TRANSFER
NOT NECESSARY

OCT 10 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MIRANOVA CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR MIRANOVA CONDOMINIUM RECORDED AT INSTRUMENT NO. 200009010177122 AND RE-RECORDED AT INSTRUMENT NO. 200009050177931 OF THE FRANKLIN COUNTY RECORDS.

INTRODUCTION

The Declaration of Condominium Ownership for Miranova Condominium ("Original Declaration"), and the Bylaws for the Miranova Condominium Association, attached to and made part of the Declaration, were recorded on September 1, 2000 at Instrument No. 200009010177122 and Re-recorded at Instrument No. 200009050177931 of the Franklin County Records.

This Amended and Restated Declaration of Condominium Ownership for Miranova Condominium ("Amended and Restated Declaration") incorporates the Original Declaration, as recorded on September 1, 2000 at Instrument No. 200009010177122 and Re-recorded on September 5, 2000 at Instrument No. 200009050177931, the 1st Amendment to the Original Declaration recorded on December 19, 2000 at Instrument No. 200012190255559, the Correction to the 1st Amendment to the Original Declaration recorded on February 1, 2001 at Instrument No. 2001020100204942, the 2nd Amendment to the Original Declaration recorded on March 26, 2001 at Instrument No. 200103260059810, the Correction Amendment to the Original Declaration and Drawings of Miranova Condominium recorded on April 9, 2003 at Instrument No. 200304090103120, the Amendments to the Original Declaration recorded on April 27, 2006 at Instrument No. 200604270078969, the Amendment to the Original Declaration recorded on May 16, 2007 at Instrument No. 200705160086010, the Amendment to the Original Declaration recorded on September 21, 2007 at Instrument No. 200709210166167 the Amendments to the Original Declaration recorded on November 16, 2007 at Instrument No. 200711160198509, the Amendment to the Original Declaration recorded on June 18, 2016 at Instrument No. 200806180093812, the Amendment to the Original Declaration recorded on February 26, 2009 at Instrument No. 200902260026231, the Amendments to the Original Declaration recorded on May 19, 2014 at Instrument No. 201405190061012, the Amendment to the Original Declaration recorded on December 9, 2015 at Instrument No. 201512090172795, and the Amendments to the Original Declaration recorded on April 27, 2016 at Instrument No. 201604270051745. The result is a single text that is written as if the text of the above-referenced Amendments has been included in the Amended and Restated Declaration and the Amended and Restated Bylaws.

This Amended and Restated Declaration and the Amended and Restated Bylaws have been prepared at the direction of Miranova Condominium Association ("Association") for the convenience of the Unit Owners as well as for prospective purchasers of Units within Miranova Condominium.

Unit Owners and prospective Unit Owners are reminded that this Amended and Restated Declaration and the Amended and Restated Bylaws do not materially amend the Original Declaration and all recorded amendments. The Original Declaration and all recorded amendments are available for review at the Franklin County Recorder's Office. Any inconsistency between the Original Declaration and amendments, and this Amended and Restated Declaration will be resolved in favor of the Original Declaration and amendments.

[SIGNATURE PAGE TO FOLLOW]

The Miranova Condominium Association has caused the execution of this instrument this 18th day of September 2017.

MIRANOVA CONDOMINIUM ASSOCIATION

By: _____
PRESS C. SOUTHWORTH III, its President

By: _____
OLGA LUCIA, its Secretary

STATE OF OHIO)
) **SS**
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Miranova 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 18th day of September, 2017.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

JEFFREY E. KAMAN, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

DECLARATION

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

MIRANOVA CONDOMINIUM

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DECLARATION

This is the Declaration of Miranova Condominium made on or as of the 29th day of August, 2000 pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio, "the Condominium Act".

Recitals

A. Pizzuti Properties/Miranova Limited, an Ohio limited liability company, "Declarant", is the owner in fee simple of certain real property hereinafter described and the improvements thereon and appurtenances thereto.

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

Definitions

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

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Miranova Condominium Association as a corporation not-for-profit under the provisions of Ohio's Nonprofit Corporation Act.

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

3. "Board" and "Board of Directors" mean those persons who, as a group, serve as the Board of Directors of the Association and are also one and the same as the Board of Directors of the Condominium established for Miranova under the Condominium Act.

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

5. "Common Elements" means all of Miranova, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of Miranova constituting "common elements" of Miranova under the Condominium Act.

6. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio or successor statutes, and is the statutory law governing the creation and operation of condominiums in the State of Ohio.

7. "Condominium Documents' means the Articles, the Bylaws, the Drawings, this Declaration, and rules and regulations adopted from time to time by the Board.

8. "Condominium Property" means the tracts of land hereinafter described and all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto, all of which is being submitted hereby to the provisions of the Condominium Act and all of which is referred to in the Condominium Act as the condominium property.

9. "Declarant" means Pizzuti Properties/Miranova Limited, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

10. "Declaration" means this instrument, by which Miranova is hereby submitted to the provisions of the Condominium Act.

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

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

13. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit and 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 Miranova constituting "limited common elements" of Miranova under the Condominium Act.

14. "Miranova" means and includes all of the Condominium Property, the regime to govern it created hereby, and all other aspects, rights and appurtenances of the development being submitted to the Condominium Act hereby.

15. "Miranova Place" is a private street which is the primary access off of West Mound Street, a public street, to Miranova Tower and Parcel 1.

16. "Miranova Tower" is the 27 floor residential building a part of Miranova.

17. "Nonprofit Corporation Act" means Chapter 1702 of the Revised Code of Ohio, or successor statutes, and is the statutory law regulating the creation and operation of non-profit corporations in the State of Ohio.

18. "Occupant" and "Occupants" mean a person or persons lawfully residing in a Unit, regardless of whether or not that person or those persons are Unit Owners.

19. "Ohio EPA" means Ohio Environmental Protection Agency.

20. "O & M Agreement" means the Operation and Maintenance Agreement, dated December 29, 1999, between the Ohio EPA and Declarant regarding Parcel 1; as such O & M Agreement has been and may be hereinafter amended, modified or restated.

21. "O & M Plan" means the Operation and Maintenance Plan of the Miranova Property - Residential Portion, dated July, 1999, prepared by Hull & Associates, as such O & M Plan has been and may be hereinafter amended, modified or restated.

22. "Parcel 1", consisting of 1.918 acres, is the parcel of land on which Miranova Tower and most of the amenities in and of Miranova are situated, and is part of Miranova.

23. "Parcel 2", consisting of 0.355 acres, is the parcel of land on which a tennis court is planned to be Situated, and is part of Miranova.

24. "Parcel 3" is a parcel of land on which there is an access easement over and upon Miranova Place to provide vehicular and pedestrian ingress and egress to and from the Condominium Property and West Mound Street, a public street.

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

26. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association, as defined in the Condominium Act.

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

28. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in the Nonprofit Corporation Act.

The Plan

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

ARTICLE I

THE CONDOMINIUM PROPERTY

The Condominium Property consists of the fee simple interest in two parcels of land situated in the City of Columbus, Franklin County, Ohio, a 1.918 acre parcel ("Parcel 1"), and a 0.355 acre parcel ("Parcel 2"), and all improvements thereon, and all rights, easements and appurtenances thereto, including, without limiting the generality of the foregoing, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over, across and upon a contiguous 0.408 acre parcel of land ("Parcel 3"), and an exclusive perpetual easement thereon to construct, maintain and repair a canopy over a portion thereof, recorded as Instrument No. 199906040142424, and rerecorded as Instrument No. 199906160153095, Recorder's Office, Franklin County, Ohio. Legal descriptions of these parcels are set forth on Attachment 1 hereto. Attachment 2 hereto consists of Sketch Plot Plans showing the location of these parcels.

ARTICLE II

NAME

The name by which the property submitted hereby to the Condominium Act shall be known is "Miranova Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes.

This Declaration is being made to establish separate individual residential parcels in Miranova to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit Owners and Occupants; and to establish a Unit Owners' association to administer Miranova, 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.

Miranova shall be benefited by and subject to the following restrictions:

a. Unit Uses.

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

b. Common Element Uses.

The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units and appurtenant Limited Common Elements. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than

the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants.

c. Limited Common Elements Uses.

Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended.

d. Visible Areas.

Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

e. Offensive Activities.

No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

f. Vehicles.

The Board may promulgate rules and regulations regulating the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

g. Renting and Leasing.

No Unit or part thereof shall be rented or used for transient or hotel Purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a

portion of a Unit only. No lease may be of less than an entire Unit, nor for less than a one year term. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Documents shall be a default under the lease. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the foregoing, the Association, subject to such rules and regulations as the Board may from time to time adopt, may rent the guest apartment or permit it to be used on such terms as the Board in its sole discretion determines.

