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CONDOMINIUM PLAT BOOK NO. 214 PAGE 10-25

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Franklin County Recorder

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The Jackson On High Condominium Declaration and Bylaws

The undersigned hereby certifies that copies of this Declaration and Bylaws for The Jackson on High Condominium and all drawings and other exhibits thereto were filed with the Auditor of Franklin County, Ohio this 9th day of December, 2009, as required by § 5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II By:
Franklin County Auditor

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THE JACKSON ON HIGH CONDOMINIUM DECLARATION

This is the Declaration of The Jackson on High Condominium made on or as of the 2nd day of December, 2009, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. The Jackson on High, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create 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 provisions of the Condominium Act.

Definitions

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

1. "**Association**" and "**The Jackson on High Condominium Association**" mean the association established for the Condominium under the Condominium Act. The Association may, but need not be, established as a corporation not-for-profit, by the filing of articles of incorporation with the Secretary of State of Ohio.

2. "**Board**" and "**Board of Directors**" mean those persons who, as a group, serve as the board of Directors of the Association.

3. "**Bylaws**" mean the Bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law 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 as **Exhibit C** and incorporated herein by this reference.

4. "**Commercial Unit**" and "**Commercial Units**" mean the Unit or Units declared herein to be a Commercial Unit or Commercial Units, and which Unit or Units may be used solely for commercial purposes, industrial purposes, or other nonresidential or non-water slip use.

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

the Condominium Property constituting "Common Elements" of the Condominium under the provisions of the Condominium Act.

6. "**Condominium**" and "**The Jackson on High Condominium**" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

8. "**Condominium Instruments**" means this Declaration, the Bylaws, the Drawings, the development disclosure statement provided to purchasers pursuant to §5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit."

9. "**Condominium Organizational Documents**" means the articles of incorporation, the Bylaws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

10. "**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.

11. "**Convertible Unit**" means a Unit that may be converted into one or more Units and Common Elements, including Limited Common Elements.

12. "**Declarant**" means The Jackson on High, LLC, an Ohio limited liability company, and its 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 submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

14. "**Director**" and "**Directors**" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

15. "**Drawings**" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as

the same may be lawfully amended from time to time. The Drawings include the survey plat of the Condominium Property and the architectural drawings of the structures and improvements comprising part of the Condominium Property that are attached hereto as **Exhibit B** and incorporated herein by this reference.

16. "**Eligible Holder of a First Mortgage**" and "**Eligible Holder**" mean the holder, insurer, guarantor or servicer of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address) requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgages.

17. "**Exclusive Use Area**" means Common Elements, if any, specifically reserved herein for delegation by the Board of Directors to the use of a certain Unit or Units to the exclusion of other Units.

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

19. "**Occupant**" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

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

21. "**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 provisions of the Condominium Act.

22. "**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.

The Plan

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

ARTICLE I

THE LAND

A description of the land, appurtenant rights and real property interests constituting a part of the Condominium Property, located in the Franklin County, Ohio, is attached hereto as **Exhibit A** and incorporated herein by this reference.

ARTICLE II

NAME

The name by which the Condominium shall be known is "The Jackson on High 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 Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. **Restrictions.** The Condominium Property shall be subject to the following restrictions in addition to any rules and regulations adopted by the Board from time to time:

(a) **Unit Uses.** The vast majority of the Units within the Condominium will be used for residential purposes. However, it is the Declarant's intent that the Condominium shall be a "mixed-use" condominium, *i.e.*, a condominium which contains both Commercial Units and residential Units.

(i) Except as otherwise specifically provided in this Declaration, no Unit other than a Commercial Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (A) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (B) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or

professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (C) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (D) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities; provided, however, that no Unit other than a Commercial Unit may be used for any commercial purpose (except for a purpose which falls under the previous categories (A) through (D)) or any other purpose which otherwise competes or conflicts with any ongoing use of a Commercial Unit;

(ii) A limited number of units shall be Commercial Units, as set forth more particularly on **Exhibit D**. These Commercial Units may be used for any purpose permitted by applicable zoning regulations, subject, however, to the provisions of this Declaration, and further provided that in no event may any Commercial Unit, or any portion thereof, be used for any of the following purposes: (A) any purpose regularly causing fire, explosion or other damaging or dangerous hazard; (B) the storage, display or sale of explosives (other than ammunition for personal use of the unit owner or its employees) or fireworks; (C) massage parlor or escort service; (D) any fire sale, flea market, bankruptcy sale (unless pursuant to a court order) or auction operation; (E) any "adult" bookstore that offers for sale as a significant part of its business pornographic or obscene materials (whether books, videos or other); (F) any theater or establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials or live nudity; (G) any so-called "head shop" that offers drug paraphernalia for sale as a significant part of its business; (H) any abortion or euthanasia clinic; (I) a "planned parenthood" office; (J) a tattoo parlor; (K) any business in which more than 30% of the business' gross sales are comprised of the sale of alcoholic beverages; (L) any use which generates excessive noise (which for the purposes hereof shall be any noise in excess of 60 decibels as measured from outside of the unit), or which generates unreasonably pungent odors which can be detected outside of the Commercial Unit; or (M) a store selling firearms, ammunition or other weapons (which shall not be interpreted to include knives or other forms of cutlery sold for use primarily other than as a weapon, e.g., kitchen knives). It is the Declarant's intent that only those Units indicated as such on **Exhibit D** shall be Commercial Units. Parking spaces which are included within a Commercial Unit as opposed to assigned thereto as Limited Common Elements, may only be used for the purpose of parking motor vehicles; provided, however, if those parking spaces are enclosed and integrated into the Commercial Unit as hereinafter permitted, then those parking spaces shall be used for the same purpose as the balance of the Commercial Unit and shall no longer be used for the

parking of motor vehicles unless the enclosure of those parking spaces is removed, in which event those parking spaces must be used only for the parking of motor vehicles.

(b) **Common Elements Uses.** The Common Elements (except the Limited Common Elements and Exclusive Use 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, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as may from time to time be adopted by the Board, which shall, among other things, regulate open fires and prohibit temporary buildings or structures. No Common Element (with the exception of Limited Common Elements appurtenant to a Commercial Unit or Exclusive Use Areas designated for the benefit of a Commercial Unit) may be used for any commercial purpose or any other purpose which otherwise competes or conflicts with any ongoing use of a Commercial Unit.

(c) **Limited Common Elements Uses.** Except as specifically provided otherwise herein, those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and/or Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board, which shall, among other things, regulate open fires and prohibit temporary buildings or structures. No Common Element (with the exception of Limited Common Elements appurtenant to a Commercial Unit or Exclusive Use Areas designated for the benefit of a Commercial Unit) may be used for any commercial purpose or any other purpose which otherwise competes or conflicts with any ongoing use of a Commercial Unit.

(d) **Exclusive Use Areas Uses.** In the event that any Exclusive Use Area is designated by the Board of Directors for the exclusive use of one or more Units, then such Exclusive Use Areas shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units to which such area is designated, until such designation is changed by the Board, in accordance with the purpose for which such Exclusive Usc Area is intended, and subject to such rules and regulations as may from time to time be promulgated by the Board including, without limitation, the charging of a fee, one-timc or periodic, for such designation, and the right to terminate such designation.

(e) **Visible Areas.** Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, blinds or curtains or other window treatment) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or (to the extent that such limitation is not prohibited by law) 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 or on a patio, balcony, terrace or garden area unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. The Board may designate locations for antennae and satellite dishes, and may require coverings for such devices, to the extent not prohibited by law. In this regard, see subparagraph (p) below.

(f) **Nuisances.** No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant; provided, however, that any use of a Commercial Unit or its appurtenant Limited Common Elements which is not expressly prohibited by the provisions of this Declaration and/or applicable zoning regulations shall not per se constitute a nuisance, or noxious or offensive activity. The Board may, if it determines that an owner has allowed the Limited Common Elements appurtenant to a Unit to become unsightly, come on the Limited Common Elements to clean debris and maintain any landscaping, and charge the owner the cost thereof (plus any other fees and penalties assessed pursuant to the rules and regulations of the Board in connection therewith), which shall become a special individual unit assessment against such Unit.

(g) **Vehicles.** The Board may, subject to the terms of this Declaration, promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Elements, (including, without limitation, Limited Common Elements), and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(h) **Renting and Leasing.** No Unit or part thereof 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. Except with regard to Commercial Units, no lease may be of less than an entire Unit. Any lease agreement executed after the submission of a Unit to the Condominium: (A) shall be in writing; (B) with the exception of Commercial Units, shall provide for a minimum initial lease term of six (6)

months; (C) shall provide that the tenant shall be subject in all respects to the provisions hereof and, subject to the terms of this Declaration, to the rules and regulations promulgated from time to time by the Board; and (D) shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and the Association's rules and regulations shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination by the Unit Owner or by the Association for a violation by the Occupants of any covenant, condition and restriction contained in this Declaration, or the Bylaws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. All such tenancies of Units other than Commercial Units shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for the and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

In the event the Board passes any rules and/or regulations to, or unilaterally amends the Declaration to, limit the number or percentage of Units which may be occupied by tenants at any given time, such rules, regulations and/or amendments shall not apply to any of the following:

(A) Commercial Units;

(B) Any Unit while owned by Declarant; or

(C) Any Unit while owned by an institutional holder, guarantor, or insurer of a first mortgage loan upon such Unit, or any entity related to such holder, guarantor or insurer, where such holder, guarantor, insurer or related party has taken title to the Unit pursuant to foreclosure or deed or assignment in lieu of foreclosure.

(i) **Signs.** No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; (iii) on the Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant; (iv) with respect to Commercial Units only, on the Limited Common Elements and doors and windows of the Commercial Unit or Commercial Units, signs visible to the public

and alerting the public as to the Occupant of the respective Commercial Unit or Commercial Units, so long as all such signage is in compliance with all applicable governmental laws, ordinances, codes, rules; and (v) such other signs and in such other locations as may be approved by the Board from time to time.

(j) **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.

(k) **Structural/Weather-Tight Integrity.** Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural and/or weather-tight integrity of any improvement, and the Board shall have the right to regulate and/or prohibit the installation and/or storage on balconies of hot tubs or other fixtures, equipment or personal property of significant weight.

(l) **Building on Easements.** Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain 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.

(m) **Animals.** Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals in Units and/or on the Common Elements shall be subject to such rules and regulations as the Board may from time to time adopt, including, without limitation, the right to prohibit pets entirely, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iii) 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.

(n) **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 Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance.

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 limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

(i) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;

(ii) within thirty (30) days after a change in any of the above-described information; and

(iii) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(o) **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.

(p) **Architectural Control.** Except for improvements constructed by the Declarant, or as specifically permitted herein, 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, as to lawfulness and

appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, such plans and specifications shall be deemed to have been disapproved. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(q) **Arbitration.** In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, 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 at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(r) **Occupancy By Sexual Offenders Prohibited.** No Unit, or any portion thereof, nor any portion of the Common Elements, may be occupied for any purpose or for any period of time by any person who is adjudicated, classified, labeled or otherwise designated a "sexual predator" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, as amended from time to time or an "habitual sex offender" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, and/or required by applicable laws (within the state or Ohio or any other state) to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction; provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, create a duty on behalf of the Declarant or any Unit Owner or Occupant to inquire about, or take any affirmative action to determine, the status of any tenant, Occupant, guest, invitee or contractor as a "sexual predator", "habitual sex offender", or any other designated individual who must register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction. Any occupancy of any portion of a Unit or the Common Elements by any person whose occupancy is prohibited by the terms of this subsection shall constitute a noxious and/or offensive activity for the purposes of subsection (f) of this Section. Any violation of this restriction shall subject

the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration.

(s) **Title Matters.** Title to the Units shall be subject to all title matters reflected in the public records as of the date of recording of this Declaration, unless any such matter is released in a writing filed within the appropriate public record, including, without limitation, the matters of title listed on **Exhibit E**.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

There are forty seven (47) Units as part of the Condominium. The Units are situated in one building that has concrete foundations; steel structure, concrete floors; metal stud frame walls; exteriors comprised of various masonry products including brick, cast stone, and concrete products and glass; aluminum-frame windows; aluminum scuppers and downspouts; and a flat roof with EPDM membrane, aluminum trim and metal accents. The Units are located as shown on the Drawings, and have direct access to a publicly dedicated right-of-way or to the Common Elements which have direct access to a publicly dedicated right-of-way.

ARTICLE V

UNITS

Section 1. **Unit Designations.** With the exception of Commercial Units, Units are designated on the Drawings by a three digit number. The first digit of the number indicates the floor of the building on which the primary entryway of the respective Unit is located. The Commercial Units are designated on the Drawings by a four digit number which corresponds to the numerical portion of the Commercial Unit's address. Attached hereto as **Exhibit D** and incorporated herein is a table which sets forth: each Unit number; the approximate gross interior area in square feet of each Unit (computed on a gross basis measured from the exterior face of framing of exterior walls to the center line of common demising walls, including limited common element patios, porches, terraces and/or balconies, if any); and each Unit's percentage interest in the common elements that will be allocated to each unit, which shall be allocated based upon each Unit's relative par value (where necessary, one or more Units has been assigned a slightly higher or lower percentage interest so that the sum of all percentage interests equals exactly 100.00%), an indication of whether or not the Unit is a Commercial Unit, and the numerical designation of any parking space(s) and/or storage space(s) assigned to the respective Unit as a Limited Common Element.

Section 2. **Composition of Units.**

(a) **Unit Composition.** Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the interior surfaces of the most interior structural members of the Unit's perimeter walls, floors and ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space. Without limiting the generality of the foregoing, each Unit shall include:

(i) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, carpet, hardwood, and other finishing material applied to floors, ceilings, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

(ii) all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(iii) 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, furnaces and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(iv) 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, together with the space occupied thereby;

(v) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby with the exception of space inside those walls which are occupied by facilities which serve any other Unit including, without limitation, plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits; and

(vi) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit;

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

(x) any structural element of the building; and

(xx) 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.

Notwithstanding the foregoing, one or more Commercial Units may include immediately adjacent parking spaces, as depicted on the Drawings and indicated on **Exhibit D**. Such parking spaces may, at the sole cost and expense of the Owner of the relevant Unit and subject to any procedures set forth in this Declaration, be enclosed with an enclosure which shall be 100% part of the Unit, and thereafter used for the same purpose as the balance of the Commercial Unit. Such an enclosure may be removed by the Unit Owner and the spaces returned to use as parking spaces at the Unit Owner's sole cost and expense, provided that the removal of such enclosure shall include the closure of any doorway which would provide direct access from the Commercial Unit to the parking spaces and/or parking garage portion of the Common Elements.

(b) **Unit Sizes; Locations and Components.** The approximate gross sizes of the Units are set forth in **Exhibit D**. The locations of the Units are set forth on the Drawings. The Developer reserves the right to modify interior features.

Section 3. **Relocation of Boundaries of Units and Limited Common Elements.**

(a) **Right to Relocate Boundaries of Units and Limited Common Elements**. Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, the boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated and the undivided interests in the Common Elements appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

(i) The Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not due and payable.

(ii) In the application, the Owners of the adjoining Units may request a specific reallocation of their undivided interests in the Common Elements allocated to the adjoining Units.

(b) **Board Approval of Relocation of Boundaries and Reallocation of Undivided Interests in Common Elements**. Unless the Board finds any requested reallocation of the undivided interests in the Common Elements to be unreasonable, within thirty (30) days after the Board receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

(i) Identification of the affected Units;

(ii) Words of conveyance between the Owners of the Units;

(iii) A specification of the undivided interests in the Common Elements, the proportionate shares of common surplus and common expenses, and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

(c) **Recordation of Amendment**. At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration together with both of the following:

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

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

Existing liens automatically shall attach to each Unit that results from the relocation and reallocation.

Section 4. **Conversion of Convertible Unit into Units or Common Elements**.

(a) **Right to Convert.** Unless otherwise specifically noted in this Declaration, all Commercial Units, whether or not owned by the Declarant, and all other Units owned by the Declarant while owned by Declarant shall be Convertible Units. All Units other than Commercial Units shall automatically cease to be Convertible Units upon the transfer of title to the relevant Unit by Declarant. All or any portion of a Convertible Unit may be converted into one or more Units or Common Elements, including Limited Common Elements.

(b) **Recording Amendment.** To cause the conversion of a Convertible Unit, the Unit Owner shall prepare and execute an amendment to the Declaration that describes the conversion, and record the amendment together with the drawings described in division (E) of Section 5311.07 of the Condominium Act.

(c) **Contents of Amendment.** The amendment shall specify the undivided interests in the Common Elements, proportionate shares of common surplus and common expenses, and the voting powers of each Unit resulting from the conversion, the total of which shall equal the interest, share, and power of the Unit that was converted. The amendment to the Declaration shall assign an identifying number to each Unit formed, allocate to each Unit a portion of the undivided interest in the Common Elements appurtenant to the Convertible Unit, describe or delineate the Limited Common Elements formed out of the Convertible Unit, and show or designate each Unit to which those Limited Common Elements are reserved.

(d) **Effective Date of Amendment.** The conversion of a Convertible Unit pursuant to this section is deemed to occur at the time that all appropriate instruments are recorded in accordance with the foregoing subsection (i) and division (E) of Section 5311.07 of the Condominium Act.

(e) **Unit Status Prior to Conversion.** A Convertible Unit that, in whole or in part, is not converted in accordance with this Section shall be treated as a single Unit until it is so converted. No Unit resulting from the conversion of a Convertible Unit shall be a Convertible Unit unless the resulting Unit is designated as a Convertible Unit in the amendment to the Declaration which effects the conversion.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

Except as otherwise set forth herein (including, without limitation, for easements and rights for maintaining sales and marketing facilities, for repairing and completing improvements in the Condominium, and in its capacity as a Unit owner of unsold Units), the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. **Limited Common Elements - Description.** Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements. In the case of each Unit, the Limited Common Elements appurtenant to that Unit consist of the following, whether or not they are labeled as such on the Drawings: garage spaces and/or storage spaces assigned thereto as indicated on **Exhibit D**, and porches, patios, balconies and/or terraces depicted on the Drawings which shall be Limited Common Elements to the Unit for which such porch, patio, balcony and/or terrace is designed to serve exclusively. All such Limited Common Elements are reserved for the

exclusive use of the owners and Occupants of the Unit(s) directly served by the same. Notwithstanding the foregoing or anything else in this Declaration to the contrary, the Declarant, in its capacity as a Unit Owner, shall have the right to subject any Limited Common Element parking space assigned to any Unit owned by Declarant to (i) a license for the benefit of the owner's and occupants of any other Unit, or (ii) an appurtenant easement for the benefit of the owner's and occupants of any unit in either the Short North Condominium or Jackson Station Condominiums, for the purpose of permitting the occupants of the relevant unit to park one vehicle in the subject Limited Common Element parking space and to use the Common Elements of the Condominium for ingress and egress to and from the subject Limited Common Element parking space.

Section 3. **Undivided Interest.** The undivided interest in the Common Elements of each Unit is shown on **Exhibit D**, and is based upon each Unit's relative par value, which is also reflected on **Exhibit D**. The Common Elements shall be owned by the Unit Owners as tenants in common, and the ownership thereof shall remain undivided. Except as provided for in the following Section 4, no Unit Owner may waive or release any rights in the Common Elements. Further, except as provided for in the following Section 4, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. Except as provided for in the following Section 4, any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

Section 4. **Reallocation of Limited Common Elements**

Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

(a) The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements. In the event an amendment reallocates the right to use Limited Common Element parking spaces, then the amendment shall include a reallocation of par value among the affected Units such that the par value of the Unit losing the parking space(s) shall be *decreased* by an amount equal to 0.03 multiplied by the number of parking spaces lost, and the par value of the Unit gaining the parking space(s) shall be *increased* by an amount equal to 0.03 multiplied by the number of parking spaces gained. Similarly, in the event an amendment reallocates the right to use Limited Common Element storage spaces, then the amendment shall include a reallocation of par value among the affected Units such that the par value of the Unit losing the storage space(s) shall be *decreased* by an amount equal to 0.02 multiplied by the number of storage spaces lost, and the par value of the

Unit gaining the storage space(s) shall be *increased* by an amount equal to 0.02 multiplied by the number of storage spaces gained.

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

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

ARTICLE VII

UNIT OWNERS' ASSOCIATION

Section 1. **Establishment of Association.** The Association shall be established upon the filing of this Declaration in the office of the County Recorder. Until the Association is established, the Declarant shall act in the name of and as agent for the Association and/or the Unit Owners in all instances in which action of the Association or its officers is authorized or required by law or the Declaration.

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 (1) 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 Directors.** The Board initially shall be those three (3) persons as may from time to time be appointed by Declarant. No later than sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet and a new Board will be elected with the Unit Owners other than Declarant having the right to elect one (1) of the three (3) new Directors and the Declarant retaining the right to appoint the remaining two (2) Directors. These three (3) Directors shall serve until the meeting described in the next paragraph.

Within sixty (60) days after the earlier of (a) three (3) 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 Elements appertain, the Association shall meet and from and after that date the Board shall consist of five (5) Directors. At that meeting, a new Board will be elected (at which time control of the Association shall be considered to be "turned over to the Unit Owners") and all Unit Owners, including the Declarant, shall elect the five (5) new Directors. The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the five (5) Directors shall be staggered so that the terms of at least one-fifth (1/5) of the Directors will expire and successors be elected at each annual meeting of the Association. (By way of example, at this meeting one Director could be given a one-year term, two Directors a two-year term, and two Directors a three-year term. As a result, every third annual meeting only one new Director will be elected, and two new Directors will be elected during each of the interim two annual meetings). From and after control of the Association has been turned over to the Unit Owners, successors to the Directors whose terms then expire shall be elected at each annual meeting of the Association to serve three-year terms.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. Furthermore, the Declarant shall have the right and option to "turn over" the Association to the Unit Owners at any time.

Section 5. **Authority.** The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

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

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

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

(d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;

(e) Adopt rules that regulate (i) the use or occupancy of Units, (ii) the use or occupancy of Exclusive Use Areas, and (iii) the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 5311.04(H) of the Condominium Act, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

(h) Acquire, encumber, and convey or otherwise transfer personal property;

(i) Hold in the name of the unit owners association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

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

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and, subject to section 6 of this Article VII, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;

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

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

(r) If a Unit Owner is more than thirty (30) days delinquent in the payment of assessments, (i) suspend the Unit Owner's and the Unit's Occupant's (A) voting privileges, and/or (B) use of recreational facilities, and/or (ii) suspend or terminate the designation for exclusive use of Exclusive Use Areas assigned to the respective Unit;

(s) Purchase insurance and fidelity bonds required by this Declaration, the Bylaws, or by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(i) Conferred by this Declaration or the Bylaws, or the law of the State of Ohio;

(ii) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;

(iii) Permitted to be exercised in Ohio by a not-for-profit corporation;

(iv) Necessary and proper for the government and operation of the Association;

Provided, however, that, notwithstanding any provision of this Declaration to the contrary, with the exception of rules and regulations governing the use of Common Element trash/waste receptacles, no rules and/or regulations adopted, passed or promulgated by the Board shall be enforceable against a Commercial Unit, Limited Common Elements assigned to a Commercial Unit, and/or the Owner(s) and/or Occupant(s) of a Commercial Unit, unless such rules and/or regulations have been specifically agreed to in writing by the Unit Owner(s) of the Commercial Unit in question.

Section 6. **Procedures for Enforcement of Violations.**

(a) **Notice.** Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

(i) a description of the property damaged or the violation;

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

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

(iv) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and

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

(b) **Hearing.** A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth (10^{th}) day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

(c) **Manner of Notice.** Any notice required under this Section to be served:

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

(ii) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management

company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 7. **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, as defined by an institutional first mortgagee or 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 and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice, provided that any management contract entered into prior to the meeting at which control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners on ninety (90) days written notice.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible Holders of First Mortgages on at least 51% of units subject to such mortgages held by Eligible Holders, may require the Association to employ professional management. Eligible Holders of First Mortgages on at least 51% of units subject to such mortgages held by Eligible Holders, may require the Association to perform and supply an audit of the Association's financial records.

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, is:

Brad Howe
82 Price Avenue
#C
Columbus, Ohio 43201

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. **Association Responsibility.** To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefor, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, driveways and all buildings which are a part of the Common Elements (save and except for shrubs, trees or other landscaping installed by Unit Owners in Limited Common Elements), and, provided, however, that the Association shall not be required to provide cleaning or housekeeping with respect to Limited Common Elements. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to Common Elements, that exceed the time periods for the Declarant's warranty under §5311.25(E)(1) and (2) of the Ohio Revised Code. The rooftop swimming pool is equipped to permit year-round heating of the pool water, though rear-round heating is not required. This equipment was installed to satisfy code requirements related to the size of the pool and should not be removed or replaced without first determining if the removal or replacement will have a negative result under the applicable code(s).

