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AUDITOR
FRANKLIN COUNTY, OHIO

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

PARKS EDGE CONDOMINIUM

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 254 PAGE 024-041

PLAT# 201612090169922

CERTIFICATE OF AUDITOR

Dec. 9, 2016

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

Clarence E Mingo II
Franklin County Auditor

Michael Dotson
Deputy Auditor

This instrument prepared by Janice Gresko, Nationwide Realty Investors, Ltd., 375 N. Front Street, Suite 200, Columbus, Ohio 43215.

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DECLARATION

This is the Declaration of the Parks Edge Condominium made on or as of the 29th day of November, 2016 pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. 245 Parks Edge Place, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of the real property hereinafter described as being submitted hereby to the provisions of the Condominium Act and the improvements thereon and appurtenances thereto.

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

Definitions

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

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

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

3. "Assessments" mean all charges, of whatever nature, levied by the Association against a Unit and its Owners, and includes:

(a) "Operating Assessments;"

(b) "Special Assessments for Capital Improvements;" and

(c) "Special Individual Unit Assessments," each of which is hereinafter defined in this Declaration.

4. "Association" and "Parks Edge Condominium Home Owners Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.

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

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

7. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units and, unless expressly stated otherwise, includes Limited Common Elements.

8. "Condominium" and the "Parks Edge Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

10. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, the condominium development disclosure statement provided pursuant to the provisions of the Condominium Act, and, as provided therein, "any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit".

11. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration, as the same may be amended from time to time.

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

13. "Convertible Unit" means a residential unit initially consisting primarily of an entire floor or floors or of a significant portion of a floor and identified herein as a Convertible Unit and that may be converted into one or more Units and/or Common Elements, including Limited Common Elements.

14. "Declarant" means 245 Parks Edge Place, LLC, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant, or any successor Declarant, as successors and assigns of such rights.

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

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

17. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof has accompanied the filing of this Declaration for record and will be separately filed from this Declaration by the appropriate public authorities.

18. "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.

19. "Garage Condominium" and "Arena District Garage Condominium", mean that certain commercial condominium located or to be located north of the Condominium Property and containing approximately [three hundred twenty-two (322) condominium parking units (each, a "Parking Unit"), and one (1) recreational unit consisting of a rooftop swimming pool and related amenities (the "Recreational Unit") and located on the adjacent approximately 0.607 acre parcel of real property.

20. "Garage Condominium Association" means Arena District Garage Condominium Association, a corporation not-for-profit and is the same as the association created for the Garage Condominium pursuant to the provisions of the Condominium Act.

21. "Garage Condominium Declaration" means that certain Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Arena District Garage Condominium, dated as of November 29, 2016, and recorded as Instrument Number 201612090169859 in the Franklin County Recorder's Office, as the same may be amended from time to time.

22. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board.

23. "Master Association" means the Arena District Owners Association, Inc. an Ohio non-profit corporation, whose members are all of the owners of lots in the Arena District Subdivision I, an area bounded on the north by Nationwide Boulevard, the east by John H. McConnell Boulevard, the south by Spring Street, and the west by Neil Avenue, in Columbus, Ohio, as the same may be expanded from time to time.

24. "Master Declaration" means the Declaration of Covenants, Restrictions and Easements for Arena District Subdivision I, dated as of December 12, 2003, and recorded as Instrument Number 200312260403449 in the Franklin County Recorder's Office, as the same may be amended from time to time.

25. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that Person is a Unit Owner.

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

27. "Swim Club Association" means Arena District Swim Club Association, an Ohio non-profit corporation, whose members are all members of this Condominium and .

28. "Swim Club Declaration" means the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Arena District Swim Club Area, dated as of ~~November~~ Dec. 8, 2016, and recorded as Instrument No. 201612090169630 in the Franklin County Recorder's Office, and all amendments thereto.

29. "Unit" and "Units" means that portion or portions of the Condominium Property consisting of a residential dwelling unit or units in this Declaration, including without limitation a Convertible Unit, and designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" under the provisions of the Condominium Act.

30. "Unit Owner" and "Unit Owners" or "Owner" and "Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the property described in this Declaration and/or exhibits hereto as the "Condominium Property" under and pursuant to the provisions of the Condominium Act:

ARTICLE I
THE LAND

*201612090169863

A legal description of the parcel of real property constituting a part of the Condominium Property, located in the City of Columbus, Franklin County, Ohio, and consisting of approximately 0.665 acre, is attached to this Declaration marked "Exhibit A" and made a part of this Declaration by this reference. One twelve-story building is situated on the Condominium Property. The Condominium Property includes, among other things, the rights to ingress and egress and is subject to and benefited by certain agreements, including the following (a) an Easement Agreement, dated as of December 8, 2016, and filed as Instrument Number * in the Franklin County Recorder's Office, from Arena District Garage Condominium Association to Declarant granting aerial easements for Common Elements located on portions of the real property on which the Garage Condominium is located; (b) the Garage Condominium Declaration; and (c) the Swim Club Declaration creating and granting to each Unit Owner membership within the Swim Club Association. The interests of a holder of a mortgage or mortgages of a Unit in the Condominium are hereby subordinate to this Declaration and all of the foregoing instruments.

ARTICLE II
NAME

The name by which the Condominium shall be known is the "Parks Edge Condominium".

ARTICLE III
PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to 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 the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

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

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and, subject to this Declaration, the right to levy enforcement charges against persons who do not clean up after their pets in accordance with rules of the Association, the Master Association and/or the City of Columbus ordinances. There may not be more than two (2) domestic animals per Unit and the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants. Domestic animals shall be defined as domestic breeds of dogs, cats, birds, and fish. In addition, any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, or determined to be "dangerous" or "vicious" pursuant to the provisions of the Columbus City Code, or prohibited by any federal, state, or local law, regulation, or ordinance, is specifically prohibited.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee during construction of the Condominium Property, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. 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. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit. In addition, without limiting the foregoing, the exterior of the Condominium Property shall not be changed, modified or otherwise altered without the prior written approval of the Master Association, in accordance with the terms of the Master Declaration.

(c) 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. 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 and the Common Elements shall be subject to the provisions of the Condominium Organizational Documents and to such rules and regulations as may from time to time be promulgated by the Board.

(d) 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. The Condominium Property is subject to an easement granted to Columbia Gas of Ohio, Inc. recorded as Instrument No. 201612080168609, in the Franklin County Recorder's Office, as the same may be amended from time to time. Certain of the improvements comprising the Common Elements are located within this easement area and the Association may be responsible for the removal and/or replacement of such improvements in the event that Columbia Gas of Ohio, Inc. requires access to the easement area.

(e) 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 of the Condominium Organizational Documents and the rules and regulations adopted by the Board. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with such 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, instrument 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 Organizational Documents and all effective rules and regulations.

(f) 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. 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 the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(g) Master Association. The Condominium Property is located within Arena District Subdivision I (the "Subdivision") and is governed by the Master Association. The members of the Subdivision include the Unit Owners and all of the owners of lots in the land bounded on the north by Nationwide Boulevard, on the east by John H. McConnell Boulevard, on the south by Spring Street, and on the west by Neil Avenue, and the owners of such other properties who may from time to time be made part of the Subdivision. The Master Association's functions will be to own and/or have easements on and repair, maintain and regulate the use of various areas and facilities now or hereafter developed in the Subdivision, including, but not limited to, green, landscaped, and open areas, private streets, and vehicular and pedestrian entryways. Pursuant to the provisions of the Master Association's Code of Regulations, voting rights of condominium unit owners (including but not limited to the Owners of Units in this Condominium) in the Master Association will be exercised by the Parks Edge Association. The voting power of Unit Owners, as is the share of costs to be borne by each Unit will be based on each Unit owner's undivided interest in the Condominium.

(h) Garage Condominium Association. No on-site parking will be available within the Condominium Property. However, each Unit Owner will also own the entire "fee simple" interest in at least one unenclosed parking space that is part of the Garage Condominium and will be a member of the Garage Condominium Association. Such parking space is to be used solely for parking and limited storage purposes and is called a "Parking Unit". In addition, a Unit purchaser shall have the right, subject to availability, to purchase the fee simple interest in additional unenclosed Parking Unit(s) in the Garage Condominium.

(i) Floor Load Limitation. The floor load limitation for each Unit is forty (40) pounds per each square foot of space.

(j) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, or amendments thereto, and shall be used only for the purposes intended and subject to the other provisions of the Condominium Organizational Documents and the rules and regulations adopted by the Board.

(k) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements 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, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

(l) Reallocations. Except as provided in this Declaration, including in the case of the conversion of a Convertible Unit, boundaries between Units and/or appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated, without the express prior written consent of the Board, which it may exercise in its reasonable discretion. Notwithstanding the foregoing, rights to the exclusive use of Limited Common Element storage areas may be reallocated and reassigned by the Owner or Owners of the Unit or Units to which those rights are appurtenant pursuant to and in accordance with the provisions of Section 5311.032(A) of the Condominium Act. The Drawings need not be amended to show any such reallocation.

(m) 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, or (iii) rental to Persons on any online marketplace, homestay or similar network that enables people to list or rent short-term lodging in residential properties. No lease (except for leases entered into by Declarant) may be of less than an entire Unit or for a term of less than six (6) months. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease, the Unit Owner shall notify the Board, in writing, of the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. Except for the term, all of the foregoing terms and conditions shall apply to leases of Units by the Declarant.

(n) Replacements. A building erected to replace an existing building shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. The exterior appearance of the building shall be subject to the approval of the Master Association in accordance with the Master Declaration.

(o) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically herein 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 of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Owners of each Unit prior to the time when the same shall become effective.

(p) Signs; Commercial Devices. No sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the Condominium Property or on anything on the Condominium Property, except: (i) in or on the interior Common Elements, signs regarding and regulating the use of the interior Common Elements, provided they are approved by the Board; (ii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units shall be permitted; and (iii) such other signs on or in the Common Elements as may be approved by the Board from time to time. If these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in sub item (i), above, shall be permitted after Declarant's period of sales and rental of Units.

(q) Sound Transmission. A Unit Owner who desires to install any hard-surface floor covering (e.g., marble, slate, ceramic tile, wood) shall also install a sound absorbent underlayment beneath it, if applicable, as determined by the Board in its reasonable discretion. In the event said absorption underlayment is required by the Board, the types of materials required may include padding or a resilient sound absorbing underlayment of fiber board, cork or other acceptable material, in accordance with the rules and regulations promulgated by the Association, as amended from time to time. The Unit Owner shall obtain written approval of the Board prior to any such installation. If the installation is made without such prior written approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the offending Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. Each Unit Owner, by acceptance of a deed or other conveyance of that Owner's Unit, hereby acknowledges and agrees that sound and impact noise transmission in an urban development and in a building such as within the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portion of the Condominium Property, and each Unit Owner hereby waives and expressly releases, to the extent not prohibited by applicable law, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

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

(s) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a 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;

(ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the Condominium,

or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes, and

(iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(t) Temperature Control and Humidity Mitigation. All Unit Owners, whether or not occupying the Unit, shall periodically run the heating, ventilation, air conditioning system to maintain the Unit at a reasonable temperature, whether or not occupied, to minimize humidity in the Unit. In the event that the Board reasonably believes that the provisions of this Article III, Section 2(t) are not being complied with, then, the Board shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the heating, ventilation air conditioning system in an effort to cause the temperature of the Unit to be maintained at a reasonable temperature (with all utility consumption costs to be paid and assumed by the Unit Owner).

(u) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting 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 the Board, in its reasonable discretion, deems appropriate.

(v) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows 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.

(w) Registered Sex Offenders. No Person may reside in or occupy a Unit if such Person is:

(i) adjudicated, classified, labeled, or otherwise designated under any applicable section of the Revised Code of Ohio, as amended from time to time, as a "Sex Offender", "Tier I Sex Offender/Child Victim Offender", "Tier 2 Sex Offender/Child Victim Offender", "Tier III Sex Offender/Child Victim Offender", "Sexual Predator", "Habitual Sex Offender", "Child-Victim Offender", and/or "Child-Victim Predator", (or any replacement or substitute term or variation therefrom resulting from any amendment to applicable portions of the Revised Code of Ohio);

(ii) required to be registered under the State of Ohio's Sex Offender Registration and Notification Laws; and/or

(iii) required by applicable laws to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offender Registration and Notification law or similar law from another jurisdiction.

ARTICLE IV
IMPROVEMENT DESCRIPTIONS

Section 1. Initial Building. The Condominium Property includes a twelve-story building containing Units and Common Elements (the "Initial Building") and an elevated walkway connecting the Initial Building to the adjacent Garage Condominium (which Garage Condominium is not a part of the Condominium Property), and all appurtenances thereto.

Section 2. Initial Building Composition. The Initial Building presently contains ten (10) Convertible Units and two (2) Units, each of which, together with its undivided interest in the Common Elements (discussed later) constitutes a separate independent parcel of real estate and each of which we refer to herein collectively as "a Unit;" provided however, that the Initial Building may eventually consist of as many as sixty three (63) Units in the event all of the Convertible Units are converted into the maximum number of anticipated Units. The Units in the Initial Building consist of two (2) flat style Units and ten (10) Convertible Units that may be subdivided into additional Units, Common Elements and Limited Common Elements, and the various appurtenances thereto. More specifically, each floor consists of the following:

(a) First Floor Level. The exterior of the first floor level includes a terrace on the southeast side of the Initial Building as well as vehicular access to the trash room located on the first floor of the Initial Building. The interior of the first floor consists of the first story level of a two-story Convertible Unit and Common Elements. As of the date of recording of this Declaration, construction of these Common Elements has commenced but is not yet completed. Upon completion, these Common Elements will include two pedestrian entryways on the north side of the Initial Building. The northeast entrance will lead to the main atrium area, a condominium management office and a resident social room (which will provide access to the exterior terrace) while the northwest entrance will lead to a common corridor within the Initial Building that is adjacent to the trash room. The interior first floor will also include as Common Elements, a fitness room, separate men's and women's restrooms, a mail room, a catering kitchen, a package storage area, a break room for employees of the condominium management company, a mechanical/electrical/water room, and a fire command room. The first floor will also include as Common Elements, one stairwell that will serve only the second floor mezzanine area as described later, and two stairwells and two elevators that will serve all the upper floors of the Initial Building. In addition, the first floor of the Initial Building will have one pedestrian entryway to the Initial Building from the north side of the exterior terrace and one pedestrian entryway to the Initial Building from the west side of the exterior terrace. The first floor of the Initial Building shall include as Limited Common Elements up to twenty-four (24) storage areas.

