The Reserve Condominiums at Scioto Crossing

Budget for Current Year



APOGEE PROPERTY MANAGEMENT

The Reserve Condominiums at Scioto Crossing

Monthly and Annual Budgets 2026

	Annual	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sep 26	Oct 26	Nov 26	Dec 26
Revenues													
Association Assessments													
Condo Fees	579,232	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,273
TOTAL Association Assessments	579,232	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,269	48,273
Utility Reimbursements													
Utility - Water Reimbursement	64,000	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,337
TOTAL Utility Reimbursements	64,000	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,333	5,337
Total - Revenues	643,232	53,602	53,602	53,602	53,602	53,602	53,602	53,602	53,602	53,602	53,602	53,602	53,610
Expenses													
Contribution to Reserves	136,838	11,403	11,403	11,403	11,403	11,403	11,403	11,403	11,403	11,403	11,403	11,403	11,405
Park Association Assessments	68,000	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,663
Operating Contingency	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Common Utilities													
Electric	32,000	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,663
Water & Sewer	66,000	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Water Meter Read Service	8,500	708	708	708	708	708	708	708	708	708	708	708	712
Cable-Internet-Phone	86,000	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,163
TOTAL Common Utilities	192,500	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,038
Common Maintenance													
Building Maintenance	31,000	2,583	2,583	2,583	2,583	2,583	2,583	2,583	2,583	2,583	2,583	2,583	2,587
Gutters & Downspouts	10,000				5,000						5,000		
Fire Safety System	8,000	667	667	667	667	667	667	667	667	667	667	667	663
Garden Units - Common Area Cleaning	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
TOTAL Common Maintenance	63,500	4,250	4,250	4,250	9,250	4,250	4,250	4,250	4,250	4,250	9,250	4,250	4,250
Common Grounds													
Landscape Contract	48,000			4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Grounds Maintenance	8,000	667	667	667	667	667	667	667	667	667	667	667	663
Snow Removal	12,000	2,000	3,500	1,000								2,000	3,500
Trash Removal	6,500	542	542	542	542	542	542	542	542	542	542	542	538

Monthly and Annual Budgets 2026

	Annual	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sep 26	Oct 26	Nov 26	Dec 26
TOTAL Common Grounds	74,500	3,209	4,709	7,009	6,009	6,009	6,009	6,009	6,009	6,009	6,009	8,009	9,501
Administrative													
Insurance	47,500	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,962
Management Fee	25,200	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100
Legal Fees	10,000	833	833	833	833	833	833	833	833	833	833	833	837
Accounting Fees	600				600								
Printing/Copies/Postage	1,750	300	115	300	115	115	115	115	115	115	115	115	115
Web Portal	1,344	112	112	112	112	112	112	112	112	112	112	112	112
TOTAL Administrative	86,394	7,303	7,118	7,303	7,718	7,118	7,118	7,118	7,118	7,118	7,118	7,118	7,126
Cross-Associations Expenses													
Shared Common Grounds Maintenance	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
TOTAL Cross-Associations Expenses	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Total - Expenses	643,232	49,874	51,189	53,674	58,089	52,489	52,489	52,489	52,489	52,489	57,489	54,489	55,983
Net Income		3,728	2,413	(72)	(4,487)	1,113	1,113	1,113	1,113	1,113	(3,887)	(887)	(2,373)

The Reserve Condominiums at Scioto Crossing

Declaration / CC&Rs



APOGEE PROPERTY MANAGEMENT

CB 152
pgs 59-77

DECLARATION AND BYLAWS Condo Plat: 200507290151610

[redacted]

CREATING AND ESTABLISHING A PLAN FOR

200507290151609
Pgs: 60 $492.00 T20050058903
07/29/2005 10:06AM HAC
Robert G. Montgomery
Franklin County Recorder

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

THE RESERVE CONDOMINIUMS
AT SCIOTO CROSSING

200508030155618
Pgs: 60 $0.00 T20050060207
08/03/2005 11:14AM HAC
Robert G. Montgomery
Franklin County Recorder

Re-Record to Show Condo Plat

CERTIFICATE OF AUDITOR

July 29, 2005

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

Joseph W. Testa James E. Lenning
Franklin County Auditor

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 152 PAGE 59-77

TRANSFERRED

JUL 29 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

This instrument prepared by Judith E. Tribble, Attorney at Law, 6540 Highlands Ct. Delaware, Ohio 43015.