Section 2. **Individual Responsibility.** Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and provide cleaning and housekeeping with respect to the Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor; maintaining in good condition all landscaping installed by the Unit Owners in the Limited Common Elements; cleaning and housekeeping of the interior of the Limited Common Elements and any improvements therein; and maintaining a sufficient temperature within the Unit to prevent water pipes therein from freezing and bursting. In the event a Unit Owner shall fail to make any such repair, perform such maintenance or heat

the Unit, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, then in any such event, the Association may perform such repair or maintenance, or cause necessary heat to be provided to the Unit, and, to the extent that the cost is not covered by insurance proceeds collected by the Association, if any, the costs not recovered by the Association shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance, repair or heating is necessary, or has been so caused, shall be made by the Board. Notwithstanding anything in this Declaration to the contrary, and except in the event of an emergency, the Association shall not have the right to perform any necessary maintenance and/or to make any necessary repairs, replacements, improvements or additions in or to a Unit which is otherwise the responsibility hereunder of the Unit Owner unless the Unit Owner fails to complete the same following at least ten (10) day's written notice from the Association of the need to do so. Failure to maintain sufficient heat within the Unit to prevent the freezing and bursting of water pipes therein is hereby declared to be, and deemed to constitute, an emergency.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. The Association shall have the right and authority to sub-meter master-metered utilities, and to enter into contracts for the installation and/or operation and/or monitoring of such sub-meters. In the event that the Association elects to sub-meter any master-metered utility, then the Association shall have the right to periodically issue, or have its contractor issue, invoices to each Unit Owner to reimburse the Association (either by payment to the Association, to the contractor handling the sub-metering, or directly to the utility provider) for that portion of the cost of the relevant master-metered utility which is attributable to the relevant Unit for the period of time covered by the invoice as evidenced by the sub-meter. The charges set forth in invoices issued to Unit Owners for sub-metered utilities shall constitute a special individual unit assessment under Section 3(C) of Article XV of this Declaration effective as of the date of the relevant invoice. 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 Common Elements (including Limited Common Elements) and common property of the Association against loss or damage by fire, lightning and other such hazards as are ordinarily insured against under the standard Special Extended Coverage form (aka special coverage form) (or equivalent form covering perils customarily covered for similar types of projects, including, if available, those covered by the standard "all risk" endorsement, and if not available, those covered by the "broad form"), in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance 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, with guaranteed replacement cost endorsement or replacement cost endorsement, and with a deductible not greater than 5% of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, 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. The carrier's charter, bylaws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(c) Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports—International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying

ability rating in Standard and Poor's Insurer Solvency Review, or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above. Provided, however, that the foregoing shall be deemed to be satisfied if the carrier meets the requirements of Chapter 5 of Part XII of the Federal National Mortgage Association's Selling Guide then in effect.

(d) shall provide that its coverage is primary (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, 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 and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages listed as a scheduled holder of a first mortgage in the policies, at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further 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;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association; and

(g) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive

cost: (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) 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 $2,000,000 or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy); and such other endorsements as are, from time to time, required by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium.

The cost of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

Section 2. **Liability Insurance.** The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, ($1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" 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 such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 3. **Fidelity Coverage.** The Board may if it so elects, and shall if required by institutional mortgagees or mortgage insurers, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, directors,

trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for not-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required by the Board to obtain its own fidelity bond providing similar coverage.

Section 4. **Other Association Insurance.** In addition, the Board may purchase and maintain such other insurance as the Board may determine to carry and shall carry such insurance as may be required by law, (including, without limitation, workers' compensation, flood insurance (which the Board shall purchase if any portion of the improvements in the Condominium Property are in a Special Flood Hazard Area), and similar insurance where applicable) or required by Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. The premiums for all such insurance described in sections 1 through 4 of this Article XI, obtained by the Association, shall be paid by the Association as a common expense. If flood insurance is required, it shall in no event be carried in an amount less than the minimum required by Housing and Urban Development.

Section 5. **Insurance Representative; Power of Attorney.** Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, 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 an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. 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 6. **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 Directors, and all other Unit Owners and Occupants.

Section 7. **Sufficient Insurance.** In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Holders of First Mortgages, 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 8. **Insufficient Insurance.** In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Eligible Holders of First Mortgages 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 Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective

undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the 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 9. **Compliance with Institutional Requirements.** Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium. Unless otherwise provided in this Article XI, all insurance policies shall be provided by generally acceptable insurance carriers meeting the specific requirements set forth in Federal National Mortgage Association's Conventional Home Mortgage Selling Contract Supplement and the Federal Home Loan Mortgage Corporation's Sellers Guide.

ARTICLE XII

RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. **Obligation to Restore.** In the event of damage to or destruction of all or any part of a building, structures or fixtures constituting a part of the Condominium Property, or the taking all or any part of a building, structures or fixtures constituting a part of the Condominium Property in any condemnation or eminent domain proceeding, the Association shall promptly restore or replace the same, unless an election is made in accordance with the requirements of this Article, not to do so.

Section 2. **Election not to Restore.** The Association may, with the consent (obtained within sixty (60) days after such damage, destruction or taking) of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) and the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain, determine not to repair or restore such damage, destruction or taking. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction or taking to be repaired or restored.

(a) **Dissolution of Condominium and Partition Sale.** Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, Owners of Units exercising a majority of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the common elements appurtenant to their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

(b) **No Partition Sale/Dissolution.** Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall (after payment to damaged Unit Owners in accordance with the balance of this subsection (b)) be added to the Association's reserves, to be used by the Association for future capital improvements, repair or replacements.

In the event that part of the buildings, structures and fixtures not restored or replaced are part of one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, 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, either:

(i) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction or taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged; or

(ii) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction or taking. In the later event, upon such distribution, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the un-restored Unit 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, (x) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association, and (y) 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. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

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 the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, 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 loss, 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 usability thereof, nor diminishes any award for any such loss.

Section 2. **Use of Proceeds.** The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be (i) payable to the Association, or its designated representative, or authorized successor, as trustee, to be held in trust for the Unit Owners and their first mortgage holders as their interests may appear, and (ii) applied first to the cost of restoring or replacing all damaged 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 Eligible Holders of First Mortgage on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain. 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 distributed 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 Elements. 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 3. **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 the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. **Easements of Enjoyment; Limitations.** Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right and easement for access to and from his, her or its Unit, and a right and easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any

part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

Section 2. **Right of Entry for Repair, Maintenance and Restoration.** The Association shall have a right of necessary entry and access to, over, upon and through all of the Condominium Property, including each Unit, 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, including, without limitation entry for the purpose of inspecting the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. **Easements for Encroachments.** Each Unit and the Common Elements (including Limited Common Elements) shall be subject to easements for encroachments by any other Unit or the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings; or by reason of the installation and placement of air-conditioning units and the components thereof (including, without limitation, condensing units) by the Declarant as part of its construction of the Condominium. Valid easements for these encroachments and for the maintenance, repair and replacement of same, so long as the encroaching elements remain, shall and do exist. Additionally, each Unit Owner shall have a permanent easement and right for the benefit of his or her respective Unit or Units to penetrate the Common Elements which separate adjacent Units or adjacent portions of Units (adjacent horizontally or vertically) for the sole purposes of constructing and installing openings and/or stairways to connect such Units or adjacent portions of Units in order to facilitate the use of adjacent Units or portions of Units as one space, provided that such construction and installation does not in any way impair the structural integrity of the Condominium Property, and provided that all relevant procedures set forth herein, in the Bylaws and/or the rules and regulations promulgated by the Board, are followed.

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 and Operation of the Condominium Property.** There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of

all utilities, including, but not limited to water, sewer, gas, telephone, communication lines, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain the necessary poles and equipment, wires, circuits, conduits and other appurtenances and improvements on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or other company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Additionally, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, leases, easements, licenses and concessions on, above, over, across and under the Common Elements for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

Section 6. **Easement for Services.** A non-exclusive easement is 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 Elements in the performance of their duties.

Section 7. **Easements Reserved to Declarant.** Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements (a) for a three-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

Section 8. **General.** The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. **Types of Assessments.** The Declarant for each Unit within the Condominium hereby covenants, 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.**

(i) Prior to the time that any Unit Owner is to be charged assessments by the Association (for the Association's first partial fiscal year), and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, 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;

D. the estimated amount required to be collected to maintain a working capital reserve fund in an amount not less than two months' estimated common expenses for each unit, to assure availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected at the closing of each unit, but no later than the date control of the Association is transferred to the Unit Owners, as provided in Section 4 of Article VII, and such initial amounts paid into this fund shall not be considered as advance payments of regular

assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits);

E. an amount deemed adequate by the Board, but no less than ten percent (10%) of the annual budget (unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association) to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, and for the funding of insurance deductibles in the event of casualty loss; 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.

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

(iii) The annual operating assessment shall be payable in advance, in equal monthly installments (or less frequent basis, as determined by the Board), provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly 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 pro-rata share of the annual operating assessment for that Unit.

(iv) 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.

(v) 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 deemed to be retained by the Board 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.**

(i) 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 Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent 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 (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) and the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of Mortgages appertain.

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

(c) **Special Individual Unit Assessments.** The Board may levy an assessment 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 maintenance or of making repairs which are the responsibility of a Unit Owner; the cost of insurance premiums separately billed to a Unit Owner; the cost of cleaning debris from and the housekeeping of the Unit's Limited Common Elements where, in the opinion of the Board, the owner has allowed the same to become unsightly; penalties and charges imposed pursuant to rules and regulations of the Board for violations of the Declaration, Bylaws and rules and regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, Bylaws, rules and regulations). In the event that the Association sub-meters any master-metered utilities, then any and all

charges invoiced to the relevant Unit Owner for the sub-metered utility, whether invoiced by the Association or by any contractor of the Association, shall constitute a special individual Unit assessment against the Unit to reimburse the Association for the Unit's share of the master-metered utility. 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 Elements 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 Assessments.** 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 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) **Interest, fees and costs.** If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(i) reasonable, uniform administrative late fees as determined by the Board from time to time;

(ii) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the Association incurs or estimates that it will incur in connection with the collection of the delinquency;

(iii) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 8%

per annum or at such other rate as the Board may from time to time determine; and

(iv) any other charges authorized by the Declaration, Bylaws or the rules and regulations promulgated by the Board,

(collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

(b) **Application of Payments.** Payments made by a Unit Owner for assessments shall be applied:

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined;

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;

fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

(c) **Certificate of Lien.** Annual operating and both types of special assessments, together with interest, fees (including reasonable legal fees) and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an installment or portion 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, with interest, fees (including reasonable legal fees) and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, 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 balance of the assessment with interest, fees (including reasonable legal fees) and costs, and shall be signed by the president or other chief officer of the Association.

(d) **Expiration of Lien.** 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) **Action to Discharge Lien.** 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) **Personal Obligation of Owners.** Each such assessment together with interest, fees and costs, 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, fees and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, fees and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) **Legal Actions.** In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. 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 shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

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

Section 6. **Subordination of the Lien to First Mortgages.** The lien for delinquent assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party, provided that in each such event, the party taking title by 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 or charges against the mortgaged Unit which became due and payable prior to foreclosure sale.

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.

Section 8. **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 the obligation to pay common expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer until such time that common expenses are first charged with respect to any Unit.

ARTICLE XVI

NOTICES TO MORTGAGEES

Any Eligible Holder of a First Mortgage shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgages must consent pursuant to the provisions of Article XVII of this Declaration;

2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);

3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without

limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;

4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;

5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

6. any decision by the Association to renew or rehabilitate the Condominium Property;

7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;

8. times and places of Unit Owners' meetings;

9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;

10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible Holder of a First Mortgage; and

11. any proposed action which requires the consent of a specified percentage of Eligible Holders of First Mortgages.

ARTICLE XVII

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. **Power to Amend.** Except as otherwise specifically provided in this Declaration, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, including Declarant, so long as it owns a Unit, together with the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain. Notwithstanding the foregoing:

(a) unless otherwise provided elsewhere in this Declaration, the consent of all Unit Owners, including Declarant, so long as it owns a Unit, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit or the exclusive easement rights appertaining thereto;

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

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

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

(v) the indemnification provisions of the Bylaws.

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including Declarant, so long as it owns a Unit, and the consent of Eligible Holders of First Mortgages on Units to which at least sixty-seven percent (67%) of votes of Units subject to such mortgages appertain shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) 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 (B) correct typographical or factual or obvious 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 Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

(ii) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

b. to meet the requirements of insurance underwriters;

c. to bring the Declaration into compliance with requirements of the Condominium Act;

d. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

e. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State;

but for no other purpose.

Any unit owner who is aggrieved by an amendment to the Declaration that the Board makes pursuant to this Sub-Section (c)(ii) may commence a declaratory judgment action to have the amendment declared invalid as violative of this Sub-Section (c)(ii). Any action filed pursuant hereto shall be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

An Eligible Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request.

Section 2. **Applicability of Amendment to Commercial Units.** Notwithstanding anything in this Declaration to the contrary, no amendment to this Declaration and/or the Bylaws shall be effective against a Commercial Unit, or the Owner or Occupant thereof, unless made with the consent of the Owner of the Commercial Unit, if such amendment (a) in any manner restricts the use of a Commercial Unit which is otherwise in compliance with this Declaration and all applicable governmental codes, (b) affects the ownership of and/or the right and ability to lease the Commercial Unit, (c) affects the imposition of assessments against the Commercial Unit, (d) affects the restoration of any portion of the Condominium Property following casualty or condemnations, (e) affects the provisions of this Declaration concerning the amendment of this Declaration or the Bylaws, or (f) affects the provisions which permit the Board to impose rules and regulations regulating the use of the Condominium Property.

Section 3. **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, or by the Board, 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 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 Franklin County Auditor and Recorder.

Section 4. **Power to Act.** Except as otherwise specifically provided herein, the taking of any of the actions which require the consent of Eligible Holders of First Mortgages shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners.

ARTICLE XVIII

MEMBERSHIP IN MASTER ASSOCIATION

The Unit Owners shall not be required to be a member of any not-for-profit organization that may provide facilities or recreation, education, or social services to owners of property other than Units.

ARTICLE XIX

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. **Enforcement.** 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 an 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.

The foregoing notwithstanding, the Association may not commence a legal proceeding or action without the affirmative vote of Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. This limitation shall not apply, however, to (i) actions brought by the Association to enforce against a Unit Owner or Occupant the provisions of this Declaration (including, without limitation, the foreclosure of liens), the Bylaws, and reasonable rules and regulations adopted by the Board; (ii) actions to enforce the imposition and/or collection of Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) defenses, counterclaims or cross-claims brought by the Association in proceedings instituted against it.

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 day 2nd of December, 2009.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, the Declarant herein, on behalf of the limited liability companies, this 2nd day of December, 2009.

Notary Public

Exhibits

A Legal Description of Condominium Property
B Survey & Architectural Drawings
C Bylaws
D Unit Table

NOTARY PUBLIC STATE OF OHIO

J. THEODORE SMITH
ATTORNEY AT LAW
My commission has no expiration date.
Section 147.03 R.C.

This Document Drafted By:
J. Theodore Smith
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

EXHIBIT A
Description of Condominium Property
(3 total pages)

The real property described on the legal description appearing on pages 2 and 3 of this Exhibit A, together with the appurtenant rights set forth in the following record documents:

1. Dumpster maintenance easement recorded in Instrument Number 200910020142872, Recorder's Office, Franklin County, Ohio;

2. Park Easement recorded in Instrument Number 200711070193474, Recorder's Office, Franklin County, Ohio;

3. Permanent building encroachment recorded in Instrument Number 200910260154190, Recorder's Office, Franklin County, Ohio; and

4. Permanent gas line easement recorded in Instrument Number 200907300111734, Recorder's Office, Franklin County, Ohio.

0.540 ACRES

Situated in the City of Columbus, County of Franklin, State of Ohio, and being a part of Fractional Section Number 5, Township 5, Range 22, also being part of the Refugee Lands; also being a part of Reserve "A" of Robert Winterbothams Subdivision, as recorded in Plat Book 3 Pg 171; also being those lands as conveyed to The Jackson on High, LLC as described in Instrument No. 200712280220866, Instrument No. 200802210026736, and Instrument No. 200805220079170; being more particularly described as follows:

Commencing at the intersection of the northerly right-of-way line of Fourth Avenue (60' wide right-of-way) and the westerly right-of-way line of High Street (86' wide right-of-way), said point also being the southeasterly corner of a 0.112 acre tract as conveyed to Jackson Station Condominiums as shown in Condominium Plat Book 171, Page 90, said point also being the southwesterly corner of a 10.00' strip of land as conveyed to The City of Columbus as described in Deed Book 659 Page 167 and Deed Book 659 Page 174; thence,

Along the westerly right-of-way line of High Street, also being along the easterly line of said 0.112 acre tract, also being along the westerly line of said 10.00' strip as conveyed to The City of Columbus, *North 11° 36' 04" West for a distance of forty and eight-two one-hundredths feet (40.82')* to a 1" iron pipe found, said point being the northeasterly corner of said 0.112 acre tract, said point also being along the westerly right-of-way line of High Street, said point also being along the westerly line of said 10.00' strip as conveyed to The City of Columbus, said point also being the **TRUE POINT OF BEGINNING**, and from said beginning point running thence:

Along a northerly line of said 0.112 acre tract, *South 89° 53' 29" West, for a distance of sixty-nine and ninety-three one-hundredths feet (69.93')* to a point, said point being a northerly corner of said 0.112 acre tract; thence,

Along an easterly line of said 0.112 acre tract, *North 11° 36' 04" West, for a distance of twenty-three and ninety-five one-hundredths feet (23.95')* to a point, said point being a northerly corner of said 0.112 acre tract; thence,

Along a northerly line of said 0.112 acre tract and then along a northerly line of a 0.150 acre tract, the remaining lands of Short North Condominium as recorded in Condominium Plat Book 100 Pg 22, *North 89° 55' 08" West, for a distance of one hundred twenty-nine and fourteen one-hundredths feet (129.14')* to an iron pin set, said point being the northwesterly corner of said 0.150 acre tract, said point also being along the easterly line of a 0.152 acre tract, the remaining lands of JBH Holdings, LLC as described in Instrument No. 200802150024003; thence

Along a portion of the easterly line of said 0.152 acre tract, *North 00° 06' 31" West, for a distance of forty-eight and two one-hundredths feet (48.02')* to an iron pin set, said point being the northeasterly corner of said 0.152 acre tract; thence,

Along the northerly line of said 0.152 acre tract, *North 89° 43' 20" West, for a distance of fifty-eight and fifty-two one-hundredths feet (58.52')* to a nail set, said point being the northwesterly corner of said 0.152 acre tract, said point also being along the easterly right-of-way line of a 20' alley; thence,

Along the easterly right-of-way line of said 20' alley, *North 00° 06' 31" West, for a distance of forty-three and forty-nine one-hundredths feet (43.49')* to a nail set, said point being at the intersection of the easterly right-of-way line of said 20' alley and the southerly right-of-way line of a 20' alley; thence,

Along the southerly right-of-way line of said 20' alley, *North 89° 57' 30" East, for a distance of forty-eight and sixty-nine one-hundredths feet (48.69')* to a 1" iron pipe found, said point being at the intersection of the southerly right-of-way line of said 20' alley and the easterly right-of-way line of a 25' alley; thence,

Along the easterly right-of-way line of said 25' alley, *North 00° 57' 38" West, for a distance of ten and zero one-hundredths feet (10.00')* to a 1" iron pipe found, said point being along the easterly right-of-way line of said 25' alley, said point also being the southwesterly corner of a tract of land as conveyed to Skully's Music Diner, LLC as described in Instrument No. 200312120393472; thence,

Along the southerly line of said lands of Skully's Music Diner, LLC, *North 89° 57' 30" East, for a distance of one hundred eighty-eight and twenty-nine one-hundredths feet (188.29')* to a 1" iron pipe found, said point being along the westerly right-of-way line of High Street, said point also being along the westerly line of said 10.00' strip as conveyed to The City of Columbus, said point also being the southeasterly corner of said lands of Skully's Music Diner, LLC; thence,

Along the westerly right-of-way line of High Street, also being along the westerly line of said 10.00' strip as conveyed to The City of Columbus, *South 11° 36' 04" East, for a distance of one hundred twenty-eight and nine one-hundredths feet (128.09')* to the point of beginning, containing 0.540 acres of land, more or less, as determined by Michael L. Keller, Professional Surveyor, Ohio License No. 7978, based on an actual survey performed by Kleingers & Associates in March, 2006 and August, 2009.

Basis of bearings for the herein-described courses is the westerly right-of-way line of High Street being South 11° 36' 04" East per Instrument No. 199711060138281.

Iron Pins set are 5/8" diameter rebar, 30" in length, with plastic identifier caps stamped "Kleingers & Assoc".



Michael L Keller 12/7/09

Michael L. Keller — Date
Professional Surveyor, Ohio License No. 7978

EXHIBIT B

Survey and Architectural Drawings

[See Plat Book Referenced on Cover Page]

EXHIBIT C

BYLAWS (Code of Regulations) OF

THE JACKSON ON HIGH CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION AND PURPOSES

Section 1. **Name.** The name of the Association is The Jackson on High Condominium Association ("the Association"), which Association is created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for The Jackson on High Condominium (the "Condominium").

Section 2. **Location.** The principal office of the Association shall be in Franklin County, Ohio, and the place of meetings of Unit Owners (members) and of the Directors of the Association shall be at such place in the county in which the Condominium Property is located as the Board of Directors (the "Board") may from time to time designate.

Section 3. **Purposes.** The purposes for which the Association is formed are to administer the condominium property of the Condominium, a condominium development in Columbus, Franklin County, Ohio, created pursuant to Chapter 5311 of the Ohio Revised Code, in accordance with and subject to the provisions of said Chapter 5311, the Declaration of the Condominium, the Bylaws of the Corporation and the administrative rules and regulations adopted pursuant thereto, as any of the same may be lawfully amended from time to time; to provide for the acquisition, construction, management, maintenance and care of "association property", as that term is defined in Section 528 of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the "Code"); and, in carrying out the foregoing purposes, to purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and any and all estates and interests therein, and otherwise to do all things permitted by law.

All of the foregoing purposes shall be accomplished on a non-profit basis and no part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of "association property", as that term is defined in Section 528 of the Code, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of, or be distributable to, its directors, officers or other private persons or organizations.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of The Jackson on High Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

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 the Declarant, or upon written request of Unit Owners other than the Declarant entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners other than the Declarant, 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 seven (7) days before such meeting, to each Unit Owner entitled to vote thereat, 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 seven (7) 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.** The Unit Owners present, in person or by proxy, at any duly called and noticed meeting, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. **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 a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. **Initial Directors.** The initial Directors shall be those three (3) persons as may from time to time be appointed by the Declarant.

Section 2. **Successor Directors.** The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws. Except for Directors appointed by the Declarant, Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. **Removal.** Excepting only Directors appointed by Declarant, any Director may be removed from the Board with or without cause, by the vote of Unit Owners holding at least 67% of the voting power of the Unit Owners. In the event of the death, resignation or removal of a Director other than one appointed by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director appointed by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. **Nomination.** Nominations for the election of Directors 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 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 voting power as they are entitled to exercise 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. 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 Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. **Regular Meetings.** Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. **Special Meetiugs.** Special meetings of the Board shall be held when called by the president of the Board, or by any two Directors, after not less than three days notice to each Director.

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

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

Section 11. **Conduct of Meetings**. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each

member of the Board can hear (in the case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

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

Section 13. **Powers.** 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 Elements;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations:

  (i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;

  (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;

  (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or Bylaws; and

  (iv) establishing penalties 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 assessment 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 Director shall be absent from three consecutive regular meetings of the Board;

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);

(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 including, without limitation, the pledge of the Association's right to future income and to levy assessments upon the members; 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 14. **Duties.** It shall be the duty of the Board to:

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

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

(c) as more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Unit;

(ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

(iii) upon a vote of the Board to do so, foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

(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 Offices.** 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. Only the President must be a Director. No other officer need even be a member of the Association. 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; and

(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 Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, Bylaws and articles of incorporation, if any); current rules and regulations; names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (Board resolutions, minutes of all meetings of members and the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners, etc.) and annual audited financial statements when such are prepared.