(b) Second Level. The interior of the second level will have the second story level of the two-story Convertible Unit referenced above and Common Elements. These Common Elements, which as of the date of recording of this Declaration, have been commenced but are not yet completed, will include a small mezzanine area which is open to the lobby below as well as the elevated walkway that will connect the adjacent Garage Condominium with the Initial Building providing pedestrian access on the north side of the Initial Building to the mezzanine area. The second floor will also include as Common Elements, a guest suite (which will include a bedroom and bathroom) and a meeting room which will be located off of the mezzanine. The second floor of the Initial Building shall include as Limited Common Elements up to thirty-five (35) storage areas

(c) Third through Sixth Floor Levels. The third through sixth floor levels each consist of one Convertible Unit, in each case being one floor. Each of these floors also includes two common stairways, two elevators, a trash room and an electrical/mechanical room as Common Elements.

(d) Seventh Floor Level. The seventh floor level consists of one flat style Unit and one Convertible Unit. This floor also includes two common stairways, a common corridor, two elevators, a trash room and an electrical/mechanical room as Common Elements.

(e) Eighth through Eleventh Floor Levels. The eighth through eleventh floor levels each consist of one Convertible Unit, in each case being one floor. Each of these floors also includes two common stairways, two elevators, a trash room and an electrical/mechanical room as Common Elements.

(f) Twelfth Floor Level. The twelfth floor level consists of one flat style Unit. This floor also includes a trash room, electrical/mechanical room, two stairways and two elevators as Common Elements.

The Initial Building frame is cast-in-place post tension frame construction and the Initial Building exterior will consist of aluminum and insulated glass window systems with elements of limestone and painted aluminum panels. The balcony rail is an aluminum glass system. The roof is a single ply membrane system. Other materials include metal studs and drywall. The Initial Building is located as shown on the Drawings.

Section 3. Total Units. Initially, there are ten Convertible Units and two Units, for a total of twelve Units, as part of the Condominium; provided that the Convertible Units may be converted into additional Units as described herein.

ARTICLE V
UNITS

Section 1. Unit Designations. The legal Unit designation for the Convertible Unit located on the first and second floor of the Initial Building is the street number of such Unit a dash (-) and a three digit number. All other Units are designated by the street number of the Initial Building, a dash (-) and a three digit number assigned by Declarant to that Unit, the first digit of which is the floor on which the Unit is located (all of which constitutes the Unit's "Unit" designation). An example of a Unit designation for a Unit located on the fourth (4^{th}) floor of the Initial Building is "250-401." The designation of each Unit is shown on the Drawings where that Unit is located. A listing of proper Unit designations is shown on the attached "Exhibit C."

Section 2. Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists, among other things, of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level of the Unit, and the unfinished interior surface of the ceiling of the highest floor of the Unit, 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 decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and the drywall, paneling and other finishing wall material;

(ii) the finished walls, ceilings and floors themselves, but not the building's supporting elements, such as but not limited to rafters and joists, above the ceiling at the Unit's highest level, the sub-flooring below the finished floors themselves at the lowest level of the Unit, and the structural walls, or structural components thereof to which the finished walls, floors and ceilings, such as but not limited to plaster, drywall, and paneling are affixed;

(iii) doors (including doors leading to a patio/balcony) and any glass elements associated with such doors, along with the frames, sashes, jambs and hardware for the doors as well as all operable windows including the frames, sashes, jambs and hardware for the operable windows;

(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 cables, furnaces, hot water heaters, 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, which serve only that Unit and are located within the Unit, as well as the Unit's air conditioning unit(s);

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

(vii) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(viii) any supporting element of the building contained in interior walls, floors and ceilings;

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

(x) exterior glass elements in the perimeter of the Unit that are not a part of any door or an operable window.

(b) Unit Types, Sizes, Locations and Components. The types and composition of each type of Unit initially a part of the Condominium are shown on the attached "Exhibit D". On "Exhibit C" is a designation of the type of each Unit and a listing of the approximate interior area of each Unit. The location, dimensions and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Common Elements, which lead directly to Spring Street and Neil Avenue, each of which are public streets, and to a permanent non-exclusive easement over Parks Edge Place, a private street, which provides vehicular access to public streets.

Section 3. Conversion of Convertible Units. All or any portion of the Convertible Unit located on the first and second floor may be converted into a maximum of nine (9) Units, and various Common Elements and Limited Common Elements, while each of the Convertible Units located on floors three through six and eight through eleven may be converted into a maximum of (6) Units, and various Common Elements and Limited Common Elements, in accordance with the provisions of this Declaration and O.R.C. Section 5311.033 of the Condominium Act. The Convertible Unit located on the seventh floor may be converted into a maximum of four (4) Units, and various Common Elements and Limited Common Elements in accordance with the provisions of this Declaration and O.R.C. Section 5311.033 of the Condominium Act To cause the conversion, the Convertible Unit Owner shall prepare and execute an amendment to the Declaration that describes the conversion together with the drawings describing the converted Units. The amendment shall specify all of the following for each converted Unit resulting from the conversion: (i) the undivided interests in the Common Elements; (ii) the Par Value; (iii) the voting powers; (iv) a Unit Designation, consistent with the Unit Designations set forth in Article V, Section 1 above; and (v) any Limited Common Elements and the converted Units to which the Limited Common Elements are appurtenant. The Par Value, undivided interest and voting power of the Convertible Unit shall be allocated to each converted Unit based on the square footage of each resulting Unit divided by the total square footage of all the resulting Units (excluding the square footage of any resulting Common Elements), rounded by the Unit Owner in its sole discretion so that at all times each Unit has a Par Value expressed in a whole number. The conversion of a Convertible Unit shall be deemed to occur at the time the amendment, including the applicable drawings, is recorded in the Franklin County Recorder's office. A Convertible Unit shall be treated as a single Unit until such time as it is converted.

ARTICLE VI
COMMON AND LIMITED COMMON ELEMENTS

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

Section 2. Limited Common Elements

(a) Description. Portions of the Common Elements are identified on the Drawings or described herein as Limited Common Elements. They consist of mailboxes, balconies, patio areas, terraces and storage areas.

(b) Identification and Assignment. Mailboxes are not identified herein or on the Drawings, but each is labeled on the mailbox with the designation of the Unit to which it is appurtenant. Balconies, patio areas and terraces are identified on the Drawings and are for the exclusive use of the Owners and Occupants of the Unit or Units it is designed or designated to serve.

(c) Effect. Subject to the right of the Owner or Owners of a Unit to reallocate the use of any one or more such Limited Common Element storage areas as provided in Section 2(l) of Article III of this Declaration, these assignments are permanent and irrevocable and vest in the Owner or Owners of the Unit to which they are so assigned, and that Unit's Occupants, the exclusive right to use such spaces for the purposes designed and intended, subject to the provisions hereof, and all rules and regulations established from time to time by the Board.

(d) Rental of Storage Areas. The Owner or Owners of a Unit to which a storage area has been or is assigned shall have the right to rent the use of the same, but only to an Occupant, for the use by the Occupant, and no other purpose, provided that before the commencement of any such rental period the renting Unit Owner or Unit Owners shall first advise the Board, in writing, the name of and Unit occupied by that Occupant.

(e) Reallocations. As provided in and in accordance with the provisions of Section 2(l) of Article III of this Declaration the Owner or Owners of a Unit shall have the right, at the expense of such Unit Owner or Owners, to reallocate the use of any one or more of the Limited Common Element storage areas to another Unit and its Owners and Occupants. Pursuant to and in accordance with the provisions of Article III, Section 2(l) and Section 5311.032(A) of the Condominium Act, Declarant desires and intends to sell and transfer the exclusive use of various of those Limited Common Element storage areas to purchasers of Units, as solely determined by it, but covenants that no such Limited Common Element storage areas shall be sold or transferred to other than the Owner or Owners of a Unit or Units or the purchaser or purchasers of a Unit or Units, subject to the provisions hereof.

Section 3. Par Values; Undivided Interests. The par value and undivided interest in the Common Elements of each Unit is shown on the attached "Exhibit C". These par values and undivided interests have been assigned on the basis of a number of factors, including size, fair value, simplicity, and the objective of minimizing differences. 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. In the case of a Convertible Unit, if such Unit is converted into more than one Unit, the resulting Units shall have a combined par value equal to the par value of the original Convertible Unit, allocated based on the square footage of each Unit converted from that Convertible Unit, divided by the total square footage of all the Units converted from that Convertible Units. Likewise, if two or more Units are combined into a single Unit or subdivided into more than two Units, the resulting Unit or Units shall have a combined par value equal to the par value or par values of the Units so combined or subdivided as the case may be, allocated based on the square footage of each of the resulting Units, divided by the total square footage of those Units combined/subdivided. The undivided interests shall be rounded by the Declarant as necessary so that undivided interests in the Condominium always equal precisely 100.0000%.

ARTICLE VII
ASSOCIATIONS

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. 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 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. The foregoing is not intended to include Persons 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. Voting rights of members are as set forth in the Bylaws.

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, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws.

Section 5. Security. The Association may, from time to time, provide measures of security on or with respect to the Condominium Property and/or its Unit Owners, Occupants, invitees and licensees. However, the Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Unit Owner and Occupant individually.

Section 6. Other Associations. Except for each of the Swim Club Association, and the Master Association, as previously discussed, there is no requirement that the Association or that any Unit Owners be members of a not-for-profit organization that provides facilities or recreation, education or social services to owners of property other than the Condominium Property.

ARTICLE VIII
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:

Corporation Service Company
50 West Broad Street, Suite 1330
Columbus, Ohio 43215

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

ARTICLE IX
MAINTENANCE AND REPAIR

Section 1. Association Responsibility.

(a) Common Elements and Limited Common Elements. 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 the Limited Common Elements and including, but not limited to, utility facilities serving more than one Unit, common hallways, walkways, drives, exterior lights, lobbies, and balcony railings, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit. Notwithstanding the foregoing, the Association will not be responsible for the cleaning and housekeeping of patios or balconies or any operable windows, doors (including any glass elements associated with such doors) or other glass elements (except for the exterior portion of the glass located on the balcony railing) located on such patios or balconies. The Association will, however, perform the periodic cleaning of the exterior of all other operable windows and exterior glass elements, including, but not limited to, the exterior portion of the glass on the balcony railing, as well as all other maintenance and repair of such glass elements that are a Common Element.

(b) Units. The Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining repairing or replacing any Unit or component thereof. However, the Association, through its Board, shall:

(i) in every instance in which maintenance, repair, or replacement of any improvements visible to the exterior of a Unit, including but not limited to operable windows, doors (including any glass elements associated with such door(s)) providing access to the Unit from the exterior (including the patio or balcony) or from a common corridor and air conditioning units, is to be made (except as provided in subparagraph (ii) of this Section), have the right and power to cause such maintenance, repair and replacement to be made by the Association, or contractors acceptable to the Board, but, to the extent the net proceeds of insurance, after deductibles, made available to it are insufficient to pay the cost thereof, at the cost and expense of the Owner or Owners of the maintained, repaired, replaced, or benefited Unit; and

(ii) have the right to have the Association maintain, clean, paint, finish, refinish, replace and/or refurbish the portions of a Unit visible to the exterior of the Unit at the Association's expense and, and thus as a common expense, as part of a general program for the maintenance and/or improvement of the Condominium as a whole, if deemed by the Board in its sole discretion to be necessary or desirable to maintain an aesthetically pleasing uniformity in appearance, or to provide public safety, or to prevent damage to or destruction of any other part of the improvements in the Condominium.

Costs, if any, incurred by the Association pursuant to the provisions of Section 1(b)(i) of this Article IX, not covered by the net proceeds of insurance maintained by the Association, whether because of deductible or otherwise, shall be paid by the Owner or Owners of the Unit maintained, repaired, replaced or benefited, in advance, if required by the Board, or if not paid, and the maintenance, repair or replacement is made, the cost shall constitute a Special individual Unit Assessment on the Unit owned by that Unit Owner or Owners and on that Unit Owner or Owners.

Section 2. Individual Responsibility. Except as otherwise provided herein, each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and improvements made by Unit Owners hereafter, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. 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 any Unit or part of any of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's 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, 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 X
UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay the local utility company or a private third-party provider, as applicable, for utility services separately metered or separately submetered to that Unit, and to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Owner's Unit. All other utility costs shall be common expenses and paid by the Association. The Board on behalf of the Association may enter into one or more service agreements with a private utility provider for the provision of and/or monitoring of electric, water, sewer and any other utility service.

ARTICLE XI
INSURANCE; LOSSES

Section 1. Special Broad Form Property Insurance. Subject to the provisions relating to insurance deductibles set forth in Article IX of this Declaration, 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, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, 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) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;

(c) 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);

(d) 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;

(e) 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;

(f) 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;

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

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

(i) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners;

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

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

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/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 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, Unit Owners or Occupants, 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 must 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, or cause to be obtained, and maintain, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or 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 policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating *and* a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

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, flood 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, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of

insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

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 sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common 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 sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 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 XII
DAMAGE RESTORATION; TERMINATION

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

Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit Owners entitled to exercise not less than ninety percent (90%) of the voting power of Unit Owners, and the consent of mortgagees representing not less than fifty-one percent (51%) of the Units that are subject to mortgages, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first

mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII
CONDEMNATION

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

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees set forth herein; provided, that, any new plans and specifications shall be subject to the approval of the Master Association as set forth in the Master Declaration.

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as Special Assessments for Capital Improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common 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 that Unit Owner's 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 that Unit Owner's respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests (including but not limited to voting rights and undivided 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 that Unit Owner's attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, and an easement for utilities, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's 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. 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. 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 on the Drawings, shall and do exist so long as the encroachments remain.

Section 3. 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 as follows:

(a) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;

(b) for a period of time beginning on the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser up to the date Declarant completes construction of the last Unit in the Condominium, for exclusive access to at least one elevator for construction purposes, provided that such rights shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available and shall be limited to Monday through Friday of each week from 7:00 AM to 7:00 PM and Saturday and Sunday of each week from 8:00 AM to 5:00 PM;

(c) 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

(d) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements for sales and management offices and for storage and maintenance, and model Units, and advertising signs.