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

h. **Signs.**

No sign of any kind shall be displayed to the public view in Miranova except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) in listings on a bulletin board at a location established by the Board, from time to time, advising that a Unit is for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its sale and rental of Units.

i. **Replacements.**

Any building erected to replace Miranova Tower shall be of new construction, be of comparable structure type, size, design and construction, and shall contain a like number of Units of comparable size to the Units in the building replaced.

j. **Structural Integrity.**

Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

k. Construction in Easements.

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

l. Animals and Pets.

Except as expressly provided for below, pets, including rabbits, livestock, reptiles, fowl, poultry, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

i. A Unit Owner or Occupant may keep dogs (excluding any Prohibited Dog or dog of vicious breed, as each is further defined below), cats, and/or other domestic, household pets as defined by the Board (collectively "Permitted Pets"), provided further that any permitted pet complies with the restrictions contained in this Section 2, Paragraph l.

ii. The keeping of any Permitted Pet is subject to any rules and regulations the Board adopts.

iii. No Permitted Pet at any time may be kept, bred, or maintained for any commercial purpose.

iv. Any Permitted Pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property subject to these restrictions on three days' written notice from the Board.

v. A Permitted Pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property.

vi. Permitted Pets do not include "exotic" animals as the Board defines and determines from time to time, including, but not limited to any pigs, snakes or other reptiles, exotic breeds, or wild hybrids.

vii. No Permitted Pet may exceed a weight of 55 pounds. The Board may require at any time that a Unit Owner or Occupant submit documentation to the Board demonstrating a Permitted Pet's weight. Each Unit Owner may keep no more than a total combination of two dogs and/or cats per Unit.

viii. No Rottweiler, Presa Canario, Doberman Pinscher, Chow Chow, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

ix. Any "exotic" animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is "grandfathered" and permitted to remain on the Condominium Property, provided that said "exotic" animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this amendment, until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Unit Owner must obtain and maintain liability insurance or at least $500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

x. A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

m. Conveyances.

Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the

appropriate recording references of the initial page of this Declaration and the Drawings. 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, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Documents. Each purchaser of a Unit must make an Initial Capital Contribution Assessment to the Association in accordance with Declaration Article XVI, Section 3(d), as amended.

n. Discrimination/Handicapped Accommodation.

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 on the basis of age, sex, race, ethnic origin or handicap. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy Miranova, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

o. Architectural Control.

No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained in Miranova, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. No patio or balcony enclosure, or partial enclosure, of any kind, type, or material, other than as exist at the time of the filing of this Declaration, shall be permitted.

p. Rules and Regulations.

In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit

Owners, as a whole, and the Association, and to protect and preserve the nature and ambiance of Miranova. A copy of all rules and regulations shall be furnished by the Board to the Owners of each Unit prior to the time when the same shall become effective.

q. Prohibition of Use of Ground Water.

The ground water from beneath Parcel 1 and Parcel 2 shall not be extracted or utilized for any purpose or use, potable or otherwise, except for environmental sampling and monitoring.

r. Soils.

The two and one-half feet of soil meeting Ohio EPA residential standards which has been placed on Parcel 1 and is to be placed on Parcel 2 pursuant to the requirements of the O & M Agreement and the O & M Plan, shall not be disturbed except as permitted in the O & M Agreement and the O & M Plan.

s. Floor Coverings.

Unless otherwise approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, no floor coverings, other than carpeting, may be installed in any Unit without an acoustical underlayment having a sound transmission coefficient (STC) rating of fifty-nine (59) or better.

t. Owner/Resident Information.

In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

u. Occupancy Restriction.

No person who is adjudicated to be a sexual predator [Tier III] or a habitual sex offender [Tier II] and required 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, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. 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. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any

Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Miranova Tower.

a. General.

Miranova Tower is a twenty-seven (27) floor poured in-place, structural concrete frame building, with post-tensioned floor slabs, located on the south-central portion of Parcel 1. The foundation consists of conventionally poured in-place concrete. The building facade consists of a combination of precast concrete and a window wall. The window wall consists of insulated, high performance glass. The roof is comprised of both built-up composition and single ply membrane. The principal materials of which Miranova Tower is constructed are concrete, both poured and precast, glass, wood, various metals, and drywall. Miranova Tower has two basic independent cores – the "east" core and the "west" core, each of which contains a lobby area, two elevators, two stairways, an electrical apparatus room and a trash collection room. Miranova Tower has a state-of-the-art building security system.

b. Floor by Floor.

A detailed description of the composition of each floor is set forth on Attachment 3.

Section 2. Parcel 1 Amenities.

The grounds of Parcel 1 of Miranova contains or will contain the following improvements:

a. An approximately 1,900 square foot swimming pool located at the northeast corner of Parcel 1. The swimming pool has a surrounding deck and screen. A cabana containing separate men's and women's dressing rooms, with showers, is located on the swimming pool deck; and

b. Green and landscaped areas located throughout the grounds. The entire northern boundary of Parcel 1, and adjacent property which is owned by the City of Columbus, will be maintained as permanent "green space".

Section 3. Parcel 2 Amenities.

Parcel 2 of Miranova is located at the southwest corner of West Mound Street and Short Street and is designed to contain a tennis court and associated amenities.

Section 4. Off-Site Amenities.

In addition to the portion of the green space alongside the northern boundary of Parcel 1, and an off-site proposed meandering fence, both of which the Association will maintain, Miranova is served by Miranova Place, (Parcel 3), a private street the use of which for ingress and egress Miranova has a non-exclusive perpetual easement, and which is the primary access off of West Mound Street, a public street, to Miranova Tower and Parcel 1. Miranova Place originates at the existing intersection of West Mound Street and Short Street, and then extends west to a turnaround area having its point of terminus at the entryway to Miranova Tower. This turnaround area is constructed of pavers and concrete, with a decorative design feature at its center. In addition, Miranova has an exclusive easement over a portion of Miranova Place to maintain, repair and replace an overhanging porte cochere or canopy (roofed entryway).

ARTICLE V

UNITS

Section 1. Unit Designations.

Each of the residential dwelling units, of which there are one-hundred nineteen (119), each of which is called "a Unit", is designated by a three or four digit number on the Drawings where that Unit is located. The location and proper Unit designation of each Unit are also set forth on Attachment 4 and shown on the Miranova Tower building template attached hereto as Attachment 5.

Section 2. Composition of Units.

a. Unit Composition.

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

i. the Unit's internal non-structural walls, and finished but non-structural ceilings, floors and walls;

ii. the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls within the Unit, and carpeting, if any;

iii. all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor, serving only that Unit;

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

v. all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit, including, without limitation, air conditioning units and associated apparatus located in small rooms adjacent to, but not located within, such Unit;

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

vii. all space encompassed by the interior surfaces of the bounding structural walls, ceilings and floors of the Unit, but, if bounded by a non-structural wall, the Unit includes the space encompassed by that bounding non-structural wall;

viii. fireplaces, if any, actually within the interior of a Unit and the flues, vents, and dampers therefor;

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

i. any supporting element of the building contained in walls; and

ii. 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.

b. Unit Types, Sizes, Locations and Components.

The composition of each type of Unit is set forth on Attachment 6, and each Unit's type is set forth on Attachment 4. The location, dimensions, and composition of each Unit are also shown on the Drawings. Each Unit has direct access to a Common Element in Parcel 1, which leads directly to West Mound Street, a public street, through the access easement described as Parcel 3 on Attachment 1. Portions of Miranova's Common Elements in Parcel 1 also bound on West Main Street, a public street. Parcel 2, which consists solely of Common Elements, bounds directly on West Mound Street and Short Street, to which there is direct access.

Section 3. Physical Combination of Units.

A Unit Owner of contiguous Units, whether contiguous horizontal or vertically, may, at the Unit owner's sole cost, physically combine those Units for living purposes into a single, unified residence, by installing partitions, and stairways, walkways, doorways and other openings between those Units, and making such other improvements therein as will make the contiguous Units a single, unified residence, provided:

a. Declarant, so long as it controls the Association, and thereafter the Board, (i) is provided plans and specifications for the physical combination of those Units, (ii) determines that the proposed physical changes and/or improvements are reasonable and will not impair the structural integrity of Miranova Tower or any part thereof, and (iii) issues to the owner or owners of the contiguous Units, in its sole discretion (other than its determination that physical changes and/or improvements are not unreasonable and will not impair the structural integrity of Miranova Tower) its written approval of the installation of the physical changes and/or improvements;

b. those changes and/or improvements meet all lawful requirements governing building construction and housing; and

c. the Units so physically combined for living purposes shall not be or be deemed to be combined for any purposes under the Declaration or under law.

but shall continue to be lawfully categorized and treated as separate and distinct parcels of real estate.