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgage on a Unit, may examine and copy any of the foregoing books, records and financial statements during normal business hours pursuant to reasonable standards established in the Declaration, these Bylaws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

(1) information that pertains to Condominium Property-related personnel matters;

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

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

(4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against Unit Owners; or

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

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time (but no later than 120 days after the end of the Association's fiscal year following request; provided that no such statement need be furnished earlier than ninety (90) 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; and

(2) upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

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 recording of the Declaration.

ARTICLE X

INDEMNIFICATION

Section 1. **Third Party Actions**. The Association shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals (other than an action, suit or proceeding by or in the right of the Association) by reason of the fact that the person is or was a Director or officer of the Association or is or was serving at the request of the Association as a director, trustee, officer or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contender or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. **Indemnification**. The Association shall indemnify any person who is or was a party or threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of such action of suit if he or she acted in good faith, and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification

shall be made in respect of (a) any claim, issue, or matter as to which such person is finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the Court of Common Pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court considers proper, or (b) any action or suit in which liability is asserted against a Director pursuant to Section 1702.55 of the Ohio Revised Code.

Section 3. **Rights After Successful Defense**. To the extent that a Director, officer, or employee, has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the preceding paragraphs, or in defense of any claim, issue, or matter in such an action, suit or proceeding, he or she shall be indemnified against expenses (including attorney's fees) he or she actually incurred in connection with that action, suit or proceeding.

Section 4. **Other Determinations of Rights**. Unless ordered by a court and subject to the provisions of paragraph 3 of this Article, any indemnification under paragraphs 1 and 2 of this Article shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Article. Such determination shall be made by (a) the Court of Common Pleas or the court in which the action, suit, or proceeding referred to in paragraph 1 or 2 of this Article was brought, or (b) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraph 1 or 2 of this Article, or (c) in a written opinion by independent legal counsel (meaning a lawyer who is not a Director, officer, or employee of the Association, and is not a partner or professional associate of a Director, officer, or employee of the Association), if a majority of a quorum of disinterested Directors so directs or (d) by a committee (selected by the Board of Directors) of three or more persons (excluding any person involved in the matter) who are to the extent possible, members of the Association, provided that such indemnity in case of a settlement shall not be allowed by such committee unless independent legal counsel finds that such settlement is reasonable in amount and in the best interest of the Association. If independent legal counsel is used he or she shall be compensated by the Association.

Section 5. **Indemnification of Agents, Employees and Other Representatives**. The Association may, from time to time, and in its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative of the Association, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of that person's status as such, in the same manner and to the same extent as provided herein for Directors and

officers, present and former, of the Association.

Section 6. **Indemnification of Directors and Officers**. Expenses incurred by a Director or officer of the Association in defending any action, suit or proceeding referred to in paragraph 1 or 2 of this Article, except any action, suit or proceeding brought pursuant only to Section 1702.55 of the Ohio Revised Code, shall be paid by the Association. Upon request of the Director or officer, and in accordance with paragraph 7 of this Article, such expenses shall be paid by the Association as incurred. However, expenses incurred by a Director or officer in defending an action, suit, or proceeding shall not be paid by the Association upon final disposition of the action, suit, or proceeding, or if paid in advance shall be repaid by the Director or officer if it is proved, by clear and convincing evidence in a court with jurisdiction, that the act or omission of the Director or officer was one undertaken with a deliberate intent to cause injury to the Association or was one undertaken with a reckless disregard for the best interests of the Association.

Section 7. **Advances of Expenses**. Expenses of each person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the Director, officer, or employee to repay such amount, if it is ultimately determined that he or she is not entitled to be indemnified by the Association.

Section 8. **Nonexclusiveness; Heirs**. The foregoing rights of indemnification are not exclusive, and shall be in addition to any other rights granted to those seeking indemnification, as a matter of law or under these Bylaws, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a Director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 9. **Purchase of Insurance**. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a Director, officer, agent, or employee of the Association, or is or was serving at the request of the Association as a director, trustee, officer or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions of these Bylaws or of the Ohio Nonprofit Corporation Law. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 10. **Amendment**. Any amendment to this Article X shall be effective only as to matters relating to the period of service of a Director or officer of the Association, or of a director, trustee, officer or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise when such director, trustee, officer or employee is or was serving at the request of the Association, on or after the effective date of such amendment. All matters which relate to such party's service prior to the effective date of such amendment shall be subject to the provisions of Article X in effect at the time of, or during the period of time of, the alleged action and/or inaction which is the subject matter of the action, suit or proceeding for which indemnification is sought under this Article X.

ARTICLE XI

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/or herein, 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 WITNESS WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted as of the 2ND day of December, 2009.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937	P1, P47U & L - P53U & L, P57-P59, P61, P67-P70, P74-P83	S1-S30	3.52	3.466%
Unit 1137	Yes	1,637	P2		1.69	1.664%
Unit 1147	Yes	1,001	P3		1.04	1.024%
Unit 201	No	1,561	P4		1.64	1.615%
Unit 202	No	1,061	P5		1.39	1.369%
Unit 203	No	1,775	P6		2.19	2.156%
Unit 204	No	1,708	P7		1.54	1.516%
Unit 205	No	1,304	P8		1.23	1.211%
Unit 206	No	1,817	P9		1.72	1.694%
Unit 207	No	2,039	P10		2.13	2.097%
Unit 208	No	2,670	P11		3.08	3.033%
Unit 209	No	1,741	P12		1.49	1.467%
Unit 210	No	2,148	P13		2.32	2.284%
Unit 211	No	1,220	P14		1.54	1.516%
Unit 301	No	1,302	P15		1.85	1.822%
Unit 302	No	1,061	P16		1.41	1.388%
Unit 303	No	1,781	P17		2.36	2.324%
Unit 304	No	1,300	P18		1.49	1.467%
Unit 305	No	966	P19		1.03	1.014%
Unit 306	No	1,299	P20		1.13	1.113%
Unit 307	No	2,083	P21		3.20	3.151%
Unit 308	No	2,053	P22		2.90	2.855%
Unit 309	No	1,253	P23		1.69	1.663%
Unit 310	No	1,220	P24		1.66	1.635%
Unit 401	No	2,343	P25		3.20	3.151%
Unit 402	No	1,747	P26		1.70	1.674%
Unit 403	No	966	P27		1.07	1.054%
Unit 404	No	1,302	P28		1.64	1.615%
Unit 405	No	938	P29		1.33	1.310%
Unit 406	No	1,253	P30		1.78	1.753%
Unit 501	No	1,404	P31		2.06	2.028%
Unit 502	No	966	P32		1.18	1.161%
Unit 503	No	1,302	P33		1.74	1.713%
Unit 504	No	1,123	P34		1.64	1.615%
Unit 505	No	1,964	P35		3.03	2.983%
Unit 506	No	1,680	P36		2.42	2.383%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 601	No	1,404	P37		2.16	2.127%
Unit 602	No	966	P38		1.28	1.260%
Unit 603	No	1,302	P39		1.84	1.812%
Unit 604	No	1,106	P40		1.75	1.723%
Unit 605	No	1,947	P41		3.14	3.092%
Unit 606	No	1,398	P42		2.21	2.176%
Unit 701	No	3,387	P43		5.29	5.209%
Unit 702	No	2,668	P44		4.18	4.116%
Unit 703	No	3,132	P45		4.90	4.825%
Unit 704	No	1,295	P46		2.49	2.452%
Unit 705	No	3,032	P54		4.29	4.224%
Totals		76,562			101.56	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Frankin
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Initial distribution of excess parking spaces and storage spaces all to Commercial Unit 1135.

EXHIBIT E
Title Matters

1. Permanent ingress/egress and parking easements recorded in Instrument Numbers 200711070193475, Recorder's Office, Franklin County, Ohio;

2. Permanent ingress/egress, dumpster and parking easements recorded in Instrument Numbers 200810280158741, 200810280158742, 200810280158743, 200810280158744, 200810280158745 and 200812090176871, Recorder's Office, Franklin County, Ohio;

3. Dumpster maintenance easement recorded in Instrument Number 200910020142872, Recorder's Office, Franklin County, Ohio;

4. Park Easement recorded in Instrument Number 200711070193474, Recorder's Office, Franklin County, Ohio;

5. Permanent building encroachment easement recorded in Instrument Number 200711140197173, Recorder's Office, Franklin County, Ohio;

6. Permanent building encroachment recorded in Instrument Number 200910260154190, Recorder's Office, Franklin County, Ohio; and

7. Permanent gas line easement recorded in Instrument Number 200907300111734, Recorder's Office, Franklin County, Ohio.

8. Permenant electric line easement recorded in Instrument Number 200910260154202, Recorder's Office, Franklin County, Ohio.

201005140059518
Pgs: 4 $44.00 T20100026408
05/14/2010 11:46AM BXVORYS,SATER
Robert G. Montgomery
Franklin County Recorder

FIRST AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

The undersigned hereby certifies that copies of this First Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 14th day of May, 2010, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

MAY 14 2010

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

FIRST AMENDMENT TO THE DECLARATION OF THE JACKON ON HIGH CONDOMINIUM

Background

A. The Jackson on High, LLC, an Ohio limited liability company ("Declarant"), is the Declarant of The Jackson on High Condominium (the "Condominium"), which was created upon the recording of the Declaration and Bylaws of The Jackson on High Condominium together with the Drawings attached thereto and incorporated therein by reference, (the "Declaration") in Instrument Number 200912090177599;

B. Declarant holds title to all of the Units in the Condominium.

C. Declarant, in its capacity as the Owner of all of the Units in the Condominium, desires to amend the Declaration as set forth herein.

Declaration

NOW THEREFORE, Declarant, being the owner of all of the Units hereby amends the Declaration as follows:

1. Section 2 of Article VI of the Declaration is hereby deleted in its entirety and replaced in full by the following:

> Section 2. **Limited Common Elements - Description.** Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements. In the case of each Unit, the Limited Common Elements appurtenant to that Unit consist of the following, whether or not they are labeled as such on the Drawings: garage spaces and/or storage spaces assigned thereto as indicated on **Exhibit D**, and porches, patios, balconies and/or terraces depicted on the Drawings which shall be Limited Common Elements to the Unit for which such porch, patio, balcony and/or terrace is designed to serve exclusively. All such Limited Common Elements are reserved for the exclusive use of the Owners and Occupants of the Unit(s) directly served by the same. Notwithstanding the foregoing, or anything else in this Declaration to the contrary, the Declarant, in its capacity as a Unit Owner, shall have the right to subject any Limited Common Element parking

space assigned to any Unit owned by Declarant, and the Unit Owners of Unit 1135, 1137 and 1147 shall have the right to subject any Limited Common Element parking space assigned to their respective Units, to (i) a license for the benefit of the Owner's and Occupants of any other Unit, or (ii) an appurtenant easement for the benefit of the owner's and occupants of any unit in either the Short North Condominium or Jackson Station Condominiums, for the purpose of permitting the occupants of the relevant unit benefitting from the license or easement, as the case may be, to park one vehicle in the subject Limited Common Element parking space and to use the Common Elements of the Condominium for ingress and egress to and from the subject Limited Common Element parking space. Any appurtenant easement granted, pursuant to the foregoing powers, in favor of a unit in either Short North Condominium or Jackson Station Condominiums may be transferred to and become appurtenant to, any other unit in either Short North Condominium or Jackson Station Condominiums, or to any Unit in the Condominium, by filing an assignment of the easement in the Franklin County Recorder's Office. Failure to file such an assignment document shall render the assignment null and void.

2. Except as specifically amended herein, the Declaration remains unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this day 13th of May, 2010.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

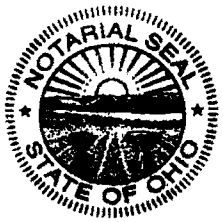
By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, the Declarant herein, on behalf of the limited liability companies, this 13th day of May, 2010.

Michelle L. Parmenter
Notary Public



MICHELLE L. PARMENTER
Notary Public, State of Ohio
My Commission Expires
October 16, 2012

201005280066773
Pgs: 4 $48.00 T20100029706
05/28/2010 4:29PM BXAMERITITLE
Robert G. Montgomery
Franklin County Recorder

SECOND AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Second Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 28th day of May, 2010, as required by §5311.06(B) of the Ohio Revised Code.

Clarence C. Mingo II
Franklin County Auditor

By: Shannon Smith

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

MAY 28 2010

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

SECOND AMENDMENT TO THE DECLARATION OF THE JACKON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration (the "Declaration") of The Jackson on High Condominium (the "Condominium"), of record in Instrument Number 200912090177599 in the office of the Recorder of Franklin County, Ohio (the "Recorder's Office"), and the Drawings attached thereto and incorporated therein by reference, The Jackson On High, LLC, an Ohio limited liability company, the owner of all of the Units in the Condominium, hereby amends the Declaration to reallocate Limited Common Element ("LCE") parking spaces and storage spaces as set forth herein.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking spaces numbered P15, P16, and P17, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to, respectively, Units 301, 302 and 303 and shall thereafter constitute LCEs appurtenant to Unit 704. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking spaces P15, P16, and P17 from, respectively, Units 301, 302 and 303, and to add those parking spaces to Unit 704;

b. LCE storage space number S1, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 1135 and shall thereafter constitute LCE appurtenant to Unit 704. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE storage space S1 from Unit 1135 and to add that storage space to Unit 704;

c. LCE parking space number P46, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 704 and shall thereafter constitute LCE appurtenant to Unit 1135. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P46 from Unit 704 and to add that parking space to Unit 1135;

d. LCE parking space number P14, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 211 and shall thereafter constitute LCE appurtenant to Unit 1135. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P14 from Unit 211 and to add that parking space to Unit 1135;

e. LCE parking space number P66, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 1135 and shall thereafter constitute LCE appurtenant to Unit 211. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P66 from Unit 1135 and to add that parking space to Unit 211;

f. LCE parking space number P67, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 1135 and shall thereafter constitute LCE appurtenant to Unit 301. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P67 from Unit 1135 and to add that parking space to Unit 301;

g. LCE parking space number P68, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 1135 and shall thereafter constitute LCE appurtenant to Unit 302. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P68 from Unit 1135 and to add that parking space to Unit 302;

h. LCE parking space number P69, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 1135 and shall thereafter constitute LCE appurtenant to Unit 303. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P69 from Unit 1135 and to add that parking space to Unit 303.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
1135	3.44	3.387%
211	1.54	1.516%
301	1.85	1.822%
302	1.41	1.388%
302	2.36	2.324%
704	2.57	2.531%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and

payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

28th IN WITNESS WHEREOF, the undersigned has executed this instrument this day of May, 2010.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 28th day of May, 2010.

Notary Public

NOTARY PUBLIC STATE OF OHIO

J. THEODORE SMITH
ATTORNEY AT LAW
My commission has no expiration date.
Section 147.03 R.C.

201007270095248
Pgs: 4 $48.00 T20100041962
07/27/2010 3:01PM BXAMERITITLE
Robert G. Montgomery
Franklin County Recorder

THIRD AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

(1)

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Third Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 27th day of July, 2010, as required by §5311.06(B) of the Ohio Revised Code.

Clarence C. Mingo II
Franklin County Auditor

By: Shannon Kristah

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

JUL 27 2010

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

THIRD AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration (the "Declaration") of The Jackson on High Condominium (the "Condominium"), of record in Instrument Number 200912090177599 in the office of the Recorder of Franklin County, Ohio (the "Recorder's Office"), and the Drawings attached thereto and incorporated therein by reference, The Jackson On High, LLC, an Ohio limited liability company, the owner of all of the Units in the Condominium affected herein, hereby amends the Declaration to reallocate Limited Common Element ("LCE") parking spaces and storage spaces as set forth herein.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking spaces P78 and P79, as depicted on Exhibit B to the Declaration, shall cease to be LCEs to Unit 1135 and shall thereafter constitute LCEs appurtenant to Unit 306. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking spaces P78 and P79 from Unit 1135 and to add those parking spaces to Unit 306;

b. LCE parking spaces P82 and P83, as depicted on Exhibit B to the Declaration, shall cease to be LCEs to Unit 1135 and shall thereafter constitute LCEs appurtenant to Unit 310. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking spaces P82 and P83 from Unit 1135 and to add those parking spaces to Unit 310;

c. LCE parking spaces P53U and P53L, as depicted on Exhibit B to the Declaration, shall cease to be LCEs to Unit 1135 and shall thereafter constitute LCEs appurtenant to Unit 404. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking spaces P53U and P53L from Unit 1135 and to add those parking spaces to Unit 404;

d. LCE parking space P20, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 306 and shall thereafter constitute an LCE appurtenant to Unit 1135. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P20 from Unit 306 and to add that parking space to Unit 1135;

e. LCE parking space P24, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 310 and shall thereafter constitute an LCE appurtenant to Unit 1135. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P24 from Unit 310 and to add that parking space to Unit 1135;

f. LCE parking space P28, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 404 and shall thereafter constitute an LCE appurtenant to Unit 1135. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P28 from Unit 404 and to add that parking space to Unit 1135.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
1135	3.35	3.299%
306	1.16	1.142%
310	1.69	1.664%
404	1.67	1.645%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this day 23rd of July, 2010.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 23 day of July, 2010.

Notary Public

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

201007270095249
Pgs: 3 $40.00 T20100041962
07/27/2010 3:02PM BXAMERITITLE
Robert G. Montgomery
Franklin County Recorder

FOURTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

(2)

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Fourth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 27th day of July, 2010, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

JUL 27 2010

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

FOURTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, The Jackson on High, LLC, an Ohio limited liability company, the sole owner of Unit 1135, and Nathan Ellis Haws, the sole owner of Unit 305, hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P1, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 1135 and shall thereafter constitute an LCE appurtenant to Unit 305. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P1 from Unit 1135 and to add that parking space to Unit 305.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P19, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 305 and shall thereafter constitute an LCE appurtenant to Unit 1135. The table set forth in Exhibit D to the Declaration is hereby amended to remove LCE parking space P19 from Unit 305 and to add that parking space to Unit 1135.

2. Reallocation of Par Value This transaction, because there is no net gain or loss for either Unit, does not effect a change in the par value or percentage interest for either Unit.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this day 23rd of July, 2010.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 23 day of July, 2010.

Notary Public

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

Nathan Ellis ~~Hawes~~ XXXXX Haws

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Nathan Ellis ~~Hawes~~ XXXXX Haws, this 27th day of July, 2010.

Notary Public

Rachel A. Meixner
Notary Public, State of Ohio
My Commission Expires 08-26-2013

201102110021805
Pgs: 5 $60.00 T20110010625
02/11/2011 1:58PM BXVORYS SATER
Daphne Hawk
Franklin County Recorder

FIFTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

CORRECTIVE AMENDMENT

The undersigned hereby certifies that copies of this Fifth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 11th day of February, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

FEB 11 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

FIFTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

Background

A. The Jackson on High, LLC, an Ohio limited liability company ("Declarant"), is the Declarant of The Jackson on High Condominium, which was created upon the recording of the Declaration and Bylaws of The Jackson on High Condominium together with the Drawings attached thereto and incorporated therein by reference (collectively, the "Declaration"), in Instrument Number 200912090177599 and 200912090177600;

B. Pursuant to the provisions of Section 1(c)(i) of Article XVII of the Declaration, Declarant has the power and authority to "... amend the Condominium Organizational Documents, to the extent necessary to ... (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee insurer, or guarantor ..."

C. Declarant determined that the unit table attached as Exhibit E to the Declaration contains typographical errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee insurer, or guarantor. Limited Common Element ("LCE") P66 was inadvertently omitted from the assignment of LCE parking spaces to Unit 1135, and the par value associated with P66 was not accounted for in the par value for Unit 1135 and the aggregate par value of all the Units in the Condominium. This omission caused all percentage interests in Common Elements listed in Exhibit B (with the exception of Unit 1135, which is owned by Declarant) to be slightly high.

D. Declarant, in its capacity as owner of all of the Units affected thereby, and pursuant to authority granted in the Declaration, executed and recorded that certain Second Amendment to Declaration (IN 201005280066773) and Third Amendment to Declaration (IN 201007270095249) to reallocate LCE parking spaces and storage spaces, which amendments affected the par values and therefore the percentage interests in Common Elements of certain Units. The First Amendment to Declaration (IN 201005140059518) and the Fourth Amendment to Declaration (IN 201007270095249) did not affect the par value of any Units.

E. The purpose of this Amendment to the Declaration is to correct the par values and percentage interests of all Units as established in the Declaration and as affected by all prior amendments to properly account for the assignment of LCE parking space P66 and the par value associated therewith

Declaration

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. **Exhibit E** to the Declaration, as previously amended from time to time, is hereby further amended and replaced in full by **Exhibit E** attached hereto and incorporated herein.

2. Except as specifically amended herein, the Declaration remains unchanged and shall continue in full force and effect.

There are no Exhibits A, B, C or D to this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11th day of February, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 11th day of February, 2011.

J. Theodore Smith
Notary Public

NOTARY PUBLIC STATE OF OHIO

J. THEODORE SMITH
ATTORNEY AT LAW
My commission has no expiration date.
Section 147.03 R.C.

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937	P14, P19, P20, P24, P28, P46, P47U&L - P52U&L, P57, P58, P59, P61, P70, P74 - P77, P80, P81	S2-S30	3.38	3.326%
Unit 1137	Yes	1,637	P2		1.69	1.663%
Unit 1147	Yes	1,001	P3		1.04	1.024%
Unit 201	No	1,561	P4		1.64	1.614%
Unit 202	No	1,061	P5		1.39	1.368%
Unit 203	No	1,775	P6		2.19	2.156%
Unit 204	No	1,708	P7		1.54	1.516%
Unit 205	No	1,304	P8		1.23	1.211%
Unit 206	No	1,817	P9		1.72	1.693%
Unit 207	No	2,039	P10		2.13	2.097%
Unit 208	No	2,670	P11		3.08	3.032%
Unit 209	No	1,741	P12		1.49	1.467%
Unit 210	No	2,148	P13		2.32	2.284%
Unit 211	No	1,220	P66		1.54	1.516%
Unit 301	No	1,302	P67		1.85	1.821%
Unit 302	No	1,061	P68		1.41	1.388%
Unit 303	No	1,781	P69		2.36	2.323%
Unit 304	No	1,300	P18		1.49	1.467%
Unit 305	No	966	P1		1.03	1.014%
Unit 306	No	1,299	P78 & P79		1.16	1.142%
Unit 307	No	2,083	P21		3.20	3.150%
Unit 308	No	2,053	P22		2.90	2.855%
Unit 309	No	1,253	P23		1.69	1.663%
Unit 310	No	1,220	P82 & P83		1.69	1.663%
Unit 401	No	2,343	P25		3.20	3.150%
Unit 402	No	1,747	P26		1.70	1.673%
Unit 403	No	966	P27		1.07	1.053%
Unit 404	No	1,302	P53U&L		1.67	1.644%
Unit 405	No	938	P29		1.33	1.309%
Unit 406	No	1,253	P30		1.78	1.752%
Unit 501	No	1,404	P31		2.06	2.028%
Unit 502	No	966	P32		1.18	1.162%
Unit 503	No	1,302	P33		1.74	1.713%
Unit 504	No	1,123	P34		1.64	1.614%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P35		3.03	2.983%
Unit 506	No	1,680	P36		2.42	2.382%
Unit 601	No	1,404	P37		2.16	2.126%
Unit 602	No	966	P38		1.28	1.260%
Unit 603	No	1,302	P39		1.84	1.811%
Unit 604	No	1,106	P40		1.75	1.723%
Unit 605	No	1,947	P41		3.14	3.091%
Unit 606	No	1,398	P42		2.21	2.175%
Unit 701	No	3,387	P43		5.29	5.207%
Unit 702	No	2,668	P44		4.18	4.115%
Unit 703	No	3,132	P45		4.90	4.823%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.530%
Unit 705	No	3,032	P54		4.29	4.223%
Totals		76,562			101.59	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Frankin
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Initial distribution of excess parking spaces and storage spaces all to Commercial Unit 1135.

201105040058041
Pgs: 5 $52.00 T20110028742
05/04/2011 2:37PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

SIXTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Sixth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 4th day of ~~April,~~ May 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: _____

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

MAY 04 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

SIXTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration (the "Declaration") of The Jackson on High Condominium (the "Condominium"), of record in Instrument Number 200912090177599 in the office of the Recorder of Franklin County, Ohio (the "Recorder's Office"), and the Drawings attached thereto and incorporated therein by reference, The Jackson On High, LLC, an Ohio limited liability company, the owner of all of the Units in the Condominium affected herein, hereby amends the Declaration to reallocate Limited Common Element ("LCE") parking spaces and storage spaces as set forth herein.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office,

All LCE parking spaces and storage spaces currently assigned to Units 1135, 1137 and 1147 shall cease to be LCEs to Unit 1135, 1137 and 1147 respectively and shall thereafter constitute LCEs appurtenant to Unit 701. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
1135	1.93	1.900%
1137	1.66	1.634%
1147	1.01	.994%
701	6.80	6.692%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1st day of April, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 1st day of April, 2011.

