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DEC 08 2022

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

DECLARATION OF CONDOMINIUM

AND

BY-LAWS OF CONDOMINIUM ASSOCIATION

FOR

Quarry Trails Homes Condominium

Franklin County Auditor

By Julia Ogden
Deputy Auditor

This instrument prepared by

Robert M. Curry, Esq.
Thompson Hine LLP
10050 Innovation Dr., Suite 400
Dayton, Ohio 45342

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QUARRY TRAILS HOMES CONDOMINIUM

This is the Declaration of Quarry Trails Homes Condominium made on or as of the 2nd day of December, 2022, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

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

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

Definitions

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

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

2. "Annual Assessments" mean the charges for annual Common Expenses of the Association determined pursuant to Article XV, Section 3(a) of this Declaration.

3. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Quarry Trails Homes Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).

4. "Assessments" mean the Initial Assessment, Annual Assessments, the Special Assessments and the Special Individual Unit Assessments.

5. "Association" and "Quarry Trails Homes Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.

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

7. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

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

9. "Common Expenses" means those expenses designated as such in the Condominium Act, or in accordance with the provisions of the Condominium Instruments, or both.

10. "Community Charges" means the fees, assessments and charges payable by the Units as "Parcels" under the Master Association Declaration.

11. "Condominium" and "Quarry Trails Homes Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

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

14. "Condominium Organizational Documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

15. "Condominium Property" means the real property described in Exhibit A attached to this Declaration. The Condominium Property also includes all present and future buildings, fixtures, improvements and structures located on the real property, all items of personal property located on the real property and designated by Declarant as being included in the Condominium Property, and all easements, rights, privileges and appurtenances belonging to the real property. The Condominium Property encompasses all of the Units and all of the Common Elements.

16. "Declarant" means QT Homes I, LLC, an Ohio limited liability company, and its successors and assigns, provided that such successors are specifically identified by Declarant as its successors and assigns with respect to such rights.

17. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

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

19. "Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

20. "Eligible Holder of a First Mortgage Lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgage Liens. The current mortgage holders on the Property, Pathways Financial Credit Union and Ohio Water Development Authority, are both hereby recognized as Eligible Holders of a First Mortgage Lien.

21. "Initial Assessment" means the one-time assessment levied at the time of the initial sale of a Unit a provided in Article XV, Section 3(d).

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, and is that portion of the Condominium Property constituting "Limited Common Elements" of the Condominium under the provisions of the Condominium Act.

23. "Master Association" means Quarry Trails Master Association, which is an Ohio non-profit association responsible for the administration and enforcement of the Master Association Declaration.

24. "Master Association Declaration" means the Master Declaration of Covenants, Conditions, Restrictions, Easements and Assessments established with respect to the entire Quarry Trails Development, of which the Condominium Property is a part, as the same may be amended from time to time.

25. "NCA" means the Marble Cliff Quarry Community Authority, a body politic and corporate organized under Chapter 349 of the Ohio Revised Code, or its successors or assigns pursuant to the NCA Declaration.

26. "NCA Declaration" means the Declaration establishing community charges and other fees applicable to the Quarry Trails Development pursuant to which the NCA will finance the construction and maintenance of the NCA Facilities, as the same may be amended from time to time.

27. "NCA Facilities" means the real property now or hereafter owned, controlled or managed by the NCA for the benefit of the Quarry Trails Development.

28. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner, including any tenant, agent, guest, invitee, customer, officer, employee, subtenant or other user authorized by a person lawfully in possession.

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

30. "Quarry Trails Development" means the real property subjected to the Master Association Declaration, consisting of four primary areas: the Mixed Use Area; the Homes Area (which is the Property subject to this Declaration); the Ridge Homes Area; and the Flats and Townhomes Area, all as more particularly described in the Master Association Declaration, as the same may be amended from time to time.

31. "Rules and Regulations" mean any rules and regulations from time to time adopted by the Board pursuant to its authority under this Declaration.

32. "Special Assessments" mean the special assessments that may be levied by the Association for any deficiency in the Annual Assessments pursuant to Article XV, Section 3(a)(4) or for capital improvements to the Common Elements pursuant to Article XV, Section 3(b).

33. "Special Individual Unit Assessments" mean the assessments that may be levied against an individual Unit pursuant to Article XV, Section 3(c) of this Declaration.

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

35. "Unit Owner," "Owner," "Unit Owners," 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 Ohio's non-profit corporation statutory act.

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Columbus, Franklin County, Ohio, is attached hereto and marked "Exhibit A". Declarant submits the Condominium Property to the condominium form of ownership under the Condominium Act. Declarant declares that the ownership of the Condominium Property is divided into freehold estates; each Unit is a freehold estate owned by the Unit Owner of that Unit, and the Common Elements are a single freehold estate owned by Owners in the undivided percentages of interests set forth in Article VI, Section 3.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Quarry Trails Homes Condominium." The right to use this name is subject to the terms and conditions of that certain Intercompany Trademark License between Wagenbrenner Development, Inc. and Marcel Cliff Canyon, LLC (the "License Agreement"), Marble Cliff Canyon, LLC (by its joinder in this Declaration as set forth below) hereby grants to the Association and the Condominium a royalty-free, non-exclusive sublicense (without the right to grant further sublicenses) to use the name "Quarry Trails" and the trademarks QUARRY TRAILS, QUARRY TRAILS in stylized font, and QT and Design (the letters "QT" drawn inside a diamond) (collectively, the "Licensed Marks" as further defined in the License Agreement) for use solely in connection with (i) the name of the Association and the Condominium and (ii) community association services (i.e., homeowners, condominium, and/or commercial condominium services, as the case may be). The Association on behalf of itself and the Condominium agrees and acknowledges that except for the foregoing sublicense it shall have no ownership or other right, title, or interest in or to any of the Licensed Marks. The Association on behalf of itself and the Condominium agrees to be bound by all applicable terms and conditions of the License Agreement.

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose prohibited by the Master Association Declaration or for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Elements 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, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such Rules and Regulations as may from time to time be promulgated by the Board.

(c) Limited Common Elements Uses. Except as specifically provided otherwise herein, those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, blinds or curtains or other window treatment) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or (to the extent that such limitation is not prohibited by law) television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a porch, patio or balcony unless authorized by the Board, and subject to such Rules and Regulations as the Board may adopt from time to time. The Board may designate locations for antennae, and may require coverings for such devices, to the extent not prohibited by law.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. The Board may, if it determines that an owner has allowed the Unit or Limited Common Elements appurtenant to a Unit to become unsightly, enter the Unit or come on the Limited Common Elements to clean debris and maintain the Unit and/or landscaping, and charge the owner the cost thereof (plus any other fees and penalties assessed pursuant to the Rules and Regulations of the Board in connection therewith), which shall become a Special Individual Unit Assessment against such Unit.

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

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, (including, without limitation, rental through hospitality or vacation rental websites like "Airbnb" or "VRBO") which transient or hotel purposes is defined as: (i) rental for any period less than thirty (30) days; or (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a unit to the Condominium shall be in writing, shall provide that the tenant 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 lessee to comply with the terms of the Condominium Organizational Documents and lawful Rules and Regulations shall be a default under the lease, and shall further agree that if the Association notifies such tenant that the assessments on such Unit are delinquent, that the tenant shall remit its rent payment to the Association for disbursement (first to such arrearages, with the remainder going to the Owner) until such arrearages are satisfied.

No tenant shall have any rights to occupy a Unit or to use the Common Areas until notice has been provided to the Association identifying the Unit being leased and advising the Association of the commencement and expiration dates of the lease term and the names, mailing addresses, and business and home telephone numbers of the Owners, tenants and occupants.

(h) Sex Offenders. No person who:

(i) is adjudicated or designated to be a sexual predator or a habitual sex offender by an appropriate court or law enforcement agency, and

(ii) is required to register with a designated registering agency

under the laws of the State of Ohio pursuant to the Ohio Sex Offenders Act, or any similar laws or ordinances of the State of Ohio, any other state or federal jurisdiction, or any political subdivision of any of the foregoing, as the same may be, from time to time amended

may reside in or occupy a Unit for any length of time, nor enter upon the Condominium Property as a guest, visitor, employee or contractor of a Unit Owner or Occupant of any Unit.

The Association may enforce the provisions of this section by commencing an action to enjoin such person from occupying a Unit and/or from coming on the Condominium Property; or to evict such person; or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and all costs in connection therewith, including attorneys and paralegal fees, shall be charged to the Unit and the Owner of the Unit in which such person resides or of which such person is a guest, visitor, employee or contractor, as an Special Individual Unit Assessment, enforceable in accordance with the provisions of this Declaration.

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

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

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

(l) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Elements shall be subject to such Rules and Regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(n) Wood-Burning Fire Pits. Unit Owners are cautioned about the fire potential arising from wood-burning fire pits. Subject to any applicable Rules and Regulations, Unit Owners may place wood-burning fire pits on their patios, provided that the wood-burning fire pit must be elevated on legs a minimum of 5" – 6" above the patio surface to provide air flow between the patio surface and the fire pit.

(o) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance.

The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

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

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

(3) prior to the commencement of any lease of a Unit; and

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

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

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

(q) Architectural Control. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owner's successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(r) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

In the initial phase of the Condominium, there are 16 detached residential buildings, containing one (1) Unit each, for a total of 16 Units. The number of bedrooms, square footages, and whether an individual Unit includes a porch, balcony or patio(s) is shown on the Drawings filed with this Declaration. The buildings are of wood frame construction on poured concrete slabs with vinyl exterior and both metal and asphalt shingle roofs. The buildings are located as shown on the Drawings, and each Unit has access to the Common Elements which have direct access to a publicly dedicated right-of-way.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the 16 Units are designated on the Drawings by a number which corresponds to the Unit's address. The Unit designations for the 16 Units are set forth in Exhibit B.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the building (residence and garage), including, without limitation, all interior space and exterior surfaces, designated by that Unit's designation on the Drawings and all improvements therein as constructed or as reconstructed in substantial accordance with the original drawings. Without limiting the generality of the foregoing, each Unit shall include:

(1) all walls (including doors and windows), the roof and foundation of the Unit and buildings comprising the Unit (including, without limitation, the improvements constructed within the buildings) and all interior and exterior surfaces thereof;

(2) all fixtures, equipment and appliances installed for the exclusive use of the Unit or any Limited Common Element appurtenant to that Unit, whether located inside or outside of the Unit;

(3) all control knobs, switches, thermostats and electrical outlets exclusively serving the Unit or the foregoing fixtures, equipment and appliances or installed for the exclusive use of the Unit or the Limited Common Elements appurtenant to the Unit; and

(4) all plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts, conduits, or other systems which serve equipment and appliances which are a part of the Unit, or installed for the exclusive use of the Unit or the Limited Common Elements appurtenant to that Unit;

excluding therefrom, however, all plumbing, electric, heating, cooling and other utility or service lines, pipes, and accessories thereto, wires, ducts and conduits which are not located in the immediate vicinity of the Unit or which serve any other Unit.