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DECLARATION

This is the Declaration of The Reserve Condominiums at Scioto Crossing made on or as the _____ day of July 2005, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Scioto Crossing Development, LLC, an Ohio Limited Liability Company. "Declarant", is the owner in fee simple of all of the real property hereinafter described in the improvements thereon and appurtenances thereto.

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

Definitions

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

1. "Additional Property" means the land, and improvements thereon, that may, at the subsequent time, be added to the Condominium Property and become a part of the Condominium. It may also mean the land, and improvements thereon, that is owned by the Development Company.

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, Incorporating The Reserve Condominiums at Scioto Crossing Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).

3. "Association" and "The Reserve Condominiums at Scioto Crossing Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

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

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

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

7. "Condominium" and "The Reserve Condominiums at Scioto Crossing" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

8. "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.

9. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, the Development Disclosure statement provided to purchasers pursuant to Section 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 a condominium property or unit".

10. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

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

12. "Declarant" means Scioto Crossing Development, LLC, an Ohio Limited Liability Company, and whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

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

14. "Director" and "Directors" mean that Person or those Persons serving, at the time pertinent, as a Director or Directors of the Association, and mean that same Person or those Persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

15. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

16. "Dwelling Unit" or "Dwelling Units" mean that portion or those portions of the Condominium Property described as a Unit of Units in this Declaration the use of which is limited to residential purposes.

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

18. "Garage or garages" mean that portion or those portions of the Condominium Property described as a Unit or Units in this Declaration the use of which is limited to the storage of vehicles or personal effects.

19. "Limited Common Elements" (and sometimes on the Drawings, referred to as "Limited Common Areas") means those Common Elements serving exclusively one Unit or more than one but less than all the Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that

portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

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

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

22. "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. A Unit consists of both a Dwelling Unit and for a majority of units, a garage.

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

The Plan

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

ARTICLE 1

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in Franklin County, Ohio, and consisting of 7.326 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "The Reserve Condominiums at Scioto Crossing".

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

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

as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing; (I) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit without prior Association approval), making professional telephone calls or corresponding, in or from a Dwelling Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions: (II) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, one or more Dwelling Units, one or more garage(s) and/or a portion of the Common Elements as sales and rental models and offices, and for storage and maintenance purposes, and (III) one or more Dwelling Units and/or garage(s), and/or a portion or portions of the Common Elements may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Garage uses- No garage(s) shall be used for other than the parking and storage of vehicles and the storage of personal effects, or for rental to another Reserve Condominiums at Scioto Crossing Unit Owner. In no event shall the Garage Unit be used as a residence. Furthermore, no such use shall be made of; a garage except by the Owners or Occupants of a Dwelling Unit, or temporarily by a non-paying guest of a Unit Owner or Occupant, the Association, or by the Declarant during the time of its sale of Units. No garage shall be used to store items that are deemed "highly explosive or hazardous substances" besides the normal amount and customary usage of items such as vehicle gasoline or petroleum.

(c) Common Element Uses- The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as, may from time to time, be promulgated by the Board.

(d) Limited Common Element Uses- Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements or Limited Common Areas 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 shall be used only for the purposes intended and subject to the other provisions of this Declaration. The Board may promulgate these rules from time to time.