In addition, a non-exclusive perpetual and permanent easement is hereby reserved to Declarant, its successors and assigns, for their benefit and for the benefit of future owners and occupants of the area into which the Condominium may be expanded (the "Additional Property"), hereinafter described, for pedestrian and vehicular access over roadways and walkways now or hereafter within the Condominium Property, for ingress and egress to and from all or any portion of the Additional Property and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, hereby reserves an easement in, over, under, upon, and across the Common Elements to reach, and the right to extend and tie into, utility lines and improvements in the Common Elements, as permitted by public authority and the utility company involved, and to extend such utility lines and improvements into and/or upon the Additional Property to service the same. These easements and rights shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the Condominium.

The rights and easements reserved pursuant to the provisions of 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 Owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. 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 the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. 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 the Condominium Property by Owners and Occupants.

Section 5. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 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. Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common 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 the Condominium Property including within any Unit or any adjacent Unit(s). In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's 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 reasonable discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

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

ARTICLE XV
ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Apportionment: Due Dates.

(a) 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 their 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, repair, and other services to be provided by the Association;

b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;

c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

e. an amount deemed adequate by the Board in its reasonable discretion, and without vote of Unit Owners, to establish or augment an existing 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;

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

g. that period's estimated costs of the Master Association expenses.

(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 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 and their Owners 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 Operating 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 or, if not, from the Association).

(v) If Operating Assessments collected 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 reasonable discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners. and each Unit Owner by virtue of acceptance of a deed to a Unit consents to the same and grants to the Board an irrevocable power of attorney and proxy to approve and authorize the retention of any excess as reserves or reductions.

(b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements 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 ten percent (10%) 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) Each Special Assessment for Capital Improvements shall be prorated among all Units and their Owners in proportion to the respective undivided interests of the Units 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. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit 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, the cost to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly

chargeable to a Unit and its Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

Section 4. Effective Date of Assessment. Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit Owner's or Unit Owners' Unit shall constitute notice to that or those Unit Owners, unless the Unit Owner or Unit Owners have 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 or those Unit Owners.

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

(a) If any Assessment, any installment of any Assessment, or any portion of any installment of an Assessment is not paid within at least 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 reasonable discretion, determines not to accelerate the installments.

(b) If any Assessment, any installment of any Assessment, or any portion of any installment of an Assessment is not paid within at least 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 thereof) 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 eight percent (8%) 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 attorneys' 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) Payments made by a Unit Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof.

(e) At any time after any Assessment, any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the Franklin County Recorder, 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 designated representative of the Association.

(f) 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.

(g) Any Unit Owner who believes that an Assessment chargeable to that Unit Owner's 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 and its Owners, 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.

(h) Each such Assessment together with collection costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that or those Unit 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.

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

(j) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

(k) 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 that Owner's or those Owners' Unit.

(l) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security service, 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 Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its Owners during the foreclosure action.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the

Association, setting forth whether the Assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE XVI
EXPANSIONS

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

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article XVI, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property without the consent of any Unit Owner or Unit Owners.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. The foregoing notwithstanding, Declarant, with the consent of Unit Owners exercising not less than a majority of the voting power of Unit Owners other than Declarant, may extend Declarant's option to expand the Condominium Property for an additional seven years, if Declarant exercises the right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive Declarant's option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Descriptions. Legal descriptions of all of the property that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, are attached hereto and marked "Exhibit E" and made a part hereof by this reference.

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

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

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is one hundred sixty seven (167), permitting the Condominium to be expanded to include a maximum total of two hundred thirty (230) Units, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

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

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be architecturally harmonious and compatible with structures then on the Condominium Property although they may or may not be of the same architectural style as the Initial

Building and/or any other structures then existing on the Condominium Property. Design shall not be deemed to be incompatible or not harmonious because of changes in the number of Units in a building, types or mix of types of Units in a building, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, changes in elevations, or changes in size. Building components used in any structures erected on any portion of the Additional Property and added to the Condominium Property shall be consistent with the building components used in connection with the construction of the Initial Building, as described herein, and/or any other structures then existing on the Condominium Property; provided, however, the Declarant reserves the right to utilize brick and other similar materials in addition to, or in lieu of, any building components used on the Initial Building.

Section 11. Improvements Other than Structures Containing Units. If all or a portion of the Additional Property is added to the Condominium Property, private drives, sidewalks, landscaped areas, and other non-structural improvements similar to those then on the Condominium Property may be constructed on that Additional Property, and no other non-structural improvements.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as described on "Exhibit D" attached hereto or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types notwithstanding changes in interior layout, changes in design or finish detail, or changes in size.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type as those areas and improvements now so designated as such. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined. Subject to the foregoing, there are no limits as to the types, sizes, and maximum number of Limited Common Elements that may be subsequently assigned to Units.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act. The approval of Unit Owners, the Association, or any mortgagee or Eligible Mortgagee shall not be required for any amendment expanding the Condominium to include all or any part of the Additional Property pursuant to the provisions of this Article XVI and the Condominium Act.

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

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two-year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing

improvements in that portion added; (ii) for a period of time beginning from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser up to the date Declarant completes construction of the last Unit in that property added, for exclusive access to at least one elevator for construction purposes; (iii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties or pursuant to contracts of sale made with Unit purchasers; and (iv) for the initial sales and rental period for Units to maintain and utilize one or more of those Units and appurtenances thereto, and/or a portion or portions of the Common Elements, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Unit Owner or Unit Owners of a Unit or Units in the added portion shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, the same number of votes as the par value assigned to such Unit owned by that Unit Owner or those Unit Owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, Operating Assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and

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

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 Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) 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) except as provided in the Condominium Organizational Documents, expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

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

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (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 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which not less than one hundred percent (100%) 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 or in O.R.C. Section 5311.033 of the Condominium Act, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees exercising not less than fifty-one percent (51%) of the voting power 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 eighty-five percent (85%) of the voting power of Unit Owners. Notwithstanding the foregoing:

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

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

(ii) the number of votes in the Association appertaining to any Unit, subject to the rights to reallocate the voting power for Convertible Units and to expand the Condominium in accordance with the Condominium Documents;

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

(iv) the ability to lease or rent a Unit except in accordance with the Condominium Documents;

(v) the amendment of this Section 1; or

(vi) any action that adversely affects the Master Association.

(b) except as otherwise specifically provided herein, the consent of Unit Owners exercising not less than one hundred percent (100%) of the voting power of Unit Owners and the consent of Eligible Mortgagees exercising not less than one hundred percent (100%) of the voting power of Units subject to mortgages held by Eligible Mortgagees shall be required to terminate the Condominium;

(c) the Owners of adjoining Units may relocate the boundaries between their Units and the undivided interests in the Common Elements appurtenant to those Units shall be reallocated based on the consent of all affected Unit Owners, all affected Eligible Mortgagees and the Board; provided that Convertible Units may be combined and subdivided in accordance with the Condominium Organizational Documents; and;

(d) Intentionally Deleted.

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

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration and similar institutions or the requirements of insurance underwriters, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

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

a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration and similar institutions or the requirements of insurance underwriters;

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

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

d. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State; but for no other purpose.

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

ARTICLE XIX
GENERAL PROVISIONS

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

Section 2. Actions.

(a) In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, 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.

(b) The Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, 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 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 tortious act of the Association or such Director, officer or other representative. 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.

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

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in

full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Successor Owner. A successor owner of Condominium Property or any part thereof who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

Section 5 Limited Warranties. Declarant provides to each purchaser of a Unit from Declarant certain limited warranties which are described in a development statement provided to each of those purchasers at or prior to the time the purchaser enters into a contract to purchase a Unit from Declarant. Declarant specifically disclaims any and all warranties, express or implied, other than as set forth in Declarant's limited warranty and as required by Chapter 5311 of the Ohio Revised Code and specifically disclaims any implied warranty of habitability, fitness for a particular purpose, or construction in a workmanlike manner. In addition, the time limit for commencing the prosecution of claims of negligence, breach of contract and/or the failure to construct improvements in a workmanlike manner shall be two years in the case of Common Elements commencing on the date the first deed of record is recorded for a Unit in the phase in which the Common Element was made part of the Condominium and, in the case of a Unit, shall be one year commencing on the date the deed for the Unit was recorded. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to the Common Elements.

Section 6. 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 7. 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.

[Remainder of page intentionally left blank.]

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 29 day of November, 2016.

245 PARKS EDGE PLACE, LLC

By: NWD Investments, LLC, its manager

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis
President and Chief Operating Officer

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., the manager and member of NWD Investments, LLC, the manager of 245 PARKS EDGE PLACE, LLC, an Ohio limited liability company, on its behalf, this 29 day of November, 2016.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT "A"
DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY
0.665 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 8, Township 5, Range 22, Refugee Lands, being out of Lot 3 of that subdivision entitled "Arena District Subdivision" of record in Plat Book 90, Page 75 and out of those 1.769 and 0.004 acre tracts conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 201605240065523 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an iron pin set at the southeasterly corner of said Lot 3, in the easterly line of said 1.769 acre tract, the intersection of the westerly right-of-way line of John H. McConnell Boulevard (formerly West Street) as dedicated in Plat Book 90, Page 75 and the northerly line of that portion of Spring Street released by the City of Columbus by Ordinance Number 2598-2003;

thence South 03° 23' 49" West, with said westerly right-of-way line, the easterly line of said 1.769 acre tract, a distance of 7.11 feet to an iron pin set at the northerly corner of that 0.001 acre tract conveyed to the City of Columbus of record in Instrument Number 201605240065521, a southeasterly corner of said 1.769 acre tract;

thence South 46° 23' 17" West, with the westerly line of said 0.001 acre tract, the easterly line of said 1.769 acre tract, a distance of 10.76 feet to an iron pin set at a common corner thereof, in the northerly right-of-way line for Spring Street;

thence North 86° 53' 16" West, with the southerly line of said 1.769 acre tract, being said northerly right-of-way line, a distance of 222.03 feet to an iron pin set, the *True Point of Beginning;*

thence North 86° 53' 16" West, continuing with said northerly right-of-way line, the southerly lines of said 1.769 and 0.004 acre tracts, a distance of 234.09 feet to an iron pin set at an angle point in said northerly right-of-way line, a southwesterly corner of said 0.004 acre tract;

thence North 46° 59' 23" West, with the easterly right-of-way line of Neil Avenue, the westerly line of said 0.004 acre tract, a distance of 26.03 feet to an iron pin set at a southwesterly corner of said 0.004 acre tract, an angle point in said easterly right-of-way line;

thence North 03° 23' 49" East, continuing with said easterly right-of-way line, the westerly lines of said 0.004 and 1.769 acre tracts, a distance of 97.95 feet to an iron pin set at the southwesterly corner of that 0.282 acre tract conveyed to NWD Investments, LLC by deed of record in Instrument Number 201511200164595, a northwesterly corner of said 1.769 acre tract;

thence South 86° 36' 12" East, with a line common to said 0.282 and 1.769 acre tracts, a distance of 222.65 feet to an iron pin set at the southeasterly corner of said 0.282 acre tract;

thence North 03° 23' 48" East, with a line common to said 0.282 and 1.769 acre tracts, a distance of 5.64 feet to an iron pin set at the southwesterly corner of that 0.607 acre tract conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 201605240065523, a northwesterly corner of said 1.769 acre tract;

thence South 86° 36' 08" East, with a line common to said 0.607 and 1.769 acre tracts, a distance of 31.48 feet to an iron pin set;

thence South 03° 23' 49" West, across said 1.769 acre tract, a distance of 119.02 feet to the *True Point of Beginning,* containing 0.665 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Huntington Park" of record in Plat Book 112, Page 24, Recorder's Office, Franklin County, Ohio. On said plat of record the centerline of Huntington Park Lane has a bearing of North 03° 05' 07" East

This description is based on documents of record, prior plats of survey and an actual field survey performed in October, 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8080

Date 11/23/2016

JCD:mm
0_665 ac 20161312-VS-CONDO-02.doc

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

EXHIBIT "B"

PARKS EDGE CONDOMINIUM
DECLARATION OF CONDOMINIUM
SKETCH PLOT PLAN, INITIAL CONDOMINIUM PROPERTY

Date: December 8, 2016
Scale: 1" = 60'
Job No: 2016-1312

● = I.P. FND.
○ = I.P. SET
⬢ = MAG. NAIL FND.
⬡ = MAG. NAIL SET
I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

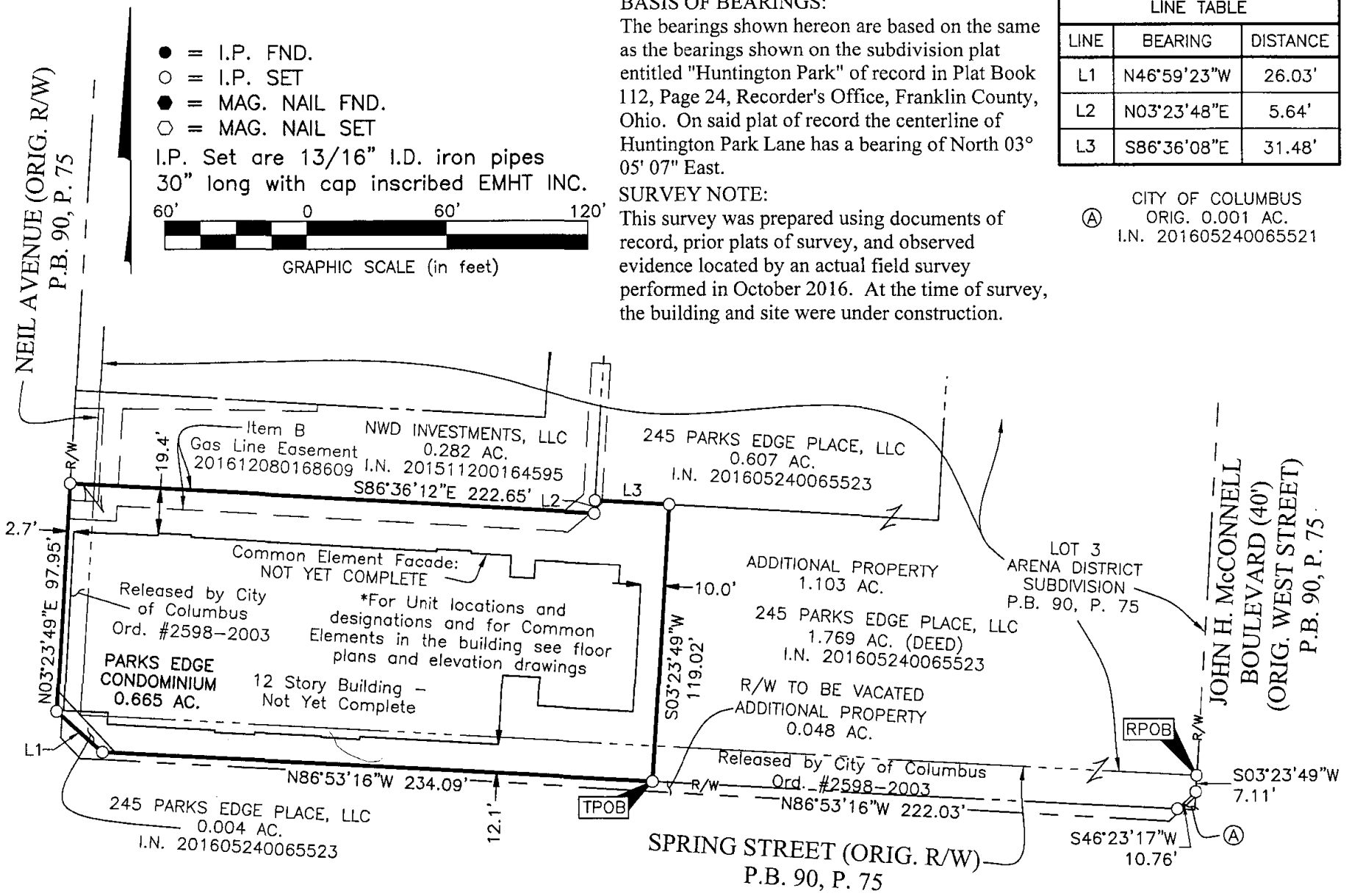
60' 0 60' 120'
GRAPHIC SCALE (in feet)