(b) Unit Sizes; Locations and Components. The location of each part of each Unit and the number of rooms in each Unit are shown on the Drawings. The approximate size of each Unit's interior is set forth in Exhibit B. The Declarant reserves the right to modify interior features.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Elements. Except for easements and rights for maintaining sales, rental and marketing facilities, for repairing and completing improvements in the Condominium, and for access and utility service to the Additional Property, and except in its capacity as a Unit Owner of unsold Units, the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements. Each Unit typically will have Limited Common Elements along the front, rear and side of the building footprint that comprises the Unit, which, subject to easements set forth in this Declaration or other recorded documents and applicable rights and obligations of the Association, the Master Association and the NCA, will be reserved for the exclusive use of the owners and Occupants of the Unit(s) designated to be served by the same. The Limited Common Elements typically include landscape areas, a concrete masonry wall between the Unit and the adjoining alley, and, in some cases, a retaining wall.

Section 3. Undivided Interest. The initial undivided interest in the Common Elements of each Unit is shown on Exhibit B, and is based upon each Unit's interest being equal. 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. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Elements shall be reallocated based upon each Unit having an equal percentage interest in the Common Elements.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

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

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

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

Section 4. Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant or its successors, the Unit Owners shall meet, and from and after that date there shall be six Directors. The Unit Owners other than the Declarant shall elect one-third (two) of the Directors at such meeting and the Declarant shall designate the other two-thirds (four) of the Directors, which six Directors shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this and the following paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created, which is two hundred ninety-seven (297).

Within sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain, but in no event later than the earlier to occur of: (i) the sale and conveyance of 223 Units; or (ii) the fifth anniversary of the establishment of the Association, the Association shall meet and all Unit Owners, including the Declarant, shall elect six Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. (The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.) The terms of the six Directors shall be staggered so that the terms of two of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms.

Notwithstanding the foregoing, Declarant shall have the right at any time to hold the meetings described in the preceding two paragraphs at a date earlier than required by the preceding provisions, or to waive its right to select one or more Directors, or to waive its right to vote in an election of Directors.

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

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

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

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

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

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

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

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 3 of Article XVII of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are Common Expenses.

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

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

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements, including the right to permit the Master Association to assume control of certain Common Elements (such as sidewalks and alleys), and to permit the NCA to assume control of Common Elements that are intended to constitute NCA Facilities;

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

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

(m) Promulgate and, pursuant to Section 6 of Article VII, impose reasonable enforcement assessments for violations of the Declaration, the By-laws, and the Rules and Regulations of the Association, and reasonable charges for damage to the Common Elements or other property;

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

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

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

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

(r) Suspend the voting privileges and use of common facilities of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of Assessments for more than thirty days;

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

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

(u) Exercise powers that are:

(1) Conferred by this Declaration or the By-laws, or the law of the State of Ohio;

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

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

(4) Necessary and proper for the government and operation of the Association.

Section 6. Procedures for Enforcement of Violations.

(a) Notice. Prior to imposing charges for damages to the Common Elements or other property, or Assessments for the enforcement of violations of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

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

(2) the amount of the proposed charge or Assessment;

(3) a statement that the owner has a right to a hearing before the Board to contest the proposed charge or Assessment;

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

(5) a reasonable date by which the Unit Owners must cure the violation to avoid the proposed charge or Assessment.

(b) Hearing. A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or

enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or Assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or Assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or Assessment, the Board shall deliver a written notice of the charge or Assessment to the Unit Owners.

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

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

(ii) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 7. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a Common Expense, provided, however, that any agreement for professional management: shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude the Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, as required by an institutional first mortgagee or agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice, provided that any management contract entered into with the Declarant prior to the meeting at which control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners.

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

51% of Units subject to such mortgages held by eligible holders, may require the Association to perform and supply an audit of the Association's financial records.

Section 8. Veterans Administration Limitations During Declarant Control Period. Prior to the time that the Declarant has turned over control of the Association to the members, if the Veterans Administration has guaranteed any loan secured by a Unit in the Condominium, all of the following actions must have the prior approval of the Veterans Administration:

A Any Amendment of the Declaration which includes adding, deleting or modifying any provision regarding the following:

(1) Assessment basis or Assessment liens;

(2) Any method of imposing or determining any charges to be levied against individual Unit Owners;

(3) Reserves for maintenance, repair or replacement of Common Element improvements;

(4) Maintenance obligations;

(5) Allocation of rights to use Common Elements;

(6) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;

(7) Reduction of insurance requirements;

(8) Restoration or repair of Common Element improvements;

(9) The addition, annexation or withdrawal of land to or from the project;

(10) Voting rights;

(11) Restrictions affecting leasing or sale of a Unit;

(12) Any provision which is for the express benefit of mortgagees;

(13) The rights of any specific class of members;

(14) Termination of the Declaration;

(15) Dissolution of the Association except pursuant to a consolidation or merger; or

(16) Conveyance of all Common Elements.

B Any of the following actions taken by the Association:

(1) Merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the subject Association);

(2) Determining not to require professional management if that management has been required by the Association documents, a majority of eligible mortgagees or a majority vote of the members;

(3) Expanding the Association to include land not previously described as additional land which increases the overall land area of the project or number of Units by more than 10 percent;

(4) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority: (iii) limited boundary-line adjustments made in accordance with the provisions of the Declaration or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject Association);

(5) Using insurance proceeds for purposes other than construction or repair of the insured improvements;

(6) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget);

(7) Terminating the Declaration;

(8) Dissolving the Association except pursuant to a consolidation or merger; or

(9) Conveying all Common Elements.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, is:

Rudy Wesolek
842 North 4th Street, Suite 200
Columbus, Ohio 43215

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Subordination to Master Association Declaration. The Property is part of the property subjected to the Master Association Declaration. To the extent that any of the Common Elements under this Declaration also constitute Common Elements under the Master Association Declaration, the Master Association may be responsible for performing the maintenance, management, security and other services that relate to those Common Elements, all as more fully provided in the Master Association Declaration. This Declaration and the Condominium are subject and subordinate to, and bound by all terms of, the Master Association Declaration.

The Master Association Declaration further establishes certain Community Charges. The Community Charges applicable to the Units in the Condominium are governed by the Master Association Declaration. It is anticipated that these charges will be added to, and become part of, the Common Expenses payable by the Unit Owners to the Association, and the Association, in turn, will then remit such amounts to the Master Association. Similarly, the NCA will establish charges under the NCA Declaration that will be payable either by the Master Association, by agreement with the NCA, and included in the Community Charges, or assessed as part of the real estate tax bills issued to the individual Units. The provisions of the NCA Declaration shall control over anything to the contrary in this Declaration.

Section 2. Association Responsibility. Subject to the provisions of Section 1, to the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds for such purposes, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Elements. The Association is not responsible for the maintenance of Limited common Elements except that, to the extent a Unit includes a landscaped area as a Limited Common Element in the front of the Unit, the Association shall maintain the landscaping in the front of the Unit. The Association-maintained landscaped areas are designated as such on the Drawings. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to Common Elements, that exceed the time periods for the Declarant's warranty under §5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 3. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and, to the extent that the maintenance thereof is not required by law to be performed by the Association, Limited Common Elements that are not the responsibility of the Association pursuant to Section 2 of this Article. Notwithstanding the foregoing, the Association may, by a vote of the Board, undertake the maintenance of portions of the area defined in this Declaration as being part of a Unit, provided that such undertaking is uniformly and consistently done with regard to all Units. Without limiting the generality of the foregoing (and to the extent that the Board has not promulgated regulations requiring the same to be performed by the Association) this individual repair and maintenance responsibility shall include repair and maintenance of all structural (foundation, roof, exteriors, etc.) mechanical and electrical systems, and all windows, screens, garage doors and other doors (including frames, sashes and jambs, and the hardware and garage door openers therefor) and cleaning and housekeeping of the interiors of any Limited Common Elements; and any improvements and lighting fixtures therein. To assure the quality of repairs, consistency and uniformity of appearance and similar factors, the Board may adopt maintenance standards (enforceable as Rules and Regulations), governing timing, materials, contractors, workmanship and other elements of repairs and maintenance that the Unit Owners are obligated to perform.

In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Elements (including Limited Common Elements) is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law; or in the event that the roof shows damage exceeding normal wear and tear, then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association shall constitute a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. In the event any utility service is not separately metered the cost thereof shall be a Common Expense and paid by the Association, and allocated among the Units in accordance with the provisions of Article XV, below.

ARTICLE XI

INSURANCE; LOSSES BONDS

Section 1. Unit Owner's Fire and Extended Coverage Insurance. Each Unit Owner shall bear the risk of loss of, and shall obtain and continuously maintain (and shall be responsible for providing the Association with evidence of currently effective), fire and extended coverage with respect to the Unit Owner's Unit and appurtenant Limited Common Elements. Such insurance shall cover all portions of the Unit against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "Special Perils" or "all risk" endorsement, where such is available in the locale of the Condominium Property. Such policies shall be written in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of $10,000 or 1% of the face amount of the policy. This insurance:

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

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage. The carrier's charter, by-laws or policy may not make loss payments contingent upon

action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds;

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the then latest edition of *Best's Insurance Reports*, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(d) shall provide that its coverage is primary, and include the Association as a loss payee (as trustee for the benefit of the individual Unit Owner(s) and their mortgage holders), or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to include the Association as a loss payee (as trustee for the use of the individual Unit Owner(s) and their mortgage holders) or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders as their interests may appear;

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

(g) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and boiler and machinery endorsements, where applicable, and such other endorsements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium.

The cost of this insurance shall be paid by the respective Unit Owners. In the event that the Owner of a Unit fails to obtain such insurance, or fails to provide the Association with evidence of such continuing insurance prior to the expiration of any previous policy on the Owner's Unit, the Association may obtain such insurance and charge the costs thereof (plus 10% as an administrative fee) against the individual Unit

and the Owners of such Unit as a Special Individual Unit Assessment.