(e) Visible Areas- Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds white or off-white color or with white or off-white backing visible to the exterior) or placed on the outside walls of buildings or

otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but , in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

(f) Nuisances or Offensive Activities- No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose, which may endanger the health of or unreasonably disturb any Occupant. The Board may, if it determines that an owner has allowed the Limited Common Elements appurtenant to a Unit to become unsightly, come on the Limited Common Elements to clean debris and maintain the 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 assessment against such Unit. Due to the multi-layer construction of the Units, there will be some normal noise associated with this building composition. Excessive, noxious, or extremely offensive noise that breaches quiet enjoyment of any Unit owner is prohibited.

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

(h) Renting and Leasing- (A) No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food or beverages, maid service, the furnishings 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 the Unit only. No lease may be 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 lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant and the time during which the lease term shall be in effect. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the occupants of any covenant, condition and restriction contained in the Declaration, or the By Laws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction

brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for the and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least 10 days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgages and institutional and governmental agency guarantors; mortgage insurers necessary to qualify buyers and Owners and/or the Condominium for owner-occupied residential financing, and to maintain the character of the Condominium that may be rented, provided, that no such rules shall limit or restrict the right of (I) an institutional first mortgage, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgage, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (II) Declarant, or Declarant's assignee, who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Declarant or such successor.

(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 not in excess of five square feet in size, advertising the Unit for sale or rent until after December 31st of 2007; and (III) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in sub-item (I), above uses shall not be permitted after Declarant's period of sales and rental of Units as stated above.

(j) Replacements- Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure types, 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 or Limited Common Elements, which may impair the structural integrity of any improvements.

(l) Construction in Easements- No structure, planting or other material shall be placed or permitted to remain within the easement for the installation and 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 drain 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, bred or maintained for commercial purposes, may be maintained in a Dwelling Unit, provided that: (I) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against the Persons who do not clean up after their pets; and (II) the right of an Occupant to maintain an animal in a Dwelling Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(n) Conveyances- Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Element will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Element by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations. The transfer of such unit may be subject to a transfer fee, made payable to the association. This fee is an amount of three hundred seventy-five dollars ($375) until midnight of December 31, 2015 and an amount of five hundred dollars ($500) until midnight of December 31, 2025, and an amount of seven hundred fifty dollars ($750) if ownership is transferred thereafter.

(o) Discrimination/Handicapped Accommodations- No action shall at any time be taken by the Association or its' Board which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rules or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of

the Association.

(p) Architectural Control- Except for improvements constructed by Declarant or its designee during the initial construction, no building, fences, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

(q) Rules and Regulations- In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. The Board shall furnish a copy of all rules and regulations to the Owners of each Unit prior to the time when the same shall become effective.

(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 that three (3) 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-days (30) thereafter. No action at law may be initiated by either party to such dispute unless arbitration pursuant hereto has first been had. The Board may settle the dispute in accordance with the Commercial Rules of Arbitration, then followed by the American Arbitration Association or such other arbitrating entity agreed upon by both parties.

(s) Existing Restrictions- In addition to the foregoing restrictions, the Condominium property is also subject to certain covenants and restrictions set forth in the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Scioto Crossing Park Association of record in Official Volume [illegible] et seq., records of the Franklin County Recorder as the same may be supplemented from time to time. Pursuant to the provisions of the Covenants, each Dwelling Unit Owner is a mandatory member of the Scioto Crossing Park Association.

Dec Instru# 200507290151514, Date 200507290151515

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings- There are seven (7) Dwelling Unit residential buildings in the first phase of development. Of these seven (7) buildings, there are four (4) Dwelling Unit residential buildings that contain shared entrances and hallways leading to the attached garages. Each of these buildings contains eight (8) Dwelling Units with eight (8) garage structures located at the end of the building, for a total of thirty-two (32) garages. There is one (1) Dwelling Unit residential building containing eight (8) units with separate unit entrances and eight separate attached garages with entrance from the appropriate unit only. Additionally, there are two (2) Dwelling Unit residential buildings containing (4) Dwelling Units, each with a separate unit entrance and four (4) attached garages with entrance from the appropriate unit only. Thus, there are a total of forty-eight (48) Dwelling Units and (48) Garage Units in the first phase of the Condominiums. There will be subsequent phases totaling a maximum number of two hundred sixteen (216) units.