BASIS OF BEARINGS:
The bearings shown hereon are based on the same as the bearings shown on the subdivision plat entitled "Huntington Park" of record in Plat Book 112, Page 24, Recorder's Office, Franklin County, Ohio. On said plat of record the centerline of Huntington Park Lane has a bearing of North 03° 05' 07" East.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in October 2016. At the time of survey, the building and site were under construction.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N46°59'23"W	26.03'
L2	N03°23'48"E	5.64'
L3	S86°36'08"E	31.48'

Ⓐ CITY OF COLUMBUS
ORIG. 0.001 AC.
I.N. 201605240065521



J:\20161312\DWG\04SHEETS\CONDOMINIUM\RE-SCALED FOR TOM\20161312-VS-CONDO-02.DWG plotted by MAGERS, MARCUS on 12/8/2016 2:22:31 PM last saved by MMAGERS on 12/8/2016 2:20:35 PM
Xrefs:

FRANKLIN COUNTY, OH Recorded: 12/09/2016 03:08:24 PM Instrument # 201612090169921 Page: 39 of 60

EXHIBIT C

DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Unit Information

Unit Designation	Unit Address	Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF[1]	Par Value	Undivided Interest
250-201	250 W. Spring Street, Unit-201	Convertible A	1 and 2	26,625	550	10.81
250-301	250 W. Spring Street, Unit-301	Convertible B	3	13,736	400	7.86
250-401	250 W. Spring Street, Unit-401	Convertible B	4	13,736	412	8.09
250-501	250 W. Spring Street, Unit-501	Convertible B	5	13,736	424	8.33
250-601	250 W. Spring Street, Unit-601	Convertible B	6	13,736	436	8.56
250-701	250 W. Spring Street, Unit-701	Convertible C	7	8,691	274	5.37
250-721	250 W. Spring Street, Unit-721	Unit 721	7	5,006	174	3.43
250-801	250 W. Spring Street, Unit-801	Convertible B	8	13,771	460	9.04
250-901	250 W. Spring Street, Unit-901	Convertible B	9	13,771	472	9.27
250-1001	250 W. Spring Street, Unit-1001	Convertible B	10	13,808	484	9.51
250-1101	250 W. Spring Street, Unit-1101	Convertible B	11	13,808	496	9.75
250-1221	250 W. Spring Street, Unit-1221	Unit 1221	12	13,812	508	9.98

(1) All measurements are approximate and do not include porches, balconies, storage areas outside of Units, parking, or shared common areas. These measurements are not the same measurements used for rental and sales purposes.

EXHIBIT D

DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Type Information

Type

UNIT TYPES

1. The Convertible Unit A consists of portions of floors one and two with up to eight patios and one balcony and will have floor plans determined based on individual buyers' desires. Convertible Unit A may only be converted into a maximum of nine Units.

2. The Convertible Unit B consists of an entire floor, with up to six balconies and will have floor plans determined based on individual buyers' desires. Each Convertible Unit B may only be converted into a maximum of six Units.

3. The Convertible Unit C consists of a portion of floor seven with up to four (4) balconies and will have floor plans determined based on individual buyers' desires. Convertible Unit C may only be converted into a maximum of four (4) Units.

4. Unit 721 consists of a portion of floor seven with up to two (2) balconies and will have a floor plan determined based on individual buyers' desires.

5. Unit 1221 consists of the entire twelfth (12^{th}) floor with up to six (6) balconies and will have a floor plan determined based on individual buyers' desires.

EXHIBIT "E"
DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM
LEGAL DESCRIPTION, ADDITIONAL PROPERTY
1.103 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 8, Township 5, Range 22, Refugee Lands, being out of Lot 3 of that subdivision entitled "Arena District Subdivision" of record in Plat Book 90, Page 75 and out of that 1.769 acre tract conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 201605240065523 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at an iron pin set at the southeasterly corner of said Lot 3, in the easterly line of said 1.769 acre tract, the intersection of the westerly right-of-way line of John H. McConnell Boulevard (formerly West Street) as dedicated in Plat Book 90, Page 75 and the northerly line of that portion of Spring Street released by the City of Columbus by Ordinance Number 2598-2003;

thence South 03° 23' 49" West, with said westerly right-of-way line, the easterly line of said 1.769 acre tract, a distance of 7.11 feet to an iron pin set at the northerly corner of that 0.001 acre tract conveyed to the City of Columbus of record in Instrument Number 201605240065521, a southeasterly corner of said 1.769 acre tract;

thence South 46° 23' 17" West, with the westerly line of said 0.001 acre tract, the easterly line of said 1.769 acre tract, a distance of 10.76 feet to an iron pin set at a common corner thereof, in the northerly right-of-way line for Spring Street;

thence North 86° 53' 16" West, with the southerly line of said 1.769 acre tract, being said northerly right-of-way line, a distance of 222.03 feet to an iron pin set;

thence North 03° 23' 49" East, across said 1.769 acre tract, a distance of 119.02 feet to an iron pin set in the southerly line of that 0.607 acre tract conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 201605240065523;

thence South 86° 36' 08" East, with a line common to said 1.769 and 0.607 acre tracts, a distance of 113.78 feet to an iron pin set at the southwesterly corner of said 0.607 acre tract;

thence North 03° 23' 48" East, with a line common to said 1.769 and 0.607 acre tracts, a distance of 182.16 feet to an iron pin set in the southerly line of that 1.126 acre tract conveyed to Arena District CA I, LLC by deed of record in Instrument Number 200312260403446, the northeasterly corner of said 0.607 acre tract and a northwesterly corner of said 1.769 acre tract;

thence South 86° 36' 11" East, with the line common to said 1.769 and 1.126 acre tracts, a distance of 103.36 feet to an iron pin set at the northwesterly corner of that 0.003 acre tract conveyed to the City of Columbus by deed of record in Instrument Number 201605240065521, the northeasterly corner of said 1.769 acre tract;

thence South 26° 30' 08" East, with the easterly line of said 1.769 acre tract, the westerly line of said 0.003 acre tract, a distance of 24.51 feet to an iron pin set at the southerly corner of said 0.003 acre tract, being in said westerly right-of-way line;

thence South 03° 23' 49" West, with said westerly right-of-way line and continuing with said easterly line, a distance of 263.84 feet to the *Point of Beginning,* containing 1.103 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

PARKS EDGE CONDOMINIUM
ADDITIONAL PROPERTY

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Huntington Park" of record in Plat Book 112, Page 24, Recorder's Office, Franklin County, Ohio. On said plat of record the centerline of Huntington Park Lane has a bearing of North 03° 05' 07" East

This description is based on documents of record, prior plats of survey and an actual field survey performed in October, 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

STATE OF OHIO
JOHN C. DODGION
S-8069
REGISTERED SURVEYOR

John C. Dodgion
Professional Surveyor No. 8069

Date 11/23/2016

JCD:mm
1_104 ac 20161312-VS-CONDO-02.doc

EXHIBIT E
ADDITIONAL PROPERTY

0.048 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, Half Section 10 (Section 8), Township 5, Range 22, Refugee Lands, and being out of that 0.001 acre tract conveyed to the City of Columbus by deed of record in Instrument Number 201605240065521 and Spring Street, as dedicated in Plat Book 90, Page 75, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an iron pin set at the southeasterly corner of Lot 3 of that subdivision entitled "Arena District Subdivision" of record in Plat Book 90, Page 75, in the easterly line of that 1.769 acre tract conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 201605240065523, the intersection of the westerly right-of-way line of John H. McConnell Boulevard (formerly West Street) as dedicated in Plat Book 90, Page 75 and the northerly line of that portion of Spring Street released by the City of Columbus by Ordinance Number 2598-2003;

thence South 03° 23' 49" West, with said westerly right-of-way line, a distance of 7.11 feet to an iron pin set at the most northerly corner of said 0.001 acre tract, the TRUE POINT OF BEGINNING;

thence South 03° 23' 49" West, with the easterly line of said 0.001 acre tract, a distance of 1.96 feet to an iron pin set;

thence across said 0.001 acre tract and Spring Street, the following courses and distances:

South 46° 17' 24" West, a distance of 15.46 feet to an iron pin set;

North 86° 36' 12" West, a distance of 462.07 feet to a magnetic nail set;

North 41° 36' 12" West, a distance of 12.15 feet to a magnetic nail set; and

North 03° 23' 48" East, a distance of 9.24 feet to an iron pin set in the westerly line of that 0.004 acre tract conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 201605240065523, the current northerly right-of-way line of Spring Street;

thence South 46° 59' 23" East, with said westerly line and northerly right-of-way line, a distance of 23.03 feet to an iron pin set at the southwesterly corner of said 0.004 acre tract, an angle point in said northerly right-of-way line;

thence South 86° 53' 15" East, with the southerly line of said 0.004 acre tract and a southerly line of said 1.769 acre tract, said northerly right-of-way line, a distance of 456.12 feet to an iron pin set at a southeasterly corner of said 1.769 acre tract, an angle point in said northerly right-of-way line;

thence North 46° 23' 17" East, with a southerly line of said 1.769 acre tract, said northerly right-of-way line, a distance of 10.76 feet to the TRUE POINT OF BEGINNING, containing 0.048 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Huntington Park" of record in Plat Book 112, Page 24, Recorder's Office, Franklin County, Ohio. On said plat of record the centerline of Huntington Park Lane has a bearing of North 03° 05' 07" East.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

G-01-A
New Entry
0.048 acre
Adj. to
(010)
295610

STATE OF OHIO
HEATHER L. KING
S-8307
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

10/12/16
Date

DESCRIPTION VERIFIED
DEAN C. RINGLE P.E.P.S.
BY: AT
DATE: 12/07/16

HLK:mm
0_049 ac 20160247-VS-BNDY-01.doc

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

EXHIBIT "F"

PARKS EDGE CONDOMINIUM
DECLARATION OF CONDOMINIUM
SKETCH PLOT PLAN, INITIAL CONDOMINIUM PROPERTY

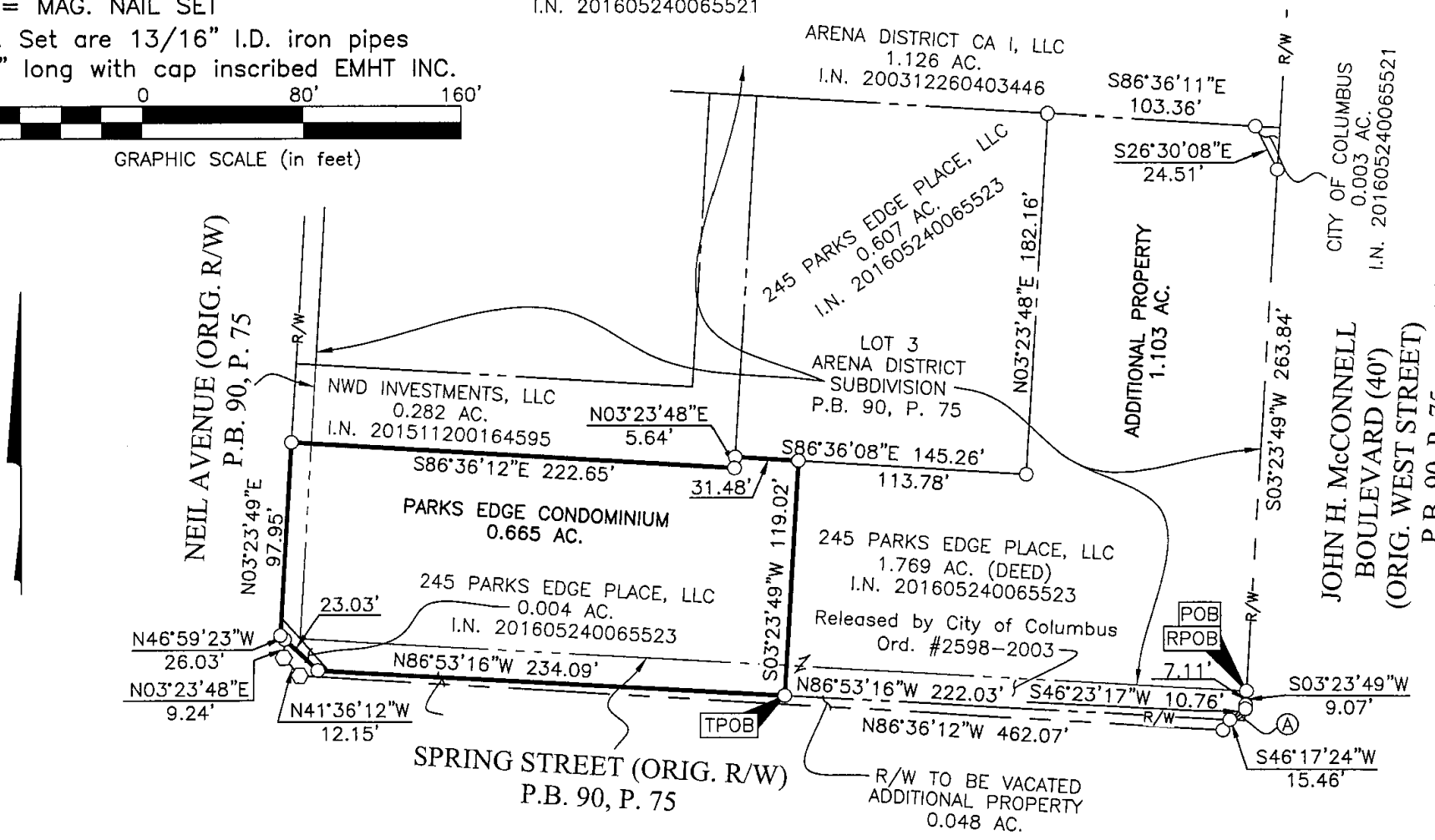
Date: December 8, 2016
Scale: 1" = 80'
Job No: 2016-1312

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in October 2016.