Section 2. Association's Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, and all supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard "Special Form" (formerly known as "all risk") endorsement, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of $10,000 or 1% of the face amount of the policy. Unless the Board determines that any of the following is not available at reasonable rates, this insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment located within Common Elements including any items for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, which items are not required to be covered by the Unit Owner's policies pursuant to Section 1 of this Article;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or against any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage. The carriers charter, by-laws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any Unit Owner or holder, insurer or guarantor of a first mortgage on a Unit, from collecting insurance proceeds;

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIM, or better, as determined by the then latest edition of *Best's Insurance Reports*, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(d) shall provide that its coverage is primary, (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries on

the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit;

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee, as their interests may appear;

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

(g) shall contain provisions recognizing any insurance trust agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and such other endorsements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium.

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

Section 3. Liability Insurance. The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, ($1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 4. Fidelity Coverage. The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, Directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months worth of Assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for not-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law (including, without limitation, workers' compensation, flood insurance (if any portion of the improvements in the Condominium Property are in a Special Flood Hazard Area) and similar insurance where applicable) or required by The Mortgage Corporation, Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. All insurance shall be obtained from generally acceptable insurance carriers, and the premiums for all such insurance described in Sections 1 through 4 of this Article XI, obtained by the Association, shall be paid by the Association as a Common Expense.

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

Section 7. Unit Owners' Additional 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. 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 on Common Elements. In the event the improvements forming a part of the Common Elements or any portion thereof or other property required to be insured by the Association shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Holders of First Mortgage Liens, 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 on Common Elements. In the event the improvements forming a part of the Common Elements or any portion thereof, and/or required to be insured by the Association hereunder, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Eligible Holders of First Mortgage Liens 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 as a Special Individual Unit Assessment 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. Compliance with Institutional Requirements. Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium. In the event that any required coverage or endorsement described in this Article XI is not available at commercially reasonable cost, such required coverage may be replaced by coverage which does not violate any requirements of the secondary mortgage market including The Mortgage Corporation, Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in Condominiums.

ARTICLE XII

RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. Repair or Restoration of Damage to Units. In the event of damage or destruction of a Unit, the Owner of such Unit shall be solely responsible for the prompt repair and restoration of such Unit to a condition comparable to the that which existing prior to such damage or destruction. Any insurance proceeds in excess of $10,000 which come into the hands of the Unit Owners or their mortgagees shall be held in trust for, and promptly turned over to, the Association. The Association, or an insurance trustee selected by the Association, shall make any insurance proceeds which come into its possession, available for disbursement in connection with the repair and restoration of the Unit. Such funds shall be

disbursed in proportion to the percentage of work complete in such repair and restoration. To the extent that such repair and restoration affects the exterior appearance of a Unit, all plans and specifications for the repair must be approved in accordance with the procedures established by Section 2(p) of Article III, and all contractors selected for such repair and restoration are subject to the reasonable approval of the party (either the Declarant or the Board or its designated representative) exercising the right of architectural control.

In the event that the Owner of a damaged or destroyed Unit does not promptly commence and diligently pursue the repair and restoration of the Unit to completion, the Association may do so and all costs incurred by the Association, after application of any insurance funds which come into its possession (including, without limitation, attorneys' fees to the extent not prohibited by Ohio law) shall be charged as an Special Individual Unit Assessment against the unrestored Unit and its Owner. Such Special Individual Unit Assessment may be based upon the Association's estimate of all costs which may be incurred by the Association in performing such repair and restoration, which estimate may be made and assessment levied prior to the commencement of any work, and in unpaid within 30-days after assessment, may be secured by a lien against the Unit prior to the commencement of any repairs.

Notwithstanding any provision in this Section to the contrary, the foregoing requirements shall not apply to Units owned by the Declarant, which Units shall be restored by the Declarant without the necessity of depositing funds with the Association nor of obtaining any approvals from any other party.

Section 2. Repair or Restoration of Damage to Common Elements. In the event of damage to or destruction of Common Elements (excluding any Limited Common Element yard areas) the Association may, with the prior written consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) and the consent of Eligible Holders of First Mortgage Liens on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage Liens appertain, determine not to repair or restore such damage or destruction. Notwithstanding any such election and notwithstanding the provisions of Section 5311.14(b) of the Ohio Revised Code (the provisions of this section being intended to provide otherwise than as provided in the condominium statute), there shall be no dissolution of the Condominium unless the same is approved by all Unit Owners.

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. Notwithstanding the foregoing, the Association shall not settle any loss with regard to the taking of a Unit or the Limited Common Elements appurtenant to a Unit, without the consent of the Owners of such Unit. With regard to the settlement of any loss of Common Elements outside of Limited Common Elements, the Association shall have the sole and exclusive right to settle the loss with the condemning authority.

Section 2. Payment and Use of Proceeds. The Association shall receive all proceeds from condemnation proceedings and settlements, and shall hold the same, after reduction for costs, if any,

incurred in obtaining the same, for the use and benefit of the Unit Owners and their respective mortgagees in accordance with the following provisions:

(a) Common Elements. Where Common Elements have been taken, the Award or proceeds shall, to the extent feasible, be applied first to the cost of restoring or replacing all damaged or taken improvements 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 holders of Eligible Holders of First Mortgage Liens on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage Liens appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a Common Expense and assessed among the Units in the same manner as Special Assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed 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.

(b) Units. Where Units have been taken, the Board shall determine the amount of the Award which is applicable to the Owners of each Unit suffering loss to such Unit or to the Limited Common Element yard area appurtenant thereto. If said amount has been determined by the condemning or taking authority, and has been approved by the Owners of the Unit, then such amount shalt be presumptively determined to be the amount of damage suffered by such Unit. In the event that the parties fail to agree, such amount shall be determined by arbitration following the rules of the American Arbitration Association. The Award or proceeds shall be held by the Association in trust for the benefit of the respective Owners affected. The respective Owners shall be solely responsible for the restoring and replacing of all damaged or taken improvements or areas in accordance with the Drawings, or in accordance with any new plans and specifications approved by the Declarant or the Board in accordance with the procedures established by Section 2(p) of Article III, and all contractors selected for such repair and restoration are subject to the reasonable approval of the party (either the Declarant or the Board or its designated representative) exercising the right of architectural control. The funds held by the Association with respect to each Unit damaged shall be released to the Owners of each respective Unit as restoration proceeds, in proportion to the percentage of work completed in such repair and restoration, and the Owners shall pay any additional funds required for the restoration of their respective Units and Limited Common Element yard areas. Any excess funds shall be distributed to the respective Unit Owners and their mortgages, as their interests may appear.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award of proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right and easement for access to and from his, her or its Unit, including a right of access over Limited Common Elements on adjoining property, if necessary, to perform maintenance, repairs and replacements to the exterior of that Owner's Unit, and a right and easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable Rules and Regulations concerning the use and management of the Common Elements, provided that no such Rule or Regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants. No Owner shall endanger the integrity of the roofing system or use other than qualified repair personnel approved by the Association; and the Owner shall indemnify the Association and Declarant for any damage done to the roof or other Common Elements in the repair and maintenance of improvements.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of necessary entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements shall be subject to easements for encroachments by any other Unit or the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

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

Section 5. Easements for Utilities and Operation of the Condominium Property. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, communication lines, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain the necessary poles and equipment, wires, circuits, conduits and other appurtenances and improvements on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or other company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Additionally, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, leases, easements, licenses and concessions

on, over, above, across and under the Common Elements for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

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

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, (including, without limitation, any future owners of the "Additional Property" hereinafter described), over and upon the Common Elements: (a) for a one-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available; (b) for the periods provided for warranties given by the Declarant, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers; and (c) until the Declarant has sold all Units in the Condominium, to maintain one or more Units for sales, rental and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, (including, without limitation, any future owners of the "Additional Property" hereinafter described), for their benefit and the benefit of future owners and occupants of the Additional Property (the area into which the Condominium may be expanded), for pedestrian and vehicular access over roadways and footpaths within the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, (including, without limitation, any future owners of the "Additional Property" hereinafter described), reserves a perpetual easement across the Common Elements to reach, and the right to extend, tie into, use, maintain, repair and replace utility lines in the Common Elements, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the condominium, and cannot be terminated or altered without the written approval of the Declarant.

Section 8. Grant of Permanent Easement. Marble Cliff Canyon, LLC, an Ohio limited liability company, as owner of the Additional Property, joins in the execution of this Declaration to grant a non-exclusive, perpetual easement to the future owners of Units in the Condominium Property, their heirs, successors and assigns, for their benefit and the benefit of future owners and occupants of the Condominium Property, for pedestrian and vehicular access over roadways and footpaths within the Additional Property (described in Exhibit C), for ingress and egress to and from the Condominium Property, to the extent such roadways and footpaths are not already established as NCA Facilities under the control of the NCA. In the event that such Additional Property, or any portion thereof, upon which a portion of such private roadways and footpaths is located, is not added to the Condominium, then the Association shall pay, and charge the Unit Owners as a Common Expense, a portion of the maintenance, repair and replacement costs attributable to the private roadways and footpaths, which portion shall be billed to the Association by the owner of the private roadways and footpaths, and shall be calculated by multiplying the costs of such maintenance, repair and replacements by a fraction, the numerator of which is the number of Units in the Condominium, and the denominator of which is total number of residential units in the Condominium and on the portion of the Additional Property not added to the Condominium. The remedies of the owner of such private roadways and footpaths, against the Association, for the Association's failure to pay its proportionate share of such

maintenance, repair and replacement expenses, shall be limited to actions for money and appropriate attachment and collection procedures in connection therewith, but in no event shall the easement granted in this section be terminated. Neither the Association nor any of the Unit Owners may abandon this easement, nor alter any of its terms, without the consent of Marble Cliff Canyon, LLC, and any successor developers of any portion of the Additional Property.

Additionally, Marble Cliff Canyon, LLC grants to the future owners of Units in the Condominium Property, their heirs, successors and assigns, an easement across the Additional Property to reach, and the right, as permitted by public authority and the utility company involved, to extend such lines into the Condominium Property to service the same.

These easements shall remain in full force and effect, whether or not all such Additional Property, or any part thereof, is added to the Condominium.

Section 9. General. The Condominium Property is also subject to the following:

(a) The Master Association Declaration, pursuant to which each Owner of a Unit will be required to be a member of the Master Association, and shall have all of the easements, rights, privileges and obligations pertaining to such membership as set forth in the Master Association Declaration.

(b) The NCA Declaration, pursuant to which the Units are part of a New Community District, formed in accordance with Chapter 349 of the Ohio Revised Code, currently known as Marble Cliff New Community Authority. Each Owner of a Unit will be required to be a member of, and pay assessments to, the NCA.