a. Residential Buildings. The residential buildings are of two types: (i) the first residential building has two floors above grade without basements. Each floor contains four single-story garden style Dwelling Units. The garden style Dwelling Units will be built on concrete slabs foundations with wood frames, asphalt shingle roof, with brick, stone and hardy plank siding exteriors. The garden style Dwelling Units also includes interior lobbies, hallways and stairwells to service the Dwelling Units and the attached garages if applicable. Units in the garden style residential building do not have basements, but Dwelling Units on the first floor have patios and Dwelling Units on the second floor have balconies. Some Dwelling units may also have a screened/enclosed porch. (ii) The second type of residential building contains two-story townhouse style Dwelling Units without a basement but its own private entrance and an attached garage with accessible through the appropriate only. The residential building containing the townhouse style Dwelling Units is built on a concrete block foundation, with wood frame, a fiberglass shingle roof, and an exterior of brick and hardy plank siding. Some Dwelling Units also have a screened/enclosed porches or balconies.

b. Garage Structures. The garage structure is single-story, built on a concrete foundation, with wood frame, an asphalt shingle roof and hardy plank siding exterior. Most of the garages are attached at the end of the buildings on the garden style residential Dwelling Units and share a common area hallway to gain access to the garage. The townhouse style units have attached garages to each individual unit with private entrances.

Section 2. Other- Also, a part of the Condominiums are private drives and driveways, exterior parking areas, exterior lighting, and green and landscaped areas.

ARTICLE V

UNITS

Section 1- Each of the Dwelling Units is legally designated by a four-digit number, which corresponds with the numerical portion of the street address of the

Dwelling (the Dwelling Unit's "Unit designation"). Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit B".

Section 2- Composition of Units-

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

(1) The decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finished material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

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

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

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

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

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

(7) The space in any balcony or patio;

(8) The space in any screened/enclosed porch;

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

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

(11) In the case of a townhouse Dwelling Units, the space in the attached garage;

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

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

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

(3) Fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components- The location, dimensions, type and composition of each Unit are also shown on the Drawings. The approximate size of each Unit's interior is set forth in Exhibit B. The Developer reserves the right to modify interior features. Each garden and townhouse Unit has direct access to a Common Element, which leads to roadways Essex Gate Drive South, Gabrielle Drive, and Carberry Drive which leads to Sawmill Road, a main thoroughfare, and Emerald Parkway including other privately built roads.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

Section 2- Limited Common Elements-Description- Those portions of the Common Elements that are labeled or designated "limited common elements" or "limited common areas" on the Drawings, are Limited Common Elements. These limited common elements and limited common areas are the areas appurtenant to each Dwelling Unit consisting of and as designated and shown on the Drawings, and in some instances, parking spaces, a patio or porch, and/or stoop. In addition, in the case of the garden style Dwelling Units, the garage(s) attached to the end of a residential building, the common access and passage doors leading to the garages. Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

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 having an equal undivided interest in the Common Elements. 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 the Units in the Common Elements shall be uniformly reallocated equally among all units including those originally submitted with this Declaration and those added after the date hereof. The maximum possible undivided interest for each unit is 1/48 and the minimum possible undivided interest is 1/216.

Section 4-Limited Common Elements-Reallocation- Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, rights to the use of limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

(a) The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected limited Common Elements.