Unless the Unit owner or owners of both physically combined Units consent in writing, the improvements and changes so approved and made shall not be required to be removed or the Units restored to two physically separated Units. With like approvals and under the same conditions the physically separated Units may at the expense of the Unit owner or Unit owners of the physically combined Units be changed and/or improved to make each Unit a separate, unified residence.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements – Description.

All of Miranova, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, or as Limited Common Elements are Common Elements. Among other things, twenty (20) of the parking spaces in Miranova Tower are Common Elements, and are so designated on the Drawings. These parking spaces will be utilized for visitor parking, subject to such rules and regulations as the Board may adopt from time to time.

Section 2. Limited Common Elements - Description.

Those portions of the Common Elements that are so described herein or labeled or designated "limited common elements" on the Drawings, are Limited Common Elements. These Limited Common Elements, their composition, identification, and method of assignment, are as follows:

a. Terraces.

Each Unit has a terrace, recessed from the building exterior, the outer perimeter of each of which is improved with a tinted glass curtain wall approximately 3 1/2 feet in height. Each such terrace is appurtenant to the Unit from which the terrace has direct access and/or is designed to serve.

b. Garden Terraces.

Each Unit on the fifth floor of Miranova Tower also has a garden terrace facing to tile south, each of which is enclosed with a masonry/stucco privacy fence. Each such garden terrace is appurtenant to the Unit from which that garden terrace has direct access.

c. Parking Spaces.

i. General; Designations

Of the total of two hundred thirty-six (236) parking spaces in Miranova Tower, two hundred sixteen (216) are Limited Common Elements and are so designated on the Drawings, while, as mentioned, the twenty (20) parking spaces for visitor parking are Common Elements. Each Miranova Tower parking space, whether a Common or Limited Common Element, is properly legally designated as follows: (a) if on the tower or basement level floor by the letter 'B", a dash ("-"), and a number from 1 through 13, inclusive, 16 through 20, inclusive, or 22 through 59, inclusive; and (b) if on the second, third or fourth floors by tile number 2, 3, or 4 (corresponding with the number of the floor on which it is situated), a dash, and, in the case of floor 2, a number from 1 through 54, inclusive, and in the case of each of floors 3 and 4, a number from 1 through 63, inclusive. Illustrations of proper parking space designations are "B-10", and "2-10'.

ii. Assignment of Parking Spaces.

As Units are sold and closed by Declarant, Declarant shall permanently assign use of the Limited Common Element parking space or spaces, on a "first come, first served" basis, to the Unit of the purchaser or purchasers who purchase use of that parking space or spaces, if any, by reference to the parking space or spaces proper designation and the assignment of the perpetual and exclusive right to utilize the same in the deed of the Unit or Units to that purchaser or purchasers. A previously unassigned Limited Common Element parking space or spaces assigned to a Unit subsequent to the initial Unit purchaser's purchase of that Unit, shall be by a separate recordable instrument assigning the perpetual and exclusive right to utilize that space, and identifying (a) the Limited Common Element parking space by proper parking space designation, (b) the Unit to which it is made appurtenant, and (c) the name or names of the then owner or owners of that Unit.

iii. Unassigned Parking Spaces.

If any Limited Common Element parking spaces remain unassigned by the earlier of (a) thirty (30) days after Declarant has closed the sale of Units holding seventy-five percent (75%) of all undivided interests in Miranova Condominium, and (b) three years from the time of the creation of Miranova, then such unassigned parking spaces shall become subject to such use and disposition (including sale to Unit Owners

or use for visitor parking) as the Board may in its sole discretion determine.

iv. Assignment Permanent and Irrevocable.

Each assignment of a parking space is a permanent and irrevocable assignment to the Unit to which assigned, and shall entitle the Owners and Occupants, from time to time, of the Unit to which assigned to the exclusive use of such space, subject to such rules and regulations as the Board may adopt from time to time.

v. Record of Assignment.

The Association shall at all times maintain up-to-date records of all parking space assignments.

vi. Use of Parking Spaces.

Parking spaces, whether Common Elements or Limited Common Elements, may be used solely for purposes of the parking of personal motor vehicles, and no other purposes, provided that some parking spaces are enclosed, accessible only through lockable overhead rolling doors, and in some instances contain additional storage space, which may be utilized for storage purposes, subject to such rules and regulations as the Board may adopt from time to time.

vii. Rental of Parking Spaces.

The Unit Owner or Owners of a Unit to which a parking space has been assigned shall have the right to rent the use of that parking space, but only to an Occupant, and for not less than a period of one year unless otherwise approved by the Board, provided, further, that before the commencement of any such rental period the renting Unit Owner or Owners shall first advise the Board, in writing, the name of and Unit occupied by that Occupant, and the terms of the rental.

d. Private Storage Areas.

i. General; Designations.

Miranova Tower contains a total of ninety-one (91) private storage areas, located as shown on the Drawings. Those on the lobby or first floor level are designated by "S" or "SW", followed by a dash("-"), and the number 1, 3 through 14, inclusive, and 16 through 66, inclusive, in the case of those designated "S", or 1 through 4, inclusive, in the case of those designated "SW". Those on the second floor are designated by "SG" a dash and the number 1 through 23, inclusive. Illustrations of proper storage

area designations are "S-1", 'SW-1' and 'SG-1". The twenty-three (23) storage areas located on the second floor are steel-framed, mesh, lockable and enclosed, while the remaining sixty-eight (68) are dry wall, lockable enclosed storage areas located on the lobby level, sixty-four (64) on the east end and four on the west end. Each such storage area is a Limited Common Element.

ii. Assignment of Storage Areas.

As Units are sold and closed by Declarant, Declarant shall permanently assign use of these storage areas, on a "first come, first served" basis to the Unit of the purchaser or purchasers who purchase use of that storage area, if any, by reference to the storage area or areas proper designation and the assignment of the perpetual and exclusive right to utilize the same in the deed of that Unit or Units to that purchaser or purchasers. A previously unassigned storage area or areas assigned to a Unit subsequent to the initial Unit purchasers purchase of that Unit shall be by separate recordable instrument assigning the perpetual and exclusive right to utilize that area, and identifying (a) the storage area by proper storage area designation, (b) the Unit to which it is made appurtenant, and (c) the name or names of the then owner or owners of that Unit.

iii. Unassigned Storage Areas.

If any storage areas remain unassigned by the earlier of (a) thirty (30) days after Declarant has closed the sale of Units holding seventy-five percent (75%) of all undivided interests in Miranova, and (b) three years from the time of the creation of Miranova Condominium, any such storage areas unassigned shall become subject to such use and disposition (including sale to the then present Unit Owners or use by the Association) as the Board may in its sole discretion determine.

iv. Assignment Permanent and Irrevocable

Each assignment of a storage area is a permanent and irrevocable assignment to the Unit to which assigned, and shall entitle the Owners and Occupants, from time to time, of the Unit to which assigned the exclusive use of such storage area, subject to such rules and regulations as the Board may adopt from time to time.

v. Record of Assignment.

The Association shall at all times maintain up-to-date records of all such assignments, temporary or permanent.

vi. Use of Storage Areas.

Storage areas may be used solely for purposes of storage of personal effects and furnishings of Occupants, and no other purposes, subject to such rules and regulations as the Board may adopt from time to time.

vii. Rental of Storage Areas.

The Unit Owner or Owners of a Unit to which a storage area has been assigned shall have the right to rent the use of that storage area, but only to an Occupant, and for not less than a period of one year unless otherwise approved by the Board, provided, further, that before the commencement of any such rental period the renting Unit Owner or Owners shall first advise the Board, in writing, the name of and Unit occupied by that Occupant and the terms of the rental.

e. Unit Air Conditioning Rooms.

Various Units have air conditioning units and associated apparatus in small rooms adjacent to but not located within such Units, accessible only from a Common Element common corridor. Each of these rooms is a Limited Common Element, and so designated on the Drawings where that room is situated, and is appurtenant to the Unit served by that air conditioning unit

Subject to the limitations described in this Section 2, each Limited Common Elements is appurtenant to the Unit or Units described as being served by the same, and is reserved for the exclusive use of the Occupants of the Unit or Units it is described, designed, or designated to serve.

ARTICLE VII

UNDIVIDED INTERESTS

The undivided interest of each Unit in the Common Elements is shown on Attachment 4, and each is based on the approximate gross interior square feet of that Unit as a percentage of the approximate gross interior square feet of all Units in Miranova. The assignment of undivided interests is final and irrevocable, unless agreed otherwise by all persons having a legal or equitable interest in a Unit in Miranova. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VIII

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association.