Notary Public

NOTARY PUBLIC STATE OF OHIO

J. THEODORE SMITH
ATTORNEY AT LAW
My commission has no expiration date.
Section 147.03 R.C.

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.900%
Unit 1137	Yes	1,637			1.66	1.634%
Unit 1147	Yes	1,001			1.01	0.994%
Unit 201	No	1,561	P4		1.64	1.614%
Unit 202	No	1,061	P5		1.39	1.368%
Unit 203	No	1,775	P6		2.19	2.156%
Unit 204	No	1,708	P7		1.54	1.516%
Unit 205	No	1,304	P8		1.23	1.211%
Unit 206	No	1,817	P9		1.72	1.693%
Unit 207	No	2,039	P10		2.13	2.097%
Unit 208	No	2,670	P11		3.08	3.032%
Unit 209	No	1,741	P12		1.49	1.467%
Unit 210	No	2,148	P13		2.32	2.284%
Unit 211	No	1,220	P66		1.54	1.516%
Unit 301	No	1,302	P67		1.85	1.821%
Unit 302	No	1,061	P68		1.41	1.388%
Unit 303	No	1,781	P69		2.36	2.323%
Unit 304	No	1,300	P18		1.49	1.467%
Unit 305	No	966	P1		1.03	1.014%
Unit 306	No	1,299	P78 & P79		1.16	1.142%
Unit 307	No	2,083	P21		3.20	3.150%
Unit 308	No	2,053	P22		2.90	2.855%
Unit 309	No	1,253	P23		1.69	1.663%
Unit 310	No	1,220	P82 & P83		1.69	1.663%
Unit 401	No	2,343	P25		3.20	3.150%
Unit 402	No	1,747	P26		1.70	1.673%
Unit 403	No	966	P27		1.07	1.053%
Unit 404	No	1,302	P53U&L		1.67	1.644%
Unit 405	No	938	P29		1.33	1.309%
Unit 406	No	1,253	P30		1.78	1.752%
Unit 501	No	1,404	P31		2.06	2.028%
Unit 502	No	966	P32		1.18	1.162%
Unit 503	No	1,302	P33		1.74	1.713%
Unit 504	No	1,123	P34		1.64	1.614%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P35		3.03	2.983%
Unit 506	No	1,680	P36		2.42	2.382%
Unit 601	No	1,404	P37		2.16	2.126%
Unit 602	No	966	P38		1.28	1.260%
Unit 603	No	1,302	P39		1.84	1.811%
Unit 604	No	1,106	P40		1.75	1.723%
Unit 605	No	1,947	P41		3.14	3.091%
Unit 606	No	1,398	P42		2.21	2.175%
Unit 701	No	3,387	P2, P3, P14, P19, P20, P24, P28, P43, P46, P47U&L - P52U&L, P57, P58, P59, P61, P70, P74 - P77, P80, P81	S2-S30	6.80	6.692%
Unit 702	No	2,668	P44		4.18	4.115%
Unit 703	No	3,132	P45		4.90	4.823%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.530%
Unit 705	No	3,032	P54		4.29	4.223%
Totals		76,562			101.59	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Sixth Amendment

201105040058048
Pgs 5 $52.00 T20110028742
05/04/2011 2:38PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

SEVENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Seventh Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 4th day of ~~April,~~ May 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

MAY 04 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

SEVENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, The Jackson on High, LLC, an Ohio limited liability company, the sole owner of Unit 701, and Mette P. Ibba, the sole owner of Unit 211, hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P31, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 501 and shall thereafter constitute an LCE appurtenant to Unit 211.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P66, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 211 and shall thereafter constitute an LCE appurtenant to Unit 501.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value This transaction, because there is no net gain or loss for either Unit, does not effect a change in the par value or percentage interest for either Unit.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

MPI

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1st day of April, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 1st day of April, 2011.

NOTARY PUBLIC STATE OF OHIO

J. THEODORE SMITH
ATTORNEY AT LAW
My commission has no expiration date.
Section 147.03 R.C.

J. Theodore Smith
Notary Public

Mette P. Ibba

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Mete P. Ibba, this 2nd day of May 2011.

Sue Ramsey
Notary Public

SUE RAMSEY
Notary Public, State of Ohio
My Commission Expires December 4, 2011

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.900%
Unit 1137	Yes	1,637			1.66	1.634%
Unit 1147	Yes	1,001			1.01	0.994%
Unit 201	No	1,561	P4		1.64	1.614%
Unit 202	No	1,061	P5		1.39	1.368%
Unit 203	No	1,775	P6		2.19	2.156%
Unit 204	No	1,708	P7		1.54	1.516%
Unit 205	No	1,304	P8		1.23	1.211%
Unit 206	No	1,817	P9		1.72	1.693%
Unit 207	No	2,039	P10		2.13	2.097%
Unit 208	No	2,670	P11		3.08	3.032%
Unit 209	No	1,741	P12		1.49	1.467%
Unit 210	No	2,148	P13		2.32	2.284%
Unit 211	No	1,220	P31		1.54	1.516%
Unit 301	No	1,302	P67		1.85	1.821%
Unit 302	No	1,061	P68		1.41	1.388%
Unit 303	No	1,781	P69		2.36	2.323%
Unit 304	No	1,300	P18		1.49	1.467%
Unit 305	No	966	P1		1.03	1.014%
Unit 306	No	1,299	P78 & P79		1.16	1.142%
Unit 307	No	2,083	P21		3.20	3.150%
Unit 308	No	2,053	P22		2.90	2.855%
Unit 309	No	1,253	P23		1.69	1.663%
Unit 310	No	1,220	P82 & P83		1.69	1.663%
Unit 401	No	2,343	P25		3.20	3.150%
Unit 402	No	1,747	P26		1.70	1.673%
Unit 403	No	966	P27		1.07	1.053%
Unit 404	No	1,302	P53U&L		1.67	1.644%
Unit 405	No	938	P29		1.33	1.309%
Unit 406	No	1,253	P30		1.78	1.752%
Unit 501	No	1,404	P66		2.06	2.028%
Unit 502	No	966	P32		1.18	1.162%
Unit 503	No	1,302	P33		1.74	1.713%
Unit 504	No	1,123	P34		1.64	1.614%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P35		3.03	2.983%
Unit 506	No	1,680	P36		2.42	2.382%
Unit 601	No	1,404	P37		2.16	2.126%
Unit 602	No	966	P38		1.28	1.260%
Unit 603	No	1,302	P39		1.84	1.811%
Unit 604	No	1,106	P40		1.75	1.723%
Unit 605	No	1,947	P41		3.14	3.091%
Unit 606	No	1,398	P42		2.21	2.175%
Unit 701	No	3,387	P2, P3, P14, P19, P20, P24, P28, P43, P46, P47U&L - P52U&L, P57, P58, P59, P61, P70, P74 - P77, P80, P81	S2-S30	6.80	6.692%
Unit 702	No	2,668	P44		4.18	4.115%
Unit 703	No	3,132	P45		4.90	4.823%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.530%
Unit 705	No	3,032	P54		4.29	4.223%
Totals		76,562			101.59	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Seventh Amendment

MP

201105040058050
Pgs. 6 $60.00 T20110028742
05/04/2011 2:39PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

EIGHTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM 3

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Eighth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this May day of ~~April,~~ 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

MAY 04 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

EIGHTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, The Jackson on High, LLC, an Ohio limited liability company, the sole owner of Units 504, 505 and 701, and Matthew James Chisman, the sole owner of Unit 406, hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P30, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 406 and shall thereafter constitute an LCE appurtenant to Unit 504.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P34, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 504 and shall thereafter constitute an LCE appurtenant to Unit 406.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P35, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 505 and shall thereafter constitute an LCE appurtenant to Unit 406.

d. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P28, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 505.

e. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
406	1.81	1.782%
504	1.64	1.614%
505	3.03	2.983%
701	6.77	6.662%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1st day of April, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 1st day of April, 2011.

J. Theodore Smith
Notary Public

NOTARY PUBLIC STATE OF OHIO

J. THEODORE SMITH
ATTORNEY AT LAW
My commission has no expiration date.
Section 147.03 R.C.

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P28		3.03	2.983%
Unit 506	No	1,680	P36		2.42	2.382%
Unit 601	No	1,404	P37		2.16	2.126%
Unit 602	No	966	P38		1.28	1.260%
Unit 603	No	1,302	P39		1.84	1.811%
Unit 604	No	1,106	P40		1.75	1.723%
Unit 605	No	1,947	P41		3.14	3.091%
Unit 606	No	1,398	P42		2.21	2.175%
Unit 701	No	3,387	P2, P3, P14, P19, P20, P24, P43, P46, P47U&L - P52U&L, P57, P58, P59, P61, P70, P74 - P77, P80, P81	S2-S30	6.77	6.662%
Unit 702	No	2,668	P44		4.18	4.115%
Unit 703	No	3,132	P45		4.90	4.823%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.530%
Unit 705	No	3,032	P54		4.29	4.223%
Totals		76,562			101.59	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Eighth Amendment

Matthew James Chisman

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Matthew James Chisman, this 5th day of April, 2011.

Notary Public

DEBORAH A. CONTIZANO
Notary Public, State of Ohio
My Commission Expires 12-25-15

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.900%
Unit 1137	Yes	1,637			1.66	1.634%
Unit 1147	Yes	1,001			1.01	0.994%
Unit 201	No	1,561	P4		1.64	1.614%
Unit 202	No	1,061	P5		1.39	1.368%
Unit 203	No	1,775	P6		2.19	2.156%
Unit 204	No	1,708	P7		1.54	1.516%
Unit 205	No	1,304	P8		1.23	1.211%
Unit 206	No	1,817	P9		1.72	1.693%
Unit 207	No	2,039	P10		2.13	2.097%
Unit 208	No	2,670	P11		3.08	3.032%
Unit 209	No	1,741	P12		1.49	1.467%
Unit 210	No	2,148	P13		2.32	2.284%
Unit 211	No	1,220	P31		1.54	1.516%
Unit 301	No	1,302	P67		1.85	1.821%
Unit 302	No	1,061	P68		1.41	1.388%
Unit 303	No	1,781	P69		2.36	2.323%
Unit 304	No	1,300	P18		1.49	1.467%
Unit 305	No	966	P1		1.03	1.014%
Unit 306	No	1,299	P78 & P79		1.16	1.142%
Unit 307	No	2,083	P21		3.20	3.150%
Unit 308	No	2,053	P22		2.90	2.855%
Unit 309	No	1,253	P23		1.69	1.663%
Unit 310	No	1,220	P82 & P83		1.69	1.663%
Unit 401	No	2,343	P25		3.20	3.150%
Unit 402	No	1,747	P26		1.70	1.673%
Unit 403	No	966	P27		1.07	1.053%
Unit 404	No	1,302	P53U&L		1.67	1.644%
Unit 405	No	938	P29		1.33	1.309%
Unit 406	No	1,253	P34&P35		1.81	1.782%
Unit 501	No	1,404	P66		2.06	2.028%
Unit 502	No	966	P32		1.18	1.162%
Unit 503	No	1,302	P33		1.74	1.713%
Unit 504	No	1,123	P30		1.64	1.614%

201105310068185
Pgs: 6 $60.00 T20110034174
05/31/2011 11:15AM BXVORYS
Daphne Hawk
Franklin County Recorder

TRANSFER
NOT NECESSARY

MAY 31 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

NINTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

CORRECTIVE AMENDMENT

The undersigned hereby certifies that copies of this Ninth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 31st day of May, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Marlena Kinsella

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

NINTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

Background

A. The Jackson on High, LLC, an Ohio limited liability company ("Declarant"), is the Declarant of The Jackson on High Condominium, which was created upon the recording of the Declaration and Bylaws of The Jackson on High Condominium together with the Drawings attached thereto and incorporated therein by reference (collectively, the "Declaration"), in Instrument Number 200912090177599 and 200912090177600;

B. Pursuant to the provisions of Section 1(c)(i) of Article XVII of the Declaration, Declarant has the power and authority to "... amend the Condominium Organizational Documents, to the extent necessary to ... (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee insurer, or guarantor ..."

C. Declarant determined that the Drawings incorporated into the Declaration as **Exhibit B** and the unit table attached as **Exhibit D** to the Declaration contain factual or obvious errors because the Condominium, as finally constructed, contains only 18 limited common element storage spaces, not the 30 storage spaces depicted on the Drawings and accounted for on **Exhibit D** (as previously amended from time to time). This error caused all percentage interests in Common Elements listed in Exhibit B to be slightly low.

D. Declarant also determined that the text of the Fifth Amendment to the Declaration erroneously referred to the Unit Table to the Declaration as **Exhibit E** instead of **Exhibit D**.

E. The purpose of this Amendment to the Declaration is to correct (i) the par values and percentage interests of all Units, as established in the Declaration and as affected by all prior amendments, to properly account for the total number of limited common element storage spaces in the Condominium, (ii) the depiction of the limited common element storage spaces in the Condominium, and (iii) the erroneous references to **Exhibit E** in the Fifth Amendment.

Declaration

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Sheet A100 of the Drawings, filed of record in Condominium Plat Book 214, page 12 (also known as the third page of Instrument Number 200912090177600), Recorder's Office, Franklin County, Ohio, is hereby supplemented and amended to replace the depiction of the limited common element storage spaces thereon with the storage space depiction attached hereto and incorporated herein as **Supplemental Exhibit B**.

2. **Exhibit D** to the Declaration, as previously amended from time to time, is hereby further amended and replaced in full by **Exhibit D** attached hereto and incorporated herein.

3. All instances of the term "**Exhibit E**" in that certain Fifth Amendment to Declaration of The Jackson on High Condominium, filed of record as Instrument Number 201102110021805 in the Recorder's Office, Franklin County, Ohio, are hereby replaced by the term "**Exhibit D**".

4. Except as specifically amended herein, the Declaration remains unchanged and shall continue in full force and effect.

There are no Exhibits A or C to this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27th day of May, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

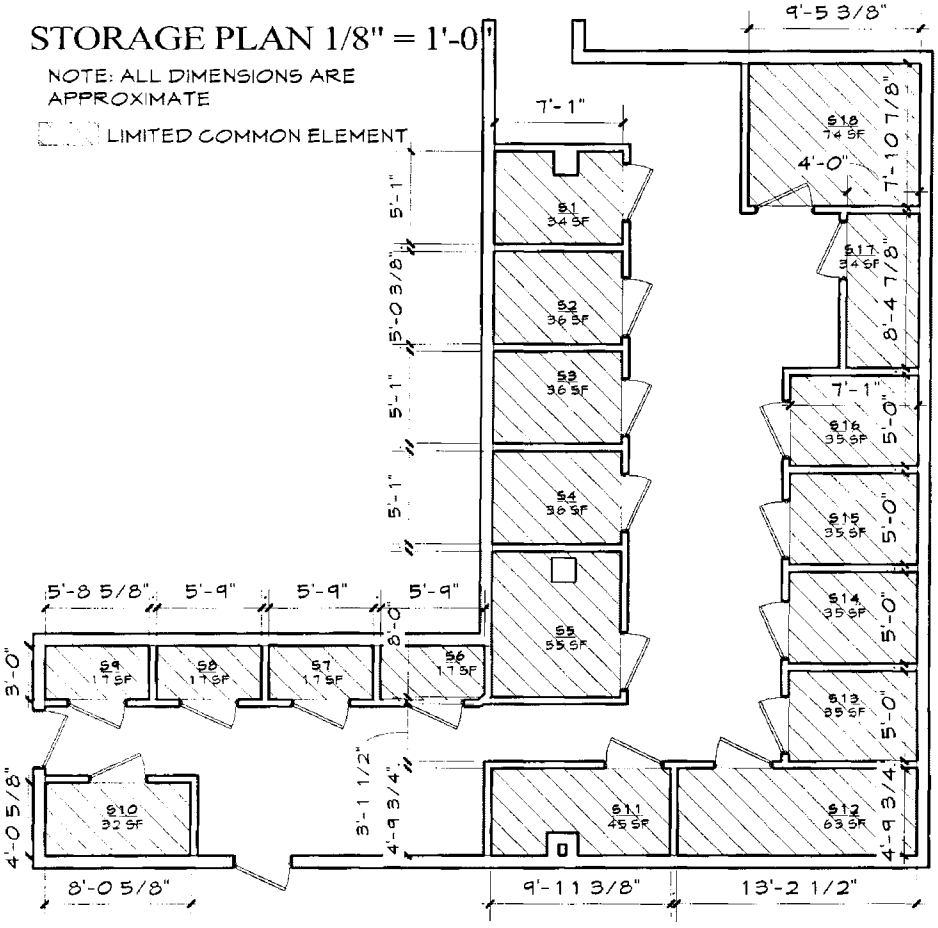
STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 27th day of May, 2011.

KATHRYN Y. CONLEY
Notary Public, State of Ohio
My Commission Expires 06-07-2012

Kathryn Y. Conley
Notary Public

SUPPLEMENTAL EXHIBIT B



THE UNDERSIGNED HEREBY CERTIFIES THAT THIS ARCHITECTURAL DRAWING, ACCURATELY SHOWS EACH BUILDING AS BUILT OR CONSTRUCTED.

GEORGE BERARDI REGISTERED ARCHITECT LICENSE NUMBER 6480

berardi + partners

369 East Livingston Ave. Columbus, Ohio 43215
Phone (614)221-1100 Fax (614)221-1411
Email: gb@berardi.com

ISSUE DATE: 5/27/2011 12:07:52 PM

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P5		1.39	1.371%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P7		1.54	1.519%
Unit 205	No	1,304	P8		1.23	1.214%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P68		1.41	1.391%
Unit 303	No	1,781	P69		2.36	2.329%
Unit 304	No	1,300	P18		1.49	1.470%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78 & P79		1.16	1.145%
Unit 307	No	2,083	P21		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82 & P83		1.69	1.667%
Unit 401	No	2,343	P25		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P27		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P29		1.33	1.312%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P32		1.18	1.164%
Unit 503	No	1,302	P33		1.74	1.717%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P36		2.42	2.388%
Unit 601	No	1,404	P37		2.16	2.131%
Unit 602	No	966	P38		1.28	1.263%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P3, P14, P19, P20, P24, P43, P46, P47U&L - P52U&L, P57, P58, P59, P61, P70, P74 - P77, P80, P81	S2-S18	6.53	6.443%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Ninth Amendment

TRANSFER
NOT NECESSARY

JUL 05 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201107050082975
Pgs: 5 $56.00 T20110041493
07/05/2011 2:38PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Tenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 5 day of July, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Steve E Kosleb

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersinged unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P69, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 303 and shall thereafter constitute an LCE appurtenant to Unit 701.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking spaces numbered P80 and P81, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 303.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
303	2.39	2.359%
701	6.50	6.413%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the

Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 24th day of June, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company
sole owner of Units 303 and 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 24th day of June, 2011.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P5		1.39	1.371%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P7		1.54	1.519%
Unit 205	No	1,304	P8		1.23	1.214%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P68		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18		1.49	1.470%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P21		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P25		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P27		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P29		1.33	1.312%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P32		1.18	1.164%
Unit 503	No	1,302	P33		1.74	1.717%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P36		2.42	2.388%
Unit 601	No	1,404	P37		2.16	2.131%
Unit 602	No	966	P38		1.28	1.263%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P3, P14, P19, P20, P24, P43, P46, P47U&L - P52U&L, P57, P58, P59, P61, P69, P70, P74 - P77	S2-S18	6.50	6.413%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Tenth Amendment

201108030096318
Pgs: 11 $100.00 T20110048260
08/03/2011 2:18PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TRANSFER
NOT NECESSARY

AUG 03 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

ELEVENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

(1)

AMERITITLE BOX

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Eleventh Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 3rd day of Aug, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence C. Mingo II
Franklin County Auditor

By: Shanda Kristain

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

ELEVENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersinged unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P5, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 202 and shall thereafter constitute an LCE appurtenant to Unit 204.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P7, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 204 and shall thereafter constitute an LCE appurtenant to Unit 202.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P8, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 205 and shall thereafter constitute an LCE appurtenant to Unit 701.

d. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking spaces numbered P76 and P77, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 205.

e. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE storage space number S17, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 205.

f. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P68, as depicted on Exhibit B to the

Declaration, shall cease to be an LCE to Unit 302 and shall thereafter constitute an LCE appurtenant to Unit 701.

g. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P14, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 302.

h. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P27, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 403 and shall thereafter constitute an LCE appurtenant to Unit 506.

i. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P29, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 405 and shall thereafter constitute an LCE appurtenant to Unit 403.

j. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P36, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 506 and shall thereafter constitute an LCE appurtenant to Unit 405.

k. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P37, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 601 and shall thereafter constitute an LCE appurtenant to Unit 405.

l. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P32, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 502 and shall thereafter constitute an LCE appurtenant to Unit 601.

m. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P24, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 502.

n. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
202	1.39	1.371%
204	1.54	1.519%
205	1.28	1.263%
302	1.41	1.391%
403	1.07	1.056%
405	1.36	1.342%
502	1.18	1.164%
506	2.42	2.388%
601	2.16	2.131%
701	6.42	6.334%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9th day of June, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 202, 506, 601 and 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe

Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 19th day of June, 2011.



Pamela Hubbard
Notary Public, State of Ohio
My Commission Expires 01-03-2016

Pamela Hubbard
Notary Public

John W. Lewis
Sole Owner of Unit 204

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by John W. Lewis, this 15th day of June, 2011.

Nicole Burge
Notary Public



NICOLE BURGE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-17-2013

Bryan Yuris Bryan Yuris

Bryan Yuris
Co-Owner of Unit 205

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bryan Yuris, this 23rd day of ~~June,~~ July 2011.



RACHELLE HATFIELD
Notary Public, State of Ohio
My Commission Expires April 21, 2013

Notary Public

Co-Jason Thien Vo
Owner of Unit 205

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Jason Thien Vo, this 23rd day of ~~June~~ July, 2011.



RACHELLE HATFIELD
Notary Public, State of Ohio
My Commission Expires April 21, 2013

Notary Public

Christopher W. Garrity
Sole Owner of Unit 302

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Christopher W. Garrity, this _____ day of June, 2011.

Notary Public

David R. Savini
Sole Owner of Unit 403

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by David R. Savini, this 22 day of June, 2011.

Notary Public

JACKIE BUDAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
September 14, 2011

Christopher W. Garrity
Sole Owner of Unit 302

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Christopher W. Garrity, this 18th day of ~~June~~ July, 2011.

Notary Public

Mohamed Sedala
Notary Public - State of Ohio
Recorded in Franklin County
My Commission expires on Aug 6th 2012

David R. Savini
Sole Owner of Unit 403

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by David R. Savini, this _____ day of June, 2011.

Notary Public

Brian Wolfrum
Sole Owner of Unit 405

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Brian Wolfrum, this _____ day of June, 2011.

Notary Public

Amber Cheung
Sole Owner of Unit 502

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Amber Cheung, this 18th day of ~~June~~ July (MMMF), 2011.

Megan M. Genheimer
Notary Public

MEGAN M. GENHEIMER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 05-14-2012

Christopher W. Garrity
Sole Owner of Unit 302

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Christopher W. Garrity, this _____ day of June, 2011.

Notary Public

David R. Savini
Sole Owner of Unit 403

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by David R. Savini, this _____ day of June, 2011.

Notary Public

Brian Wolfrum
Sole Owner of Unit 405

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Brian Wolfrum, this 25 day of ~~June~~ July, 2011.

Notary Public

TERESA E. MERS, Notary Public
In and for the State of Ohio
My Commission Expires Aug 15, 2015

Amber Cheung
Sole Owner of Unit 502

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Amber Cheung, this _____ day of June, 2011.