(c) The Rule 513 Environmental Covenant for the Former Marble Cliff Quarry Landfill Property entered into by Marble Cliff Canyon, LLC with the Ohio Environmental Protection Agency dated April 21, 2020 and recorded as Instrument #202004230053129, Franklin County Records, as the same may be amended from time to time; a Voluntary Action Program Environmental Covenant for the Former Marble Cliff Quarry Landfill Property entered into by Marble Cliff Canyon, LLC with the Ohio Environmental Protection Agency dated April 23, 2021 and recorded May 5, 2021 as Instrument 202105050079876, Franklin County Records, as the same may be amended from time to time; a Covenant Not to Sue issued by the Ohio Environmental Protection Agency dated April 23, 2021 and recorded May 5, 2021 as Instrument 202105050079877, Franklin County Records, as the same may be amended from time to time; and a Voluntary Action Program Operation and Maintenance Agreement for the former Marble Cliff Quarry Landfill Property entered into between Marble Cliff Canyon, LLC and the Ohio Environmental Protection Agency dated April 3, 2021, as the same may be amended from time to time. These documents contain various requirements pertaining to the construction of buildings and Units, the installation of vapor barriers, venting systems and alarm systems, and annual inspection and maintenance, all of which are administered by the Master Association under a Maintenance Agreement with the NCA.

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

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) the Initial Assessment, (2) Annual Assessments, (3) Special Assessments, and (4) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Apportionment: Due Dates.

(a) Annual Assessments.

(1) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget, and prorate among the Units on the basis described herein, Common Expenses of the Association consisting of the following:

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

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

c. the estimated next fiscal year's costs for utility services not separately metered;

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

e. the estimated next fiscal year's costs of the maintenance assessments levied by the NCA and the assessments levied by the Master Association;

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

other costs constituting common expenses not otherwise herein specifically excluded; and

g. the Association's share of any expense of maintenance, repair and replacement of private streets and utilities on the Additional Property.

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

(3) The Annual 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, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro-rata share of the Annual Assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the applicable Units on the same basis as heretofore set forth, as a Special Assessment, provided that no delinquency for assessments payable to the NCA or the Master Association will be assessed to any party other than the Owners of the Unit owing such amount.

(5) If Assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be deemed to be retained by the Board as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the Annual Assessments, the Board may levy, in any fiscal year, Special Assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) and the consent of Eligible Holders of First Mortgage Liens on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain. To the extent special assessments are established by the Master Association pursuant to the Master Declaration, such special

assessments shall be charged to Unit Owners in the same manner as Special Assessments for capital improvements, except that the provisions of this Section (b)(1) requiring the consent of Unit Owners and/or Eligible Holders of First Mortgage Liens shall not apply; the right to levy those special assessments shall be governed by the Master Declaration.

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

(c) Special Individual Unit Assessments. The Board may levy an Assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, or which are incurred because of the Unit Owner's failure to properly maintain such Owner's Unit; the cost of any insurance required to be carried by the Unit Owner; the cost of insurance premiums separately billed to a Unit Owner; the cost of repairing amenities located on, and removing debris from, the Unit's Limited Common Elements; the costs of making repairs to Common Elements which are the result of the negligence of the Owners or Occupants of such Owners' Unit; penalties and charges imposed pursuant to Rules and Regulations of the Board for violations of the Declaration, By-Laws and Rules and Regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, By-Laws, Rules and Regulations). Any such 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. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a Special Individual Unit Assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

(d) Initial Assessments. At the time of closing on the sale of each Unit from Declarant to a third party purchaser, the purchaser shall be required to pay an amount equivalent to two (2) months of Annual Assessments as such purchaser's initial capital contribution to the working capital of the Association (the "Initial Assessment"). The Initial Assessment shall be used by the Association for its working capital and for Common Expenses. The Initial Assessment is not an advance payment of the regular Annual Assessment or any other Assessment established herein, and it will not be held in any sort of trust or reserve account. Declarant shall not be required to pay any Initial Assessment as described in this Section.

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

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

(a) Interest, fees and costs. If any Assessment, or any installment or portion of any Assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

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

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

(iii) interest on the entire unpaid balance of Assessments and costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time determine; and

(iv) any other charges authorized by the Declaration, By-Laws or the Rules and Regulations promulgated by the Board,

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

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

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined; (Interest collected from the Unit Owner on delinquent Assessments will be divided among the Association, the NCA and the Master Association in proportion to the delinquent amounts owed to each entity.)

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit; (Late Fees collected from the Unit Owner will be divided among the Association, the NCA and the Master Association in proportion to the late fees due to each entity.)

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorney and paralegal fees) incurred by the Association in connection with the delinquency; (Enforcement charges and collection costs collected from a Unit Owner shall be retained by the Association unless the Association fails to take the necessary action to collect such delinquencies, in which event the entity which incurs such costs to collect delinquencies shall be entitled to reimbursement for such expenses.)

fourth, to the payment of delinquent installments or portions of Assessments owed to the Condominium Association, the NCA and the Master Association on a chronological basis, and where there is inadequate amounts collected to cover the amounts to be remitted to all three entities for a given month, then to be divided in proportion to the amounts owned to each entity for that given month.

(c) Certificate of Lien. All Assessments, together with interest, fees and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such Assessment is made, from the effective date thereof. At any time after an installment or portion of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that Assessment, with interest, fees and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of the Assessment with interest, fees and costs, and shall be signed by the president or designated representative of the Association.

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

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

(f) Personal Obligation of Owners. Each such Assessment together with interest, fees and costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, fees and costs shall not be the personal obligation of that Owner or Owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, fees and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) Legal Actions. In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the Owner or Owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

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

Section 6. Subordination of the Lien to First Mortgages. The lien for delinquent Assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except

liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party. Such new title holder (either a lender taking title by deed-in-lieu of foreclosure or other remedy in lieu of foreclosure, or a purchaser at foreclosure sale in which the Association has been joined and properly served as a party) shall take the property free of any claims for unpaid installments of Assessments or charges against the mortgaged Unit which became due and payable prior to foreclosure sale or deed-in-lieu of foreclosure sale, but shall be liable for (and the Association shall have all rights of lien and collection with respect to) any Assessments or charges against the mortgaged Unit which became due and payable after such foreclosure sale or conveyance by deed-in-lieu of foreclosure.

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

Section 8. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet sold, including the obligation to pay Common Expenses attaching to such Units, from the date the Declaration is filed for record. If no Assessments are charged to any Units, then the Declarant will, likewise, pay no Assessments for Units owned by the Developer until such time that Common Expenses are first charged with respect to any Unit.

ARTICLE XVI

NOTICES TO MORTGAGEES

Any holder, insurer, guarantor or servicer of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address), shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

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

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

3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder of a First Mortgage Lien;

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

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

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

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

8. times and places of Unit Owners' meetings;

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

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

11. any proposed action which requires the consent of a specified percentage of Eligible Holders of First Mortgage Liens; and

12. prior to the time that the Declarant has turned over control of the Association to the members, any of the actions listed in subsections A and B of Article VII, Section 8 of this Declaration.

ARTICLE XVII

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. Amendments requiring 100% of Owners and 75% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the written consent of all Unit Owners; and (b) the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage Liens appertain.

(1) the boundaries of any Unit or the convertibility of units into Common Elements or *visa versa*;

(2) the construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

(3) the undivided interest in the Common Elements appertaining to a Unit or the liability for Common Expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

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

(5) the purposes to which any Unit or the Common Elements are restricted (meaning commercial vs residential use, or public vs private use. It is not the intent of this provision to inhibit the Association's control of the conveyance of interests in, or leasing of, Units or portions of the Common Elements).

Section 2. Actions and Amendments requiring 80% of Owners and 75% of Lenders. Except as otherwise provided herein, the prior written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant, (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of Eligible Holders of First Mortgage Liens on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage Liens appertain shall be required to adopt an amendment to terminate the Condominium.

Section 3. Action requiring 75% of Owners. Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the Unit Owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a "Common Expense."

Section 4. Amendments requiring 75% of Owners and 51% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of Eligible Holders of First Mortgage Liens on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage Liens appertain:

(1) a change to any of the provisions governing voting rights;

(2) a change to any of the provisions governing the increasing of Assessments that raise the previously assessed amount by more than 25%;

(3) a change to any of the provisions governing Assessment basis, Assessment liens, or the priority of Assessment liens;

(4) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;

(5) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;

(6) a change to any of the provisions governing: (a) the method of expansion or contraction of the project, or (b) the method of addition, annexation or withdrawal of land to or from the project;

(7) a change to any of the provisions governing hazard, fidelity or other insurance requirements;

(8) a change to any of the provisions governing restrictions affecting the leasing of a Unit;

(9) a change to any of the provisions governing restrictions affecting the sale of a Unit;

(10) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(11) a change to any of the provisions governing restoration or repair of improvements in the Condominium;

(12) a change to any of the provisions which provision is for the express benefit of mortgagees;

(13) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;

(14) a change to any of the provisions governing the rights of any specific class of members;

(15) a change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger;

(16) a change to any of the provisions governing the conveyance of any or all of the Common Elements;

(17) any change which is materially adverse to lenders;

(18) any other amendment to any of the Condominium Organizational Documents.

Section 5. Action requiring 67% of Owners and 51% of Lenders. Except as otherwise provided herein, the following action shall require: (a) the consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of Eligible Holders of First Mortgage Liens on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage Liens appertain:

(1) an increase in Assessments that raise the previously assessed amount by more than 25%;

(2) a reduction in the reserves for maintenance, repair or replacement of Common Element improvements;

(3) the imposition by the Board of any new restrictions affecting the leasing of a Unit;

(4) the imposition by the Board of any new restrictions affecting the sale of a Unit;

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

(6) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;

(7) a decision by the Association to establish self management if professional management has been required previously by the Condominium Organizational Documents or by an Eligible Holder of First Mortgage Lien, or by a majority vote of the members.

Section 6. Amendments not requiring consent of Owners or Lenders. Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or By-Laws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

(1) Amendments by Declarant to Expand Condominium. Amendments aiding the expansion of the Condominium pursuant to Article XVIII shall not require the consent of any parties other than the Declarant.

(2) Amendments by Declarant to Address Compliance and Other Issues. The Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium Organizational Documents: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of Eligible Holders of First Mortgage Liens is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except those aiding the expanding of the Condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

(3) Amendments by Board Pursuant to Statutory Authority. The Board may amend the Declaration in any manner necessary for any of the following:

(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;

(b) To meet the requirements of insurance underwriters;

(c) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;

(d) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

(e) To designate a successor to the person named to receive service of process for the Association.

Section 7. Approval by Veterans Administration During Developer Control. If the Condominium has been approved by the Department of Veterans Affairs, and while the Declarant is in control of the Association, any amendment (except those aiding the expanding of the Condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans Affairs.