The Association has been formed to be and to serve as the Unit Owners' association of Miranova. The Declarant is presently the sole member of the Association.

Section 2. Membership.

Membership in the 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.

On any matter on which Unit Owners are entitled to vote, the Owner or Owners of each Unit shall be entitled to cast, with respect to that Unit, the number of votes allocated to that Unit set forth on Attachment 4 with respect to that Unit, in accordance with the provisions of the Bylaws. This assignment of voting rights is based on various factors described to Unit purchasers and is final and irrevocable, unless agreed otherwise by all persons having a legal or equitable interest in a Unit in Miranova.

Section 4. Board of Directors.

The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws.

ARTICLE IX

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, the Association's "Statutory Agent", and that person's residence or place of business, which is in the State of Ohio, is:

K & C Service Corporation
8181 North High Street, Suite 370
Columbus, Ohio 43082

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

ARTICLE X

MAINTENANCE AND REPAIR

Section 1. Association Responsibility.

The Association, to the extent and at such times as, the Board, in its exercise of business judgment determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including but not limited to utility facilities serving more than one Unit, utility lines a part of the Common Elements, lawns, shrubs, trees, walkways, drives, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements. The Association will also be responsible for the maintenance, repair, and replacement of exterior, stationary windows (excluding skylights, if any) and their related glass panes, frames, sashes, jambs, and exterior trim, even though these items may be part of the Unit. The Board, in its sole discretion, may also provide exterior door glass and window glass cleaning as a Common Expense. The Association may also, if so elected by the Board, at its sole discretion, repair and maintain Limited Common Elements, or portions thereof, (such as, but not limited to, the making of structural repairs to terraces and parking space enclosure overhead doors), provided, if it elects to do so, the cast thereof shall not be a common expense of the Association, but shall be the economic responsibility of the Units (and Owners thereof) to which the Limited Common Element is appurtenant, and charged by the Association to that Unit and its Owners as a special individual Unit assessment as hereinafter defined. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent above the deductible, the Association shall have neither actual nor economic responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit. The Association shall also be responsible for compliance with all of the terms and conditions of the O & M Agreement and the O & M Plan including the record-keeping and reporting requirements set forth therein, and the continuing repair and maintenance responsibilities, and sharing and payment of costs therefore, accruing hereafter, set forth in the following documents:

a. Easement Agreement, between Declarant and Pizzuti Company LLC, (formerly Pizzuti Land Company LLC) dated May 21, 1999, and recorded as Instrument No. 199906160153095*; (the access and canopy easement described as Parcel 3 on Attachment 1);

b. Landscaping Easement between the City of Columbus, Ohio and Declarant, dated July 18, 2000, and recorded as Instrument No. 200007250147196*;

c. Improvement and Maintenance Agreement, between the City of Columbus, Ohio, Declarant, and Pizzuti Company LLC, dated July 18, 2000, and recorded as Instrument No. 200007250147200*; and

d. Agreement Regarding Landscaping and Other Improvements, between Declarant and Pizzuti Company LLC, implementing the agreements described in a. and b., above, dated August 24, 2000, and recorded as Instrument No. 200008250171331*.

*All references are to the records of the Recorder of Franklin County, Ohio.

Copies of these documents are available from Declarant and the Association, and in the case of O & M Agreement and Plan, also from the Ohio EPA.

Section 2. Individual Responsibility.

Each Unit Owner will repair, maintain, and replace each Unit, and all components thereof, owned by that Unit Owner. Without limiting the foregoing, each Unit Owner, is responsible to repair, maintain, and replace the Unit's horizontally hinged windows, terrace sliding doors, and skylights (if any), including but not limited to the glass panes, frames, sashes, jambs, screens, locks, hinges, handles, tracks, and knobs related to said horizontally hinged windows, skylights, and/or terrace sliding doors; except that as provided in Article X, Section 1, the Association, not the Unit Owner is responsible for the maintenance, repair, and replacement of exterior, stationary windows (excluding skylights), and their related glass panes, frames, sashes, jambs, and exterior trim, even though these items may be part of the Unit. The cleaning and general housekeeping of all Unit windows, skylights, and doors is the Unit Owner's responsibility. The Unit Owner is further responsible to repair, maintain, and replace that Owner's Unit's Limited Common Elements not elected by the Board to be performed by the Association, including the providing of routine cleaning and maintenance of the interiors of Limited Common Element terraces, storage areas, enclosed parking spaces, and individual air conditioning rooms. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements, Units, 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 Owners or his, her, its or their predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of

such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE XI

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In addition, each Unit Owner shall reimburse the Association for that Owners Unit's share of any utility cost that the Board reasonably determines is attributable to use by that Owner's Unit or that Unit's appurtenant Limited Common Elements (for example, costs of heating a private storage area shall be charged by the Association to the appurtenant Unit and its Owner or Owners), and such costs shall be deemed special individual Unit assessments, as hereinafter provided). All other utility costs shall be common expenses and paid by the Association.

ARTICLE XII

INSURANCE: LOSSES

Section 1. Fire and Extended Coverage Insurance.

The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements or the Limited Common Elements, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where such is available, issued in the locale of Miranova, or, if the policy does not include an "all risks" endorsement a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings excavations, and other items normally excluded from coverage). This insurance shall also:

a. have (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 two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);

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

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

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

e. have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

f. be paid for by the Association, as a common expense;

g. contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners;

h. provide that the insurance shall not be prejudiced by any acts or omissions at individual Unit Owners who are not under the control of the Association; and

i. be primary, even if a Unit Owner has other insurance that covers the same loss.

j. provide coverage for all exterior glass windows (except skylights, if any) and all exterior glass terrace doors, and the frames, sashes, jambs, and hardware therefor, even though these improvements may be part of the Unit.

Section 2. Liability Insurance

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

Section 3. Fidelity Coverage.

The Board shall obtain and maintain, at the Association's cost and as a common expense, fidelity insurance providing coverage for the Association against dishonest acts on the part of directors, managers, Directors, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity insurance policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the policy is in force. In connection

with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any service on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a policy of fidelity insurance providing coverage no less than that required of the Association, which insurance policy names the Association as an additional obligee.

Section 4. Hazard Insurance Carrier.

Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholders rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholders 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. *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 policyholders ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance.

In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative: Power of Attorney.

There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any

proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, the Association, and Miranova, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance.

Each Unit Owner must separately insure those portions of their Unit (as defined in Declaration Article V, Section 2), with the exception that the Unit Owner is not required to insure all exterior glass windows and all exterior glass terrace doors, and the frames, sashes, jambs, and hardware therefor, even though these improvements may be part of the Unit, as the Associations must obtain property insurance on these components. 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 determine 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 or receipt of a request from the Association. Each Unit Owner may further separately insure the personal contents of their 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. All such insurance will contain a waiver of subrogation rights by the Unit Owner's insurance carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

After any damage to or destruction of a Unit, the Unit Owner must restore their Unit, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to 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. 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 8. Sufficient Insurance.

In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within 60 days after such damage or destruction the Unit Owners and eligible mortgagees, if they are entitled to do so pursuant to the provisions

of this Declaration, shall elect to terminate Miranova, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance.

In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within 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 or Owners and that Owner or those Owners, 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 all other assessments.

Section 10. Lender Requirements.

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

ARTICLE XIII

DAMAGE: RESTORATION: REHABILITATION AND RENEWAL: TERMINATION

Section 1. Restoration of Substantial Damage or Destruction.

In the event of substantial damage to or destruction of Miranova Tower, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore: Termination.

The Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of eligible mortgagees hereinafter provided, both given within sixty (60) days after

substantial damage or destruction of Miranova Tower, determine not to repair or restore the damage or destruction, and to terminate Miranova. In any such an event all of Miranova shall be sold as upon partition, In the event of such an election not to repair or restore substantial damage or destruction or reconstruct Miranova Tower, the net proceeds of insurance paid by reason of such damage or destruction, and/or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate Miranova, the net proceeds from the partition sale, shall be distributed among the Unit Owners, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

Section 3. Rehabilitation and Renewal.

The Association, by vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, at a duly called and noticed meeting called specifically for the purpose of determining if Miranova is obsolete in whole or in part and whether or not to have the same renewed and rehabilitated, and the consent of eligible mortgagees hereinafter provided, may so determine that Miranova is obsolete in whole or in part and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Miranova shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, facade, or siding, or replacing infrastructure, items which shall be determined solely by the Board.