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

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

Section 5-Construction of improvements in Common and Limited Common Elements

Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law and subject to such rules as the Board may adopt, the Board may authorize the use of Limited Common Elements appurtenant to a particular Unit to be used by the used for the construction of open, unenclosed patios, hedges, decks, fences or similar improvements provided that:

(a) All requirements of subsections (d) and (o) of Article III, Section 2, above, are complied with;

(b) All such improvements are insured and maintained by the owner of the Unit to which such Limited Common Elements are appurtenant; and

Such obligations to insure and maintain are memorialized in an agreement prepared at the direction of the Board (but at the expense of the requesting Unit Owner) and recorded in the chain of title to the Unit so that all successors in the title shall have notice that the insurance and maintenance of such improvements are not the responsibility of the Association.

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- Voting rights of members are as set forth in the Bylaws.

Section 4- Board of Directors- The number of composition, and the authority, rights and responsibilities of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws. The Board shall initially be those three persons named as the initial Directors in the Articles, or such other person or persons as may, from time to time, be substituted by the Declarant. No later than sixty (60) days after Units to which 25% of the undivided interest in the Common Elements appertain have been sold and conveyed by the Declarant, 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 numbers of Units that can be created (80).

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 fifth anniversary of the establishment of the Association, the Association shall meet 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 the successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors of the 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 waive its right to select one or more Directors or 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 and 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 contract 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 the 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 a interest in other real property and encumber 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 units owner association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;
(j) Grant easements, lease, licenses, and concessions thorough or over the Common Elements;
(k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
(l) Impose interest and late charges for the payment of assessments and impose returned check fees charges;
(m) Promulgate and, pursuant to division (C) of this section 6 of Article VII, impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;
(o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;
(p) Enter a Unit for bona fide purpose when conditions exist that involve an imminent risk of damage or harm to the Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;
(q) To borrow funds, as needed, ad pledge such security and rights of the Association as may be necessary and 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 the recreational facilities of a Unit Owner or the Occupants of the Unit of Owners of which are delinquent in the payment of assessments for more than thirty days (30);
(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 other similar holder, insurer or guarantor of the first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider necessary and appropriate;
(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
(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;
    (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 in 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(b) 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(b) 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 Boar imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.
(c) Manner of Notice. Any notice required under this Section to be served:
    (i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the

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

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

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

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 firs mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior power of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of the Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to employ professional management. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to perform and supply an audit of the Association's financial records.

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 Declarant which includes adding, deleting or modifying any provision regarding the following:
   (1) Assessment basis or assessment liens;
   (2) Any method 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 Elements 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 action 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 mortgages or a majority vote of the members;
(3) Expanding the association to include land not previously described as additional land which increase 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, the Association's "Statutory Agent", and that Person's residence or place of business, which is in the State of Ohio, is:

P. Ronald Sabatino
3895 Stoneridge Lane
Dublin, Ohio 43017

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1- Association Responsibility- The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefore, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements except as herein provided, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all Element porches and stoops that do not constitute a part of a Unit and the structural portions of the cleaning and housekeeping of any Limited Common Element or components thereof or for the Limited Common Element walkthrough areas located in a residential building leading to an attached garage structure, to include the lobby doors and passage doors to the garages. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common Elements, including the Limited Common Element porches and stoops. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Association shall not have responsibility to pay the cost of repair or maintenance of any Unit or component, thereof, or repair, maintenance, or replacement of personal property within a Unit, or improvements made by Unit Owners hereafter. 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 section 5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 2- Individual Responsibility- Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors (except lobby and passage doors), including the frames, sashes and jambs, and the hardware therefore, any screened or enclosed porch part of that Owner's Unit, and any balcony part of that Owner's Unit. In addition, garage Owners served by an interior Limited Common Element walkthrough area located within a residential building shall be responsible for the payment of a proportionate share of cost, if any, of cleaning, repairing, maintaining and replacing the carpeting and light fixtures located within the Limited Common Element walkthrough areas, if any, serving that Owner's garage and for cleaning and painting the walls and ceiling located within the Limited Common Element walkthrough areas, if any, serving that Owner's garage. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner of Occupant, or is a result of the failure of any Unit Owner of his/her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