Section 8. Restrictions on Amendments Affecting the NCA and the Master Association. Any amendment affecting the Association's or Owner's obligations to collect and pay Assessments to the NCA or to the Master Association must first be approved by, and signed on behalf of, the NCA and/or the Master Association, respectively.

Section 9. Approval by Eligible Holders and Lenders. An Eligible Holder of a First Mortgage Lien on a Unit, or a lender who receives a written request to approve additions or amendments or actions who does not deliver or post to the requesting party a negative response within sixty (60) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

Section 10. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of the county in which the Condominium Property is located.

ARTICLE XVIII

EXPANSIONS

Section 1. Reservation of Expansion Option. Notwithstanding any provision in this Declaration to the contrary, the Declarant (for itself and any specifically authorized future owner of any portion of the Additional Property) expressly reserves the option to expand the Condominium Property, by amendment adding portions of the Additional Property (without any consent to such amendment being required by any other party) as provided in this Article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. Notwithstanding any provision herein to the contrary, no consent by any Unit Owner or mortgagee (including, without limitation, any Eligible Holder of a First Mortgage Lien) is required to enable Declarant or any specifically authorized future owner of any portion of the Additional Property, to expand the Condominium Property.

Section 3. Maximum Expansion Time. 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, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. Notwithstanding the foregoing, the Declarant may, during the six months prior to the time that the option expires, extend the option for an additional seven years with the consent of holders of a majority of the voting power of the Unit Owners other than the Declarant. There are no other circumstances that will terminate that option prior to the expiration of those seven-year periods.

Section 4. Legal Description. A description of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit C," and referred to herein as "the Additional Property."

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article, and all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

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 limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

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 two hundred eighty-one (281) for a maximum total of two hundred ninety-seven (297) Units. The foregoing shall either limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other buildings 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 number 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, provided that the total number of units in the Condominium, after any portion of the Additional Property is added thereto, shall not exceed the number of units per acre allowed by applicable zoning or variance.

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use (the definition of residential use permits the Declarant's use of Units for sales models and offices without such use being considered to be "non-residential") is zero, since no commercial units may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

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 consistent with and be reasonably compatible with, but need not be substantially identical to, the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling units in a building, variances in set-backs or locations of structures in relation to other improvements, or changes in layout of units, decks, balconies, porches or patio areas. There is no such restriction with respect to portions of the Additional Property not added to the Condominium.

Section 11. Improvements other than Structures. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements shall be made; except that any such non-structural improvements shall not be incompatible with current improvements that are on the Condominium Property.

Section 12. Types of Units. With respect to all units created on any portion of Additional Property added to the Condominium Property, such units are not required to be similar to units on previously submitted land, and there are no limitations as to what types of units may be created on the Additional Property.

Section 13. Common and 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 consistent in type, size, and number as those areas described herein. The exact size and number of such newly created Common and Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be and other factors presently undetermined. Additionally, the Declarant may create additional Limited Common Elements (which are not of the types currently included in the Condominium Property) including, without limiting the generality of the foregoing, porches, patios, balconies or stoops, provided that they are not incompatible with the type of improvements located on the Condominium Property or described herein.

Section 14. Supplementary Drawings. Declarant does not consider any other drawings or plans, other than the Condominium Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.

Section 15. Successor Owner not Liable for Actions of Declarant. A successor owner of the Condominium Property or of Additional Property added to the Condominium Property who is not an affiliate of the Declarant (as the term "affiliate" is defined by Section 5311.01(C) of the Ohio Revised Code) 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 a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

Section 16. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 17. Effects of Expansion. Upon the filing for record 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 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 and bind 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;

(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;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated based upon the square footage of each Unit (with the garage components calculated at one-quarter of the applicable square footage) whether the Units were originally submitted with this Declaration or added after the date hereof; and

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

ARTICLE XIX

GENERAL PROVISIONS

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

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefitting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, (after arbitration where the same may be required pursuant to Section 2 of Article III with respect to disputes among Unit owners) all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction,

condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 21st day of November, 2022.

QT HOMES I, LLC, an Ohio limited liability company

By: _____
authorized agent

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Mark A. Wagenbrenner, the authorized agent of QT Homes I, LLC, an Ohio limited liability company, the Declarant herein, who acknowledged the execution of this instrument as his free act and deed, acting on behalf of the Declarant, for the uses and purposes set forth herein. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to this notarial act.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 21st day of November, 2022.

_____
Notary Public

4850-4727-7726

NOTARIAL SEAL STATE OF OHIO

Kellie L Banyay
Notary Public, State of Ohio
My Commission Expires 07/06/26

Exhibits

A Property Description
B Unit Designations
C Additional Property
D By-Laws

JOINDER OF OWNER OF ADDITIONAL PROPERTY

The undersigned, MARBLE CLIFF CANYON, LLC, as owner of the Additional Property described in the foregoing Declaration of Condominium, joins in the execution hereof to grant and confirm the easements described in Article XIV, Section 8 of the Declaration and to grant the right to use the Licensed Marks as set forth in Article II of the Declaration.

MARBLE CLIFF CANYON, LLC, an Ohio limited liability company

By: _____
Name: Mark A. Wagenbrenner
Title: Manager

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 21st day of November, 2022, by Mark A. Wagenbrenner, Manager of Marble Cliff Canyon, LLC, an Ohio limited liability company, on behalf of the limited liability company. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to this notarial act.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

Kellie L Banyay
Notary Public, State of Ohio
My Commission Expires 07/06/26

4850-4727-7776.8

CONSENT OF LENDER

The undersigned lender hereby consents to the foregoing Declaration of Condominium for Quarry Trails Homes Condominium (the "Declaration"), and agrees that the foregoing Declaration shall be senior to, and not subject to, (i) the lien of the Open-End Mortgage and Security Agreement recorded as instrument number 202002180023756 in the office of the Franklin County Recorder, (ii) the lien of the Open-End Mortgage recorded as Instrument No. 202104220071519 in the office of the Franklin County Recorder, and (iii) the lien of the Open-End Mortgage recorded as Instrument No. 202104220071517 in the office of the Franklin County Recorder (such mortgages, together with any amendments thereto and any associated security documents such as assignments of rents and leases and UCC financing statements, collectively, the "Mortgages"), and such Mortgages shall be subordinate to the foregoing Declaration.

PATHWAYS FINANCIAL CREDIT UNION, a credit union organized and existing under the law of Ohio

By: _____
Name: Gregory A. Kidwell
Title: President

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing was acknowledged before me this 21 day of November 2022 by Gregory A. Kidwell, an authorized representative of Pathways Financial Credit Union, on behalf of the credit union. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to this notarial act.

NOTARIAL SEAL STATE OF OHIO

Michele Murry
Notary Public, State of Ohio
My Commission Expires 11-15-2024

_____
Notary Public
My Commission Expires: 11/15/2024

4850-4727-7776.8

CONSENT OF LENDER

The undersigned lender hereby consents to the foregoing Declaration of Condominium for Quarry Trails Homes Condominium (the "Declaration"), and agrees that the foregoing Declaration shall be senior to, and not subject to the lien of the Open-End Mortgage and Security Agreement recorded as Instrument Number 201802280027725, re-recorded in Instrument Number 201807120092289, in the office of the Franklin County Recorder (such Mortgage, together with any amendments thereto and any associated security documents such as assignments of rents and leases and UCC financing statements, collectively, the "Mortgage"), and such Mortgage shall be subordinate to the foregoing Declaration.

OHIO WATER DEVELOPMENT AUTHORITY

By: _____
Ken J. Heigel, Executive Director

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing was acknowledged before me this 2nd day of ~~November~~ December, 2022 by Ken J. Heigel, Executive Director of Ohio Water Development Authority on behalf of the body corporate and politic. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to this notarial act.

NOTARIAL SEAL STATE OF OHIO

Allison M. Binkley, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

_____
~~Notary~~ Public
My Commission Expires: does not expire

4850-4727-7776.8

Exhibit A
Condominium Property

LEGAL DESCRIPTION
QUARRY TRAILS HOMES CONDOMINIUM
1.039 ACRE

Situated in the State of Ohio, County of Franklin, in the City of Columbus, Virginia Military Survey Number 544, and being part of a 4.281 acre tract as conveyed to QT Homes I, LLC, as recorded in Instrument Number 202104220071516, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

COMMENCING from Franklin County Monument 1527 found at the centerline of Dublin Road, being on the southwesterly line of a 2.019 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 201802280027721, referencing FCGS 1638 at South 48°06'00" East, 2029.19 feet;

Thence along the centerline of Dublin Road (width varies) along the westerly line of said 2.019 acre tract, North 48°06'00" West, 38.80 feet to a mag nail found in the centerline of Dublin road;

Thence leaving the centerline of Dublin road along the westerly line of said 2.019 acre tract, North 15°09'50" West, 79.94 feet to a mag nail found in the centerline of Old Dublin Road (formerly Robinson Road) (60');

Thence along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°11'45" West, 76.71 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°25'42" West, 672.81 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 06°53'16" West, 718.60 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" at a point of curvature of the centerline of Old Dublin Road;

Thence leaving the centerline of Old Dublin Road, across said 2.019 acre tract, North 83°02'21" East, 30.00 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on the easterly right-of-way line of Old Dublin Road and the easterly line of said 2.019 acre tract and on the westerly line of a 62.035 acre tract as conveyed to Board of Park Commissioners of The Columbus and Franklin County Metropolitan Park District as recorded in Instrument Number 201802280027722;

Thence along a easterly line of Old Dublin Road and said 2.019 acre tract and a westerly line of said 62.035 acre tract, along a curve to the left having a radius of 317.68 feet, a delta angle of 05°23'25", an arc length of 29.91 feet, and a chord which bears North 09°39'21" West, 29.90 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on an easterly line of said Old Dublin Road, and a westerly line of a 45.140 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 202009240144316;

Thence along the common line of said 45.140 acre tract and of said 62.035 acre tract, the following four (4) courses:

> North 53°34'16" East, 104.06 feet to a mag spike found at a point of curvature;
>
> Along a curve to the right having a radius of 15.00 feet, a delta angle of 84°57'00", an arc length of 22.24 feet, and a chord which bears South 83°57'13" East, 20.26 feet to a mag spike found at a point of tangency;
>
> Along the southerly lines of Quarry Trails Drive (Private), South 41°28'43" East, 17.98 feet to a mag spike found;
>
> Along the southerly lines of said Quarry Trails Drive, South 39°40'37" East, 846.43 feet to a mag spike found;