ARTICLE XIV

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 Miranova, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner or Owners may lawfully separately pursue and realize upon a claim for the loss of a Unit's improvements, or for incidental and consequential losses or damage to that Unit Owner or those Unit Owners resulting from a taking under the power of eminent domain, such as for relocation and moving

expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner or Owners may, at his, her, its or their election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, any action by the Association to recoup the losses incurred by it, or any other Unit Owner or Owners, nor diminishes any award for any such loss.

Section 2. Use of Proceeds.

The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining portion of Miranova 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 (75%) of the voting power of Unit Owners, and the consent of eligible mortgagees hereinafter provided.

Section 3. Insufficient Proceeds.

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

Section 4. Non-Restorable Unit.

Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or Owners or his, her, its or their 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, its or their 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 Miranova, its 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.

Section 5. Power of Attorney.

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

ARTICLE XV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment: Limitations.

Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from his, her, or its Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and, the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking or storage facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration.

The Association shall have a right of entry and access to, over, upon and through all of Miranova, including each Unit and the Limited Common Elements, 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 Miranova. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant locked or enclosed Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than twenty four hours advance notice prior to entering a Unit or its locked or enclosed Limited Common Elements. No notice shall be required for the Association to enter an unlocked or unenclosed Limited Common Element, such as an unenclosed parking space.

Section 3. Easements for Encroachments.

Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or as shown on the Drawings, shall and do exist so long as the encroachments remain.

Section 4. Easement for Support.

Every portion of a structure, utility line, or any other improvement on any portion of Miranova contributing to the support of another structure, utility line or improvement on another portion of Miranova shall be burdened with an easement of support for the benefit of all other such structure, utility lines, improvements and other portions of Miranova.

Section 5. Easements for Proper Operations.

Easements to the Association shall exist upon, over and under all of Miranova for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, driveway and walkways, and for all other purposes necessary for the proper operation of Miranova. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under Miranova, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of Miranova. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of Miranova by Unit Owners and Occupants.

Section 6. Easement for Services.

Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, 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, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 7. Easements Reserved to Declarant.

Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements (a) for a three year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, and for constructing Unit interiors, 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 or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. The rights and easements reserved to Declarant its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Unit Owners and Occupants.

Section 8. General.

Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the Owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided here in shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

Section 9. Power of Attorney.

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

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS: RESERVE FUNDS

Section 1. Types of Assessments.

The Declarant for each Unit within Miranova hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) operating assessments, (b) special assessments for capital improvements, (c) special individual Unit assessments, and (d) an initial capital contribution assessment, as all said assessments are more fully described in Declaration Article XVI, Section 3 as amended, all of such assessments to be established and collected as hereinafter provided.

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

(1) First, to interest owed to the Association
(2) Second, to administrative late fees owed to the Association
(3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Associations; and
(4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and Occupants and the best interests of Miranova.

Section 3. Elements-Apportionment: Due Dates.

a. Operating Assessments.

i. Prior to the time any Unit Owner is to be charged assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and Unit Owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

(a) that period's estimated cost of the maintenance and repair of improvements to be provided by the Association, including, without limiting the generality of the foregoing, building, elevators, utility plant, interior and exterior lighting, recreation facilities, and irrigation system repair and maintenance;

(b) that period's estimated costs for grounds care and easement areas repair and maintenance, including snow and ice removal and de-icing, and to fulfill maintenance agreement obligations;

(c) that period's estimated costs to provide various services to Occupants, such services to include those that the Board in its sole discretion determines to utilize, including, without limiting the generality of the foregoing, valet and doorman services, housekeeping of Common Elements, maintenance personnel service, twenty-four (24) hour, seven day a week concierge services, beeper/answering service, cable television for selected portions of the Common Elements, security monitoring camera, fire and burglar alarms, window washing, pest control, and elevator access control system;

(d) that period's estimated costs for insurance premiums to be provided and paid for by the Association;

(e) that period's estimated costs for utility services not separately metered or charged to Unit Owners;

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

(g) that period's estimated costs for the management and administration of the Association, including, but not limited to, fees for properly 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

(h) that period's estimated costs for any other costs of operation of Miranova constituting common expenses not herein specifically excluded.

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

iii. The operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro-rata share of the annual operating assessment for a Unit shall be due the first day of each month.

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, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

v. If assessments collected during any such period are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

vi. So long as the Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association at or prior to the time Unit Owners other than Declarant control the Association. Each Units share of the working capital reserve

fund shall be collected either at the time the sale of the Unit is closed or when control of the Association is vested in Unit Owners other than Declarant, whichever is earlier, without prejudice to Declarant's right to recover its contribution from purchasers of Units from Declarant subsequent to such vesting of control.

b. Special Assessments for Capital Improvements.

i. In addition to the operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of eligible mortgagees hereinafter provided.

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 shall levy assessments against an individual Unit, or Units, and the Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, and a Unit Owner's interest, late charges, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owner or Owners subject thereto. Additionally, during the first years of Miranova'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 Miranova or any part thereof 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 Miranova 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.

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

b. Initial Capital Contribution Assessment

After the recording of this Amendment, each purchaser of a Unit must make, at the time such purchaser acquires title to a Unit, an initial capital contribution to the Association in an amount equal to two times the then operating assessment's monthly installment amount, as described in Declaration Article XVI, Section 3 (a), attributable to said Unit in accordance with the assigned undivided percentage of interest in the Common Elements attached as Attachment 4 to the Declaration, as amended (the "Initial Capital Contribution Assessment"). The term "purchaser" does not apply to a transfer of title to a Unit for estate planning, liability protection, or similar purposes where no consideration is paid for the acquisition of the Unit and the Occupants of the Unit prior to the transfer of the title continue to remain the Occupants of the Unit for a period of at least 90 days after the Unit transfer.

The Association's Board of Directors will charge the Initial Capital Contribution Assessment against the Unit and is the personal obligation of the purchasing Unit Owner. The Initial Capital Contribution Assessment directly benefits the Association by being deposited in the Association's replacement reserve fund for the purpose of funding the maintenance, repair, and replacement of the major capital items located on the Condominium Property. The Initial Capital Contribution Assessment is not an escrow or advance, and is not refundable. A Unit Owner selling his/her Unit must notify the purchaser of the Unit of the Initial Capital Contribution Assessment prior to transfer of the Unit's title. The failure of a selling Unit Owner to inform the purchasing Unit Owner of the Initial Capital Contribution Assessment does not affect the purchaser's obligation to pay the Initial Capital Contribution Assessment upon acquiring title to a Unit or the Association's ability to levy the Initial Capital Contribution Assessment to such purchaser. The Association's Board of Directors may collect the Initial Capital Contribution Assessment in the manner outlined in Declaration Articles XVI, Section 5. The Board may adopt and enforce Rules and/or definitions in furtherance, but not in contradiction of

the above provisions, including without limitation, rules to address and eliminate, attempts to circumvent the meaning or intent of this Articles XVI, Section 3(d).

Section 4. Effective Date of Assessment.

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

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

a. If any installment or portion of any installment af an assessment is not paid within ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

b. If any installment or portion of any installment of an assessment is not paid within ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereon at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of ten (10) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

c. Operating and both types of special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such assessment is made.

d. At any time after any assessment or an installment of an assessment, or portion of any installment of an assessment, levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof, interest late fees, and costs, including attorney fees, may be filed with the Recorder of Franklin County, pursuant to authorization given by the Board. The certificate shall contain a description or

other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

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

f. 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 Franklin County 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.

g. Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner or Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

h. The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring or join in an action at law against the Unit Owner or Owner personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys'

fees) shall be added to the amount of any such assessment to the extent permitted by Ohio law.

i. No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

j. No Unit Owner or Owners 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, its or their Unit.

k. Assessments shall run with the land, are necessary to continue the care, repair and maintenance of all of Miranova, and to continue to provide utility, security, and other services, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages.

The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner. The foregoing will not relieve any successor Owner from the obligation for assessments accruing thereafter.

Section 7. Certificate Regarding Assessments.

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

ARTICLE XVII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices.

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

a. any proposed addition to, change in, or amendment of the Condominium Documents of a material nature, (which excludes changes for the purpose of correcting technical errors, or for clarification only), or including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of Miranova or the addition, annexation or withdrawal of property to or from Miranova; (ix) hazard or fidelity insurance requirements; (x) imposition of any additional restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owners right to sell or transfer that Owner's Unit; (xii) a decision by the Association to establish self-management if professional management had been required previously by an eligible mortgagee; (xiii) restoration or repair of Miranova after damage or partial condemnation in a manner other than specified in the Condominium Documents; (xiv) termination of the legal status of Miranova after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors;

b. any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an eligible mortgagee; (ii) causes restoration or repair of Miranova (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents; (iii) substantial damage or destruction not be restored; (iv) Miranova be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium Documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article; or

c. (i) any condemnation or casualty loss that affects either a material portion of Miranova or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by any Unit

Owner on a Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights.