Notary Public

201108030096319
Pgs: 5 $52.00 T20110048260
08/03/2011 2:19PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TRANSFER
NOT NECESSARY

AUG 03 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

TWELFTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

(2)

AMERITITLE BOX

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twelfth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 3RD day of August, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Amanda Kustich

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWELFTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P19, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 304.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
304	1.52	1.500%
701	6.39	6.304%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26th day of July, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company
sole owner of Units 304 and 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 26th day of July, 2011.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7		1.39	1.371%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P21		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P25		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P33		1.74	1.717%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P27		2.42	2.388%
Unit 601	No	1,404	P32		2.16	2.131%
Unit 602	No	966	P38		1.28	1.263%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P3, P8, P20, P43, P46, P47U&L - P52U&L, P57, P58, P59, P61, P68, P69, P70, P74, P75	S2-S16, S18	6.39	6.304%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Twelfth Amendment

201110040125859
Pgs: 6 $64.00 T20110062888
10/04/2011 3:05PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

THIRTEENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

110676-DRAM (1)

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirteenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 4th day of Oct, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Sharon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

OCT 04 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

THIRTEENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P38, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 602 and shall thereafter constitute an LCE appurtenant to Unit 307.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P21, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 307 and shall thereafter constitute an LCE appurtenant to Unit 602.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P20, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 602.

d. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE storage space number S10, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 602.

e. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
602	1.33	1.312%
701	6.34	6.255%

Because Unit 307 neither gained nor lost any LCE, neither its Par Value nor its Percentage Interest in Common Elements is affected.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 3 day of October, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 307 & 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies this 3 day of October, 2011.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

Kandace Rusnak
Sole Owner of Unit 602

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Kandace Rusnak, this 29th day of September, 2011.

Notary Public

KETUN B. PATEL
Notary Public, State of Ohio
My Comm. Expires March 25, 2015

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Tax Value	% Interest in Common Elements (based on Tax Values)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7		1.39	1.371%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P38		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P25		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P33		1.74	1.717%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P27		2.42	2.388%
Unit 601	No	1,404	P32		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P3, P8, P43, P46, P47U&L - P52U&L, P57, P58, P59, P61, P68, P69, P70, P74, P75	S2-S9, S11-S16, S18	6.34	6.255%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Thirteenth Amendment

201110040125862
Pgs: 5 $56.00 T20110062888
10/04/2011 3:06PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

FOURTEENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

1106076-OR#M (2)

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Fourteenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 4 day of Oct, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Sharon Whitaker

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

OCT 04 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

FOURTEENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking spaces P74 and P75, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 701 and shall thereafter constitute LCE appurtenant to Unit 503.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P33, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 503 and shall thereafter constitute LCE appurtenant to Unit 701.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
503	1.77	1.746%
701	6.31	6.226%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the

Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 30 day of Sept., 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 503 and 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 30 day of Sept., 2011.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Pamela K. Allen
Notary Public, State of Ohio
My Commission Expires 12-14-2015

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (Based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7		1.39	1.371%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P38		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P25		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P27		2.42	2.388%
Unit 601	No	1,404	P32		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P3, P8, P33, P43, P46, P47U&L - P52U&L, P57, P58, P59*, P61**, P68, P69, P70	S2-S9, S11-S16, S18	6.31	6.226%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Fourteenth Amendment

TRANSFER
NOT NECESSARY

DEC 13 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201112130162500
Pgs: 6 $64.00 T20110080472
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Daphne Hawk
Franklin County Recorder

FIFTEENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

111 2006 - ORAM

1

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Fifteenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 13 day of Dec 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

FIFTEENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE storage space number S2, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 202.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
202	1.41	1.391%
701	6.29	6.206%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9th day of December, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Unit 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 9th day of December, 2011.

Gary R. Rader
Notary Public

NOTARIAL SEAL STATE OF OHIO

Gary R. Rader
Notary Public, State of Ohio
My Commission Expires 03-31-2014

Ralph A. Francesconi
Co-Owner of Unit 202

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Ralph A. Francesconi, this 9 day of NOVEMBER, 2011.

Notary Public

Valerie Francesconi
Co-Owner of Unit 202

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Valerie Francesconi, this 9 day of NOVEMBER, 2011.

Notary Public

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Square Footage of Unit	Parking Stall(s) Appurtenant to Unit	Storage Unit Appurtenant to Unit	Par Value	Percentage of Undivided Interest in Common Elements
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P38		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P25		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	[illegible]	Limited Common Element	Limited Common Element	[illegible]	[illegible]
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P27		2.42	2.388%
Unit 601	No	1,404	P32		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P3, P8, P33, P43, P46, P47U&L - P52U&L, P57, P58, P59*, P61**, P68, P69, P70	S3-S9, S11-S16, S18	6.29	6.206%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Fifteenth Amendment

TRANSFER
NOT NECESSARY

DEC 13 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201112130162501
Pgs: 5 $56.00 T20110080472
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Daphne Hawk
Franklin County Recorder

SIXTEENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

111 2006-0RAM

2

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Sixteenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 13 day of December, 2011, as required by §5311.06(B) of the Ohio Revised Code.

Clarence C. Mingo II
Franklin County Auditor

By: Sharon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

SIXTEENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P2, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 701 and shall thereafter constitute LCE appurtenant to Unit 401.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P25, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 401 and shall thereafter constitute LCE appurtenant to Unit 701.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Because there is no net gain or loss for either Unit, this Amendment does not effect a change in the par value or percentage interest for either Unit.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

Unit #	Commercial Unit (Yes/No)	Approximate Gross Interior Area (sq. ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Unit Volume	% Interest in Common Elements (Based on Par Value)
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P27		2.42	2.388%
Unit 601	No	1,404	P32		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P3, P8, P25, P33, P43, P46, P47U&L - P52U&L, P57, P58, P59*, P61**, P68, P69, P70	S3-S9, S11-S16, S18	6.29	6.206%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Sixteenth Amendment

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9th day of December, 2011.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 401 and 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 9th day of December, 2011.

Gary R. Rader
Notary Public

NOTARIAL SEAL STATE OF OHIO

Gary R. Rader
Notary Public, State of Ohio
My Commission Expires 03-31-2014

12/08/2011 12744514

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Area of Unit	Storage Unit(s) Appurtenant to the Unit	Storage Unit(s) Appurtenant to the Unit	Par Value	% Interest in Common Elements (Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P38		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P2		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%

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04/05/2012 2:27PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

SEVENTEENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

1

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Seventeenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 5th day of ~~February~~ APRIL, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

APR 05 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

SEVENTEENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P33, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 701 and shall thereafter constitute LCE appurtenant to Unit 401.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P2, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 401 and shall thereafter constitute LCE appurtenant to Unit 701.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Because there is no net gain or loss for either Unit, this Amendment does not effect a change in the par value or percentage interest for either Unit.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned, being the sole Owner of Unit 701, has executed this instrument this 13 day of ~~February~~ MARCH, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Unit 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 13 day of ~~February~~ MARCH, 2012.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Rachel A. Malner
Notary Public, State of Ohio
My Commission Expires 08-26-2013

IN WITNESS WHEREOF, the undersigned, being all of the Co-Owners of Unit 401, have executed this instrument this 29th day of February, 2012.

Vladimir A. Alexander, Co-Owner of Unit 401

Jenny E. Alexander, Co-Owner of Unit 401

for Leah Jean Alexander
Leah Jean Alexander, Co-Owner of Unit 401

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Vladimir A. Alexander this 29th day of February, 2012.

SHERRY JACKASAL-LA BONTE
MY COMMISSION # DD 847765
EXPIRES: December 29, 2012
Bonded Thru Notary Public Underwriters

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Jenny E. Alexander this 29th day of February, 2012.

SHERRY JACKASAL-LA BONTE
MY COMMISSION # DD 847765
EXPIRES: December 29, 2012
Bonded Thru Notary Public Underwriters

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Leah Jean Alexander this 29th day of February, 2012.

SHERRY JACKASAL-LA BONTE
MY COMMISSION # DD 847765
EXPIRES: December 29, 2012
Bonded Thru Notary Public Underwriters

Notary Public

EXHIBIT D

Unit Table

Unit	Residential Unit (Yes/No)	Approximate Area (Sq. Ft.)	Limited Common Element - Assigned Space(s)	Limited Common Element - Storage Space(s)	Par Value	Value of the Common Elements (Assigned Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P38		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P26		1.70	1.677%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P66		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Permanent Parking Easement Parking Space(s)	Limited Common Element Parking Space(s)	Part Value	Percentage Interest in Common Elements (Based on Part Value)
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P27		2.42	2.388%
Unit 601	No	1,404	P32		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P39		1.84	1.815%
Unit 604	No	1,106	P40		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P3, P8, P25, P43, P46, P47U&L - P52U&L, P57, P58, P59*, P61**, P68, P69, P70	S3-S9, S11-S16, S18	6.29	6.206%
Unit 702	No	2,668	P44		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Seventeenth Amendment

T/1

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Daphne Hawk
Franklin County Recorder

EIGHTEENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

2

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Eighteenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 5th day of ~~March~~ APRIL, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Smith

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

APR 05 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

EIGHTEENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office (the "Effective Date"):

a. LCE parking space number P66, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 501 and shall thereafter constitute an LCE appurtenant to Unit 604;

b. LCE parking space number P40, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 604 and shall thereafter constitute an LCE appurtenant to Unit 501;

c. LCE parking space number P27, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 506 and shall thereafter constitute an LCE appurtenant to Unit 601;

d. LCE parking space number P32, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 601 and shall thereafter constitute an LCE appurtenant to Unit 506;

e. LCE parking space number P44, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 702 and shall thereafter constitute an LCE appurtenant to Unit 506;

f. LCE storage space number S3, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 506;

g. LCE parking space number P69, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 604;

h. LCE parking space number P3, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 702;

i. LCE parking space number P38, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 307 and shall thereafter constitute an LCE appurtenant to Unit 402;

j. LCE parking space number P26, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 402 and shall thereafter constitute an LCE appurtenant to Unit 307;

k. LCE parking space number P39, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 603 and shall thereafter constitute an LCE appurtenant to Unit 402;

l. LCE parking space number P46, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 603; and

m. the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the Effective Date, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
307	3.20	3.157%
402	1.73	1.707%
501	2.06	2.033%
506	2.47	2.437%
601	2.16	2.131%
603	1.84	1.815%
604	1.78	1.756%
701	6.18	6.098%
702	4.18	4.124%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[remainder of page intentionally blank – signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 29 day of March, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 307, 402, 501, 506, 601, 603, 604, 701 & 702

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 29 day of March, 2012.

Notary Public



Rachel A. Meiner
Notary Public, State of Ohio
My Commission Expires 08-26-2013

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Square Footage	Limited Common Element Storage Space	Limited Common Element Storage Space	Unit Factor	Unit Common Element Factor
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P9		1.72	1.697%
Unit 207	No	2,039	P10		2.13	2.102%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39		1.73	1.707%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%

Unit	Commercial Unit (Yes/No)	Square Footage of Unit (Sq. Ft.)	Number(s) of Parking Space(s)	Number(s) of Storage Space(s)	Number of Votes	Percentage of Ownership Interest
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P27		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P66&P69		1.78	1.756%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P2, P8, P25, P43, P47U&L - P52U&L, P57, P58, P59*, P61**, P68, P70	S4-S9, S11-S16, S18	6.18	6.098%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Eighteenth Amendment

TRANSFER
NOT NECESSARY

MAY 2 3 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

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Daphne Hawk
Franklin County Recorder

NINETEENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Nineteenth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 23 day of May, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By:

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

NINETEENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office (the "Effective Date"):

a. LCE parking space number P10, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 207 and shall thereafter constitute an LCE appurtenant to Unit 206;

b. LCE parking spaces numbered P50U&L, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 207;

c. LCE parking spaces numbered P2, P8, P25, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59, P61, P68 and P70, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 701 and shall thereafter constitute an LCE appurtenant to Unit 206;

d. LCE storage spaces numbered S4, S5, S6, S7, S8, S9, S11, S12, S13, S14, S15 and S26, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 701 and shall thereafter constitute LCE appurtenant to Unit 206; and

e. the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the Effective Date, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

[continued on following page]

Unit Number	Par Value	% Interest In Common Elements
206	2.53	2.497%
207	2.16	2.131%
701	5.34	5.269%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[remainder of page intentionally blank – signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23 day of May, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 206, 207 and 701

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 23 day of May, 2012.

Notary Public



Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element (Parking Space(s))	Limited Common Element (Storage Space(s))	Par Value	Interest in Common Elements (Undivided Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P2, P8, P9, P10, P25, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59*, P61**, P68, P70	S4, S5, S6, S7, S8, S9, S11, S12, S13, S14, S15, S16	2.53	2.497%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39		1.73	1.707%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (Percentage Value)
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P27		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P66&P69		1.78	1.756%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Nineteenth Amendment

TRANSFER
NOT NECESSARY

MAY 2 3 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

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Daphne Hawk
Franklin County Recorder

TWENTIETH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twentieth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 23 day of May 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence C. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTIETH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE storage space number S6, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 206 and shall thereafter constitute an LCE appurtenant to Unit 402.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
206	2.51	2.477%
402	1.75	1.727%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23 day of May, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Unit 206

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 23 day of May, 2012.

Notary Public



Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

Melissa Stewart Hanning
Sole Owner of Unit 402

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Melissa Stewart Hanning, this 19 day of April, 2012.

Notary Public

RYAN OWEN
Notary Public, State of Ohio
My Commission Expires 02-24-2013

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq Ft)	Limited Common Element - Parking Space(s)	Limited Common Element - Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P2, P8, P9, P10, P25, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59*, P61**, P68, P70	S4, S5, S7, S8, S9, S11, S12, S13, S14, S15, S16	2.51	2.477%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P13		2.32	2.289%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%

Unit	Commercial Unit? (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%
Unit 505	No	1,964	P28		3.03	2.990%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P27		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P66&P69		1.78	1.756%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Twentieth Amendment

201206210088955
Pgs: 5 $56.00 T20120045146
06/21/2012 2:34PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TWENTY-FIRST AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

1203036-SRAM 3

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-First Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 21st day of June, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Smith

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TRANSFER
NOT NECESSARY

JUN 21 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

TWENTY-FIRST AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P27, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 601 and shall thereafter constitute an LCE appurtenant to Unit 505.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P13, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 210 and shall thereafter constitute an LCE appurtenant to Unit 604.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking spaces numbered P66&P69, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 604 and shall thereafter constitute an LCE appurtenant to Unit 210.

d. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P2, P8, P9, P10, P25, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59*, P61**, P68, P70	S4, S5, S7, S8, S9, S11, S12, S13, S14, S15, S16	2.51	2.477%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%

Unit #	Commercial Unit (Yes or No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space #	Limited Common Element Storage Space #	Parking Points	% Interest in Common Elements (rounded to 3 decimal places)
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%
Unit 505	No	1,964	P27&P28		3.06	3.019%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404			2.13	2.102%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P13		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Twenty First Amendment

Unit Number	Par Value	% Interest In Common Elements
210	2.35	2.318%
505	3.06	3.019%
601	2.13	2.102%
604	1.75	1.727%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 20 day of June, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 210, 505, 601 & 604

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 20 day of June, 2012.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

TRANSFER
NOT NECESSARY

JUL - 5 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201207050096067
Pgs: 5 $56.00 T20120048371
07/05/2012 3:07PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TWENTY-SECOND AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

1205007-SRAM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Second Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 5 day of ~~June~~ July, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Marcia Smith

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-SECOND AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE storage space number S11, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 206 and shall thereafter constitute an LCE appurtenant to Unit 505.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P25, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 206 and shall thereafter constitute an LCE appurtenant to Unit 309.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space number P23, as depicted on Exhibit B to the Declaration, shall cease to be an LCE to Unit 309 and shall thereafter constitute an LCE appurtenant to Unit 206.

d. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
206	2.49	2.457%
309	4.69	1.667%
505	3.08	3.039%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 29 day of June, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 206 & 505

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 29 day of June, 2012.

Notary Public



Rachel A. Malner
Notary Public, State of Ohio
My Commission Expires 06-26-2013

EXHIBIT D
Unit Table

Unit #	Combined Unit (Yes / No)	Approximate Gross Square Feet	Limited Common Elements (Porches / Decks)	Limited Common Elements (Storage)	Percentage	Percentage of Common Elements Assigned to Unit
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P2, P8, P9, P10, P23, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59*, P61**, P68, P70	S4, S5, S7, S8, S9, S12, S13, S14, S15, S16	2.49	2.457%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P12		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%

Unit	Commercial Unit (Yes or No)	Square Footage	Parking Space(s)	Storage Space(s)	Percentage	Percentage (Decimal)
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P30		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404			2.13	2.102%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P13		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Twenty-Second Amendment

TRANSFER
NOT NECESSARY

AUG 09 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201208090115749
Pgs: 7 $72.00 T20120058342
08/09/2012 4:17PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TWENTY-THIRD AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

AMERITITLE DOWNTOWN 1207094-SRAM 1

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Third Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 9th day of ~~July~~ AUGUST, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Christian

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-THIRD AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P9, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 504.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P30, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 504 and shall thereafter constitute LCE appurtenant to Unit 209.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P12, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 209 and shall thereafter constitute LCE appurtenant to Unit 206.

d. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Because there is no net gain or loss for either Unit, this Amendment does not effect a change in the par value or percentage interest for either Unit.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each

respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2 day of ~~July~~ August, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Unit 206

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 2 day of ~~July~~ AUGUST, 2012.

Notary Public

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

Kelly M. Tierney
Sole Owner of Unit 209

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Kelly M. Tierney, the sole owner of Unit 209, this 20th day of July, 2012.

Notary Public

KETUN B. PATEL
Notary Public, State of Ohio
My Comm. Expires March 25, 2015

Geoffrey A. Rensi
Sole Owner of Unit 504

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Geoffrey A. Rensi, the sole owner of Unit 504, this 18th day of July, 2012.

Notary Public

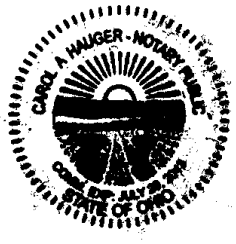


EXHIBIT D

Unit Table

Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P2, P8, P10, P12, P23, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59*, P61**, P68, P70	S4, S5, S7, S8, S9, S12, S13, S14, S15, S16	2.49	2.457%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P22		2.90	2.861%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%

Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404			2.13	2.102%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P13		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Twenty-Third Amendment

TRANSFER
NOT NECESSARY

AUG 09 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201208090115750
Pgs: 5 $56.00 T20120058342
08/09/2012 4:18PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TWENTY-FOURTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

Amerititle Downtown 1207094-SRAM 2

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Fourth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 9th day of August, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence C. Mingo II
Franklin County Auditor

By: Shannon Linthicum

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-FOURTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owner(s) hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P12 and LCE storage space P15, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 308.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P13, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 604 and shall thereafter constitute LCE appurtenant to Unit 308.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P22, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 308 and shall thereafter constitute LCE appurtenant to Unit 604.

d. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
206	2.44	2.407%
308	2.95	2.911%
604	1.75	1.727%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 6 day of August, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 206, 308 and 604

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 6 day of August, 2012.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P2, P8, P10, P23, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59*, P61**, P68, P70	S4, S5, S7, S8, S9, S12, S13, S14, S16	2.44	2.407%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404			2.13	2.102%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P22		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Twenty-Fourth Amendment

TRANSFER
NOT NECESSARY

AUG - 9 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201208090115751
Pgs: 5 $56.00 T20120058342
08/09/2012 4:18PM BXAMERITITLE
Daphne Hawk
Franklin County Recorder

TWENTY-FIFTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

Amerititle Downtown 1207094-SRAM 3

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Fifth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 9th day of August, 2012, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E. Mingo II
Franklin County Auditor

By: Shannon Kirstein

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-FIFTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owner(s) hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element.

a. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P23, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 309.

b. Effective as of the date this Amendment is recorded in the Recorder's Office, LCE parking space P25, as depicted on Exhibit B to the Declaration, shall cease to be LCE to Unit 309 and shall thereafter constitute LCE appurtenant to Unit 206.

c. Effective as of the date this Amendment is recorded in the Recorder's Office, the unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Because there is no net gain or loss for either Unit, this Amendment does not effect a change in the par value or percentage interest for either Unit.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 8 day of August, 2012.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 206 and 309

By: JBH Holdings, LLC, its sole member

By: Bradley A. Howe
Bradley A. Howe, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Bradley A. Howe, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 7 day of August, 2012.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P4		1.64	1.618%
Unit 202	No	1,061	P7	S2	1.41	1.391%
Unit 203	No	1,775	P6		2.19	2.161%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P2, P8, P10, P25, P43, P47U&L, P48U&L, P49U&L, P51U&L, P52U&L, P59*, P61**, P68, P70	S4, S5, S7, S8, S9, S12, S13, S14, S16	2.44	2.407%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P67		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P26		3.20	3.157%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40		2.06	2.033%
Unit 502	No	966	P24		1.18	1.164%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404			2.13	2.102%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P46		1.84	1.815%
Unit 604	No	1,106	P22		1.75	1.727%
Unit 605	No	1,947	P41		3.14	3.098%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3		4.18	4.124%
Unit 703	No	3,132	P45		4.90	4.835%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P54		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871
P59	Instr. 201005140059522

Handicap parking spaces are unassigned.
Twenty-Fifth Amendment

201301220010801
Pgs: 10 $96.00 T20130005907
01/22/2013 2:19PM BXAMERITITL
Terry J. Brown
Franklin County Recorder

TRANSFER
NOT NECESSARY

JAN 2 2 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

Ameritith Box

TWENTY-SIXTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Sixth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 22 day of January, 2013, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-SIXTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P4 shall cease to be LCE to Unit 201 and shall thereafter constitute LCE appurtenant to Unit 702;

ii. P7 shall cease to be LCE to Unit 202 and shall thereafter constitute LCE appurtenant to Unit 307;

iii. P6 shall cease to be LCE to Unit 203 and shall thereafter constitute LCE appurtenant to Unit 202;

iv. P2, P51U&L, P52U&L, P59, P61, P68, S4, S5, S7 and S9 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 703;

v. P8 and S14 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 307;

vi. P10 and S8 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 605;

vii. P25 and P43 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 501;

viii. P47U&L and P48U&L shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 705;

ix. S12 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 702;

x. P49U&L shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 203;

xi. P70 and S16 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 603;

xii. P67 shall cease to be LCE to Unit 301 and shall thereafter constitute LCE appurtenant to Unit 703;

xiii. P26 shall cease to be LCE to Unit 307 and shall thereafter constitute LCE appurtenant to Unit 603;

xiv. P40 shall cease to be LCE to Unit 501 and shall thereafter constitute LCE appurtenant to Unit 201;

xv. P46 shall cease to be LCE to Unit 603 and shall thereafter constitute LCE appurtenant to Unit 206;

xvi. P41 shall cease to be LCE to Unit 605 and shall thereafter constitute LCE appurtenant to Unit 201;

xvii. P45 shall cease to be LCE to Unit 703 and shall thereafter constitute LCE appurtenant to Unit 206;

xviii. P54 shall cease to be LCE to Unit 705 and shall thereafter constitute LCE appurtenant to Unit 301; and

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
201	1.67	1.648%
202	1.41	1.391%
203	2.22	2.190%
206	1.77	1.746%
301	1.85	1.825%
307	3.25	3.207%
501	2.09	2.062%
603	1.89	1.865%
605	3.16	3.118%
702	4.29	4.233%
703	5.22	5.150%
705	4.32	4.262%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 11 day of January, 2013.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 201, 203, 301, 307, 501, 605, 702, 703 & 705

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 11 day of January, 2013.

_____
Notary Public

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

14th IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day of January, 2013.

Dannie Mark Devol, II, Trustee of the Dannie Mark Devol, II, Revocable Trust dated June 27, 2012
Sole Owner of Unit 206

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Dannie Mark Devol, II, Trustee of the Dannie Mark Devol, II, Revocable Trust dated June 27, 2012, Sole Owner of Unit 206, this 14th day of January, 2013.

Notary Public

BEVERLY R. BROOKS
MY COMMISSION # EE854952
EXPIRES: November 29, 2016

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 11 day of January, 2013.

James Kobacker
Sole Owner of Unit 603

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by James Kobacker, the sole owner of Unit 603, this 11 day of January, 2013.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 16 day of January, 2013.

Ralph A. Francesconi
Co-Owner of Unit 202

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Ralph A. Francesconi, a co-owner of Unit 202, this 16 day of January, 2013.

Notary Public

Valerie Francesconi
Co-Owner of Unit 202

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Valerie Francesconi, a co-owner of Unit 202, this 16 day of January, 2013.

Notary Public

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P40&P41		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P49U&L		2.22	2.190%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P23		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P25&P43		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74 & P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404			2.13	2.102%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Linked Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 605	No	1,947	P10	S8	3.16	3.118%
Unit 606	No	1,398	P42		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3 & P4	S12	4.29	4.233%
Unit 703	No	3,132	P2, P51U&L, P52U&L, P59*, P61**, P67, P68	S4, S5, S7, S9	5.22	5.150%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P47U&L, P48U&L		4.32	4.262%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.