BASIS OF BEARINGS:
The bearings shown hereon are based on the same as the bearings shown on the subdivision plat entitled "Huntington Park" of record in Plat Book 112, Page 24, Recorder's Office, Franklin County, Ohio. On said plat of record the centerline of Huntington Park Lane has a bearing of North 03° 05' 07" East.

● = I.P. FND.
○ = I.P. SET
⬢ = MAG. NAIL FND.
⬡ = MAG. NAIL SET
I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

80' 0 80' 160'
GRAPHIC SCALE (in feet)



J:\20161312\DWG\04SHEETS\CONDOMINIUM\RE-SCALED FOR TOM\20161312-VS-CONDO-02.DWG plotted by MAGERS, MARCUS on 12/8/2016 2:15:16 PM last saved by MMAGERS on 12/8/2016 2:14:41 PM
Xrefs:

FRANKLIN COUNTY, OH
Recorded: 12/09/2016 03:08:24 PM
Instrument # 201612090169921
Page: 45 of 60

EXHIBIT G

BYLAWS

See attached.

BYLAWS

(Code of Regulations)

OF

PARKS EDGE CONDOMINIUM HOME OWNERS ASSOCIATION

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BYLAWS
(Code of Regulations)
OF
PARKS EDGE CONDOMINIUM HOME OWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Association is Parks Edge Condominium Home Owners 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 Parks Edge Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Board of Directors ("the Board") of the Association shall be at such place in Franklin County as 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, recorded simultaneously herewith with the Recorder of Franklin County, Ohio, as the same may be amended (collectively, the "Declaration").

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 days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the 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. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

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

Section 6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other

than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium or has the right to expand the Condominium) in these instances:

(a) A determination by the Board that the Unit Owner has a threatened or pending adverse interest to the interests of the Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Unit Owner would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Unit Owner from voting by proxy, on any matter properly voted upon at that meeting by Unit Owners.

Section 7. 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 in person or by proxy, 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 8. Voting Rights. The number of votes assigned to each Unit Owner of a Unit shall be the same number as the par value assigned to such Unit in the Declaration, as the same may be amended from time to time. If the Owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. 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 that Owner's fee simple interest in that 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.

Section 11. 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 Organizational Documents, or by law.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Initial Directors. The initial directors and their business addresses are as set forth in the Articles, or such other person or persons as may from time to time be substituted by Declarant.

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than 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) sixty (60) 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 Declarant, shall elect six Directors, whose terms shall commence at the end of the meeting during which they are elected, 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 provided, however, that, at all times at least one Director on the Board shall be from each building that is part of the Condominium Property. For purposes of computing undivided interests pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (230) that may be in the Condominium. 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-third of the Directors shall expire annually. 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. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected 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 at a meeting held for that purpose, by the holders of not less than seventy-five percent (75%) of the voting power of all 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 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 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 (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse 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.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners may be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, may make as many nominations for election to the Board as it shall, in its 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 and these Bylaws. 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 actual expenses incurred in the performance of duties as a Director.

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.

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, participate, and respond to every other participating member of the Board, 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 Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, 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 written consent, 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 Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;

(b) hire and fire managing agents, attorneys, accountants, and other independent contractors and/or employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;

(c) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the Declaration shall be obtained and maintained;

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

(e) repair, maintain and improve the Common Elements;

(f) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(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, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or

different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;

(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 exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational 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 Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(k) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board may from time to time determine;

(l) borrow funds, as needed, and pledge and assign such security and rights of the Condominium Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the judgment of the Board, to obtain any such loan;

(m) purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (i) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board;

(n) do all things and take all actions permitted to be taken by the Association pursuant to the provisions of the Master Declaration; and

(o) do all things and take all actions permitted to be taken by the Association by law, not prohibited or otherwise limited by the provisions of the Condominium Organizational Documents, or not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing a majority of the voting power of Unit Owners;

(c) cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:

(i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

(ii) the name, business address, and business telephone number of any Person who manages the Owner's Unit as an agent of that Owner;

and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

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

(e) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board to adopt a budget as provided in the Condominium Organizational Documents shall not constitute a waiver or release of the obligation of a Unit Owner to pay the Assessments and in such event, the budget last adopted shall continue until such time as the Board adopts a new budget;

(f) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(g) 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;

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

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

(j) take any actions required by the Master Declaration to be taken by the Association; and

(k) take all other actions required to comply with all requirements of the Condominium Organizational Documents.

Except in the case of Special Individual Unit Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Owners written notice of the proposed Assessment that includes:

(i) a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;

(ii) the amount of the proposed Special Individual Unit Assessment;

(iii) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten (10) days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and

(iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit Owner to whom a Special Individual Unit Assessment is proposed to be charged, personally to an Occupant of that Owner's Unit, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Special Individual Unit Assessment proposed, the Board shall deliver to the Unit Owner written notice thereof within thirty (30) days of the date of that hearing.

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 written notice of ninety (90) days or less; 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, insures, or guarantees 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. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V
OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Unit Owner or Director of the Association. The same person may hold more than one office.

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

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

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

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

(a) President. The president shall preside at all meetings of the Board and of Unit Owners, 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 may appoint a nominating committee and 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 current copies of the Declaration, Bylaws, Articles and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Condominium Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII
AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

(a) to each requesting Unit Owner within a reasonable time after request, at the expense of the Association, upon the affirmative vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners;

(b) to each holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

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

therefor, within one hundred twenty (120) days of the Association's fiscal year end, at the expense of the Association.

ARTICLE IX
FISCAL YEAR

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

ARTICLE X
INDEMNIFICATION

Section 1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful.

Section 2. Derivative Actions. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by that individual in connection with the defense or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

Section 3. Other Determinations of Rights. Unless ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in Sections 1 and 2 of this Article, or (b) by the members by majority vote.

Section 4. Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under Sections 1 and 2 of this Article who may be indemnified, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred

by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees and volunteers of the Association.

Section 5. Advances of Expenses. Expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.

Section 6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to a individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such a individual.

Section 7. Purchase of Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self- insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Article or of the Ohio nonprofit corporation law.

ARTICLE XI
AMENDMENTS

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

[Remainder of page intentionally left blank.]

IN TESTIMONY WHEREOF, the undersigned 245 Parks Edge Place, LLC, the sole member of the Association, has executed this instrument this 21st day of November, 2016.

245 PARKS EDGE PLACE, LLC

By: NWD Investments, LLC, its manager

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____

Brian J. Ellis
President and Chief Operating Officer

DO NOT DETACH

Instrument Number: 202109010156120
Recorded Date: 09/01/2021 2:31:43 PM

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

Return To (Mail Envelope):
BROSIUS JOHNSON & GRIGGS LLC

Mail Envelope

Transaction Number: T20210110137
Document Type: DECLARATION
Document Page Count: 21

Submitted By (Walk-In):
BROSIUS JOHNSON & GRIGGS LLC

Walk-In

First Grantor:	**First Grantee:**
245 PARKS EDGE PLACE LLC	PARK EDGE CONDOMINIUM

Fees:		**Instrument Number:** 202109010156120
Document Recording Fee:	$34.00	**Recorded Date:** 09/01/2021 2:31:43 PM
Additional Pages Fee:	$152.00	
Marginal Reference Fee:	$56.00	
Total Fees:	$242.00	
Amount Paid:	$242.00	
Amount Due:	$0.00	

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

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Condo Plat
202109010156121

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 299 PAGE 036-051

TRANSFERRED

SEP 01 2021

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PARKS EDGE CONDOMINIUM

This Fourth Amendment to the Amended and Restated Declaration for Parks Edge Condominium is made on or as of this 1st day of September, 2021.

Recitals

A. Parks Edge Condominium (the "Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establish a Plan for Condominium Ownership under Chapter 5311 of the Revised Code of Ohio for Parks Edge Condominium recorded as Instrument No. 201612090169921, and the filing of the drawings thereof, recorded as Instrument No. 201612090169922 (Plat Book 254, Pages 24-41), as amended by the First Amendment and Correction to Declaration of Parks Edge Condominium, recorded as Instrument No. 201705310072416, and the filing of the drawings thereof, recorded as Instrument No. 201705310072658 (Plat Book 257, Page 56 et seq.), and by the recording of the Amended and Restated Declaration and Amended and Restated Bylaws and Plan for Condominium Ownership under Chapter 5311 of the Revised Code of Ohio for Parks Edge Condominium, recorded as Instrument No. 201706060075307, as further amended by the Correction Amendment to the Amended and Restated Declaration of Parks Edge Condominium, recorded as Instrument No. 201709110126501, as further amended by that Second Correction to Amended and Restated Declaration of Parks Edge Condominium, recorded as Instrument No. 201708240117702, as further amended by that First Amendment to the Amended and Restated Declaration for Parks Edge Condominium, recorded as Instrument No. 201807050089208 as further amended by that Second Amendment to the Amended and Restated Declaration for Parks Edge Condominium, recorded as Instrument No. 202003030032001, as further amended by that Third Amendment to the Amended and Restated Declaration for Parks Edge Condominium, recorded as Instrument No. 202106070098850 (the "Amended and Restated Declaration") and by the recording of the Amended and Restated Drawings for Parks Edge Condominium, recorded as Instrument No. 201706060075308 (Plat Book 258, Page 1 et seq.), as further amended by the First Amendment to the Amended and Restated Drawings for Parks Edge Condominium, recorded as Instrument No. 201807050089209 (Plat Book 269, Page 2 et seq.) further amended by the Second Amendment to the Amended and Restated Drawings for Parks Edge Condominium, recorded as Instrument No. 202003030032002 (Plat Book 283, Page 092 et seq.), and further amended by the Third Amendment to the Amended and Restated Drawings for Parks Edge Condominium, recorded as Instrument No. 202106070098851 (Plat Book 295, Page 095 et seq.) (the "Amended and Restated Drawings"), and all amendments and supplements thereto, all of the records of the Recorder of Franklin County, Ohio.

B. Pursuant to the provisions of Article XVI of the Amended and Restated Declaration, and the provisions of the Condominium Act, the Declarant, 245 Parks Edge Place, LLC, desires by this amendment to add Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Fourth Amendment to the Amended and Restated Declaration for Parks Edge Condominium and a copy of the Fourth Amendment to the Amended and Restated Drawings were filed with this office on Sept. 1, 2021.

Franklin County Auditor

By Michael Dotson
Deputy Auditor

Declaration

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

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

2. Additional Property Added. A legal description of the property added hereby to the Condominium Property, consisting of 0.513 acres, more or less, and being part of the Additional Property described in the Amended and Restated Declaration, is attached hereto, marked "Exhibit A," and hereby made a part hereof. A sketch plot plan of the property is attached hereto, marked "Exhibit B," and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Parks Edge Condominium."

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Amended and Restated Declaration (encompassing the Additional Property added hereby).

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one ten-story building (the "North Building") consisting of fifty (50) residential units (each called a "Unit") and Common Elements. Also on the Additional Property added hereby are green and landscaped areas, and sidewalks. The building added hereby expands the Condominium to include a total of one-hundred ninety (190) dwelling units. The Units added hereby are located as shown on the Fourth Amendment to the Amended and Restated Drawings. Generally, each floor in the building consists of the following:

A. First Floor Level. The interior of the first floor level consists of five (5) single-story Units and various Common Elements, all as shown on the Fourth Amendment to the Amended and Restated Drawings. The Common Elements on the first floor level include entryways, common corridors, and two stairwells and elevators that serve all of the upper floors of the building. In addition, the first floor level has six (6) Limited Common Element storage areas.

B. Second Floor Level. The interior of the second floor level includes five (5) single-story Units and various Common Elements, all as shown on the Fourth Amendment to the Amended and Restated Drawings. The second floor level includes six (6) Limited Common Element storage areas.

C. Third Floor Level. The interior of the third floor level consists of five (5) single-story Units and various Common Elements, including the elevated walkway that connects the adjacent Garage Condominium with the North Building providing pedestrian access on the west side of the North Building to the third floor, all as shown on the Fourth Amendment to the Amended and Restated Drawings. The third floor level also includes nine (9) Limited Common Element storage areas.

D. Fourth Floor Level. The interior of the fourth floor level consists of five (5) single-story Units and various Common Elements, all as shown on the Fourth Amendment to the Amended and Restated Drawings. The fourth floor level also includes nine (9) Limited Common Element storage areas.

E. Fifth through Tenth Floor Level. The interior of each of the fifth floor through tenth floor levels consist of five (5) single-story Units and various Common Elements, all as shown on the Fourth Amendment to the Amended and Restated Drawings.

The building frame is cast-in-place post tension frame construction and the building exterior consists of aluminum and insulated glass window systems with elements of brick and painted aluminum panels. The balcony rail is an aluminum glass system. The roof is a single ply membrane system. Other materials include metal studs and drywall. The building is located as shown on the Fourth Amendment to the Amended and Restated Drawings.

6. Units.

A. Unit Designations. Each Unit added to the Condominium hereby is legally designated on the Fourth Amendment to the Amended and Restated Drawings (labeled

"Fourth Amendment to the Amended and Restated Drawings for Parks Edge Condominium") filed simultaneously herewith, by a Unit designation, which is either the numerical portion of the street address of the Unit or by the numerical portion of the street address of the building in which the Unit is located, followed by a dash (-) and a three-digit number, the first digit of which is the floor on which the Unit is located. The Unit designation of each Unit added hereby is shown on the Fourth Amendment to the Amended and Restated Drawings where that Unit is located. A listing of the proper Unit designation of each Unit added hereby and the Unit designations of all other Units in the Condominium along with their respective addresses is set forth on "Exhibit C," attached hereto and hereby made a part hereof.