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

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend.

Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Documents) or the taking of any of the actions which require the consent of eligible mortgagees exercising fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible mortgagees, as provided elsewhere herein, shall, in addition to such consents of eligible mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

a. the consent of all Unit Owners shall be required for any amendment effecting a change in:

i. the boundaries of any Unit;

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

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

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

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

c. In any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for so long as Declarant owns any Unit, to amend the Condominium Documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of eligible mortgagees is obtained (if required), or (ii) correct typographical 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 the Declarant the Declaration shall not be amended to increase the scope or the period of control of the Declarant;

d. in any event, there is reserved to the Association, through its Board, from and after such time as Declarant no longer owns any Unit, the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to the Association, through its Board, a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by the Board), to amend the Condominium Documents to the extent necessary to correct typographical or factual errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor; and

e. the consent of the Director of the Ohio EPA (or any successor agency) shall be required to amend or delete (i) Sections 2 q. or 2 r. of Article III of this Declaration or (ii) the provisions of Section 1 of Article X of this Declaration relating to the O & M Agreement and O & M Plan.

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

Section 2. Method to Amend.

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

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 Miranova, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions.

In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such

restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Documents, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, 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, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortous act of the Association or such Director, officer or other representative. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant that cannot be settled by agreement between them, no Unit Owner or Unit Owners shall institute legal proceedings against the Association without first submitting the dispute to arbitration in accordance with and pursuant to the provisions of the arbitration law of the State of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), 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.

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the right of the owner and/or the occupant's use of the recreational facilities.

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.

Section 6. Use of New Technology.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time, provided such use is generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and/or for the Association to properly and effectively receive any Unit Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

a. For voting on the election of Board members, the Association may provide for voting by electronic transmission, provided that if the Association cannot guarantee the anonymity of a Unit Owner's vote, the Association must provide the Unit Owner with the option of casting an anonymous printed ballot, which includes, when necessary, the Unit Owner's percentage of ownership interest.

b. An electronic mail or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other

communication to the Unit Owner in writing by regular U.S. mail, by hand delivery, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

c. Any Unit Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency or any payment due, either by personal delivery or regular mail to such Unit Owner's residence in Miranova Tower or the last known address of the Unit Owner.

ATTACHMENT 1

DECLARATION OF CONDOMINIUM
MIRANOVA CONDOMINIUM

LEGAL DESCRIPTION

See Attachment 1 of Original Declaration recorded at Franklin County Records Instrument No. 200009050177931, on September 5, 2000.

ATTACHMENT 2

DECLARATION OF CONDOMINIUM
MIRANOVA CONDOMINIUM

DRAWINGS

See Attachment 2 of Declaration recorded at Franklin County Records Instrument No. 200009050177931, on September 5, 2000.

See the Correction Amendment to The Declaration and Drawings of Miranova Condominium recorded at Franklin County Records Instrument No. 200604090103128, on April 9, 2003.

See the Amendment to The Declaration of Condominium Ownership for Miranova Condominium recorded at Franklin County Records Instrument No. 200902260026231, on February 26, 2009.

See the Amendment to The Declaration of Condominium Ownership for Miranova Condominium recorded at Franklin County Records Instrument No. 201512090172795, on December 9, 2015.

ATTACHMENT 3

DECLARATION OF CONDOMINIUM
MIRANOVA CONDOMINIUM

COMPOSITION OF EACH FLOOR OF CONDOMIUM TOWER

Lower Level (below ground level)	56 single car parking spaces, a two-bay car washing facility; a primary electric switch gear room; two major mechanical rooms; a fire pump room; two trash collections rooms with compactors and an additional trash collection room; a vehicular entry-exit and internal drive area; and an east and a west care area, each containing a lobby area, two stairways, two elevators, and an electrical room.
First Floor (lobby level)	The main lobby, with a reception area; a fire security control room, administration offices; a package/mail room; a "public" off-lobby men's and women's rest rooms; a guest apartment with living room/kitchenette, a bedroom, and a full bath; a recreation/exercise complex containing an exercise room, a janitor's closet, and a separate men's and women's locker rooms, each with a steam shower, a sauna, and a rest room and shower; a board room; a meeting room, one pantry, a service bar and a storage room; a laundry room; a "social" area consisting of a social room and a TV room with a large sitting area; a maintenance area containing a maintenance office, a restroom, a breakroom, a janitor's closet, three mechanical rooms, and a maintenance room, another large storage/maintenance room; a vehicular entryway ramp leading to upper floors; two residents' storage rooms containing 66 separate dry walled storage spaces on the east side; a storage area on the west side with four large dry walled units and an east and a west core area containing the same core features as are on the Lower Level.
Second Floor	54 parking spaces; an interior two way drive/ramp system that circles the entire floor; a room with 23 separate fenced resident storage areas; and an east and west core area containing the same features as are located on the lobby level.
Third Floor	Similar interior drive ramps and drive areas as are on the second floor; 63 one-car parking spaces; and the same east and west core area features as are on the second floor.

Fourth Floor	The same as the third floor.
Fifth Floor	Because of the design of the condominium tower, the fifth floor has a slightly different template than floors 6 through 25. The fifth floor has four units, with two located on the west end of the floor, served by an access corridor in the west core consisting of two elevators and stairways, and electrical room and a trash closet, and two located on the east end of the floor served by an access corridor in the east core, consisting of the same rooms and features as are located in the west core. The air conditioning equipment serving these units is accessible only from the elevator lobbies. Each of the Units on the fifth floor has access to a private garden terrace. All the fifth floor Units also have approximate 10-foot high ceilings.
Sixth through 21st Floors (excluding the 13th floor, as there is none)	Each of these floors contains five, six or seven Units, depending on the size of the Units. Each side of the building is served by a core area consisting of two elevators, two stairways, an electrical room, a trash room and an elevator lobby. Air conditioning equipment for most of the Units are located in rooms adjacent to each Unit accessible from the elevator lobby. Each of the Units on these floors has approximate nine-foot high ceilings.
22nd through 25th Floors	The overall floor plate for these floors is identical to floors 6 through 21. However, each of floors 22, 23, 24, and 25 contains four Units. These Units have approximate ten-foot high ceilings. The east and west core areas are identical to those described above for floors 6 through 21, except that there is not a shared elevator lobby on the west side of floor 25.
26th and 27th Floors	There are a total of three Units located on the west side of the 26th and 27th floors and two Units located on the east side of the 26th floor. The Units are served by limited common elements.

ATTACHMENT 4

DECLARATION OF CONDOMINIUM
MIRANOVA CONDOMINIUM

UNIT INFORMATION

Unit Designation	Unit Type	Floor Location	Rooms	Gross Interior Sq. Ft.	Votes	Undivided Interest
515	T-1	5	11	3,355	1	1.2964
505	T-2	5	12	2,741	1	1.0591
510	T-3	5	1	3,657	1	1.4131
530	T-5	5	1	3,296	1	1.2736
625	A	6	12	2,440	1	0.9428
615	B west	6	9	1,413	1	0.5460
605	C west	6	1	1,887	1	0.7291
610	C east	6	12	1,875	1	0.7245
620	B east	6	10	1,471	1	0.5684
630	D	6	9	1,423	1	0.5499
640	E	6	9	1,700	1	0.6570
725	A	7	12	2,440	1	0.9428
715	B west	7	9	1,413	1	0.5460
705	C west	7	1	1,887	1	0.7291
710	C east	7	12	1,875	1	0.7245
720	B east	7	1	1,471	1	0.5684
730	D	7	9	1,423	1	0.5499
740	E	7	9	1,700	1	0.6570
825	F	8	12	3,300	2	1.2751
805	G	8	1	2,440	1	0.9428
810	C east	8	1	1,875	1	0.7245
820	B east	8	1	1,471	1	0.5684
830	D	8	9	1,423	1	0.5499
840	E	8	9	1,700	1	0.6570
925	A	9	1	2,440	1	0.9428
915	B west	9	1	1,413	1	0.5460
905	C west	9	1	1,887	1	0.7291