Twenty-Sixth Amendment

TRANSFER
NOT NECESSARY

MAR 25 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201303250049061
Pgs: 10 $96.00 T20130025644
03/25/2013 2:30PM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

1203037-SEAM

TWENTY-SEVENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Seventh Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 25 day of March, 2013, as required by §5311.06(B) of the Ohio Revised Code.

Franklin County Auditor

Clarence E Mingo II

By: Michael Dotson
Deputy Auditor

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-SEVENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P40&P41 shall cease to be LCE to Unit 201 and shall thereafter constitute LCE appurtenant to Unit 203;

ii. P49U&L shall cease to be LCE to Unit 203 and shall thereafter constitute LCE appurtenant to Unit 201;

iii. P54 shall cease to be LCE to Unit 301 and shall thereafter constitute LCE appurtenant to Unit 601;

iv. P23 shall cease to be LCE to Unit 309 and shall thereafter constitute LCE appurtenant to Unit 301;

v. P25 shall cease to be LCE to Unit 501 and shall thereafter constitute LCE appurtenant to Unit 309;

vi. P42 shall cease to be LCE to Unit 606 and shall thereafter constitute LCE appurtenant to Unit 501; and

vii. P2 shall cease to be LCE to Unit 703 and shall thereafter constitute LCE appurtenant to Unit 606.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
201	1.67	1.648%
203	2.22	2.190%
301	1.85	1.825%
309	1.09	1.667%
501	2.09	2.062%
601	2.16	2.131%
606	2.21	2.181%
703	5.19	5.121%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 8th day of March, 2013.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 203 and 301

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 8 day of March, 2013.

_____
Notary Public

PAMELA J. LLOYD
Notary Public, State of Ohio
My Comm. Expires Feb. 05, 2016

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 2nd day of February, 2013.

Tara Lynn Usakoski
Sole Owner of Unit 309

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Tara Lynn Usakoski, Sole Owner of Unit 309, this 2nd day of February, 2013.

Notary Public



IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 4th day of February, 2013.

Gregory J. Price
Sole Owner of Unit 601

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gregory J. Price, the sole owner of Unit 601, this 4th day of February, 2013.

Notary Public

NOTARIAL SEAL OHIO

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 6th day of February, 2013.

Toby Jackson

Toby Jackson
Sole Owner of Unit 606

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Toby Jackson, the sole owner of Unit 601, this 6th day of ~~January~~ February, 2013.

Lisa A. Brainard-Bitzel

Notary Public

Lisa A. Brainard-Bitzel
Notary Public, State of Ohio
My Commission Expires 04-25-2014

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P40&P41		2.22	2.190%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670	P11		3.08	3.039%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P23		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P42&P43		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P54		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 605	No	1,947	P10	S8	3.16	3.118%
Unit 606	No	1,398	P2		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3 & P4	S12	4.29	4.233%
Unit 703	No	3,132	P51U&L, P52U&L, P59*, P61**, P67, P68	S4, S5, S7, S9	5.19	5.121%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P47U&L, P48U&L		4.32	4.262%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Twenty-Seventh Amendment

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 22 day of March, 2013.

Mark Todd Palmer
Co-Owner of Unit 501

Tina Marie Palmer
Co-Owner of Unit 501

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Mark Todd Palmer and Tina Marie Palmer, co-owners of Unit 501, this 22 day of March, 2013.

Notary Public

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

TRANSFER
NOT NECESSARY

MAR 25 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201303250049062
Pgs: 6 $64.00 T20130025644
03/25/2013 2:31PM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

1203037-SRAM

TWENTY-EIGHTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Eighth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 25 day of March, 2013, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-EIGHTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P11 shall cease to be LCE to Unit 208 and shall thereafter constitute LCE appurtenant to Unit 605.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
208	3.05	3.009%
605	3.19	3.148%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 8 day of March, 2013.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Unit 605

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 8 day of March, 2013.

_____
Notary Public

PAMELA J. LLOYD
Notary Public, State of Ohio
My Comm. Expires Feb. 05, 2016

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 15th day of March, 2013.

Natalie Sherman
Sole Owner of Unit 208

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Natalie Sherman, Sole Owner of Unit 208, this 15th day of March, 2013.

Notary Public

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P40&P41		2.22	2.190%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P23		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P42&P43		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P54		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Approximate Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 605	No	1,947	P10&P11	S8	3.19	3.148%
Unit 606	No	1,398	P2		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3 & P4	S12	4.29	4.233%
Unit 703	No	3,132	P51U&L, P52U&L, P59*, P61**, P67, P68	S4, S5, S7, S9	5.19	5.121%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P47U&L, P48U&L		4.32	4.262%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Twenty-Eighth Amendment

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Pgs: 8 $80.00 T20130025644
03/25/2013 2:32PM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

TRANSFER
NOT NECESSARY

MAR 25 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

1203037-SRAM

TWENTY-NINTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Twenty-Ninth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 25 day of March, 2013, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Ditsen

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

TWENTY-NINTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P40 and P41 shall cease to be LCE to Unit 203 and shall thereafter constitute LCE appurtenant to Unit 501.

ii. P42 and P43 shall cease to be LCE to Unit 501 and shall thereafter constitute LCE appurtenant to Unit 203.

iii. P23 shall cease to be LCE to Unit 301 and shall thereafter constitute LCE appurtenant to Unit 601.

iv. P54 shall cease to be LCE to Unit 601 and shall thereafter constitute LCE appurtenant to Unit 301.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Because there is no net gain or loss for any Unit, this Amendment does not effect a change in the par value or percentage interest for any Unit.

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and

payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 8th day of March, 2013.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 203 and 301

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 8 day of March, 2013.

_____
Notary Public

PAMELA J. LLOYD
Notary Public, State of Ohio
My Comm. Expires Feb. 05, 2016

EXHIBIT D
Unit Table

Unit	Commercial	[illegible]	[illegible]	Limited Common Element	[illegible]	% Interest in the Common Element (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P23		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Limited Common Element (Yes or No)	Square Footage (Rounded to Nearest Square Foot)	Parking Space(s)	Storage Unit(s) (Limited Common Element)	Par Value	% Interest in Common Elements (Based on Par Value)
Unit 605	No	1,947	P10&P11	S8	3.19	3.148%
Unit 606	No	1,398	P2		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P3 & P4	S12	4.29	4.233%
Unit 703	No	3,132	P51U&L, P52U&L, P59*, P61**, P67, P68	S4, S5, S7, S9	5.19	5.121%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P47U&L, P48U&L		4.32	4.262%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Twenty-Ninth Amendment

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 12 day of March, 2013.

Gregory J. Price
Sole Owner of Unit 601

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gregory J. Price, the sole owner of Unit 601, this 12 day of March, 2013.

Notary Public

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

3/07/2013 15953505

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 22 day of March, 2013.

Mark Todd Palmer
Co-Owner of Unit 501

Tina Marie Palmer
Co-Owner of Unit 501

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Mark Todd Palmer and Tina Marie Palmer, co-owners of Unit 501, this 22 day of March, 2013.

Notary Public

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2013

TRANSFER
NOT NECESSARY

JUL 16 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201307160119042
Pgs: 5 $52.00 T20130063738
07/16/2013 3:19PM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

CONVEYANCE TAX
EXEMPT
M MWD

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

THIRTIETH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

130680-SRAM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirtieth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this ___ day of July, 2013, as required by §5311.06(B) of the Ohio Revised Code.

Franklin County Auditor

By: Michael Dotson
Deputy Auditor

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

THIRTIETH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P47 U&L and P48 U&L shall cease to be LCE to Unit 705 and shall thereafter constitute LCE appurtenant to Unit 702; and

ii. P3 & P4 shall cease to be LCE to Unit 702 and shall thereafter constitute LCE appurtenant to Unit 705.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
702	4.35	4.292%
705	4.26	4.203%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and

payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

12th IN WITNESS WHEREOF, the undersigned has executed this instrument as of the of July, 2013.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 702 and 705

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 12th day of July, 2013.

Rachel A. Meiner
Notary Public, State of Ohio
My Commission Expires 08-26-2013

_____ Notary Public

EXHIBIT D

Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5		1.54	1.519%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P23		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 605	No	1,947	P10&P11	S8	3.19	3.148%
Unit 606	No	1,398	P2		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P47U&L, P48U&L	S12	4.35	4.292%
Unit 703	No	3,132	P51U&L, P52U&L, P59*, P61**, P67&P68	S4, S5, S7, S9	5.19	5.121%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P3 & P4		4.26	4.203%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Thirtieth Amendment

TRANSFER
NOT NECESSARY

JUN 23 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

[redacted]
201406230078853
Pgs: 6 $64.00 T20140042063
06/23/2014 3:52PM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

CONVEYANCE TAX
EXEMPT
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CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

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Pgs: 8 $84.00 T20140044556
07/02/2014 3:25PM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

RERECORD TO ADD EXHIBIT "D"

THIRTY-FIRST AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

AMERITITLE BOX

1401029-SRAM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirty-first Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 23 day of JUNE, 2014, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson
Deputy Auditor

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

CONVEYANCE TAX
EXEMPT
C MWD
CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY

JUL 02 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201403180032614
Pgs: 3 $60.00 T20140017760
03/18/2014 11:31AM BXLOVELAND BO
Terry J. Brown
Franklin County Recorder

SUPPLEMENTAL AMENDMENT TO THE JACKSON ON HIGH CONDOMINIUM DECLARATION AND BYLAWS

Cross-Reference: Instrument No. 200912090177599

CERTIFICATE OF AUDITOR

A copy of this Supplemental Amendment to The Jackson on High Condominium Declaration and Bylaws was filed with this office on 18th March, 2014.

Clarence E. Mingo II
Franklin County Auditor

Deputy Auditor

This instrument prepared by Kristen L. Martin, attorney at law, Brosius, Johnson & Griggs, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352

TRANSFER
NOT NECESSARY

MAR 18 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

SUPPLEMENTAL AMENDMENT
TO
THE JACKSON ON HIGH CONDOMINIUM
DECLARATION AND BYLAWS

This is a Supplemental Amendment to The Jackson on High Condominium Declaration and Bylaws, made on or as of the 3RD day of March, 2014.

Recitals

A. The Jackson on High Condominium ("the 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 Jackson on High Condominium Declaration and Bylaws ("the Declaration"), recorded as Instrument No. 200912090177599 and the Drawings thereof, recorded in Condominium Plat Book 214, Pages 10-25 (Instrument No. 200912090177600) (the "Drawings"), both of the records of the Recorder of Franklin County, Ohio.

B. Unit owners in the Condominium wish to allow for a portion of the Common Element roof area of the building to be used for a limited commercial purpose and authorize the Board to enter into one or more agreements permitting space on the roof to be used for the installation of antenna(s) and for other portions of the Common Elements to be used for ancillary facilities associated with the same.

C. Pursuant to the provisions of Article XVII, Section 1 of the Declaration, and Chapter 5311 of the Revised Code of Ohio, the Declaration may be amended in the respects modified and amended hereby with the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees.

D. Unit owners exercising seventy-five percent (75%) or more of the voting power of Unit owners duly approved and consented to the adoption of this Supplemental Amendment to the Declaration. There are no Eligible Mortgagees and thus no such consents are necessary.

E. These amendments to the Declaration, do not, in any way, enlarge, diminish, or change the size, location, composition, scope or extent of any existing Unit, nor the Unit designation of any existing Unit.

Amendment

NOW THEREFORE, the undersigned officers of The Jackson on High Condominium Association hereby certify that Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners have adopted the following amendments to the Declaration, and further certify that there are no Eligible Mortgagees:

(Continued next page)

1. Article III, Section 2(b) of the Declaration, is hereby amended by inserting the following language immediately following the last sentence of that subsection:

> "The foregoing notwithstanding, a portion of the Common Element roof area of the building may be used for a limited commercial purpose as determined by the Board and the Board may enter into one or more agreements permitting space on the roof to be used for the installation of antenna(s) and for other portions of the Common Elements to be used for ancillary facilities associated with the same."

2. Except as otherwise specifically provided herein, the Declaration, Bylaws and Drawings, and all amendments thereto, remain unaffected hereby and shall continue in full force and effect.

IN TESTIMONY WHEREOF, the undersigned president and secretary of The Jackson on High Condominium Association, pursuant to the provisions of Section 3 of Article XVII of the Declaration, have executed this certificate and affirm its adoption as aforesaid, on or as of this 3rd day of March, 2014.

THE JACKSON ON HIGH CONDOMINIUM ASSOCIATION,

Philip Mink 3/3/14
President

3-3-14
Secretary

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me this 3rd day of March, 2014, by Philip Mink, the President, and by Matthew Kormuth, the Secretary, of The Jackson on High Condominium Association as such officers on behalf of said association, who certified the adoption of the foregoing amendment as stated therein.

SANDINA S. CRNKO
NOTARY PUBLIC • STATE OF OHIO
Recorded in Delaware County
My commission expires Apr. 23, 2018

Notary Public

THIRTY-FIRST AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P47 U&L shall cease to be LCE to Unit 702 and shall thereafter constitute LCE appurtenant to Unit 705;

ii. P48 U&L shall cease to be LCE to Unit 702 and shall thereafter constitute LCE appurtenant to Unit 204;

iii. S4, S5, S7, P67 and P68 shall cease to be LCE to Unit 703 and shall thereafter constitute LCE appurtenant to Unit 605; and

iv. P51U&L and P52U&L shall cease to be LCE to Unit 703 and shall thereafter constitute LCE appurtenant to Unit 702.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
204	1.60	1.579%
605	3.33	3.286%
702	4.35	4.292%
703	4.93	4.864%
705	4.32	4.262%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument to be effective as of the 12th of June, 2014.

By: _____
Jordan Fromm, co-owner of Unit 204

By: _____
Barry Harris Fromm, co-owner of Unit 204

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Jordan Fromm, this 13th day of June, 2014.

NOTARIAL SEAL STATE OF OHIO

SHARON L. GORBY
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Franklin County
My Comm. Exp. 6/29/15

_____
Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Barry Harris Fromm, this 13th day of June, 2014.

NOTARIAL SEAL STATE OF OHIO

SHARON L. GORBY
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Franklin County
My Comm. Exp. 6/29/15

_____
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this instrument to be effective as of the 12th of June, 2014.

By:_____
Raul Weiss, co-owner of Unit 702

By:_____
Gabriela A. Weiss, co-owner of Unit 702

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Raul Weiss, this 16 day of June, 2014.

_____
Notary Public

Elizabeth M. Delong
Notary Public, State of Ohio
My Commission Expires 08-21-2017

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gabriela A. Weiss, this 16 day of June, 2014.

_____
Notary Public

Elizabeth M. Delong
Notary Public, State of Ohio
My Commission Expires 08-21-2017

IN WITNESS WHEREOF, the undersigned has executed this instrument to be effective as of the 12th of June, 2014.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 605, 703 and 705

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 18 day of June, 2014.

_____
Notary Public

NOTARY PUBLIC STATE OF OHIO

LORI PHILLIPS
Notary Public, Ohio
My Commission Expires Feb. 20, 2016
Recorded in Geauga County

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5 & P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P23		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par
Unit 605	No	1,947	P10, P11, P67 & P68	S4,S5,S7, S8&S9	3.33	3.286%
Unit 606	No	1,398	P2		2.21	2.181%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12	4.35	4.292%
Unit 703	No	3,132	P59*, P61**		4.93	4.864%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P3,P4, P47U&L		4.32	4.262%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Thirty-first Amendment

TRANSFER
NOT NECESSARY

AUG 18 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M MWD
CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

201408180107628
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Terry J. Brown
Franklin County Recorder

THIRTY-SECOND AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirty-Second Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 18 day of August, 2014, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

THIRTY-SECOND AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P2 shall cease to be LCE to Unit 606 and shall thereafter constitute LCE appurtenant to Unit 705; and

ii. P3 and P4 shall cease to be LCE to Unit 705 and shall thereafter constitute LCE appurtenant to Unit 606.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

[remainder of page intentionally blank]

Unit Number	Par Value	% Interest In Common Elements
606	2.24	2.210%
705	4.29	4.233%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 11 of ~~July~~ August, 2014.

By: _____
Toby Jackson, sole owner of Unit 705

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Toby Jackson, this 11th day of ~~July~~ August, 2014.

_____
Notary Public

REBECCA L KAY
Notary Public, State of Ohio
Franklin County
My Commission Expires Nov. 14, 2018

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 6th of ~~July~~ August, 2014.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Unit 606

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF Geauga, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 6 day of ~~July~~ August, 2014.

_____
Notary Public

LORI PHILLIPS
Notary Public, Ohio
My Commission Expires Feb. 20, 2016
Recorded in Geauga County

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par)
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5 & P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P23		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements based on Par
Unit 605	No	1,947	P10, P11, P67 & P68	S4,S5,S7, S8&S9	3.33	3.286%
Unit 606	No	1,398	P3&P4		2.24	2.210%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12	4.35	4.292%
Unit 703	No	3,132	P59*, P61**		4.93	4.864%
Unit 704	No	1,295	P15,P16&P17	S1	2.57	2.536%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Thirty-second Amendment

TRANSFER
NOT NECESSARY

DEC 18 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

20141218O168153
Pgs: 8 $76.00 T20140086404
12/18/2014 11:39AM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

THIRTY-THIRD AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

AMERITITLE BOX
1411058-SRAM

1

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirty-Third Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this ____ day of December, 2014, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson
Deputy Auditor

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

THIRTY-THIRD AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P4 shall cease to be LCE to Unit 606 and shall thereafter constitute LCE appurtenant to Unit 704;

ii. P59 and P61 shall cease to be LCE to Unit 703 and shall thereafter constitute LCE appurtenant to Unit 605; and

iii. P15, P16, P17 and S1 shall cease to be LCE to Unit 704 and shall thereafter constitute LCE appurtenant to Unit 703.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

[remainder of page intentionally blank]

Unit Number	Par Value	% Interest In Common Elements
605	3.39	3.345%
606	2.21	2.180%
703	4.98	4.914%
704	2.49	2.457%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 10th of December, 2014.

By: When I'm Sixty-Four LLC, an Ohio limited liability company, sole owner of Unit 606

By: _____
Printed Name: William F. Ross
Its: Member

STATE OF OHIO
COUNTY OF WAYNE SS:

This instrument was acknowledged before me by William F. Ross the Member of When I'm Sixty-Four LLC, an Ohio limited liability company, on behalf of the limited liability company, this 10th day of December, 2014.

NOTARIAL SEAL STATE OF OHIO

BEVERLY J. FULTZ
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
OCT. 17, 2017

_____
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 12 of December, 2014.

THE JACKSON ON HIGH, LLC,
an Ohio limited liability company,
sole owner of Units 605 and 703

By: JBH Holdings, LLC, its sole member

By: _____
John R. Bonner, Manager

STATE OF OHIO
COUNTY OF Geauga, SS:

This instrument was acknowledged before me by John R. Bonner, the Manager of JBH Holdings, LLC, the sole member of The Jackson on High, LLC, an Ohio limited liability company, on behalf of the limited liability companies, this 12 day of December, 2014.

_____
Notary Public

LORI PHILLIPS
Notary Public, Ohio
My Commission Expires Feb. 20, 2016
Recorded in Geauga County

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 16 of December, 2014.

By:_____
David Teed, sole owner of Unit 704

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by David Teed, this 16 day of December, 2014.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

Lisa J. Berger
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT D
Unit Table

Unit	Common Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Assigned Common Element Parking Space(s)	Assigned Common Element Storage Space(s)	Fair Value	% Interest in Common Elements Based on Fair Value
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5 & P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46	S13	1.77	1.746%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P23		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Common Element Unit (Yes/No)	Square Footage Allocated to Unit	Number of Common Parking Spaces Appurtenant to Unit	Number of Limited Common Parking Spaces Appurtenant to Unit	Unit Value	Undivided Interest in Common Parking Spaces Appurtenant to Unit
Unit 605	No	1,947	P10,P11,P59*, P61**,P67 & P68	S4,S5,S7, S8&S9	3.39	3.345%
Unit 606	No	1,398	P3		2.21	2.180%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12	4.35	4.292%
Unit 703	No	3,132	P15,P16, P17	S1	4.98	4.914%
Unit 704	No	1,295	P4		2.49	2.457%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Thirty-third Amendment

TRANSFER
NOT NECESSARY

JUL 27 2015

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

M MWD

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR



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Terry J. Brown
Franklin County Recorder

Ameritite Box

THIRTY-FOURTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirty-Fourth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 27 day of July, 2015, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dean

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

THIRTY-FOURTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. S13 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 702.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

[remainder of page intentionally blank]

Unit Number	Par Value	% Interest In Common Elements
206	1.75	1.726%
702	4.37	4.312%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the ____ of 5/14/2015, 2015.

Natalie Crane Wolff, Owner of Unit 206

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Natalie Crane Wolff, this 14 day of MAY, 2015.

ROBERT L. MEYERS
Notary Public, State of Ohio
My Commission Expires
February 28, 2017

Notary Public

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 15th of 7/15/15, 2015.

Alexandra Crane Wolff, Owner of Unit 206

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Alexandra Crane Wolff, this 15 day of July, 2015.

JOANN MATHEWS
Notary Public, State of Ohio
My Commission Expires 03-30-16

Notary Public

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5 & P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46		1.75	1.726%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P82&P83		1.69	1.667%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P23		2.16	2.131%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 25th of June, 2015.

By:_____
Raul Weiss, owner of Unit 702

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Raul Weiss, this 25th day of June, 2015.

_____
Notary Public

ASHLAND D. STOKES
Notary Public, State of Ohio
My Comm. Expires June 2, 2019

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 25th of June, 2015.

By:_____
Gabriela A. Weiss, owner of Unit 702

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gabriela A. Weiss, this 25th day of June, 2015.

_____
Notary Public

ASHLAND D. STOKES
Notary Public, State of Ohio
My Comm. Expires June 2, 2019

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par
Unit 605	No	1,947	P10,P11,P59*, P61**,P67 & P68	S4,S5,S7, S8&S9	3.39	3.345%
Unit 606	No	1,398	P3		2.21	2.180%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12 & S13	4.37	4.312%
Unit 703	No	3,132	P15,P16, P17	S1	4.98	4.914%
Unit 704	No	1,295	P4		2.49	2.457%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Thirty-fourth Amendment

TRANSFER
NOT NECESSARY

JUL 27 2015

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M MWD

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

201507270102391
Pgs: 6 $64.00 T20150053122
07/27/2015 2:21PM BXAMERITITLE
Terry J. Brown
Franklin County Recorder

Ameritite Box

THIRTY-FIFTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirty-Fifth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 27 day of July, 2015, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

THIRTY-FIFTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P82 & P83 shall cease to be LCE to Unit 310 and shall thereafter constitute LCE appurtenant to Unit 601; and

ii. P23 shall cease to be LCE to Unit 601 and shall thereafter constitute LCE appurtenant to Unit 310.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

[remainder of page intentionally blank]

Unit Number	Par Value	% Interest In Common Elements
310	1.66	1.638%
601	2.19	2.160%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 24 of July, 2015.

Thomas J. Kennedy, Sole Owner of Unit 310

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Thomas J. Kennedy, this 24 day of July, 2015.

Notary Public

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2018

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 20th of July, 2015.

Burak Yilmaz, Sole Owner of Unit 601

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Burak Yilmaz, this 20 day of July, 2015.

Elizabeth M. Delong
Notary Public, State of Ohio
My Commission Expires 08-21-2017

Notary Public

EXHIBIT D
Unit Table

Unit	Assigned Garage Space	Square Footage	Assigned Common Element Storage Locker	Assigned Common Element Storage Locker	Unit Value	Percentage of Common Element Ownership
Unit 1135	Yes	1,937			1.93	1.906%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5 & P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46		1.75	1.726%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P23		1.66	1.638%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P82&P83		2.19	2.160%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Limited Common Element (Yes/No)	Approximate Square Footage	Assigned Limited Common Element Parking Space(s)	Assigned Limited Common Element Storage Space(s)	Percentage Interest in Common Elements	Percentage Interest in Common Elements Rounded to Nearest Thousandth
Unit 605	No	1,947	P10,P11,P59*, P61**,P67 & P68	S4,S5,S7, S8&S9	3.39	3.345%
Unit 606	No	1,398	P3		2.21	2.180%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12 & S13	4.37	4.312%
Unit 703	No	3,132	P15,P16, P17	S1	4.98	4.914%
Unit 704	No	1,295	P4		2.49	2.457%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.