B. Composition of Units. Each Unit added hereby constitutes a single freehold estate and consists, among other things, of the space in the building designated by that Unit's designation on the Fourth Amendment to the Amended and Restated Drawings and includes and excludes, as appropriate, those same items as are described and defined in the description of Units in the Amended and Restated Declaration. A description of each type of Unit is also set forth on "Exhibit D," attached hereto and hereby made a part hereof.

C. Unit Locations. The location of each Unit added hereby is shown on the Fourth Amendment to the Amended and Restated Drawings. Each Unit has direct access to Common Elements, which lead directly to John H. McConnell Boulevard, Spring Street and Neil Avenue, each of which are public streets, and to a permanent non-exclusive easement over Parks Edge Place, a private street, which provides vehicular access to public streets.

7. Common and Limited Common Elements.

A. Common Elements. The Additional Property, which is hereby added to the Condominium, including all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Fourth Amendment to the Amended and Restated Drawings as a part of a Unit, are Common Elements.

B. Limited Common Elements. Those portions of the Common Elements added hereby that are labeled or designated "limited common elements" on the Fourth Amendment to the Amended and Restated Drawings, or so designated herein, are Limited Common Elements. In the case of the building and Units added hereby, these Limited Common Elements consist of mailboxes, balconies, patio areas, and storage areas. Balconies and patio areas are identified on the Fourth Amendment to the Amended and Restated Drawings and are for the exclusive use of the Owners and Occupants of the Unit or Units it is designed or designated to serve. The Unit designation of the Unit to which each Limited Common Element storage area is appurtenant is listed on Exhibit C, and the storage areas added hereby are identified on the Fourth Amendment to the Amended and Restated Drawings where that storage area is located. The storage areas are designated and labeled "S," a dash "-" and a number.

C. Undivided Interests. The undivided interests in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value for each type of Unit that is set forth on Exhibit D. These par values and undivided interests have been assigned on the basis of a number of factors, including size, fair value, simplicity, and the objective of minimizing differences. The undivided interest of each Unit is determined by dividing the par value of a Unit by the total par values of all Units in the Condominium, at any time, multiplying by 100, and rounding to hundredths of a percent. Undivided interests have been adjusted, in Declarant's sole discretion, so that the total of the undivided interests equals exactly 100.000%. This exhibit supersedes, in its entirety, "Exhibit C" of the First Amended and Restated Declaration. 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 of a Unit in the Common Elements shall not be separated from the Unit to which it appertains. In the case of a Convertible Unit, if such Unit is converted into more than one Unit, the resulting Units shall have a combined par value equal to the par value of the original Convertible Unit, allocated based on the square footage of each Unit converted from that Convertible Unit, divided by the total square footage of all the Units converted from that Convertible Units. Likewise, if two or more Units are combined into a single Unit or subdivided into more than two Units, the resulting Unit or Units shall have a combined par value equal to the par value or par values of the Units so combined or subdivided as the case may be, allocated based on the square footage of each of the resulting Units, divided by the total square footage of those Units combined/subdivided. The undivided interests shall be rounded by the Declarant as

necessary so that undivided interests in the Condominium always equal precisely 100.00%.

8. Effects of Expansion. Upon the filing for record of this amendment to the Amended and Restated Declaration adding Additional Property to the Condominium Property:

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

B. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; such membership includes, but is not limited to, membership in the Swim Club Association, as the same is identified and described in the Amended and Restated Declaration, with such corresponding Declaration recorded in Instrument No. 201612090169630 of the records of the Recorder of Franklin County, Ohio, and the Master Association, as the same is identified and described in the Amended and Restated Declaration, with such corresponding Declaration recorded in Instrument No. 200312260403449 of the records of the Recorder of Franklin County, Ohio; and

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this 26 day of August, 2021.

245 PARKS EDGE PLACE, LLC
By: NWD Investments, LLC, its manager

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis
President and Chief Operating Officer

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Brian J. Ellis, President and Chief Operating Officer of Nationwide Realty Investors, Ltd., the manager and member of NWD Investments, LLC, the manager of 245 PARKS EDGE PLACE, LLC an Ohio limited liability company, on behalf of said liability company, this 26 day of August, 2021.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

This instrument prepared by Janice Gresko, Nationwide Realty Investors, Ltd., 375 N. Front Street, Suite 200, Columbus, Ohio 43215 and Tom Johnson, attorney at law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio 43215.

Exhibit A

FOURTH AMENDMENT TO THE AMENDED AND RESTATED DRAWINGS FOR PARKS EDGE CONDOMINIUM
0.513 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, Half Section 10 (Section 8), Township 5, Range 22, Refugee Lands, being part of Lot 3 of that subdivision entitled "Arena District Subdivision", of record in Plat Book 90, Page 75, conveyed as 1.137 acres tract to 245 Parks Edge Place, LLC by deed of record in Instrument Number 201706190082113, all of that 0.019 acre tract conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 202010020150360 and all of that 0.014 acre tract conveyed to 245 Parks Edge Place, LLC by deed of record in Instrument Number 202011120178644, (all references are to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

BEGINNING at magnetic nail set in the westerly right-of-way line of John H. McConnell Boulevard (width varies, aka West Street), of record in Plat Book 90, Page 75, in the easterly line of "Parks Edge Condominium First Amendment" of record in Condominium Plat Book 269, Page 1 (Declaration of record in Instrument Number 201807050089208), and at the southwesterly corner of said 0.014 acre tract;

Thence North 03° 23' 49" East, with said westerly right of way line, with the line common to said 0.014 acre tract and said "Parks Edge Condominium First Amendment", a distance of 4.36 feet to a magnetic nail set at the southeasterly corner of the remainder of said 1.137 acre tract;

Thence North 86° 36' 08" West, with the southerly line of the remainder of said 1.137 acre tract, the northerly line of said "Parks Edge Condominium First Amendment", a distance of 115.58 feet to a magnetic nail set at the southeasterly corner of "Arena District Garage Condominium", of record in Condominium Plat Book 254, Page 12 (Declaration of record in Instrument Number 201612090169859);

Thence North 03° 23' 48" East, with the line common to said 1.137 acre tract and said "Arena District Garage Condominium", a distance of 182.16 feet to a magnetic nail set in the southerly line of that 1.126 acre tract conveyed to Arena District CA I, LLC by deed of record in Instrument Number 200312260403446;

Thence South 86° 36' 11" East, with the line common to said 1.137 and 1.126 acre tracts, a distance of 10.42 feet to an iron pin set at the southwesterly corner of said 0.019 acre tract;

Thence with the line common to said 0.019 acre tract and the remainder of said 1.126 acre tract, the following courses and distances:

North 03° 23' 49" East, a distance of 7.92 feet to a mag nail set;

South 86° 36' 11" East, a distance of 30.43 feet to a point;

North 03° 23' 49" East, a distance of 1.99 feet to a point;

South 86° 36' 11" East, a distance of 17.17 feet to a point;

South 03° 23' 49" West, a distance of 2.00 feet to a point; and

South 86° 36' 11" East, a distance of 51.02 feet to a magnetic nail set at a northeasterly corner of said 0.019 acre tract and at an angle point in the westerly line of that 0.014 acre tract conveyed to City of Columbus, Ohio by deed of record in Instrument Number 202011120178643;

Thence South 03° 23' 49" West, with the easterly line of said 0.019 and 0.014 acre tracts (245 Parks Edge Place), the westerly line of said 0.014 acre tract (City of Columbus) and the

FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION FOR PARKS EDGE CONDOMINIUM
0.513 ACRE
-2-

remainder of that 0.003 acre tract conveyed to City of Columbus by deed of record in Instrument Number 201605240065521, a distance of 14.38 feet to a magnetic nail set;

Thence South 86° 36' 11" East, with a northerly line of said 0.014 acre tract (245 Parks Edge Place), the southerly line of the remainder of said 0.003 acre tract and partially with the westerly right-of-way line of said John H. McConnell Boulevard, as defined by release of public right-of-way by City of Columbus Ordinance No. 2388-2020, a distance of 9.51 feet to a magnetic nail set;

Thence South 03° 23' 49" West, with said westerly right-of-way line (Ord. No. 2388-2020), the easterly line of said 0.014 acre tract, a distance of 180.05 feet to a magnetic nail set at a southeasterly corner of said 0.014 acre tract;

Thence North 86° 36' 11" West, with said westerly right-of-way line (Ord No. 2388-2020), the southerly line of said 0.014 acre tract, a distance of 2.96 feet to the POINT OF BEGINNING, containing 0.513 acre, more or less, of which 0.480 acre is all of the remainder of said 1.137 acre tract (Parcel Number. 010-301662), 0.019 acre is all of said 0.019 acre tract (Parcel Number 010-301499) and 0.014 acre is all of said 0.014 acre tract (Parcel Number 010-301662).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Huntington Park" of record in Plat Book 112, Page 24, Recorder's Office, Franklin County, Ohio. On said plat of record the centerline of Huntington Park Lane has a bearing of North 03° 05' 07" East.

This description is based on documents of record, prior plats of survey and an actual field survey.

PRELIMINARY APPROVAL
Cornell R. Robertson, P.E., P.S.
BY: hsauer
08/13/2021
PENDING ORIGINALS
*Submitted via digital format
Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed and dated in blue ink.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

8/24/21
Date

STATE OF OHIO
HEATHER L. KING
S-8307
REGISTERED
PROFESSIONAL SURVEYOR

HLK: td
0_513 ac 20210823-VS-CONDO-04

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

EXHIBIT "B"

PARKS EDGE CONDOMINIUM
FOURTH AMENDMENT
SKETCH PLOT PLAN, INITIAL CONDOMINIUM PROPERTY

Date:	August 16, 2021
Scale:	1" = 40'
Job No:	2021-0823

BASIS OF BEARINGS:
The bearings shown hereon are based on the same as the bearings shown on the subdivision plat entitled "Huntington Park" of record in Plat Book 112, Page 24, Recorder's Office, Franklin County, Ohio. On said plat of record the centerline of Huntington Park Lane has a bearing of North 03° 05' 07" East.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in October 2016. At the time of survey, the building and site were under construction.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°23'49"E	4.36'
L2	S86°36'11"E	10.42'
L3	N03°23'49"E	7.92'
L4	N03°23'49"E	1.99'
L5	S03°23'49"W	2.00'
L6	S03°23'49"W	14.38'
L7	S86°36'11"E	9.51'
L8	N86°36'11"W	2.96'

(A) CITY OF COLUMBUS, OHIO
0.014 AC. (DEED)
I.N. 202011120178643

(B) CITY OF COLUMBUS
0.003 AC. (DEED)
I.N. 201605240065521

(C) PARKS EDGE CONDOMINIUM
FIRST AMENDMENT
C.P.B. 269, P. 1
I.N. 201807050089208
(DECLARATION)

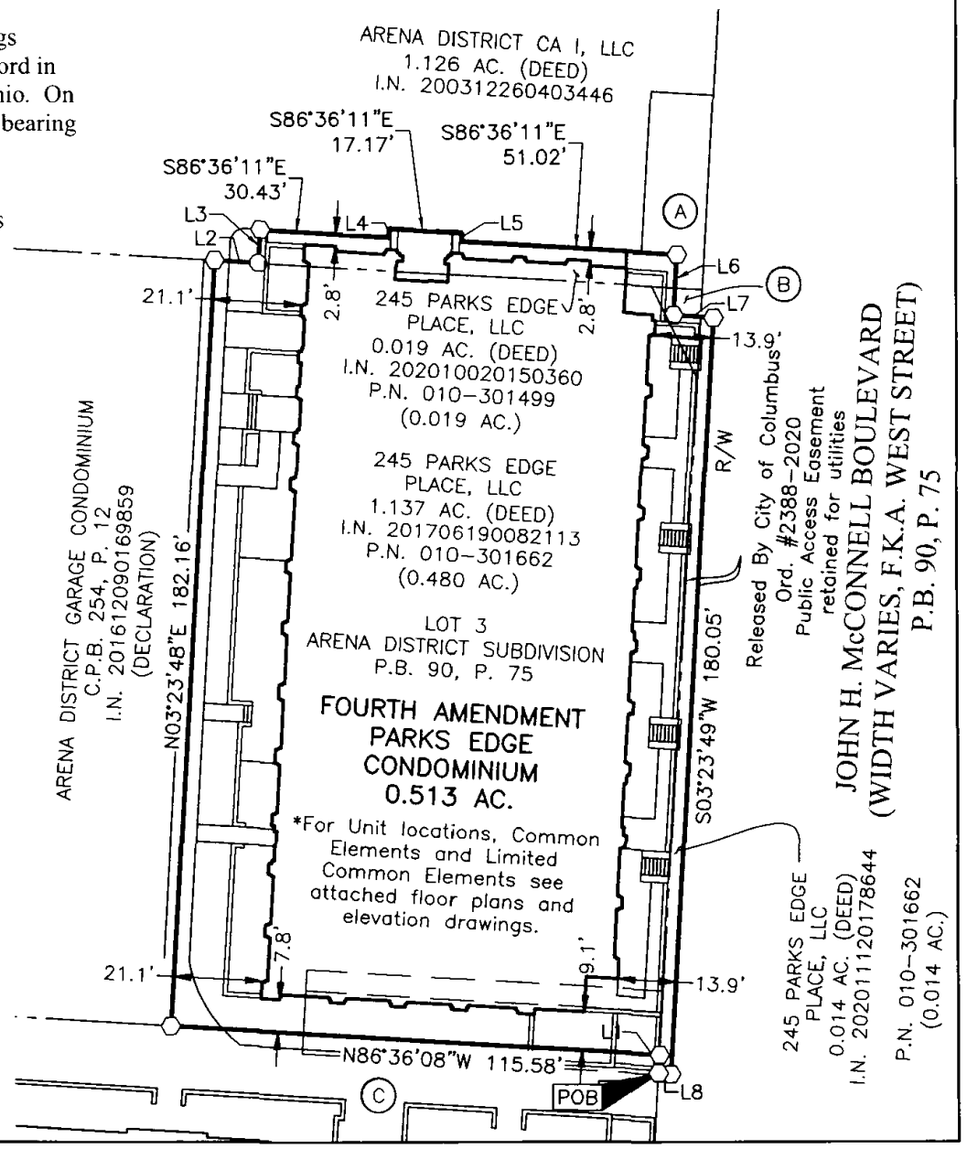


EXHIBIT C

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PARKS EDGE CONDOMINIUM
Unit Information