Unit Designation	Unit Type	Floor Location	Rooms	Gross Interior Sq. Ft.	Votes	Undivided Interest
910	C east	9	12	1,875	1	0.7245
920	B east	9	10	1,471	1	0.5684
930	L	9	7	937	1	0.3621
940	E +	9	1	2,186	1	0.8447
1025	A	10	1	2,440	1	0.9428
1015	B west	10	1	1,413	1	0.5460
1005	C west	10	1	1,887	1	0.7291
1010	C east	10	12	1,875	1	0.7245
1020	B east	10	1	1,471	1	0.5684
1030	L	10	1	937	1	0.3621
1040	E +	10	1	2,186	1	0.8447
1125	A	11	12	2,440	1	0.9428
1115	B west	11	9	1,413	1	0.5460
1105	C west	11	1	1,887	1	0.7291
1110	C east	11	11	1,875	1	0.7245
1120	B east	11	10	1,471	1	0.5684
1130	L	11	1	937	1	0.3621
1140	E +	11	1	2,186	1	0.8447
1225	F	12	12	3,300	2	1.2751
1205	G	12	13	2,440	1	0.9428
1210	C east	12	12	1,875	1	0.7245
1220	B east	12	1	1,471	1	0.5684
1230	D	12	1	1,423	1	0.5499
1240	E	12	9	1,700	1	0.6570
1425	A	14	1	2,474	1	0.9560
1415	B west	14	1	1,413	1	0.5460
1405	C west	14	10	1,887	1	0.7291
1410	C east	14	12	1,875	1	0.7245
1420	J	14	1	2,021	1	0.7809
1430	K	14	12	2,573	2	0.9942
1525	A	15	1	2,440	1	0.9428
1515	B west	15	8	1,413	1	0.5460
1505	C west	15	12	1,887	1	0.7291

1510	C east	15	12	1,875	1	0.7245
Unit Designation	Unit Type	Floor Location	Rooms	Gross Interior Sq. Ft.	Votes	Undivided Interest
1520	J	15	1	2,021	1	0.7809
1530	K	15	12	2,573	2	0.9942
1625	F	16	1	3,300	2	1.2751
1605	G	16	1	2,440	1	0.9428
1610	C east	16	12	1,875	1	0.7245
1620	J	16	1	2,021	1	0.7809
1630	K	16	12	2,573	2	0.9942
1725	F	17	1	3,300	2	1.2751
1705	G	17	13	2,440	1	0.9428
1710	C east	17	12	1,875	1	0.7245
1720	B east	17	1	1,471	1	0.5684
1730	D	17	2	2846	2	1.0998
1740	M	17	1	1,700	1	0.6570
1825	F	18	1	3,300	2	1.2751
1805	G	18	1	2,440	1	0.9428
1810	C east	18	12	1,875	1	0.7245
1820	B east	18	1	1,471	1	0.5684
1840	M	18	1	1,700	1	0.6570
1925	F	19	1	3,300	2	1.2751
1905	G	19	1	2,440	1	0.9428
1910	C east	19	1	1,875	1	0.7245
1920	B east	19	10	1,471	1	0.5684
1930	D	19	1	1,423	1	0.5499
1940	M	19	1	1,700	1	0.6570
2025	A	20	12	2,440	1	0.9428
2015	B west	20	9	1,413	1	0.5460
2005	C west	20	1	1,887	1	0.7291
2010	C east	20	12	1,865	1	0.7206
2020	B east	20	10	1,471	1	0.5684
2030	D	20	1	1,423	1	0.5499
2040	M	20	1	1,700	1	0.6570
2125	F	21	1	3,290	2	1.2713

2105	G	21	1	2,430	1	0.9390
Unit Designation	Unit Type	Floor Location	Rooms	Gross Interior Sq. Ft.	Votes	Undivided Interest
2110	C east	21	1	1,865	1	0.7206
2120	B east	21	10	1,471	1	0.5684
2130	D	21	1	1,413	1	0.5460
2140	M	21	1	1,700	1	0.6570
2225	PW	22	1	4,031	2	1.5576
2200	PC	22	1	3,736	2	1.4436
2220	PU	22	1	1,453	1	0.5614
2230	PE	22	1	3,045	2	1.1766
2325	PW	23	1	4,031	2	1.5576
2300	PC	23	1	3,736	2	1.4436
2320	PP	23	1	1,771	1	0.6843
2330	PCV	23	1	2,727	2	1.0537
2425	PW	24	1	4,031	2	1.5576
2400	PC	24	1	3,736	2	1.4436
2420	PP	24	1	1,771	1	0.6843
2430	PCV	24	1	2,727	2	1.0537
2505	P 2505	25	1	2,095	1	0.8207
2510	PS/PE	25	2	6,182	4	2.3888
2515	P 2515	25	1	1,987	1	0.8339
2525	P 2525	25	1	2,017	1	0.7917
2600	P 2600	26	1	2,872	1	1.1913
2605	P 2605	26	2	4,303	1	1.8439
2610	P 2610	26	1	1,537	1	0.7087
2620	P 2620	26	1	1,276	1	0.5031
2700	P 2700	27	1	2,098	1	0.8996
TOTAL				257,562		100.0000%
	* Room count does not include closets, but includes					
	foyer, laundry and storage room.					

(1) The total gross interior square footage shown does not include the square footage for the new limited common elements appurtenant to the New Units totaling 1,233 gross interior square feet. However, for purposes of calculating undivided interest, the total gross interior square footage of all Units in Miranova Condominium does include the square footage of the new limited common elements and was deemed to be 258,795 gross interior square feet.

(2) The undivided interests for the New Units were reallocated so that the total undivided interest of the five New Units equals the total undivided interest of the two Old Units.

ATTACHMENT 5

BUILDING TEMPLATE – RESIDENTIAL FLOORS
DECLARATION OF CONDOMINIUM
MIRANOVA CONDOMINIUM

See Attachment 5 of Declaration recorded at Franklin County Records Instrument No. 200009050177931, on September 5, 2000.
See Exhibit C of the First Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 200012190255559, on December 19, 2000.

See the Correction to First Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 200102010020942, on February 1, 2001.

See Exhibit C of the Second Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 200103260059810, on March 26, 2001.

ATTACHMENT 6

DECLARATION OF CONDOMINIUM
MIRANOVA CONDOMINIUM

UNIT TYPE DESCRIPTIONS

Unit Type	Information

A

A residential unit located on part of a single floor on the west end of the building, having a living room/dining room, 3 bedrooms, an eat-in kitchen, and 2 ½ baths. There are eight of these units and each contains approximately 2,440 interior square feet.

B west

An interior residential unit, located on part of a single floor, having a combination living room/dining room, efficient kitchen, two bedrooms, and 2 baths. There are eight of these units and each contains 1,413 interior square feet.

B east

An interior residential unit located on part of a single floor, which contains a living/dining combination, efficiency kitchen, 2 bedrooms, and 2 baths. There are twelve of these units and they contain 1,471 interior square feet.

C west

A residential unit located in the center of the building with northern and southern glass exposures, located on part of a single floor. The unit contains a combination living/dining room, efficiency kitchen, 3 bedrooms, and 2 ½ baths. There are eight of these units and they contain 1,887 interior square feet.

C east

A center residential unit located on part of a single floor, having a combination living/dining room, efficiency kitchen, 3 bedrooms, and 2 ½ baths, with northern and southern glass exposures. There are fifteen of these units and they contain approximately 1,875 interior square feet.

D

An interior residential unit located on part of a single floor, having a combination living/dining room, efficiency kitchen, 2 bedrooms, and 2 baths. There are eight of

UNIT TYPE DESCRIPTIONS

these units and they contain approximately 1,423 interior square feet and one containing approximately 2,846 interior square feet.

E

An east and residential unit located on part of a single floor having a combination living/dining room, entry gallery, kitchen with eating space, 2 bedrooms, and 2 baths. There are four of these units and they contain 1,700 interior square feet.

E+

An east end residential unit located on part of a single floor, having a combination living/dining room, entry gallery, large kitchen with casual living area, 2 bedrooms, and 2 ½ baths. There are three of these units and they contain 2,186 interior square feet.

F

A west end residential unit located on part of a single floor, having two living areas, dining room, central kitchen, 3 bedrooms, and 2 baths. There are seven of these units and they contain 3,300 interior square feet.

G

A central interior residential unit located on part of a single floor having northern and southern glass exposures, a formal living room, dining room, and informal living area; a kitchen with breakfast room; 3 bedrooms, and 2 ½ baths. There are seven of these units and they contain 2,440 interior square feet.

J

An interior residential unit located on a single floor, which contains a large living room/dining room combination, an open kitchen, 2 bedrooms, and 2 ½ baths. There are three of these units and each contains 2,021 interior square feet.

K

An east end residential unit located on part of a single floor, containing an entry gallery, formal living and dining areas, informal living/dining areas, an open

kitchen, 3 bedrooms, and 2 ½ baths. There are three of these units and they contain 2,573 interior square feet.