Thirty-fifth Amendment

Instrument Number: 201702210024554
Recorded Date: 02/21/2017 2:40:25 PM

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

Transaction Number: T20170012837
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 8

Submitted By: AMERITITLE BOX Walk-In	**Return To:** AMERITITLE BOX Box
First Grantor: SHORT NORTH FITNESS LLC	**First Grantee:** JACKSON ON HIGH CONDOMINIUM

Recording Fees:	
Document Recording Fee:	$28.00
Additional Pages Fee:	$48.00
Marginal Reference Fee:	$4.00
Total Fees:	$80.00
Amount Paid:	$80.00
Amount Due:	$0.00

Instrument Number: 201702210024554
Recorded Date: 02/21/2017 2:40:25 PM

OFFICIAL RECORDING COVER PAGE

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If an error on the cover sheet appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

FEB 2 1 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M MWD

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

THIRTY-SIXTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirty-Sixth Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 21 day of Feb., ~~2016,~~ 2017 as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson
Deputy Auditor

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

THIRTY-SIXTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P67 & P68 shall cease to be LCE to Unit 605 and shall thereafter constitute LCE appurtenant to Unit 1135; and

ii. S9 shall cease to be LCE to Unit 605 and shall thereafter constitute LCE appurtenant to Unit 310.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

Unit Number	Par Value	% Interest In Common Elements
1135	1.99	1.965%
310	1.68	1.658%
605	3.31	3.266%

[remainder of page intentionally blank]

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 17TH of February, 2017.

Short North Fitness, LLC,
an Ohio limited liability company,
Sole Owner of Unit 1135

By: Bradley A. Howe

Printed Name: Bradley A. Howe

Its: Sole owner

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by BRADLEY A. HOWE, the SOLE OWNER of Short North Fitness, LLC, an Ohio limited liability company, the Sole Owner of Unit 1135, on behalf of the limited liability company this 17TH day of February, 2017.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Rachel A. Malnar
Notary Public, State of Ohio
My Commission Expires 08-26-2018

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 15 of February, 2017.

Legacy Ltd.,
an Ohio limited liability company,
Sole Owner of Unit 605

By: Ellen Bonner

Printed Name: Ellen Bonner

Its: Managing Member

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Ellen Bonner, the Managing Member of Legacy Ltd., an Ohio limited liability company, Sole Owner of Unit 605, on behalf of the limited liability company this 15 day of February, 2017.

Carol A Brown
Notary Public

CAROL A BROWN
Notary Public - State of Florida
My Comm. Expires Jul 17, 2018
Commission # FF 142874
Bonded Through National Notary Assn.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 17th day of February, 2017.

Thomas J. Kennedy,
Sole Owner of Unit 310

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Thomas J. Kennedy, this 17th day of February, 2017.

Notary Public

NOTARY PUBLIC STATE OF OHIO

OKEMA BASSETT, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 6, 2017

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937	P67 & P68		1.99	1.965%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5 & P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46		1.75	1.726%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P23	S9	1.68	1.658%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P82&P83		2.19	2.160%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 605	No	1,947	P10,P11,P59*, P61**	S4,S5,S7 & S8	3.31	3.266%
Unit 606	No	1,398	P3		2.21	2.180%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12 & S13	4.37	4.312%
Unit 703	No	3,132	P15,P16, P17	S1	4.98	4.914%
Unit 704	No	1,295	P4		2.49	2.457%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Thirty-sixth Amendment

Instrument Number: 201703160036834
Recorded Date: 03/16/2017 3:18:19 PM

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

Transaction Number: T20170018207
Document Type: DECLARATION
Document Page Count: 10

Submitted By (Walk-In): AMERITITLE - DOWNTOWN Walk-In	**Return To (Box):** AMERITITLE - DOWNTOWN Box
First Grantor: JACKSON ON HIGH CONDOMINIUM	**First Grantee:** JACKSON ON HIGH CONDOMINIUM

Fees:	
Document Recording Fee:	$28.00
Additional Pages Fee:	$64.00
Marginal Reference Fee:	$4.00
Total Fees:	$96.00
Amount Paid:	$96.00
Amount Due:	$0.00

Instrument Number: 201703160036834
Recorded Date: 03/16/2017 3:18:19 PM

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TRANSFER
NOT NECESSARY

MAR 16 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M MWD
CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

10 1
S.

THIRTY-SEVENTH AMENDMENT TO DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

REALLOCATION OF RIGHT TO USE OF LIMITED COMMON ELEMENTS

The undersigned hereby certifies that copies of this Thirty-Seventh Amendment to Declaration of The Jackson on High Condominium and all drawings and other exhibits thereto, if any, were filed with the Auditor of Franklin County, Ohio this 16 day of MARCH, 2017, as required by §5311.06(B) of the Ohio Revised Code.

Clarence E Mingo II
Franklin County Auditor

By: Michael Dotson
Deputy Auditor

This Instrument Prepared by
and After Recording Return to:

J. Theodore Smith, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Post Office Box 1008
Columbus, Ohio 43216-1008

THIRTY-SEVENTH AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

In pursuance of the right and option set forth in Section 4 of Article VI of the Declaration of The Jackson on High Condominium (the "Condominium"), of record as Instrument Number 200912090177599 in the Office of the Recorder of Franklin County, Ohio (the "Recorder's Office") and the Drawings attached thereto and incorporated therein by reference, the undersigned unit owners hereby amend the Declaration to reallocate Limited Common Element ("LCE") parking and/or storage spaces between the Units.

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded in the Recorder's Office:

a. LCE parking and/or storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated as follows:

i. P45 shall cease to be LCE to Unit 206 and shall thereafter constitute LCE appurtenant to Unit 401.

b. The unit table set forth in Exhibit D to the Declaration (as previously amended from time to time) is hereby amended and replaced by Exhibit D attached hereto and incorporated herein.

2. Reallocation of Par Value Effective as of the date this Amendment is recorded in the Recorder's Office, the Units affected by this Amendment shall have the par values and percentage interest in Common Elements indicated below:

[remainder of page intentionally blank]

Unit Number	Par Value	% Interest In Common Elements
206	1.72	1.696%
401	3.23	3.187%

3. Written Consent of Unit Owners. Execution of this Amendment constitutes the Unit Owner's (i) written consent as required by Section 4(b) of Article VI of the Declaration, and (ii) certification that the consent of all holders of liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with the The Jackson On High Condominium Association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 1st of March, 2017.

Natalie C Wolff

Natalie Crane Wolff, Co-owner of Unit 206

STATE OF New York
COUNTY OF Kings, SS:

This instrument was acknowledged before me by Natalie Crane Wolff, this 1st day of March, 2017.

GUILLERMO JOSE SANTIAGO
Notary Public, State of New York
No. 02SA6277505
Qualified in Kings County
Comm. Expires March 11, 2017

Notary Public

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 12th of March, 2017.

Alexandra Crane Wolff, Co-owner of Unit 206

STATE OF Ohio
COUNTY OF Franklin, SS:

This instrument was acknowledged before me by Alexandra Crane Wolff, this 12th day of March, 2017.

Notary Public

NOTARIAL SEAL STATE OF OHIO

ANDREW M. HACKETT
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

IN WITNESS WHEREOF, the undersigned has executed this ~~instrument~~ as of the ____ of 03-09-_____, 2017.

By:_____
Vladimir A. Alexander, co-owner of Unit 401

STATE OF FL
COUNTY OF pinellas, SS:

This instrument was acknowledged before me by Vladimir A. Alexander, this 9th day of March, 2017.

SHERRY JACKASAL-LA BONTE'
Notary Public - State of Florida
Commission # GG 049160
My Comm. Expires Dec 29, 2020
Bonded through National Notary Assn.

_____
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 9th of March, 2017.

By: _____
Jenny E. Alexander, Trustee of the Jenny E. Alexander Living Trust dated September 17, 2014, co-owner of Unit ~~702~~ 401

STATE OF FL
COUNTY OF Pinellas, SS:

This instrument was acknowledged before me by Jenny E. Alexander, Trustee of the Jenny E. Alexander Living Trust dated September 17, 2014, this 9th day of March, 2017.

SHERRY JACKASAL-LA BONTE'
Notary Public - State of Florida
Commission # GG 049160
My Comm. Expires Dec 29, 2020
Bonded through National Notary Assn

_____
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 9th of March, 2017.

By: Leah Jean Alexander
Leah Jean Alexander, co-owner of Unit 401

STATE OF FL
COUNTY OF Pinellas, SS:

This instrument was acknowledged before me by Leah Jean Alexander, this 9th day of March, 2017.

SHERRY JACKASAL-LA BONTE'
Notary Public - State of Florida
Commission # GG 049160
My Comm. Expires Dec 29, 2020
Bonded through National Notary Assn.

Notary Public

EXHIBIT D
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937	P67 & P68		1.99	1.965%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5 & P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P46		1.72	1.696%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.318%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.359%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P23	S9	1.68	1.658%
Unit 401	No	2,343	P33&P45		3.23	3.187%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74&P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P82&P83		2.19	2.160%
Unit 602	No	966	P20&P21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 605	No	1,947	P10,P11,P59*, P61**	S4,S5,S7 & S8	3.31	3.266%
Unit 606	No	1,398	P3		2.21	2.180%
Unit 701	No	3,387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12 & S13	4.37	4.312%
Unit 703	No	3,132	P15,P16, P17	S1	4.98	4.914%
Unit 704	No	1,295	P4		2.49	2.457%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
* P59	Instr. 201005140059522
** P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280158741
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280158743
P71	Instr. 200810280158744
P72	Instr. 200810280158745
P73	Instr. 200812091076871

Handicap parking spaces are unassigned.
Thirty-seventh Amendment

DO NOT DETACH

Instrument Number: 201707190098742
Recorded Date: 07/19/2017 12:35:48 PM

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

Return To (Mail Envelope):
KAMAN & CUSIMANO

Mail Envelope

Transaction Number: T20170046237
Document Type: DECLARATION
Document Page Count: 11

Submitted By (Mail):
KAMAN & CUSIMANO

Mail

First Grantor:
JACKSON ON HIGH CONDOMINIUMS ASSN

First Grantee:
JACKSON ON HIGH CONDOMINIUM AMENDMENT

Fees:	
Document Recording Fee:	$28.00
Additional Pages Fee:	$72.00
Marginal Reference Fee:	$4.00
Total Fees:	$104.00
Amount Paid:	$104.00
Amount Due:	$0.00

Instrument Number: 201707190098742
Recorded Date: 07/19/2017 12:35:48 PM

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S

AMENDMENT TO THE DECLARATION

OF

THE JACKSON ON HIGH CONDOMINIUM

CONVEYANCE TAX
EXEMPT
CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY
JUL 18 2017
CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM RECORDED AT INSTRUMENT NO. 200912090177599 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

WHEREAS, the Declaration of The Jackson on High Condominium (the "Declaration") and the Bylaws of The Jackson on High Condominium Association, Exhibit C to the Declaration, were recorded at Franklin County Records Instrument No. 200912090177599, and

WHEREAS, Ohio Revised Code Section 5311.032(A) and Declaration Article VI, Section 4 authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration to reallocate the use of Limited Common Elements between or among Units, and

WHEREAS, the Unit Owner of Unit 1135 now wishes to convey its interests in Limited Common Element parking space P-67 to Unit 704, and

WHEREAS, the Board of Directors approved the following matter to be modified to reallocate the use of the Limited Common Element parking space P-67, from Unit 1135 to Unit 704 (the "Amendment"), and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws, as permitted by Chapter 5311 and the Declaration, have in all respects been complied with, and

WHEREAS, attached as Exhibit "A" is the certification of the Association's President and Secretary that the Declaration's provisions related to the Amendment have been complied with, and

WHEREAS, execution of this Amendment in Exhibit "B" and "C" constitutes the Unit Owners' written consent to this Amendment.

NOW THEREFORE, the Declaration is hereby amended by the Board of Directors as follows:

1. Reallocation of Rights to Limited Common Element. **Effective as of the date this Amendment is recorded:**

a. Limited Common Element parking spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated so the Limited Common Element parking space identified as numbers P-67 will cease to be Limited Common Elements appurtenant to Unit 1135, and will thereafter constitute Limited Common Elements appurtenant to Unit 704.

b. The table set forth in Exhibit "D" to the Declaration, as previously amended from time to time, is hereby further amended to remove Limited Common Element Parking Space P-67 from Unit 1135 and add it to Unit 704, and is replaced in its entirety by a new Exhibit D, which is attached hereto and incorporated herein.

2. Reallocation of Par Value. Effective as of the date this Amendment is recorded, the Units affected by this Amendment will have the par values and undivided percentages of interest in the Common Elements as indicated below:

Unit Number	Par Value	% of Interest In Common Elements
1135	1.96	1.934%
704	2.52	2.486%

3. Written Consent of Unit Owners and Mortgagees. Execution of this Amendment constitutes the Unit Owner's (i) written consent as Required by Declaration Article VI, Section 4, and (ii) certification that the consent of all holders of mortgages or liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with The Jackson on High Condominium Association.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment reallocating limited common element parking spaces. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive

or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The Jackson on High Condominiums Association has caused the execution of this instrument this 26 day of June, 2017.

By: _____
Maureen Teed, its President

By: _____
Mark Palmer, its Secretary

STATE OF OHIO)
) **SS**
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Jackson on High Condominiums Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of their personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Columbus, Ohio, this 26 day of June, 2017.

Nicole Weininger
NOTARY PUBLIC

Place notary stamp/seal here:

Nicole Weininger
Notary Public, State of Ohio
My Commission Expires 12-01-2018

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorney at Law
8101 North High Street
Suite 370
Columbus, Ohio 43235
(614)882-3100
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of The Jackson on High Condominiums Association, certify that the Amendment was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

Maureen Teed, its President

Mark Palmer, its Secretary

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Maureen Teed and Mark Palmer who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Columbus, Ohio, this 26 day of June, 2017.

Nicole Weininger
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL STATE OF OHIO

Nicole Weininger
Notary Public, State of Ohio
My Commission Expires 12-01-2018

EXHIBIT B

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 29th day of June, 2017.

Bradley a. Howe

Short North Fitness, LLC, Owner of Units 1135, 1137, and 1147
By Bradley Howe, its President

STATE OF OHIO)
) **SS**
COUNTY OF Ottawa)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Bradley Howe who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Lakeside, Ohio, this 29 day of June, 2017.

Ann P. Miller
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL
STATE OF OHIO

ANN P. MILLER
Notary Public
State of Ohio
My Commission Expires Sept. 16, 2019

EXHIBIT C

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 27 day of June, 2017.

Rodney A. Hathaway, Owner of Unit 704

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Columbus, Ohio, this 27 day of June, 2017.

NOTARY PUBLIC

Place notary stamp/seal here:

RYAN OWEN - NOTARY PUBLIC
COMM. EXP: FEB 24, 2018
STATE OF OHIO

Exhibit D to the Declaration
Unit Table

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937	P68		1.96	1.934%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5&P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46		1.75	1.727%
Unit 207	No	2,039	P50U&L		2.16	2.131%
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Unit 303	No	1,781	P80&P81		2.39	2.358%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7 & P8	S14	3.25	3.207%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P23	S9	1.68	1.658%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74,P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
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Unit 601	No	1,404	P82 & P83		2.19	2.161%
Unit 602	No	966	P20&21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22		1.75	1.727%
Unit 605	No	1,947	P10,P11,P59*, P61**	S4,S5,S7 S8	3.31	3.266%
Unit 606	No	1,398	P3		2.21	2.181%
Unit 701	No	3.387	P57&P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12 & S13	4.37	4.312%
Unit 703	No	3,132	P15,P16,P17	S1	4.98	4.914%
Unit 704	No	1,295	P4, P67		2.52	2.486%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
*P59	Instr. 201005140059522
**P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280157841
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280157843
P71	Instr. 200810280157844
P72	Instr. 200810280157845
P73	Instr. 200812091076871

Handicap parking spaces are unassigned

PARTIAL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that THE HUNTINGTON NATIONAL BANK (Mortgagee), hereby releases and discharges from the operation of the following mortgage:

Mortgagors:	SHORT NORTH FITNESS, LLC
Date of Mortgage:	October 24, 2014
Date Mortgage Recorded:	October 28, 2014
Mortgage Recording Information:	Inst. No. 201410280142364 Franklin County Recorder's Office

such part of the property described therein as follows:

Parking Spaces 67 and 68, which are Limited Common Elements appurtenant to Unit Number 1135 of the Jackson on High Condominium.

This release shall not be construed to waive or in any manner affect the lien of said mortgage deed upon the residue of the real estate described therein.

The mortgagee has caused this Partial Satisfaction to be executed on this 15TH day of ~~September, 2016~~ MAY 2017.

The Huntington National Bank

by: TIM KENNEY

Title: AUTHORIZED SIGNER

State of Ohio:
County of Franklin:

The foregoing instrument was acknowledged before me this 15th day of MAY 2017 ~~September, 2016~~ by Tim Lanzy, Authorized Signer (title), on behalf of The ~~H~~untington National Bank.

Notary Public

GREGORY HARRIS
Notary Public, State of Ohio
My Comm. Expires June 19, 2018

This instrument prepared by:
Widman Law Office LLC
1670 Fishinger Rd.
Upper Arlington, OH 43221

DO NOT DETACH

Instrument Number: 201707190098744
Recorded Date: 07/19/2017 12:35:50 PM

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

Return To (Mail Envelope):
KAMAN & CUSIMANO

Mail Envelope

Transaction Number: T20170046237
Document Type: DECLARATION
Document Page Count: 14

Submitted By (Mail):
KAMAN & CUSIMANO

Mail

First Grantor:
JACKSON ON HIGH CONDOMINIUM ASSN

First Grantee:
JACKSON ON HIGH CONDOMINIUM

Fees:	
Document Recording Fee:	$28.00
Additional Pages Fee:	$96.00
Marginal Reference Fee:	$4.00
Total Fees:	$128.00
Amount Paid:	$128.00
Amount Due:	$0.00

Instrument Number: 201707190098744
Recorded Date: 07/19/2017 12:35:50 PM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

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If an error on the cover page appears on our website after review please let our office know.
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13

AMENDMENT TO THE

DECLARATION

FOR

THE JACKSON ON HIGH CONDOMINIUM

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY

JUL 18 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION FOR/OF THE JACKSON ON HIGH CONDOMINIUM RECORDED AT INSTRUMENT NO. 200912090177599 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION FOR THE JACKSON ON HIGH CONDOMINIUM

WHEREAS, the Declaration for The Jackson on High Condominium (the "Declaration") was recorded at Franklin County Records, Instrument No. 200912090177599, and

WHEREAS, The Jackson on High Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Jackson on High Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XVII, Section 1 authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 76.6% of the Association's voting power as of April 17, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.6% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is a certification from the Association's President and Secretary stating the Amendment was duly adopted in accordance with the provisions set forth in the Declaration, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration for The Jackson on High Condominium is amended by the following:

DELETE DECLARATION ARTICLE XI entitled, "INSURANCE; LOSSES BONDS," in its entirety. Said deletion to be taken from Pages 26-31 of the Declaration, as recorded at Franklin County Records, Instrument No. 200912090177599.

DELETE DECLARATION ARTICLE XII entitled, "RESTORATION OF DAMAGE OR DESTRUCTION," in its entirety. Said deletion to be taken from Pages 31-33 of the Declaration, as recorded at Franklin County Records, Instrument No. 200912090177599.

INSERT a new DECLARATION ARTICLE XI entitled, "PROPERTY INSURANCE." Said new addition, to be added on Page 26 of the Declaration, as recorded at Franklin County Records, Instrument No. 200912090177599, is as follows:

ARTICLE XI

PROPERTY INSURANCE

Section 1. Association Property Insurance.

(a) Mandatory Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, from the backside of the drywall (plasterboard) out, excluding the drywall, but also including any structural components of the building located within the Unit, and all personal property as the Association may own and for which the Association is responsible. In general terms, the Association is responsible for having Property Insurance from the backside of the drywall out, excluding the drywall. This is commonly known as a "bare walls" Property Insurance policy.

(b) Risks to be Insured and Availability of Insurance.

(i) The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Franklin County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.

(ii) All insurance coverage is subject to modification as the Board determines necessary based on the availability of coverage and the cost of the coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80% of the then current replacement cost, less the deductible and with exclusions as provided for in this Section.

(c) Beneficiary Interests. Subject to the provisions of Section 1(d) below, the Association's Property Insurance, Liability Insurance (as defined in Article XII below), and other Association insurance will be for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Ownership interests, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(d) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered

by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in any loss may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board; provided, however, that if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(e) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board.

(f) Responsibility for Damage.

(i) Association. The Association's liability is limited to direct losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association will be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article XI, including any deductible amount.

(ii) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor of the Unit Owner, or originates from the Unit Owner's Unit, then, in such case, the said Unit Owner is

responsible for the cost of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Article XI, including costs not paid for due to any insurance deductible amount.

(g) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A+" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(h) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article XI, the Board will have the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency.

(i) Additional Endorsements. The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and such other endorsements as the Board so decides on.

Section 2. Unit Owner Insurance. Except as may be insured by the Association in accordance with Section 1(a) above, each Unit Owner will separately insure those portions of his/her Unit, from and including the perimeter drywall in, along with any utilities and fixtures that the Unit Owner must maintain. This includes, without limitation, all fixtures, perimeter and interior doors and windows and all components, plaster or plasterboard, drywall, wall and floor coverings, appliances, and improvements within or a part of said Unit and all utilities within and serving only the said Unit. The Property Insurance carried by the Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible as determined by the Board. Each Unit Owner will file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit Owner may further separately insure the personal contents of his/her Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Unit Owner will also obtain insurance against liability for events occurring within a Unit.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner will be deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, his/her right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section 1 above. In furtherance of this delegation, the Board, and its authorized agents, is and are

appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(b) In the event any damage to or destruction of the Common Elements renders 50% or more of the Units then comprised within the Condominium Property untenantable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to repair or restore such damaged part at a meeting which will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit Owners. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, will be considered as one fund and will be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

Section 4. Restoration of Buildings.

(a) Unless Unit Owners elect not to restore the damaged property as provided for in Section 3(b) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the

Board reasonably determines are in the Association's best interest. Distribution or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, or both, will be determined by the Board.

(b) If the cost of the repair for the damages or destruction to the Common Elements and Limited Common Element exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements and Limited Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(c) If the cost of repairs to the Common Elements and the Limited Common Elements is less than the amount of such insurance proceeds, the Association will retain the excess in either the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(d) After any damage to or destruction of his/her Unit, each Unit Owner will restore his/her Unit, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time, in its sole discretion, establish and will complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements or Limited Common Elements or both. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

Section 5. Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article XI, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

INSERT a new DECLARATION ARTICLE XII entitled, "Liability Insurance and Other Insurance Coverage." Said new addition, to be added on Page 31 of the Declaration, as recorded at Franklin County Records, Instrument No. 200912090177599, is as follows:

ARTICLE XII

LIABILITY INSURANCE AND OTHER INSURANCE COVERAGE

Section 1. The Association will insure itself, the members of the Board, the Unit Owners and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than $2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than $2,000,000.00 in respect to any one occurrence, and to the limit of not less than $2,000,000.00 in respect to damage to or destruction of property arising out of any one

accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual units.

(1) The Association must carry worker's compensation insurance as required by law.

(2) The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds.

(3) The Association may carry such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members and fidelity coverage against dishonest acts of person handling Association funds.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this revision of the Association's and Unit Owners' property (casualty) insurance and public liability insurance, and other insurance coverage obligations as well as property restoration responsibilities. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the

amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought within the court of common pleas within one year of the recording of the amendment.

The Jackson on High Condominium Association has caused the execution of this instrument this 26 day of June, 2017.

THE JACKSON ON HIGH CONDOMINIUM ASSOCIATION

By: _____
MAUREEN TEED, its President

By: _____
MARK PALMER, its Secretary

[THIS SPACE LEFT BLANK INTENTIONALLY]

STATE OF OHIO)
) **SS**
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Jackson on High Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 12 of 14, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in Columbus, Ohio, this 26 day of June, 2017.

Nicole Weininger
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street,
Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

Place notary stamp/seal here:

NOTARIAL SEAL
STATE OF OHIO

Nicole Weininger
Notary Public, State of Ohio
My Commission Expires 12-01-2018

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
) SS
COUNTY OF Franklin)

MAUREEN TEED and **MARK PALMER**, being the duly elected and acting President and Secretary of The Jackson on High Condominium Association, certify that the Amendment to the Declaration for The Jackson on High Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

MAUREEN TEED, President

MARK PALMER, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **MAUREEN TEED** and **MARK PALMER** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Columbus, Ohio, this 26 day of June, 2017.