Thence continuing along the northeasterly line of said 62.035 acre tract and along the southwesterly line of said 45.140 acre tract and the remainder of a 10.707 acre tract as conveyed to Marble Cliff Quarry Community Authority in Instrument Number 202105200089658 along the southwesterly line of said Quarry Trails Drive, South 38°22'59" East, passing a mag spike found at 404.02 feet, a total distance of 465.06 feet to a point;

Thence across the remainder of said 10.707 acre tract, North 51°37'01" East, 42.50 feet to a mag nail found, being the westerly corner of said 4.281 acre tract, being the intersection of the

southeasterly line of Katmai Drive (Private) and the northeasterly line of said Quarry Trails Drive said mag nail found being the **TRUE POINT OF BEGINNING**;

Thence along the northwesterly line of said 4.281 acre tract and the southerly line of the remainder of said 10.707 acre tract, North 53°56'51" East, 114.09 feet to a mag nail set;

Thence across said 4.281 acre tract, the following three (3) courses:

South 36°03'09" East, 70.50 feet to a point;

North 53°56'51" East, 291.00 feet to a point;

South 36°03'09" East, 89.00 feet to an iron pin set, being on the southwesterly corner of a 0.400 acre tract as conveyed to QT Homes I, LLC in Instrument Number 202211160157825;

Thence along the northwesterly line of said 0.400 acre tract, South 53°56'51" West, 291.00 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342";

Thence along the westerly line of said 0.400 acre tract, South 07°58'00" West, 23.64 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342";

Thence along the northwesterly line of said 0.400 acre tract, South 53°56'51" West, 90.48 feet to a mag nail found, being on a northeasterly line of the remainder of said 10.707 acre tract;

Thence along a northeasterly line of the remainder of said 10.707 acre tract, North 38°22'59" West, 176.65 feet to the **TRUE POINT OF BEGINNING**, containing 1.039 acres (45,263 S.F.), more or less.

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

Mag spike found are set in solid rock and are 3" long, 3/8" shaft diameter magnetic spikes with a 1" diameter head with a 2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

Mag nails set are a magnetic nails with 1-1/2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2012A). Control for the bearings was from coordinates of monuments FCGS 1638 and FCGS 1527, as established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment, with a bearing of N48°06'00"W for a portion of the centerline of Dublin Road and is designated the "basis of bearing" for this description.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E. P. Ferris & Associates, Inc. on November 9, 2022 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 11/21/22

Matthew Lee Sloat, PS Date
Registered Surveyor No. 8342

LEGAL DESCRIPTION
QUARRY TRAILS HOMES CONDOMINIUM
0.794 ACRE

Situated in the State of Ohio, County of Franklin, in the City of Columbus, Virginia Military Survey Number 544, and being part of a 4.281 acre tract as conveyed to QT Homes I, LLC, as recorded in Instrument Number 202104220071516, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

COMMENCING from Franklin County Monument 1527 found at the centerline of Dublin Road, being on the southwesterly line of a 2.019 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 201802280027721, referencing FCGS 1638 at South 48°06'00" East, 2029.19 feet;

Thence along the centerline of Dublin Road (width varies) along the westerly line of said 2.019 acre tract, North 48°06'00" West, 38.80 feet to a mag nail found in the centerline of Dublin road;

Thence leaving the centerline of Dublin road along the westerly line of said 2.019 acre tract, North 15°09'50" West, 79.94 feet to a mag nail found in the centerline of Old Dublin Road (formerly Robinson Road) (60');

Thence along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°11'45" West, 76.71 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°25'42" West, 672.81 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 06°53'16" West, 718.60 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" at a point of curvature of the centerline of Old Dublin Road;

Thence leaving the centerline of Old Dublin Road, across said 2.019 acre tract, North 83°02'21" East, 30.00 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on the easterly right-of-way line of Old Dublin Road and the easterly line of said 2.019 acre tract and on the westerly line of a 62.035 acre tract as conveyed to Board of Park Commissioners of The Columbus and Franklin County Metropolitan Park District as recorded in Instrument Number 201802280027722;

Thence along a easterly line of Old Dublin Road and said 2.019 acre tract and a westerly line of said 62.035 acre tract, along a curve to the left having a radius of 317.68 feet, a delta angle of 05°23'25", an arc length of 29.91 feet, and a chord which bears North 09°39'21" West, 29.90 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on an easterly line of said Old Dublin Road, and a westerly line of a 45.140 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 202009240144316;

Thence along the common line of said 45.140 acre tract and of said 62.035 acre tract, the following four (4) courses:

> North 53°34'16" East, 104.06 feet to a mag spike found at a point of curvature;
>
> Along a curve to the right having a radius of 15.00 feet, a delta angle of 84°57'00", an arc length of 22.24 feet, and a chord which bears South 83°57'13" East, 20.26 feet to a mag spike found at a point of tangency;
>
> Along the southerly lines of Quarry Trails Drive (Private), South 41°28'43" East, 17.98 feet to a mag spike found;
>
> Along the southerly lines of said Quarry Trails Drive, South 39°40'37" East, 846.43 feet to a mag spike found;

Thence continuing along the northeasterly line of said 62.035 acre tract and along the southwesterly line of said 45.140 acre tract and the remainder of a 10.707 acre tract as conveyed to Marble Cliff Quarry Community Authority in Instrument Number 202105200089658 along the southwesterly line of said Quarry Trails Drive, South 38°22'59" East, passing a mag spike found at 404.02 feet, a total distance of 465.06 feet to a point;

Thence across the remainder of said 10.707 acre tract, North 51°37'01" East, 42.50 feet to a mag nail found, being the westerly corner of said 4.281 acre tract, being the intersection of the southeasterly line of Katmai Drive (Private) and the northeasterly line of said Quarry Trails Drive;

Thence along a northeasterly line of the remainder of said 10.707 acre tract and said Quarry Trails Drive, along the southwesterly line of said 4.281 acre tract and a 0.400 acre tract as conveyed to QT Homes I, LLC in Instrument Number 202211160157825, South 38°22'59" East, passing a mag nail found at 176.65 feet, a total distance of 182.65 feet to a mag nail found, being the southerly corner of said 0.400 acre tract, said mag nail found being the **TRUE POINT OF BEGINNING**;

Thence along the southeasterly lines of said 0.400 acre tract the following three (3) courses:

North 53°56'51" East, 90.24 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342";

South 80°04'18" East, 23.64 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342";

North 53°56'51" East, 186.00 feet to an iron pin set;

Thence across the remainder of said 4.281 acre tract, the following three (3) courses:

South 36°03'09" East, 89.00 feet to a point;

South 53°56'51" West, 186.00 feet to a point;

South 36°03'09" East, 70.50 feet to a mag nail set, being on a northwesterly line of the remainder of said 10.707 acre tract and Kobuk Drive (private);

Thence along the northwesterly line of the remainder of said 10.707 acre tract and said Kobuk Drive South 53°56'51" West, 99.48 feet to a mag nail found;

Thence along a northeasterly line of the remainder of said 10.707 acre tract and said Quarry Trails Drive, North 38°22'59" West, 176.65 feet to the **TRUE POINT OF BEGINNING**, containing 0.794 acres (34,607 S.F.), more or less.

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

Mag spike found are set in solid rock and are 3" long, 3/8" shaft diameter magnetic spikes with a 1" diameter head with a 2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

Mag nails set are a magnetic nails with 1-1/2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2012A). Control for the bearings was from coordinates of monuments FCGS 1638 and FCGS 1527, as established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment, with a bearing of N48°06'00"W for a portion of the centerline of Dublin Road and is designated the "basis of bearing" for this description.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E. P. Ferris & Associates, Inc. on November 9, 2022 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 11/21/22

Matthew Lee Sloat, PS Date
Registered Surveyor No. 8342

Exhibit B

Unit Designation and square footages

Unit	Address	Bedrooms	Bathrooms	Living Area	Garage Area	Total Square Footage	Undivided Interest	Covered Porch	Porch	Side Porch	Balcony 1	Balcony 2
A-2348	2348 Quarry Trails Drive	4	4	3462	559	4021	1/16	149			143	
A-2354	2354 Quarry Trails Drive	3	3	3305	525	3830	1/16	375				
A-2316	2316 Quarry Trails Drive	3	4	3403	559	3962	1/16	299	62		290	
A-2322	2322 Quarry Trails Drive	3	4	2848	513	3361	1/16	117		163		
A-2328	2328 Quarry Trails Drive	3	4	2884	532	3416	1/16	177	62	135		
A-2342	2342 Quarry Trails Drive	4	4	2957	533	3490	1/16	348	62			
A-2878	2878 Kobuk Drive	3	4	2397	411	2808	1/16	101	65		88	
A-2882	2882 Kobuk Drive	4	4	2957	525	3482	1/16	143	63			
A-2886	2886 Kobuk Drive	3	4	2543	408	2951	1/16	102	30		98	161
A-2894	2894 Kobuk Drive	3	4	3047	494	3541	1/16	83	163			
A-2899	2899 Katmai Drive	2	3	2208	408	2616	1/16	60	31			
A-2907	2907 Katmai Drive	4	4	3428	512	3940	1/16	65	112			
A-2911	2911 Katmai Drive	3	4	2968	442	3410	1/16	78	110			
A-2919	2919 Katmai Drive	3	4	3374	559	3933	1/16	149	60		142	
A-2891	2891 Katmai Drive	3	4	2225	408	2633	1/16	58	30			
A-2883	2883 Katmai Drive	3	4	2907	512	3419	1/16	119		163		

LEGAL DESCRIPTION
QUARRY TRAILS HOMES CONDOMINIUM
ADDITIONAL PROPERTY 1
0.916 ACRE

Exhibit C
Additional Property

Situated in the State of Ohio, County of Franklin, in the City of Columbus, Virginia Military Survey Number 544, and being part of a 4.281 acre tract as conveyed to QT Homes I, LLC, as recorded in Instrument Number 202104220071516, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

COMMENCING from Franklin County Monument 1527 found at the centerline of Dublin Road, being on the southwesterly line of a 2.019 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 201802280027721, referencing FCGS 1638 at South 48°06'00" East, 2029.19 feet;

Thence along the centerline of Dublin Road (width varies) along the westerly line of said 2.019 acre tract, North 48°06'00" West, 38.80 feet to a mag nail found in the centerline of Dublin road;

Thence leaving the centerline of Dublin road along the westerly line of said 2.019 acre tract, North 15°09'50" West, 79.94 feet to a mag nail found in the centerline of Old Dublin Road (formerly Robinson Road) (60');

Thence along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°11'45" West, 76.71 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°25'42" West, 672.81 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 06°53'16" West, 718.60 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" at a point of curvature of the centerline of Old Dublin Road;