UNIT TYPE DESCRIPTIONS

L
An interior residential unit located on part of a single floor, having a combination living/dining room, efficiency kitchen, 1 bedroom, and 1 bath. There are three of these units and they contain 937 interior square feet.

M
An east end residential unit located on part of a single floor, having a combination living/dining room, efficiency kitchen, 1 bedroom, and 1 bath. There are three of these units and they contain 937 interior square feet.

Terrace
Four residential units located on part of a single floor, having custom layouts, and northern and southern glass exposures.

Type T-1 is a custom unit on a single floor. It contains an entry gallery, living room, dining room, a den, a kitchen, 2 bedrooms, and 2 ½ baths. There is one of these units and it contains 3,355 square feet.

Type T-2 is a custom unit on a single floor with a central octagonal entry hall, a family room, kitchen and hearth room, a study, an office, a bedroom, and 2 ½ baths. There is one of these units and it contains 2,741 square feet.

Type T-3 is a custom unit on a single floor with a living/dining room, study, kitchen, sunroom, 2 bedrooms, one with sitting room, and 2 ½ baths. It contains 3,657 interior square feet.

Type T-5 is a custom unit on a single floor, which contains a formal living/dining room, an informal living room, a kitchen, 2 bedrooms, an office, 2 ½ bath. There is one of these units and it contains 3,296 square feet.

Penthouses
Each is a residential unit on the penthouse floors, floors 22 through 25, and consists of the following:

Penthouse West (PW)

This is a west end large unit on a single floor, which contains a living room, dining room, kitchen, media room/library, 3 bedrooms and 2 ½ baths. There are three of these units and they contain 4,031 square feet

UNIT TYPE DESCRIPTIONS

Penthouse Center (PC)
This is a center large custom unit on a single floor, which contains a formal living room, an informal living room, a dining room, a kitchen with breakfast room, a library, 2 bedrooms, 2 full baths and 2 half bath. There are three of these units and they contain 3,736 square feet.

Penthouse Uptown (PU)
This is a custom unit on a single floor, which contains a living/dining room, open kitchen, a bedroom and 1 ½ baths. There is one of these units and it contains 1,453 interior square feet.

Penthouse East (PE)
This is an east end, custom unit on a single floor, which contains an entry gallery, a living room, a dining room, a sitting room, a library, a kitchen, 2 bedrooms, one with sitting room, and 2 ½ baths. There are two of these units; unit 2230 contains 3,045 square feet, but unit 2510 contains 6,182 square feet because of the increased size of the stairs.

Penthouse Parkview (PP)
This is a center custom unit on a single floor, which contains a living/dining room, a sitting room, a kitchen, 2 bedrooms, and 2 ½ baths. There are two of these units and they contain 1,771 square feet.

Penthouse Cityview (PCV)
This is an east end custom unit on a single floor, which contains an entry gallery, a living room, a singing room, a library, a sitting room, 2 bedrooms, and 2 ½ baths. There are two of these units and they contain 2,727 square feet.

Penthouse Skyline (PS)
This is a custom unit on a single floor, which contains a living room, a sitting room, a dining room, a kitchen and breakfast room, 2 bedrooms, and 2 ½ baths. There is one of these units and it contains 3,165 square feet.

P 2525
This is a custom unit on a single floor which contains 2,017 square feet.

UNIT TYPE DESCRIPTIONS

P2515
This is a custom unit on a single floor which contains 1,987 square feet.

P2505
This is a custom unit on a single floor which contains 2,095 square feet.

P 2600
This unit is on one floor and contains 2,872 square feet which is shell space.

P 2605
This unit is on two floors and contains 4,303 square feet which is shell space.

P 2610
This is a custom unit on a single floor which contains 1,537 square feet. It consists of a lounge, a dining room, a kitchen, 2 bedrooms and 2 baths.

P 2620
This unit is on one floor and contains 1,276 square feet which is shell space.

P2700
This unit is on one floor and contains 2,098 square feet which is shell space.

*Descriptions do not include laundry or storage rooms.

BYLAWS

(CODE OF REGULATIONS)

OF

MIRANOVA

CONDOMINIUM ASSOCIATION

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BYLAWS

OF

MIRANOVA CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of 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 second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

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

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five 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 specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon.

Section 5. Conduct of Meetings. All meetings of the members shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall

constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Voting Rights. The Owner or Owners of a Unit shall have the voting power with respect to that or those Owners' Unit that is set forth in the Declaration, or attachments thereto. The vote or votes with respect to any Unit shall be exercisable only by the fee simple Owner or Owners thereof, or that Owner or those Owners' proxy, provided that the vote or votes with respect to a Unit may not be divided, but shall be cast as the co-Owners agree, provided, further, that unless timely challenged by an Owner of a fee simple interest in a Unit for which a vote or votes are being cast, any co-Owner of a fee simple interest in that Unit may cast the entire vote or votes with respect to that Unit. The Board, from time to time, may suspend the right of a member to vote with respect to his, her, or its Unit for failure to pay assessments when due, or for failure to observe other of the terms hereof, the Declaration, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.

Section 8. Voting Power. Except as otherwise provided in the Condominium 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 Documents or by law.

Section 9. Voting Methods.

a. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy, but in regards to the election of the Board, Unit Owners may vote by absentee ballot as hereinafter provided. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a

writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

b. Absentee Ballots. For the election of members to the Board, the following procedure shall be used:

i. Notice shall be sent out, not less than sixty (60) days before the scheduled election. The notice shall explain the qualification for serving on the Board, the number of positions up for election and their respective terms.

ii. Any unit owner desiring to be a candidate must give written notice to the Board not less than forty (40) days before the scheduled election and, if desired, include an information sheet regarding his candidacy, no larger than 8 ½ by 11 inches.

iii. Absentee ballots, with dual return envelopes and information sheets, if any, submitted by the candidates, will then be distributed with the notice of the meeting. The absentee ballots shall list the number of Board positions up for election and their respective terms. The absentee ballots shall also list the names of all of the proposed candidates and provide space for write-in candidates. Each absentee ballot shall be marked with the number of votes allocated to the units in accordance with Attachment 4 of the Declaration. The outside envelope shall be signed by the Unit Owner(s) and used as record of receipt of the Unit Owner's ballot as well as to determine quorum.

iv. Absentee ballots must be returned, within the dual envelopes, on or before the date of said meeting and the inner envelope shall be opened only by the inspectors of election and counted with the votes cast at the meeting.

v. Ballots received subsequent to said meeting shall be held invalid.

Section 10. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy-five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. Successor Directors. No later than the time that Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit Owners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) thirty (30) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners, including the Declarant shall elect six Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any

such event the terms of not less than one-fifth of the Directors shall expire annually. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected 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. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director, the prospect must be an individual who is a Unit Owner or a designated officer of an entity that is a Unit Owner, or the spouse of a Unit Owner, and such Unit Owner must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties. That notwithstanding, no one (1) Unit may be represented by more than one person on the Board at any one (1) time.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in it's discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly. In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined

by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

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

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium 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 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. provide various services to Unit Owners and Occupants, as described in the Declaration;

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

g. adopt and publish rules and regulations governing the use of the

Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;

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

i. 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

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

k. cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

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

m. do all things and take all actions permitted to be taken by the Association by law, or the Condominium Documents not specifically reserved thereby to others.

n. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

i. Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines

are necessary or desirable in the management and/or operating of the Condominium Property and the Association;

ii. 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;

iii. Grant easements, leases, licenses, and concessions through or over the Common Elements;

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

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. cause an annual budget to be prepared;

d. as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

e. 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;

f. procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

g. cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

h. cause the restrictions created by the Declaration to be enforced; and

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

Section 15. Delegation of Authority; Management; Contracts. 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 cause and without penalty, on not less than 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, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of 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.

Section 16. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association and (2) such Board member or officer acted in good faith in what he/she reasonable believed to be in, or not opposed to, the best interest of the Association; and (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chose by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

a. Advance of Expenses. Funds to cover expenses, including attorney's fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the association prior to the final disposition thereof upon receipt of a request to repay such amounts.

b. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules

and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(e) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

c. Indemnification by Unit Owners. The Board members and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify, defend and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Unit Owner).

d. Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a common expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of the contract made by any Board member of officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owner's as Members of the Association.

ARTICLE V

OFFICERS

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

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

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

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

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

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

b. Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners,

serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

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

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than one hundred twenty (120) days following the end of such fiscal year), in the following circumstances:

a. 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

b. to each holder, insurer, or guarantor of a first mortgage upon a Unit who requests the same, in writing, provided the audit if an audited statement is not already available, shall be prepared at the expense of such requesting party.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the

approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Franklin County Recorder.