Nicole Weininger
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL STATE OF OHIO

Nicole Weininger
Notary Public, State of Ohio
My Commission Expires 12-01-2018

DO NOT DETACH

Instrument Number: 201808090106526
Recorded Date: 08/09/2018 8:27:54 AM

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

Return To (Mail Envelope):
KAMAN & CUSIMANO LLC

Mail Envelope

Transaction Number: T20180048829
Document Type: DECLARATION
Document Page Count: 10

Submitted By (Walk-In):
KAMAN & CUSIMANO LLC

Walk-In

First Grantor:
JACKSON ON HIGH CONDOMINIUM ASSN

First Grantee:
JACKSON ON HIGH CONDOMINIUM

Fees:	
Document Recording Fee:	$28.00
Additional Pages Fee:	$64.00
Marginal Reference Fee:	$4.00
Total Fees:	$96.00
Amount Paid:	$96.00
Amount Due:	$0.00

Instrument Number: 201808090106526
Recorded Date: 08/09/2018 8:27:54 AM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

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If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

AUG 0 8 2018

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

10,1
5

AMENDMENT TO THE

DECLARATION

OF

THE JACKSON ON HIGH CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION FOR THE JACKSON ON HIGH CONDOMINIUM RECORDED AT INSTRUMENT NO. 200912090177599 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

WHEREAS, the Declaration of The Jackson on High Condominium (the "Declaration") and the Bylaws of The Jackson on High Condominium Association, Exhibit C to the Declaration (the "Bylaws"), were recorded at Franklin County Records Instrument No. 200912090177599, and

WHEREAS, Ohio Revised Code Section 5311.032(A) and Declaration Article VI, Section 4 authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration to reallocate the use of Limited Common Elements between or among Units, and

WHEREAS, the Unit Owner of Unit 605 now wishes to convey its interests in Limited Common Element storage space S-7 to Unit 604, and

WHEREAS, the Board of Directors approved the following matter to be modified to reallocate the use of the Limited Common Element storage space S-7, from Unit 604 to Unit 605 (the "Amendment"), and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws, as permitted by Chapter 5311 and the Declaration, have in all respects been complied with, and

WHEREAS, attached as Exhibit "A" is the certification of the Association's President and Secretary that the Declaration's provisions related to the Amendment have been complied with, and

WHEREAS, execution of this Amendment in Exhibit "B" and "C" constitutes the Unit Owners' written consent to this Amendment.

NOW THEREFORE, the Declaration is hereby amended by the Board of Directors as follows:

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded:

a. Limited Common Element storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated so the Limited Common Element storage space identified as number S-7 will cease to be a Limited Common Element appurtenant to Unit

605, and will thereafter constitute a Limited Common Element appurtenant to Unit 604.

b. The table set forth in Exhibit "D" to the Declaration, as previously amended from time to time, is hereby further amended to remove Limited Common Element Storage Space S-7 from Unit 605 and add it to Unit 604, and is replaced in its entirety by a new Exhibit D, which is attached hereto and incorporated herein.

2. Reallocation of Par Value. Effective as of the date this Amendment is recorded, the Units affected by this Amendment will have the par values and undivided percentages of interest in the Common Elements as indicated below:

Unit Number	Par Value	% of Interest In Common Elements
604	1.77	1.745%
605	3.29	3.245%

3. Written Consent of Unit Owners and Mortgagees. Execution of this Amendment constitutes the Unit Owner's (i) written consent as Required by Declaration Article VI, Section 4, and (ii) certification that the consent of all holders of mortgages or liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with The Jackson on High Condominium Association.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment reallocating limited common element storage spaces. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The Jackson on High Condominium Association has caused the execution of this instrument this 12 day of July, 2018.

THE JACKSON ON HIGH CONDOMINIUM ASSOCIATION

By: _____
MAUREEN TEED, its President

By: _____
MARK PALMER, its Secretary

STATE OF OHIO)
) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Jackson on High Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in Columbus, Ohio, this 17th day of July, 2018.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

MARK S GRUND NOTARY PUBLIC COMM EXP: MAY 1, 2021 STATE OF OHIO

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
) SS
COUNTY OF Franklin)

MAUREEN TEED and **MARK PALMER**, being the duly elected and acting President and Secretary of The Jackson on High Condominium Association, certify that the Amendment to the Declaration of The Jackson on High Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

MAUREEN TEED, President

MARK PALMER, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **MAUREEN TEED** and **MARK PALMER** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Columbus, Ohio, this 17th day of July, 2018.

NOTARY PUBLIC

Place notary stamp/seal here:

MARK S GRUND - NOTARY PUBLIC
COMM EXP: MAY 1, 2021
STATE OF OHIO

EXHIBIT B

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 3rd day of July, 2018.

William J. Carnie
WILLIAM J. CARNIE, Owner of Unit 604

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **WILLIAM J. CARNIE**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Columbus, Ohio, this 3rd day of July, 2018.

Jennifer R Hall
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO

JENNIFER R. HALL
Notary Public, State of Ohio
My Comm. Expires 1-29-2022
Recorded in the County of Franklin

EXHIBIT C

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 19th day of June, 2018.

Legacy LTD
LEGACY LTD., Owner of Unit 605
By [signature] its managing member

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **LEGACY LTD.**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Burton, Ohio, this 19th day of June, 2018.

[signature]
NOTARY PUBLIC
My commission expires: 10-22-20

Place notary stamp/seal here:

ALICIA LILLIBRIDGE - NOTARIAL SEAL
STATE OF OHIO

EXHIBIT D TO THE DECLARATION

UNIT TABLE

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.904%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5&P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46		1.75	1.727%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.319%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.358%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7, P8, & P68	S14	3.28	3.236%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P23	S9	1.68	1.658%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74,P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P82 & P83		2.19	2.161%
Unit 602	No	966	P20&21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22	S7	1.77	1.746%
Unit 605	No	1,947	P10,P11,P59* P61**	S4,S5, S8	3.29	3.245%
Unit 606	No	1,398	P3		2.21	2.181%
Unit 701	No	3,387	P57&P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12 & S13	4.37	4.312%
Unit 703	No	3,132	P15,P16,P17	S1	4.98	4.914%
Unit 704	No	1,295	P4, P67		2.52	2.486%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
*P59	Instr. 201005140059522
**P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280157841
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280157843
P71	Instr. 200810280157844
P72	Instr. 200810280157845
P73	Instr. 200812091076871

Handicap parking spaces are unassigned

DO NOT DETACH



Instrument Number: 202007270108188
Recorded Date: 07/27/2020 1:44:19 PM



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

Return To (Mail Envelope):
KAMAN & CUSIMANO

Mail Envelope

Transaction Number: T20200063485
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 10

Submitted By (Mail):
KAMAN & CUSIMANO

Mail

First Grantor:
JACKSON ON HIGH CONDOMINIUM ASSN

First Grantee:
JACKSON ON HIGH CONDOMINIUM

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$64.00
Marginal Reference Fee:	$4.00
Total Fees:	$102.00
Amount Paid:	$102.00
Amount Due:	$0.00

Instrument Number: 202007270108188
Recorded Date: 07/27/2020 1:44:19 PM

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CONVEYANCE TAX
EXEMPT

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY

JUL 24 2020

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

AMENDMENT TO THE

DECLARATION

OF

THE JACKSON ON HIGH CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION FOR THE JACKSON ON HIGH CONDOMINIUM RECORDED AT INSTRUMENT NO. 200912090177599 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

A. The Declaration of The Jackson on High Condominium (the "Declaration") and the Bylaws of The Jackson on High Condominium Association, Exhibit C to the Declaration (the "Bylaws"), were recorded at Franklin County Records Instrument No. 200912090177599.

B. Ohio Revised Code Section 5311.032(A) and Declaration Article VI, Section 4 authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration to reallocate the use of Limited Common Elements between or among Units.

C. The Unit Owner of Unit 303 now wishes to convey its interests in Limited Common Element parking spaces P-80 and P-81 to Unit 406.

D. The Unit Owner of Unit 406 now wishes to convey its interests in Limited Common Element parking spaces P-34 and P-35 to Unit 303.

E. The Board of Directors approved the following matter to be modified to reallocate the use of the Limited Common Element parking spaces P-80 and P-81, from Unit 303 to Unit 406 and Limited Common Element parking spaces P-34 and P-35, from Unit 406 to Unit 303 (the "Amendment").

F. The proceedings necessary to amend the Declaration and Bylaws, as permitted by Chapter 5311 and the Declaration, have in all respects been complied with.

G. Attached as Exhibit "A" is the certification of the Association's President and Secretary that the Declaration's provisions related to the Amendment have been complied with.

H. Attached as Exhibit "B" and "C" are the Unit Owners' written consent to the Amendment.

AMENDMENT

The Declaration of The Jackson on High Condominium is amended by the Board of Directors as follows:

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded:

a. Limited Common Element parking spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated so the Limited Common Element parking space identified as numbers P-80 and P-81 will cease to be Limited Common Elements appurtenant to Unit 303, and will thereafter constitute Limited Common Elements appurtenant to Unit 406.

The table set forth in Exhibit "D" to the Declaration, as previously amended from time to time, is hereby further amended to remove Limited Common Element Parking Spaces P-80 and P-81 from Unit 303 and add them to Unit 406.

b. Limited Common Element parking spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated so the Limited Common Element parking space identified as numbers P-34 and P-35 will cease to be Limited Common Elements appurtenant to Unit 403, and will thereafter constitute Limited Common Elements appurtenant to Unit 303.

The table set forth in Exhibit "D" to the Declaration, as previously amended from time to time, is hereby further amended to remove Limited Common Element Parking Spaces P-34 and P-35 from Unit 406 and add them to Unit 303.

c. Exhibit D is replaced in its entirety by a new Exhibit D, which is attached hereto and incorporated herein.

2. Reallocation of Par Value. Effective as of the date this Amendment is recorded, the Units affected by this Amendment will have the par values and undivided percentages of interest in the Common Elements as indicated below:

Unit Number	Par Value	% of Interest In Common Elements
303	2.39	2.358 %
406	1.81	1.786 %

3. Written Consent of Unit Owners and Mortgagees. Execution of this Amendment constitutes the Unit Owner's (i) written consent as Required by Declaration Article VI, Section 4, and (ii) certification that the consent of all holders of mortgages or liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with The Jackson on High Condominium Association.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment reallocating limited common element parking spaces. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

[SIGNATURES TO FOLLOW]

The Jackson on High Condominium Association has caused the execution of this instrument this 4th day of JUNE, 2020.

THE JACKSON ON HIGH CONDOMINIUM ASSOCIATION

By: _____ President
MAUREEN TEED, its President

By: _____ Secretary
STEPHANIE TADDEO, its Secretary

STATE OF OHIO)
) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Jackson on High Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal, this 4 day of June, 2020.

_____
NOTARY PUBLIC Leah Meadows

Place notarial stamp/seal here:

NOTARIAL SEAL STATE OF OHIO

Leah R. Meadows
Notary Public, State of Ohio
My Commission Expires 4-6-23

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
) SS
COUNTY OF Franklin)

MAUREEN TEED and STEPHANIE TADDEO, being the duly elected and acting President and Secretary of The Jackson on High Condominium Association, certify that the Amendment to the Declaration of The Jackson on High Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

President
MAUREEN TEED, President

Secretary
STEPHANIE TADDEO, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MAUREEN TEED and STEPHANIE TADDEO who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal, this 4th day of June, 2020.

NOTARY PUBLIC Leah R. Meadows

Place notary stamp/seal here:

NOTARIAL SEAL
STATE OF OHIO

Leah R. Meadows
Notary Public, State of Ohio
My Commission Expires 9-6-23

EXHIBIT B

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 10 day of JUNE, 2020.

MICHAEL BALOG, Owner of Unit 303

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **MICHAEL BALOG**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 10 day of June, 2020.

Pamela K. Langley
NOTARY PUBLIC

Place notary stamp/seal here:

PAMELA K. LANGLEY, NOTARY PUBLIC
COMM EXP: Dec. 13, 2020
STATE OF OHIO

EXHIBIT C

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 12th day of June, 2020.

PAUL TSALAVAS, Owner of Unit 406

STATE OF ~~OHIO~~ North Carolina)
) SS
COUNTY OF)
Brunswick

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **PAUL TSALAVAS**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 12th day of June, 2020.

NOTARY PUBLIC
Expires 12-26-2021

Place notary stamp/seal here:

GINGER S. DUNN
Notary Public, North Carolina
Brunswick County
My Commission Expires
December 26, 2021

EXHIBIT D TO THE DECLARATION

UNIT TABLE

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.904%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5&P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46		1.75	1.727%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.319%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P34&P35		2.39	2.358%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7, P8, & P68	S14	3.28	3.236%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P23	S9	1.68	1.658%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P80&P81		1.81	1.786%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 501	No	1,404	P40&P41		2.09	2.062%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74,P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27&P28	S11	3.08	3.039%
Unit 506	No	1,680	P32&P44	S3	2.47	2.437%
Unit 601	No	1,404	P82 & P83		2.19	2.161%
Unit 602	No	966	P20&21	S10	1.33	1.312%
Unit 603	No	1,302	P26&P70	S16	1.89	1.865%
Unit 604	No	1,106	P22	S7	1.77	1.746%
Unit 605	No	1,947	P10,P11,P59* P61**	S4,S5, S8	3.29	3.245%
Unit 606	No	1,398	P3		2.21	2.181%
Unit 701	No	3.387	P57&P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L	S12 & S13	4.37	4.312%
Unit 703	No	3,132	P15,P16,P17	S1	4.98	4.914%
Unit 704	No	1,295	P4, P67		2.52	2.486%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.000%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
*P59	Instr. 201005140059522
**P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280157841
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280157843
P71	Instr. 200810280157844
P72	Instr. 200810280157845
P73	Instr. 200812091076871

Handicap parking spaces are unassigned

DO NOT DETACH

Instrument Number: 202211100155638
Recorded Date: 11/10/2022 9:50:39 AM

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

Return To (Mail Envelope):
KAMAN & CUSIMANO

Mail Envelope

Transaction Number: T20220109487
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 10

Submitted By (Mail):
KAMAN & CUSIMANO

Mail

First Grantor:	**First Grantee:**
JACKSON ON HIGH CONDOMINIUM ASSN	JACKSON ON HIGH CONDOMINIUM AMENDMENT

Fees:		**Instrument Number:** 202211100155638
Document Recording Fee:	$34.00	**Recorded Date:** 11/10/2022 9:50:39 AM
Additional Pages Fee:	$64.00	
Marginal Reference Fee:	$4.00	
Total Fees:	$102.00	
Amount Paid:	$102.00	
Amount Due:	$0.00	

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5

TRANSFER
NOT NECESSARY

NOV 09 2022

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

AMENDMENT TO THE

DECLARATION

OF

THE JACKSON ON HIGH CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION FOR THE JACKSON ON HIGH CONDOMINIUM RECORDED AT INSTRUMENT NO. 200912090177599 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF THE JACKSON ON HIGH CONDOMINIUM

A. The Declaration of The Jackson on High Condominium (the "Declaration") and the Bylaws of The Jackson on High Condominium Association, Exhibit C to the Declaration (the "Bylaws"), were recorded at Franklin County Records Instrument No. 200912090177599.

B. Ohio Revised Code Section 5311.032(A) and Declaration Article VI, Section 4 authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration to reallocate the use of Limited Common Elements between or among Units.

C. The Unit Owner of Unit 702 now wishes to convey its interests in Limited Common Element storage space S-12 to Unit 501 and storage space S-13 to Unit 703.

D. The Board of Directors approved the following matter to be modified to reallocate the use of the Limited Common Element storage space S-12, from Unit 702 to Unit 501 and storage space S-13 from Unit 702 to Unit 703 (the "Amendment")

E. The proceedings necessary to amend the Declaration and Bylaws, as permitted by Chapter 5311 and the Declaration, have in all respects been complied with.

F. Attached as Exhibit "A" is the certification of the Association's President and Secretary that the Declaration's provisions related to the Amendment have been complied with.

G. Execution of this Amendment in Exhibit "B", "C", and "D" constitutes the Unit Owners' written consent to this Amendment.

NOW THEREFORE, the Declaration is hereby amended by the Board of Directors as follows:

1. Reallocation of Rights to Limited Common Element. Effective as of the date this Amendment is recorded:

a. Limited Common Element storage spaces, as depicted on Exhibit B to the Declaration, are hereby reallocated so the Limited Common Element storage space identified as number S-12 will cease to be a Limited Common Element appurtenant to Unit 702, and will thereafter constitute a Limited Common Element appurtenant to Unit 501 and the Limited Common Element storage space identified as number S-13 will cease to be a Limited Common Element appurtenant to Unit 702, and will thereafter constitute a Limited Common Element appurtenant to Unit 703.

b. The table set forth in Exhibit "D" to the Declaration, as previously amended from time to time, is hereby further amended to remove Limited Common Element Storage Space S-12 from Unit 702 and add it to Unit 501 and remove Limited Common Element Storage Space S-13 from Unit 702 and add it to Unit 703, and is replaced in its entirety by a new Exhibit "D", which is attached hereto as Exhibit "E" and incorporated herein.

2. Reallocation of Par Value. Effective as of the date this Amendment is recorded, the Units affected by this Amendment will have the par values and undivided percentages of interest in the Common Elements as indicated below:

Unit Number	Par Value	% of Interest In Common Elements
501	2.11	2.083%
702	4.33	4.273%
703	5.00	4.934%

3. Written Consent of Unit Owners and Mortgagees. Execution of this Amendment constitutes the Unit Owner's (i) written consent as Required by Declaration Article VI, Section 4, and (ii) certification that the consent of all holders of mortgages or liens, if any, on each respective Unit affected hereby (except for real estate taxes and assessments not yet due and payable), have been submitted to and are on file with The Jackson on High Condominium Association.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment reallocating limited common element storage spaces. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

[SIGNATURES TO FOLLOW]

The Jackson on High Condominium Association has caused the execution of this instrument this 9th day of August, 2022.

THE JACKSON ON HIGH CONDOMINIUM ASSOCIATION

By: _____
STEPHANIE TADDEO, its President

By: _____
TODD JONES, its Treasurer

STATE OF OHIO Ohio)
) **SS**
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Jackson on High Condominium Association, by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 9th day of August, 2022.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

KWASI AFREH
Notary Public, State of Ohio
My Comm. Expires 18-OCT-2026

Daniel J Scanlon
Notary Public, State of Ohio
My Comm. Expires 02/23/2027
Stephanie 8/11/22

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF PRESIDENT AND TREASURER

STATE OF OHIO)
) SS
COUNTY OF Franklin)

STEPHANIE TADDEO and **TODD JONES**, being the duly elected and acting President and Treasurer of The Jackson on High Condominium Association, certify that the Amendment to the Declaration of The Jackson on High Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

By: _____
STEPHANIE TADDEO, its President

By: _____
TODD JONES, its Treasurer

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **STEPHANIE TADDEO** and **TODD JONES** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal this 9th day of August, 2022.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

KWASI AFREH
Notary Public, State of Ohio
My Comm. Expires 18-OCT-2026

Daniel J Scanlon
Notary Public, State of Ohio
My Comm. Expires 02/23/2027

Stephanie 8/11/22

EXHIBIT B

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 21st day of September, 2022.

MARK T. PALMER, Owner of Unit 501

TINA M. PALMER, Owner of Unit 501

STATE OF OHIO)
) **SS**
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **MARK T. PALMER** and **TINA M. PALMER**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of September, 2022.

NOTARY PUBLIC

Place notary stamp/seal here:

ASHLEY L. COFFEY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 7/18/2023

EXHIBIT C

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 19th day of October, 2022.

ZACHARY J. SPANGLER, Owner of Unit 702

STATE OF OHIO)
) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **ZACHARY J. SPANGLER**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

18 **IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal this day of October, 2022.

NOTARY PUBLIC

Place notary stamp/seal here:

TAWNI PRESSLEY
Notary Public
State of Ohio
My Comm. Expires
February 7, 2026

EXHIBIT D

CERTIFICATION OF UNIT OWNER

The undersigned has caused the execution of this instrument this 21st day of September, 2022.

CARROLL A. TROTMAN, Owner of Unit 703

STATE OF OHIO)
) SS
COUNTY OF)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **CARROLL A. TROTMAN**, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21 day of September, 2022.

NOTARY PUBLIC

Place notary stamp/seal here:

Elizabeth M. DeLong
Notary Public, State of Ohio
Commission #: 2017-RE-665646
My Commission Expires 8/21/2027

EXHIBIT E- EXHIBIT D TO THE DECLARATION

UNIT TABLE

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 1135	Yes	1,937			1.93	1.904%
Unit 1137	Yes	1,637			1.66	1.638%
Unit 1147	Yes	1,001			1.01	0.997%
Unit 201	No	1,561	P49U&L		1.67	1.648%
Unit 202	No	1,061	P6	S2	1.41	1.391%
Unit 203	No	1,775	P42&P43		2.22	2.190%
Unit 204	No	1,708	P5&P48U&L		1.60	1.579%
Unit 205	No	1,304	P76&P77	S17	1.28	1.263%
Unit 206	No	1,817	P45&P46		1.75	1.727%
Unit 207	No	2,039	P50U&L		2.16	2.131%
Unit 208	No	2,670			3.05	3.009%
Unit 209	No	1,741	P30		1.49	1.470%
Unit 210	No	2,148	P66&P69		2.35	2.319%
Unit 211	No	1,220	P31		1.54	1.519%
Unit 301	No	1,302	P54		1.85	1.825%
Unit 302	No	1,061	P14		1.41	1.391%
Unit 303	No	1,781	P80&P81		2.39	2.358%
Unit 304	No	1,300	P18&P19		1.52	1.500%
Unit 305	No	966	P1		1.03	1.016%
Unit 306	No	1,299	P78&P79		1.16	1.145%
Unit 307	No	2,083	P7, P8, & P68	S14	3.28	3.236%
Unit 308	No	2,053	P12&P13	S15	2.95	2.911%
Unit 309	No	1,253	P25		1.69	1.667%
Unit 310	No	1,220	P23	S9	1.68	1.658%
Unit 401	No	2,343	P33		3.20	3.157%
Unit 402	No	1,747	P38&P39	S6	1.75	1.727%
Unit 403	No	966	P29		1.07	1.056%
Unit 404	No	1,302	P53U&L		1.67	1.648%
Unit 405	No	938	P36&P37		1.36	1.342%
Unit 406	No	1,253	P34&P35		1.81	1.786%

Unit	Commercial Unit (Yes/No)	Approximate Gross Interior Area (Sq. Ft.)	Limited Common Element Parking Space(s)	Limited Common Element Storage Space(s)	Par Value	% Interest in Common Elements (based on Par Value)
Unit 501	No	1,404	P40 & P41	S12	2.11	2.083%
Unit 502	No	966	P24		1.18	1.164%
Unit 503	No	1,302	P74, P75		1.77	1.746%
Unit 504	No	1,123	P9		1.64	1.618%
Unit 505	No	1,964	P27 & P28	S11	3.08	3.039%
Unit 506	No	1,680	P32 &P44	S3	2.47	2.437%
Unit 601	No	1,404	P82 & P83		2.19	2.161%
Unit 602	No	966	P20 & P21	S10	1.33	1.312%
Unit 603	No	1,302	P26 & P70	S16	1.89	1.865%
Unit 604	No	1,106	P22	S7	1.77	1.746%
Unit 605	No	1,947	P10, P11, P59* P61**	S4, S5, S8	3.29	3.245%
Unit 606	No	1,398	P3		2.21	2.181%
Unit 701	No	3.387	P57 & P58	S18	5.34	5.269%
Unit 702	No	2,668	P51U&L, P52U&L		4.33	4.273%
Unit 703	No	3,132	P15, P16, P17	S1, S13	5.00	4.934%
Unit 704	No	1,295	P4, P67		2.52	2.486%
Unit 705	No	3,032	P2, P47U&L		4.29	4.233%
Totals		76,562			101.35	100.00%

The following parking spaces are subject to permanent parking easements pursuant to the indicated easement document:

Parking Space	Easement Document (recorded in Franklin County, Ohio)
*P59	Instr. 201005140059522
**P61	Instr. 201009030115268
P60	Instr. 200711070193475
P62	Instr. 200810280157841
P63	Instr. 200810280158742
P64 & P65	Instr. 200810280157843
P71	Instr. 200810280157844
P72	Instr. 200810280157845
P73	Instr. 200812091076871

Handicap parking spaces are unassigned