Thence leaving the centerline of Old Dublin Road, across said 2.019 acre tract, North 83°02'21" East, 30.00 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on the easterly right-of-way line of Old Dublin Road and the easterly line of said 2.019 acre tract and on the westerly line of a 62.035 acre tract as conveyed to Board of Park Commissioners of The Columbus and Franklin County Metropolitan Park District as recorded in Instrument Number 201802280027722;

Thence along a easterly line of Old Dublin Road and said 2.019 acre tract and a westerly line of said 62.035 acre tract, along a curve to the left having a radius of 317.68 feet, a delta angle of 05°23'25", an arc length of 29.91 feet, and a chord which bears North 09°39'21" West, 29.90 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on an easterly line of said Old Dublin Road, and a westerly line of a 45.140 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 202009240144316;

Thence along the common line of said 45.140 acre tract and of said 62.035 acre tract, the following four (4) courses:

North 53°34'16" East, 104.06 feet to a mag spike found at a point of curvature;

Along a curve to the right having a radius of 15.00 feet, a delta angle of 84°57'00", an arc length of 22.24 feet, and a chord which bears South 83°57'13" East, 20.26 feet to a mag spike found at a point of tangency;

Along the southerly lines of Quarry Trails Drive (Private), South 41°28'43" East, 17.98 feet to a mag spike found;

Along the southerly lines of said Quarry Trails Drive, South 39°40'37" East, 846.43 feet to a mag spike found;

Thence continuing along the northeasterly line of said 62.035 acre tract and along the southwesterly line of said 45.140 acre tract and the remainder of a 10.707 acre tract as conveyed to Marble Cliff Quarry Community Authority in Instrument Number 202105200089658 along the southwesterly line of said Quarry Trails Drive, South 38°22'59" East, passing a mag spike found at 404.02 feet, a total distance of 465.06 feet to a point;

Thence across the remainder of said 10.707 acre tract, North 51°37'01" East, 42.50 feet to a mag nail found, being the westerly corner of said 4.281 acre tract, being the intersection of the southeasterly line of Katmai Drive (Private) and the northeasterly line of said Quarry Trails Drive;

Thence along the northwesterly line of said 4.281 acre tract and the southerly line of the remainder of said 10.707 acre tract, North 53°56'51" East, 114.09 feet to a mag nail set, said mag nail set being the **TRUE POINT OF BEGINNING**;

Thence along a southeasterly line of the remainder of said 10.707 acre tract and Katmai Drive (Private), North 53°56'51" East, 397.00 feet to a mag nail found on a point of curvature;

Thence along a southerly line of the remainder of said 10.707 acre tract and the common line of said Katmai Drive and Kings Canyon Drive (Private), along a curve to the right having a radius of 16.00 feet, a delta angle of 90°00'00", an arc length of 25.13 feet, and a chord bearing and distance of South 81°03'09" East, 22.63 feet to a mag nail found on a point of tangency;

Thence along a southwesterly line of the remainder of said 10.707 acre tract and said Kings Canyon Drive, South 36°03'09" East, 143.50 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342", being the northerly corner of a 0.400 acre tract as conveyed to QT Homes I, LLC in Instrument Number 202211160157825;

Thence along the northwesterly line of said 0.400 acre tract, South 53°56'51" West, 122.00 feet to an iron pin set;

Thence across the remainder of said 4.281 acre tract, the following three (3) courses:

North 36°03'09" West, 89.00 feet to a point;

South 53°56'51" West, 291.00 feet to a point;

North 36°03'09" West, 70.50 feet to the **TRUE POINT OF BEGINNING**, containing 0.916 acres (39,920 S.F.), more or less.

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

Mag spike found are set in solid rock and are 3" long, 3/8" shaft diameter magnetic spikes with a 1" diameter head with a 2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

Mag nails set are a magnetic nails with 1-1/2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2012A). Control for the bearings was from coordinates of monuments FCGS 1638 and FCGS 1527, as established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment, with a bearing of N48°06'00"W for a portion of the centerline of Dublin Road and is designated the "basis of bearing" for this description.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E. P. Ferris & Associates, Inc. on November 9, 2022 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 11/21/22

Matthew Lee Sloat, PS Date
Registered Surveyor No. 8342

LEGAL DESCRIPTION
QUARRY TRAILS HOMES CONDOMINIUM
ADDITIONAL PROPERTY 2
1.131 ACRE

Situated in the State of Ohio, County of Franklin, in the City of Columbus, Virginia Military Survey Number 544, and being part of a 4.281 acre tract as conveyed to QT Homes I, LLC, as recorded in Instrument Number 202104220071516, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

COMMENCING from Franklin County Monument 1527 found at the centerline of Dublin Road, being on the southwesterly line of a 2.019 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 201802280027721, referencing FCGS 1638 at South 48°06'00" East, 2029.19 feet;

Thence along the centerline of Dublin Road (width varies) along the westerly line of said 2.019 acre tract, North 48°06'00" West, 38.80 feet to a mag nail found in the centerline of Dublin road;

Thence leaving the centerline of Dublin road along the westerly line of said 2.019 acre tract, North 15°09'50" West, 79.94 feet to a mag nail found in the centerline of Old Dublin Road (formerly Robinson Road) (60');

Thence along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°11'45" West, 76.71 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°25'42" West, 672.81 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 06°53'16" West, 718.60 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" at a point of curvature of the centerline of Old Dublin Road;

Thence leaving the centerline of Old Dublin Road, across said 2.019 acre tract, North 83°02'21" East, 30.00 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on the easterly right-of-way line of Old Dublin Road and the easterly line of said 2.019 acre tract and on the westerly line of a 62.035 acre tract as conveyed to Board of Park Commissioners of The Columbus and Franklin County Metropolitan Park District as recorded in Instrument Number 201802280027722;

Thence along a easterly line of Old Dublin Road and said 2.019 acre tract and a westerly line of said 62.035 acre tract, along a curve to the left having a radius of 317.68 feet, a delta angle of 05°23'25", an arc length of 29.91 feet, and a chord which bears North 09°39'21" West, 29.90 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on an easterly line of said Old Dublin Road, and a westerly line of a 45.140 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 202009240144316;

Thence along the common line of said 45.140 acre tract and of said 62.035 acre tract, the following four (4) courses:

> North 53°34'16" East, 104.06 feet to a mag spike found at a point of curvature;
>
> Along a curve to the right having a radius of 15.00 feet, a delta angle of 84°57'00", an arc length of 22.24 feet, and a chord which bears South 83°57'13" East, 20.26 feet to a mag spike found at a point of tangency;
>
> Along the southerly lines of Quarry Trails Drive (Private), South 41°28'43" East, 17.98 feet to a mag spike found;
>
> Along the southerly lines of said Quarry Trails Drive, South 39°40'37" East, 846.43 feet to a mag spike found;

Thence continuing along the northeasterly line of said 62.035 acre tract and along the southwesterly line of said 45.140 acre tract and the remainder of a 10.707 acre tract as conveyed to Marble Cliff Quarry Community Authority in Instrument Number 202105200089658 along the southwesterly line of said Quarry Trails Drive, South 38°22'59" East, passing a mag spike found at 404.02 feet, a total distance of 465.06 feet to a point;

Thence across the remainder of said 10.707 acre tract, North 51°37'01" East, 42.50 feet to a mag nail found, being the westerly corner of said 4.281 acre tract, being the intersection of the southeasterly line of Katmai Drive (Private) and the northeasterly line of said Quarry Trails Drive;

Thence along a northeasterly line of the remainder of said 10.707 acre tract and said Quarry Trails Drive, along the southwesterly line of said 4.281 acre tract and a 0.400 acre tract as conveyed to QT Homes I,

LLC in Instrument Number 202211160157825, South 38°22'59" East, passing a mag nail found at 176.65 feet, a total distance of 182.65 feet to a mag nail found, being the southerly corner of said 0.400 acre tract;

Thence along the southeasterly lines of said 0.400 acre tract the following three (3) courses:

North 53°56'51" East, 90.24 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342";

South 80°04'18" East, 23.64 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342";

North 53°56'51" East, 186.00 feet to an iron pin set, said Iron pin set being the **TRUE POINT OF BEGINNING**;

Thence along the southeasterly line of said 0.400 acre tract, North 53°56'51" East, 227.00 feet to an iron pin found capped "EP FERRIS SURVEYOR 8342", being the easterly corner of said 0.400 acre tract, being on the southwesterly line of the remainder of said 10.707 acre tract;

Thence along a southwesterly line of the remainder of said 10.707 acre tract and Kings Canyon Drive (Private), South 36°03'09" East, 143.50 feet to a mag nail found on a point of curvature;

Thence along a westerly line of the remainder of said 10.707 acre tract, along the common line of said Kings Canyon Drive and Kobuk Drive (Private), along a curve to the right having a radius of 16.00 feet, a delta angle of 90°00'00", an arc length of 25.13 feet, and a chord bearing and distance of South 8°56'51" West, 22.63 feet to a mag nail found on a point of tangency;

Thence along a northwesterly line of the remainder of said 10.707 acre tract and said Kobuk Drive, South 53°56'51" West, 397.00 feet to a mag nail set;

Thence across the remainder of said 4.281 acre tract, the following three (3) courses:

North 36°03'09" West, 70.50 feet to a point;

North 53°56'51" East, 186.00 feet to a point;

North 36°03'09" West, 89.00 feet to the **TRUE POINT OF BEGINNING**, containing 1.131 acres (49,265 S.F.), more or less.