Residential Unit Designation	Residential Unit Address	Residential Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF*	Limited Common Element Storage Areas	Par Value/ Voting Rights	Undivided Interest
WEST BUILDING							
252	252 W. Spring Street	Martin	1 and 2	1,621		52.00	0.3500%
250-253	250 W. Spring Street, #253	Dawson	1 and 2	1,890		60.00	0.4000%
254	254 W. Spring Street	Griffith	1 and 2	1,742	S-5	56.00	0.3700%
250-255	250 W. Spring Street, #255	Lincoln	1 and 2	1,694	S-3	54.00	0.3600%
256	256 W. Spring Street	Kincaid	1 and 2	2,035	S-10	65.00	0.4300%
250-257	250 W. Spring Street, #257	Marcus	1 and 2	1,851	S-9	59.00	0.3900%
258	258 W. Spring Street	York	1 and 2	1,898		61.00	0.4100%
250-259	250 W. Spring Street, #259	Jefferson	1 and 2	2,740	S-4	87.00	0.5800%
250-221	250 W. Spring Street, #221	Grant	2	1,772		56.00	0.3700%
250-321	250 W. Spring Street, #321	Franklin	3	3,211	S-6, S-7	104.00	0.6900%
250-322	250 W. Spring Street, #322	Madison	3	1,542	S-21	50.00	0.3300%
250-323	250 W. Spring Street, #323	Baker	3	1,954		63.00	0.4200%
250-324	250 W. Spring Street, #324	Bryant	3	1,492		48.00	0.3200%
250-325	250 W. Spring Street, #325	Shelby	3	2,050	S-41	67.00	0.4500%
250-326	250 W. Spring Street, #326	Wicker	3	2,090		68.00	0.4500%
250-421	250 W. Spring Street, #421	Franklin	4	3,194	S-0	107.00	0.7100%
250-422	250 W. Spring Street, #422	Madison	4	1,548		52.00	0.3500%
250-423	250 W. Spring Street, #423	Baker	4	1,953	S-2	65.00	0.4300%
250-424	250 W. Spring Street, #424	Bryant	4	1,495		50.00	0.3300%
250-425	250 W. Spring Street, #425	Shelby	4	2,066	S-28	69.00	0.4600%
250-426	250 W. Spring Street, #426	Wicker	4	2,082	S-33	69.00	0.4600%
250-521	250 W. Spring Street, #521	Franklin	5	3,207	S-37, S-38	110.00	0.7300%
250-522	250 W. Spring Street, #522	Madison	5	1,540		53.00	0.3500%
250-523	250 W. Spring Street, #523	Baker	5	1,961	S-30	67.00	0.4500%
250-524	250 W. Spring Street, #524	Bryant	5	1,489		51.00	0.3400%
250-525	250 W. Spring Street, #525	Shelby	5	2,059	S-20	71.00	0.4700%
250-526	250 W. Spring Street, #526	Wicker	5	2,085	S-1, S-39	72.00	0.4800%
250-621	250 W. Spring Street, #621	Franklin	6	3,192	S-14	113.00	0.7500%
250-622	250 W. Spring Street, #622	Madison	6	1,539	S-15	54.00	0.3600%
250-623	250 W. Spring Street, #623	Baker	6	1,965	S-29	69.00	0.4600%
250-624	250 W. Spring Street, #624	Bryant	6	1,487		53.00	0.3500%
250-625	250 W. Spring Street, #625	Shelby	6	2,055	S-12	73.00	0.4900%
250-626	250 W. Spring Street, #626	Wicker	6	2,087		74.00	0.4900%
250-721	250 W. Spring Street, #721	Custom	7	5,006	S-35	174.00	1.1600%
250-723	250 W. Spring Street, #723	Baker	7	1,963		71.00	0.4700%
250-724	250 W. Spring Street, #724	Bryant	7	1,491		54.00	0.3600%
250-725	250 W. Spring Street, #725	Shelby	7	2,069	S-26	74.00	0.4900%
250-726	250 W. Spring Street, #726	Wicker	7	2,090	S-24	75.00	0.5000%

EXHIBIT C (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PARKS EDGE CONDOMINIUM
Unit Information

Residential Unit Designation	Residential Unit Address	Residential Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF*	Limited Common Element Storage Areas	Par Value/ Voting Rights	Undivided Interest
250-821	250 W. Spring Street, #821	Franklin	8	3,212	S-23	119.00	0.7900%
250-822	250 W. Spring Street, #822	Madison	8	1,548	S-34	57.00	0.3800%
250-823	250 W. Spring Street, #823	Baker	8	1,958		73.00	0.4900%
250-824	250 W. Spring Street, #824	Custom	8	3,630	S-25	135.00	0.9000%
250-825	250 W. Spring Street, #825	Shelby	8	2,063		76.00	0.5100%
250-921	250 W. Spring Street, #921	Franklin	9	3,252	S-8, S-19	124.00	0.8200%
250-922	250 W. Spring Street, #922	Madison	9	1,539	S-11, S-22	58.00	0.3900%
250-923	250 W. Spring Street, #923	Baker	9	1,968		75.00	0.5000%
250-924	250 W. Spring Street, #924	Bryant	9	1,489	S-31	57.00	0.3800%
250-925	250 W. Spring Street, #925	Shelby	9	2,076		79.00	0.5300%
250-926	250 W. Spring Street, #926	Wicker	9	2,092	S-18	79.00	0.5300%
250-1021	250 W. Spring Street, #1021	Franklin	10	3,245	S-36	127.00	0.8400%
250-1022	250 W. Spring Street, #1022	Madison	10	1,541		60.00	0.4000%
250-1023	250 W. Spring Street, #1023	Baker	10	1,957	S-16	76.00	0.5100%
250-1024	250 W. Spring Street, #1024	Bryant	10	1,478	S-72	58.00	0.3900%
250-1025	250 W. Spring Street, #1025	Shelby	10	2,060	S-32	81.00	0.5400%
250-1026	250 W. Spring Street, #1026	Wicker	10	2,087	S-27	82.00	0.5400%
250-1121	250 W. Spring Street, #1121	Franklin	11	3,238	S-13	129.00	0.8600%
250-1122	250 W. Spring Street, #1122	Madison	11	1,549		62.00	0.4100%
250-1123	250 W. Spring Street, #1123	Baker	11	1,942	S-17	78.00	0.5200%
250-1124	250 W. Spring Street, #1124	Bryant	11	1,494	S-40	60.00	0.4000%
250-1125	250 W. Spring Street, #1125	Custom	11	4,175		167.00	1.1100%
250-1221	250 W. Spring Street, #1221	Custom	12	13,812		508.00	3.3800%
EAST BUILDING							
250-231	250 W. Spring St. #231	Holton 2	2	1,564		53.00	0.3500%
250-232	250 W. Spring St. #232	Patterson	2	1,926	S-89	64.00	0.4300%
250-233	250 W. Spring St. #233	Stratton	2	1,777	S-97	59.00	0.3900%
250-234	250 W. Spring St. #234	Booker	2	2,408	S-91	80.00	0.5300%
250-241	250 W. Spring St. #241	Russell	1 and 2	2,501	S-77	84.00	0.5600%
242	242 W. Spring St.	Thompson	1	1,870	S-70	63.00	0.4200%
250-243	250 W. Spring St. #243	Anderson	1 and 2	1,907		64.00	0.4300%
244	244 W. Spring St.	Warner	1	2,033	S-50	68.00	0.4500%
250-245	250 W. Spring St. #245	Liberty	1 and 2	1,920		64.00	0.4300%
246	246 W. Spring St.	Holton	1	1,580	S-62	53.00	0.3500%
250-247	250 W. Spring St. #247	Morrison	1 and 2	1,919		64.00	0.4300%
250-249	250 W. Spring St. #249	Guilford	1 and 2	2,288	S-56	76.00	0.5100%
250-311	250 W. Spring St. #311	Findley	3	2,434		79.00	0.5300%
250-312	250 W. Spring St. #312	Clark	3	1,875		61.00	0.4100%

EXHIBIT C (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PARKS EDGE CONDOMINIUM
Unit Information

Residential Unit Designation	Residential Unit Address	Residential Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF*	Limited Common Element Storage Areas	Par Value/ Voting Rights	Undivided Interest
250-313	250 W. Spring St. #313	Weldon	3	1,600		52.00	0.3500%
250-314	250 W. Spring St. #314	Glen	3	2,043	S-61	66.00	0.4400%
250-315	250 W. Spring St. #315	Bryce	3	2,016	S-71	65.00	0.4300%
250-316	250 W. Spring St. #316	Portman	3	2,425	S-60	78.00	0.5200%
250-317	250 W. Spring St. #317	Lyndon	3	2,652		86.00	0.5700%
250-411	250 W. Spring St. #411	Findley	4	2,432	S-74	81.00	0.5400%
250-412	250 W. Spring St. #412	Clark	4	1,876		63.00	0.4200%
250-413	250 W. Spring St. #413	Weldon	4	1,597		53.00	0.3500%
250-414	250 W. Spring St. #414	Glen	4	2,046	S-67	68.00	0.4500%
250-415	250 W. Spring St. #415	Bryce	4	2,014		67.00	0.4500%
250-416	250 W. Spring St. #416	Portman	4	2,417	S-88	81.00	0.5400%
250-417	250 W. Spring St. #417	Lyndon	4	2,654	S-63	89.00	0.5900%
250-511	250 W. Spring St. #511	Findley	5	2,428	S-84	84.00	0.5600%
250-512	250 W. Spring St. #512	Clark	5	1,881	S-54	65.00	0.4300%
250-513	250 W. Spring St. #513	Weldon	5	1,599		55.00	0.3700%
250-514	250 W. Spring St. #514	Glen	5	2,046		70.00	0.4700%
250-515	250 W. Spring St. #515	Bryce	5	2,015	S-65	69.00	0.4600%
250-516	250 W. Spring St. #516	Portman	5	2,419	S-81	83.00	0.5500%
250-517	250 W. Spring St. #517	Lyndon	5	2,654	S-68	91.00	0.6000%
250-611	250 W. Spring St. #611	Findley	6	2,437	S-69	86.00	0.5700%
250-612	250 W. Spring St. #612	Clark	6	1,875		66.00	0.4400%
250-613	250 W. Spring St. #613	Weldon	6	1,600		56.00	0.3700%
250-614	250 W. Spring St. #614	Glen	6	2,047	S-73	72.00	0.4800%
250-615	250 W. Spring St. #615	Bryce	6	2,014		71.00	0.4700%
250-616	250 W. Spring St. #616	Portman	6	2,417		86.00	0.5700%
250-617	250 W. Spring St. #617	Lyndon	6	2,650		94.00	0.6200%
250-711	250 W. Spring St. #711	Findley	7	2,433	S-86, S-95	88.00	0.5800%
250-712	250 W. Spring St. #712	Clark	7	1,871	S-80	68.00	0.4500%
250-713	250 W. Spring St. #713	Weldon	7	1,596		58.00	0.3900%
250-714	250 W. Spring St. #714	Glen	7	2,046	S-92	74.00	0.4900%
250-715	250 W. Spring St. #715	Bryce	7	2,015	S-53	73.00	0.4900%
250-716	250 W. Spring St. #716	Portman	7	2,416		88.00	0.5800%
250-717	250 W. Spring St. #717	Lyndon	7	2,656	S-51	97.00	0.6400%
250-811	250 W. Spring St. #811	Findley	8	2,427		90.00	0.6000%
250-812	250 W. Spring St. #812	Clark	8	1,875		70.00	0.4700%
250-813	250 W. Spring St. #813	Weldon	8	1,599	S-75	60.00	0.4000%
250-814	250 W. Spring St. #814	Glen	8	2,044	S-76	76.00	0.5100%
250-815	250 W. Spring St. #815	Bryce	8	2,018	S-57	75.00	0.5000%
250-816	250 W. Spring St. #816	Portman	8	2,415	S-85	90.00	0.6000%
250-817	250 W. Spring St. #817	Lyndon	8	2,649	S-87	99.00	0.6600%

EXHIBIT C (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PARKS EDGE CONDOMINIUM
Unit Information

Residential Unit Designation	Residential Unit Address	Residential Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF*	Limited Common Element Storage Areas	Par Value/ Voting Rights	Undivided Interest
250-911	250 W. Spring St. #911	Findley	9	2,431	S-64, S-66	93.00	0.6200%
250-912	250 W. Spring St. #912	Clark	9	1,873		72.00	0.4800%
250-913	250 W. Spring St. #913	Weldon	9	1,598		61.00	0.4100%
250-914	250 W. Spring St. #914	Glen	9	2,046	S-82	78.00	0.5200%
250-915	250 W. Spring St. #915	Bryce	9	2,013		77.00	0.5100%
250-916	250 W. Spring St. #916	Portman	9	2,418		93.00	0.6200%
250-917	250 W. Spring St. #917	Lyndon	9	2,643	S-55	101.00	0.6700%
250-1011	250 W. Spring St. #1011	Findley	10	2,431		96.00	0.6400%
250-1012	250 W. Spring St. #1012	Clark	10	1,872		73.00	0.4900%
250-1013	250 W. Spring St. #1013	Weldon	10	1,605		63.00	0.4200%
250-1014	250 W. Spring St. #1014	Glen	10	2,048	S-52	80.00	0.5300%
250-1015	250 W. Spring St. #1015	Bryce	10	2,012		79.00	0.5300%
250-1016	250 W. Spring St. #1016	Portman	10	2,419	S-83	95.00	0.6300%
250-1017	250 W. Spring St. #1017	Lyndon	10	2,649	S-94	104.00	0.6900%
250-1111	250 W. Spring St. #1111	Findley	11	2,432		98.00	0.6500%
250-1112	250 W. Spring St. #1112	Clark	11	1,873		75.00	0.5000%
250-1113	250 W. Spring St. #1113	Weldon	11	1,599		64.00	0.4300%
250-1114	250 W. Spring St. #1114	Custom	11	4,062	S-90	163.00	1.0800%
250-1116	250 W. Spring St. #1116	Portman	11	2,420		97.00	0.6400%
250-1117	250 W. Spring St. #1117	Lyndon	11	2,678	S-96	107.00	0.7100%
250-1212	250 W. Spring St. #1212	Custom	12	4,301	S-93	177.00	1.1700%
250-1213	250 W. Spring St. #1213	Weldon	12	1,598		66.00	0.4400%
250-1214	250 W. Spring St. #1214	Glen	12	2,050		84.00	0.5600%
250-1215	250 W. Spring St. #1215	Custom	12	4,808	S-58	193.00	1.2800%
250-1216	250 W. Spring St. #1216	Portman	12	2,418		99.00	0.6600%
UNITS ADDED HEREBY							
211	211 John H. McConnell Blvd.	Harrison A	1	2,879		73.00	0.4900%
213	213 John H. McConnell Blvd.	Sutton A	1	1,961		50.00	0.3300%
215	215 John H. McConnell Blvd.	Morris A	1	1,958		49.00	0.3300%
217	217 John H. McConnell Blvd.	Malone	1	1,714		43.00	0.2900%
219	219 John H. McConnell Blvd.	Bennett A	1	1,601		40.00	0.2700%
225-201	225 John H. McConnell Blvd., #201	Harrison	2	2,888		73.00	0.4900%
225-203	225 John H. McConnell Blvd., #203	Sutton B	2	1,971		50.00	0.3300%