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

Mag spike found are set in solid rock and are 3" long, 3/8" shaft diameter magnetic spikes with a 1" diameter head with a 2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

Mag nails set are a magnetic nails with 1-1/2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

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This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E. P. Ferris & Associates, Inc. on November 9, 2022 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 11/21/22

Matthew Lee Sloat, PS Date
Registered Surveyor No. 8342

LEGAL DESCRIPTION
QUARRY TRAILS HOMES CONDOMINIUM
ADDITIONAL PROPERTY
39.408 ACRE

Situated in the State of Ohio, County of Franklin, in the City of Columbus, Virginia Military Survey Number 544, and being part of a 45.140 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 202009240144316, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

COMMENCING from Franklin County Monument 1527 found at the centerline of Dublin Road, being on the southwesterly line of a 2.019 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 201802280027721, referencing FCGS 1638 at South 48°06'00" East, 2029.19 feet;

Thence along the centerline of Dublin Road (width varies) along the westerly line of said 2.019 acre tract, North 48°06'00" West, 38.80 feet to a mag nail found in the centerline of Dublin road;

Thence leaving the centerline of Dublin road along the westerly line of said 2.019 acre tract, North 15°09'50" West, 79.94 feet to a mag nail found in the centerline of Old Dublin Road (formerly Robinson Road) (60');

Thence along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°11'45" West, 76.71 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 07°25'42" West, 672.81 feet to a railroad spike found;

Thence continuing along the centerline of Old Dublin Road along the westerly line of said 2.019 acre tract, North 06°53'16" West, 718.60 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" at a point of curvature of the centerline of Old Dublin Road;

Thence leaving the centerline of Old Dublin Road, across said 2.019 acre tract, North 83°02'21" East, 30.00 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on the easterly right-of-way line of Old Dublin Road and the easterly line of said 2.019 acre tract and on the westerly line of a 62.035 acre tract as conveyed to Board of Park Commissioners of The Columbus and Franklin County Metropolitan Park District as recorded in Instrument Number 201802280027722;

Thence along a easterly line of Old Dublin Road and said 2.019 acre tract and a westerly line of said 62.035 acre tract, along a curve to the left having a radius of 317.68 feet, a delta angle of 05°23'25", an arc length of 29.91 feet, and a chord which bears North 09°39'21" West, 29.90 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on an easterly line of said Old Dublin Road, and a westerly line of a 45.140 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 202009240144316;

Thence along the northwesterly line of said 62.035 acre tract and along a southeasterly line of said 45.140 acre tract, North 53°34'16" East, 104.06 feet to a mag spike found on a point of curvature;

Thence along a northerly line of said 62.035 acre tract and along a southerly line of said 45.140 acre tract, along a curve to the right having a radius of 15.00 feet, a delta angle of 84°57'00", an arc length of 22.24 feet, and a chord bearing and distance of South 87°57'13" East, 20.26 feet to a mag spike found, said mag spike found being the **TRUE POINT OF BEGINNING**;

Thence across said 45.140 acre tract, North 40°55'21" West, 94.98 feet to a mag spike found, being a northerly corner of said 45.140 acre tract and being the southerly corner of a 118.306 acre tract as conveyed to the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District in Instrument Number 201806220082818;

Thence along the common lines of said 45.140 acre tract and said 118.306 acre tract the following two (2) courses:

North 68°39'31" East, 62.95 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 78°41'33" East, passing a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" at 1266.40 feet, said rebar being the southeasterly corner of said 118.306 acre tract and being the southwesterly corner of a 43.160 acre tract as conveyed to Marble Cliff Canyon LLC in Instrument Number 201802280027721, a total distance of 1392.33 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

Thence along the common lines of said 45.140 acre tract and said 43.160 acre tract, the following seven (7) courses:

South 55°48'56" East, 75.90 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 33°35'42" East, 109.48 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 60°13'18" West, 63.37 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

Along a curve to the right having a radius of 230.00 feet, a delta angle of 47°50'36", an arc length of 192.06 feet, and a chord bearing and distance of South 33°43'42" East, 186.52 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342", being on a point of reverse curvature;

Along a curve to the left having a radius of 732.83 feet, a delta angle of 27°32'24", an arc length of 352.24 feet, and a chord bearing and distance of South 23°34'36" East, 348.86 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342", being on a point of tangency;

South 39°54'20" East, 388.60 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342", being on a point of curvature;

Along a curve to the right having a radius of 1380.00 feet, a delta angle of 2°53'54", an arc length of 69.81 feet, and a chord bearing and distance of South 38°28'25" East, 69.80 feet to a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342", being the northerly corner of a 4.344 acre tract as conveyed to Marble Cliff Quarry Community Authority in Instrument Number 202105200089658;

Thence along the common lines of said 45.140 acre tract and said 4.344 acre tract, the following thirteen (13) courses:

South 52°59'29" West, 61.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

Along a curve to the right having a radius of 1319.00 feet, a delta angle of 0°13'00", an arc length of 4.99 feet, and a chord bearing and distance of South 36°54'01" East, 4.99 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 90°44'21", an arc length of 15.05 feet, and a chord bearing and distance of South 08°34'40" West, 13.52 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

South 53°56'51" West, 5.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 36°03'09" East, 55.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 53°56'51" East, 3.86 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.52 feet, a delta angle of 89°26'07", an arc length of 14.86 feet, and a chord bearing and distance of South 81°16'50" East, 13.40 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

Along a curve to the right having a radius of 1319.00 feet, a delta angle of 14°52'40", an arc length of 342.50 feet, and a chord bearing and distance of South 26°08'07" East, 341.54 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 91°37'09", an arc length of 15.19 feet, and a chord bearing and distance of South 27°06'48" West, 13.62 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

South 72°55'22" West, 5.56 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 17°04'38" East, 8.28 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

Along a curve to the left having a radius of 239.25 feet, a delta angle of 18°03'49", an arc length of 75.43 feet, and a chord bearing and distance of South 62°58'45" West, 75.12 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

South 53°56'51" West, 299.57 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342", being the southeasterly corner of a 10.707 acre tract as conveyed to Marble Cliff Quarry Community Authority in Instrument Number 202105200089658;

Thence along the common lines of said 45.140 acre tract and said 10.707 acre tract, the following thirty-four (34) courses:

North 36°03'09" West, 8.25 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 53°56'51" West, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 90°00'00", an arc length of 14.92 feet, and a chord bearing and distance of North 81°03'09" West, 13.44 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

North 36°03'09" West, 7.05 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 53°56'51" West, 8.25 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 306.95 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 53°56'51" East, 8.25 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 5.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 90°00'00", an arc length of 14.92 feet, and a chord bearing and distance of North 08°56'51" East, 13.44 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

North 53°56'51" East, 6.83 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 55.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 53°56'51" West, 6.83 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 90°00'00", an arc length of 14.92, and a chord bearing and distance of North 81°03'09" West, 13.44 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

North 36°03'09" West, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 53°56'51" West, 7.75 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 313.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 53°56'51" East, 7.75 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 90°00'00", an arc length of 14.92 feet, and a chord bearing and distance of North 08°56'51" East, 13.44 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

North 53°56'51" East, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 53.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 53°56'51" West, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 90°00'00", an arc length of 14.92 feet, and a chord bearing and distance of North 81°03'09" West, 13.44 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 53°56'51" West, 53.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 36°03'09" East, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of curvature;

Along a curve to the right having a radius of 9.50 feet, a delta angle of 90°00'17", an arc length of 14.92 feet, and a chord bearing and distance of South 08°56'59" West, 13.44 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

South 53°57'08" West, 7.00 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 36°03'09" East, 8.25 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 53°56'51" West, 487.36 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

North 36°03'09" West, 8.25 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

Along a curve to the right having a radius of 9.50 feet, a delta angle of 87°33'45", an arc length of 14.52, and a chord bearing and distance of North 82°09'51" West, 13.15 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342" on a point of tangency;

North 38°22'59" West, 5.77 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342";

South 51°37'01" West, 52.02 feet to an a 5/8" rebar found capped "EP FERRIS SURVEYOR 8342", being on the southwesterly line of said 45.140 acre tract, a northeasterly line of said 62.035 acre tract and the northwesterly corner of said 10.707 acre tract;

Thence along the northeasterly line of said 62.035 acre tract and the southwesterly line of said 45.140 acre tract, North 38°22'59" West, 404.02 feet to a mag spike found;

Thence continuing along the northeasterly line of said 62.035 acre tract and the southwesterly line of said 45.140 acre tract, North 39°40'37" West, 846.43 feet to the **TRUE POINT OF BEGINNING**, containing 39.408 acres (1,716,594 S.F.), more or less.

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

Mag spike found are set in solid rock and are 3" long, 3/8" shaft diameter magnetic spikes with a 1" diameter head with a 2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

Mag nails set are a magnetic nails with 1-1/2" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

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This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E. P. Ferris & Associates, Inc. on November 9, 2022 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 11/21/22

Matthew Lee Sloat, PS Date
Registered Surveyor No. 8342

Exhibit D

BY-LAWS (Code of Regulations) of

QUARRY TRAILS HOMES

CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Quarry Trails Homes Condominium Association ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Quarry Trails Homes 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 Directors of the Association shall be at such place in Franklin County, Ohio as the Board of Directors ("the Board") may from time to time designate.

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

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

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

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Unit Owner entitled to vote at the 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 seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Where a special

meeting is called to approve any of the actions listed in subparagraphs A or B of Article VII, Section 7 of the Declaration, not less than 25-days notice shall be required.

Section 5. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Owners entitled to cast at least twenty percent (20%) of the voting power of the members shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

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

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chair, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

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

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

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

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

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

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

Section 11. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear (in the case of telephonic) or view written versions of all communications (in the case of other electronic methods), participate and respond to every other member of the Board.

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

Section 13. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

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

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

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

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

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

(f) adopt and publish Rules and Regulations:

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

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

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

(iv) establishing penalties for the infraction thereof;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE VI

REPRESENTATIVES ON BOARD OF MASTER ASSOCIATION

After the "Turnover Date," as defined in the Master Association Declaration, the Owners of Units in the Condominium, together with the Owners of Units in the Ridge Homes Condominium (as defined in the Master Association Declaration), have the right to elect or appoint two (2) of the members of the Board of Directors of the Master Association. Unless the Master Association Declaration (and/or the bylaws of the Master Association) requires that a separate election be held for the representatives of the Condominium and the Ridge Homes Condominium, such representatives shall be appointed by joint action of the Board of Directors of the Condominium and the Board of Directors of the Ridge Homes Condominium. The appointed representatives may, but need not be, officers of the Condominium or the Ridge Homes Condominium, but must in all events be Unit Owners of one of the two Condominiums. The appointed representatives shall serve for one term of one year or until another representative is appointed in that person's place. One or both of the appointed representatives may be removed and replaced at any time, with or without cause, by joint action of the Board of Directors of the Condominium and the Board of Directors of the Ridge Homes Condominium. For purposes hereof, joint action of the two Boards shall mean (a) an action taken at a meeting of the Director of both Boards in which a majority of both Boards are present and a majority of both Boards approves the appointment or removal or (b) an action by unanimous written consent without meeting approved by all Directors of both Boards. If a majority of both Boards do not agree upon the selection or removal of one or more representatives, or if a joint meeting of the two

Boards cannot be arranged at which a majority of both Boards are present, the Board of Directors of the Homes Condominium shall have the right, by majority vote of that Board, to appoint or remove the representative(s), and such action shall be effective as a joint action of the two Boards.

ARTICLE VII

COMMITTEES

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

ARTICLE VIII

BOOKS AND RECORDS

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

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

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

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

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

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

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

ARTICLE IX

AUDITS

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

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

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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