EXHIBIT C (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PARKS EDGE CONDOMINIUM
Unit Information

Residential Unit Designation	Residential Unit Address	Residential Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF*	Limited Common Element Storage Areas	Par Value/ Voting Rights	Undivided Interest
225-205	225 John H. McConnell Blvd., #205	Morris	2	1,970		50.00	0.3300%
225-207	225 John H. McConnell Blvd., #207	Grayson	2	2,510		64.00	0.4300%
225-209	225 John H. McConnell Blvd., #209	Bennett	2	1,529		38.00	0.2500%
225-301	225 John H. McConnell Blvd., #301	Harrison	3	2,881		93.00	0.6100%
225-303	225 John H. McConnell Blvd., #303	Sutton B	3	1,968		64.00	0.4100%
225-305	225 John H. McConnell Blvd., #305	Morris	3	1,963		64.00	0.4100%
225-307	225 John H. McConnell Blvd., #307	Grayson	3	2,496		81.00	0.5200%
225-309	225 John H. McConnell Blvd., #309	Bennett	3	1,513		49.00	0.3100%
225-401	225 John H. McConnell Blvd., #401	Harrison	4	2,879	S-101, S-102, S-103, S-104, S-105, S-106, S-107, S-108, S-109, S-110, S-111, S-112, S-113, S-115, S-116, S-117, S-118, S-119, S-120, S-121, S-122, S-123, S-124, S-125, S-126, S-127, S-128, S-129, S-130	93.00	0.6100%
225-403	225 John H. McConnell Blvd., #403	Sutton B	4	1,990		67.00	0.4400%
225-405	225 John H. McConnell Blvd., #405	Morris	4	1,967		66.00	0.4300%
225-407	225 John H. McConnell Blvd., #407	Grayson	4	2,501		85.00	0.5500%
225-409	225 John H. McConnell Blvd., #409	Bennett	4	1,541		51.00	0.3200%
225-501	225 John H. McConnell Blvd., #501	Harrison	5	2,881		94.00	0.6200%

EXHIBIT C (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PARKS EDGE CONDOMINIUM
Unit Information

Residential Unit Designation	Residential Unit Address	Residential Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF*	Limited Common Element Storage Areas	Par Value/ Voting Rights	Undivided Interest
225-503	225 John H. McConnell Blvd., #503	Sutton C	5	2,196		70.00	0.4700%
225-505	225 John H. McConnell Blvd., #505	Morris	5	2,104		69.00	0.4600%
225-507	225 John H. McConnell Blvd., #507	Grayson A	5	2,732	S-114	88.00	0.5800%
225-509	225 John H. McConnell Blvd., #509	Bennett	5	1,520		51.00	0.3400%
225-601	225 John H. McConnell Blvd., #601	Harrison	6	2,881		96.00	0.6400%
225-603	225 John H. McConnell Blvd., #603	Sutton C	6	2,209		74.00	0.4900%
225-605	225 John H. McConnell Blvd., #605	Morris	6	2,109		71.00	0.4700%
225-607	225 John H. McConnell Blvd., #607	Grayson A	6	2,724		91.00	0.6000%
225-609	225 John H. McConnell Blvd., #609	Bennett	6	1,517		51.00	0.3400%
225-701	225 John H. McConnell Blvd., #701	Harrison	7	2,884		99.00	0.6600%
225-703	225 John H. McConnell Blvd., #703	Sutton C	7	2,190		75.00	0.5000%
225-705	225 John H. McConnell Blvd., #705	Morris	7	2,109		73.00	0.4900%
225-707	225 John H. McConnell Blvd., #707	Grayson A	7	2,725		94.00	0.6200%
225-709	225 John H. McConnell Blvd., #709	Bennett	7	1,514		52.00	0.3500%
225-801	225 John H. McConnell Blvd., #801	Harrison	8	2,880		102.00	0.6800%
225-803	225 John H. McConnell Blvd., #803	Sutton C	8	2,203		78.00	0.5200%
225-805	225 John H. McConnell Blvd., #805	Morris	8	2,095		75.00	0.5000%
225-807	225 John H. McConnell Blvd., #807	Grayson A	8	2,722		96.00	0.6400%
225-809	225 John H. McConnell Blvd., #809	Bennett	8	1,519		53.00	0.3500%
225-901	225 John H. McConnell Blvd., #901	Harrison	9	2,876		104.00	0.6900%
225-903	225 John H. McConnell Blvd., #903	Sutton C	9	2,969		79.00	0.5300%

EXHIBIT C (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PARKS EDGE CONDOMINIUM
Unit Information

Residential Unit Designation	Residential Unit Address	Residential Unit Floor Plan Name	Unit Floor Level	Approximate Gross Interior SF*	Limited Common Element Storage Areas	Par Value/ Voting Rights	Undivided Interest
225-905	225 John H. McConnell Blvd., #905	Morris	9	2,094		77.00	0.5100%
225-907	225 John H. McConnell Blvd., #907	Grayson A	9	2,726		99.00	0.6600%
225-909	225 John H. McConnell Blvd., #909	Bennett	9	1,509		55.00	0.3700%
225-1001	225 John H. McConnell Blvd., #1001	Harrison	10	2,875		107.00	0.7100%
225-1003	225 John H. McConnell Blvd., #1003	Sutton C	10	2,206		82.00	0.5400%
225-1005	225 John H. McConnell Blvd., #1005	Morris	10	2,105		79.00	0.5300%
225-1007	225 John H. McConnell Blvd., #1007	Grayson A	10	2,724		101.00	0.6700%
225-1009	225 John H. McConnell Blvd., #1009	Bennett	10	1,513		56.00	0.3700%

* All measurements are approximate and do not include porches, balconies, storage areas outside of Units, parking, or shared common areas. These measurements are not the same measurements used for rental and sales purposes.

EXHIBIT D

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Unit Types, Floor Plans and Par Values

WEST BUILDING

1. The Wicker has a floor plan as follows: a great room including a kitchen/dining/living area with a balcony, a powder room, a master suite with two walk-in closets and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

2. The Shelby has a floor plan as follows: a great room including a kitchen/dining/living area with a balcony, a powder room, a master suite with two walk-in closets and a full bath, a guest suite with a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

3. The Baker has a floor plan as follows: a great room including a kitchen/dining/living area with a balcony, a powder room, a master suite with two walk-in closets and a full bath, a guest suite with a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

4. The Bryant has a floor plan as follows: a great room including a kitchen/dining/living area with a balcony, a powder room, a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

5. The Madison has a floor plan as follows: a great room including a kitchen/dining/living area with a balcony, a powder room, a master suite with a walk-in closet and a full bath, a guest suite with a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

6a. The Franklin has a floor plan as follows: a great room including a kitchen/dining/living area with a balcony, a pantry, a full bath, second family room, a master suite with two walk-in closets and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

6b. The Franklin has a floor plan as follows: a great room including a kitchen/dining/living area with two balconies, a pantry, a full bath, second family room, a master suite with two walk-in closets and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

7. The Dawson has a first floor plan as follows: a great room including a kitchen/dining/living area with a patio and a powder room. The Dawson has a second floor plan as follows: a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath, a loft and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

8. The Martin has a first floor plan as follows: a great room including a kitchen/dining/living area with a patio and a powder room. The Martin has a second floor plan as follows: a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

9. The Lincoln has a first floor plan as follows: a great room including a kitchen/dining/living area with a patio and a powder room. The Lincoln has a second floor plan as follows: a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

EXHIBIT D (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Unit Types, Floor Plans and Par Values

WEST BUILDING (Continued)

10. The Griffith has a first floor plan as follows: a great room including a kitchen/dining/living area with a patio and a powder room. The Griffith has a second floor plan as follows: a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath, a loft and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

11. The Marcus has a first floor plan as follows: a great room including a kitchen/dining/living area, a pantry, a patio and a powder room. The Marcus has a second floor plan as follows: a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

12. The Kincaid has a first floor plan as follows: a great room including a kitchen/dining/living area with a patio and a powder room. The Kincaid has a second floor plan as follows: a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

13. The Jefferson has a first floor plan as follows: a great room including a kitchen/dining/living/sitting area with a patio, a powder room, a bedroom suite with a walk-in closet and a full bath. The Jefferson has a second floor plan as follows: two bedroom suites each with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

14. The York has a first floor plan as follows: a great room including a kitchen/dining/living area, a pantry, a patio and a powder room. The York has a second floor plan as follows: a master suite with a walk-in closet and a full bath, a guest suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

15. The Grant has a floor plan as follows: a great room including a kitchen/dining/living area with a balcony, a powder room, a master suite with a walk-in closet and a full bath and a laundry room. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

16. Unit 250-721 consists of a portion of floor seven with two (2) balconies and a floor plan determined based on individual buyers' desires. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

17. Unit 250-824 consists of a portion of floor eight with two (2) balconies and a floor plan determined based on individual buyers' desires. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

18. Unit 250-1125 consists of a portion of floor eleven with two (2) balconies and a floor plan determined based on individual buyers' desires. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

19. Unit 250-1221 consists of the entire twelfth (12th) floor with six (6) balconies and a floor plan determined based on individual buyers' desires. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

EAST BUILDING

1. The Guilford has a first floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, and a private patio. The Guilford has a second floor plan as follows: an upstairs corridor, a laundry room, a master suite including a full bathroom and master closet, a guest suite including a full bathroom and closet, and a third bedroom including a full bathroom and closet. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

EXHIBIT D (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Unit Types, Floor Plans and Par Values

EAST BUILDING (Continued)

2. The Morrison has a first floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, and a private patio. The Morrison has a second floor plan as follows: an upstairs corridor, laundry room, a master suite including a full bathroom and closet, and a guest suite including a full bathroom and closet. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

3. The Liberty has a first floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, and a private patio. The Liberty has a second floor plan as follows: an upstairs corridor, a laundry room, a master suite including a full bathroom and closet, and a guest suite including a full bathroom and closet. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

4. The Anderson has a first floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, and a private patio. The Anderson has a second floor plan as follows: an upstairs corridor, a laundry room, a master suite including a full bathroom and closet, and a guest suite including a full bathroom and closet. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

5. The Russell has a first floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a laundry room, a master suite including a full bathroom and closet, and a private patio. The Russell has a second floor plan as follows: a guest suite including a full bathroom and closet and a loft. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

6. The Thompson has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a laundry room, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a walkup patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

7. The Warner has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a laundry room, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a walkup patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

8. The Holton has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a walkup patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

9. The Holton 2 has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

10. The Patterson has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a linen closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

EXHIBIT D (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Unit Types, Floor Plans and Par Values

EAST BUILDING (Continued)

11. The Booker has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, a powder bathroom, an entry closet, a laundry room, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

12. The Stratton has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

13. The Findley has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

14. The Clark has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

15. The Glen has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

16. The Bryce has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

17. The Lyndon has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a linen closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

18. The Portman has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

19. The Weldon has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a full bathroom and closet, a guest suite including a full bathroom and closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

EXHIBIT D (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Unit Types, Floor Plans and Par Values

EAST BUILDING (Continued)

20. Unit 250-1114 consists of a portion of floor eleven with two (2) balconies and a floor plan determined based on individual buyers' desires. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

21. Unit 250-1212 consists of a portion of floor twelve with two (2) balconies and a floor plan determined based on individual buyers' desires. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

22. Unit 250-1215 consists of a portion of floor twelve with two (2) balconies and a floor plan determined based on individual buyers' desires. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

BUILDING ADDED HEREBY

1. The Harrison A has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including two closets, a linen closet, and a bathroom, a guest suite including a closet and bathroom, a bonus room including a closet, and a private patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

2. The Harrison has a floorplan that follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including two closets and a bathroom, a linen closet, a guest suite including a closet and bathroom, a bonus room including a closet, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

3. The Sutton A has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a closet and a bathroom, a linen closet, a guest suite including a closet and bathroom, and a private patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

4. The Sutton B has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a powder bathroom, a master suite including a closet and a bathroom, a linen closet, a guest suite including a closet and bathroom, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C.**

5. The Sutton C has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, a bonus room, an entry closet, a laundry room, a powder bathroom, a master suite including two closets, a linen closet, and a bathroom, a guest suite including a closet and bathroom, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

6. The Morris A has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a laundry room, a master suite including one closet and a bathroom, a linen closet, a guest suite including two closets and bathroom, and a private patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

7. The Morris has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a laundry room, a master suite including two closets, a linen closet, and a bathroom, a guest suite including a closet and bathroom, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

EXHIBIT D (Continued)

FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
PARKS EDGE CONDOMINIUM

Unit Types, Floor Plans and Par Values

8. The Grayson has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a master suite including two closets and a bathroom, a laundry room, a guest suite including a closet and bathroom, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

9. The Grayson A has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a master suite including two closets and a bathroom, a laundry room, a guest suite including a closet and bathroom, a bonus room, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

10. The Bennett A has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a master suite including a closet, and a bathroom, a guest suite including a closet and bathroom, and a private patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

11. The Bennett has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a laundry room, a master suite including a closet, and a bathroom, a guest suite including a closet and bathroom, and a private balcony. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.

12. The Malone has a floor plan as follows: a great room including a kitchen/dining/living area, a pantry, an entry closet, a powder bathroom, a laundry room, a master suite including a closet, and a bathroom, a guest suite including a closet and bathroom, and a private patio. Each unit of this type contains the applicable number of square feet and has the applicable par value as shown on **Exhibit C**.