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

ARTICLE XI

INSURANCE; LOSSES

Section 1- Fire and Extended Coverage Insurance- The Board shall have the authority to and shall obtain insurance for all building, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements', or common property of the Association, against loss or damage by fire, lighting, and such other perils as are ordinarily insured against under "special form" policies, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also;

(a) Provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefore, even though these improvements may be parts of Units; and any other items of property for which coverage is required by the Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon the Units of the Condominium;

(b) At the option of the Board, in its sole discretion, provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;

(c) Have (I) an agreed amount and inflation guard endorsement, when that can be obtained, (II) building ordinance or law endorsements, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs,
providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and (III) when applicable, a team boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy)

(d) Provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefore, even though these improvements may be parts of Units; and any other items of property for which coverage is required by the Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage

loans upon the Units of the Condominium;
Provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefore, even though these improvements may be parts of Units; and any other items of property for which coverage is required by the Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon the Units of the Condominium;

(1) Provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefore, even though these improvements may be parts of Units; and any other items of property for which coverage is required by the Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon the Units of the Condominium;

(2) At the option of the Board, in its sole discretion, provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;

(3) Have (I) an agreed amount and inflation guard endorsement, when that can be obtained, (II) building ordinance or law endorsements (see also Owner's Title Policy), if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and (III) when applicable, a team boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy):

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

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

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

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

(8) Be paid for by the Association, as a common expense;

(9) Contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners;

(10) Provide that the insurance shall not be prejudice by any acts or omissions of Individual Unit Owners who are not under the control of the Association; and

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

Section 2- Liability Insurance- The Association shall obtain and maintain, at the Associations cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, public ways and any other areas under the Association's supervision, and Units. If any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and the guarantors for projects similar in construction, location and use, and (b) one million dollars, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners, and shall include, without limitation, coverage for legal liability of the insures for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association, is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

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

Section 4- Hazard Insurance Carrier- Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating the Best's *Insurance Reports-*

International Edition, an "A: or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBB" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *International confidential Rating Service.* Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5- Other Association Insurance- In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, director's and officers' liability insurance, and such other insurance as the Board may determine.

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

Section 7- Unit Owners' Insurance- Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner of 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, limiting the foregoing, a Unit Owner of 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 of Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

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

Section 9- Insufficient Insurance- In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Eligible Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be forced in the same manner as herein provided for the nonpayment of assessments.

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

Section 11- Flood Insurance- In the event that the Condominium is located within an area which has been officially identified by the Department of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and maintain, at the Association's cost and as a common expense, a "master" or "blanket" policy of flood insurance covering the buildings and any other Condominium Property covered by the required form of policy, such policy being in the form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator, in an amount deemed appropriate by the Association, but not less than the lesser of (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of current "replacement cost" of all such buildings and other insurable property within such area.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION

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

Section 2- Election Not to Restore; Termination- The Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of voting power of Unit Owners, and the consent of Eligible Mortgagees of first mortgages on Units which at least seventy-five (75%) of the votes of the Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage, destruction or taking hereinafter provided, both votes given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such and election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in

the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

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

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

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

Section 4- Non-Restorable Unit- Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his/her or its mortgage, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his/her or its respective first mortgage, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, shall with respect to that Unit be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest vote, membership in the Association, and the liability for common expense. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking.

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

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

Section 2- Right of Entry for Repair, Maintenance and Restoration- The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. 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 Owner or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3- Easements for Encroachments- Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements, or by reason or errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 4- Easements for Support- Every portion of a building or utility line or any improvements 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 Proper Operations- Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing, and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, sprinkler systems, master television antennas, and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing

companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonable interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof, in addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Owners and Occupants.

Section 6- Easement for Service- Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar Persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 7- Easements Reserved to Declarant- Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

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

(b) For the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers;

(c) For the initial sales and rental period, to maintain and utilize one or more Units, and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(d) For so long as Declarant, its successors and assigns, have the right to expand the Condominium, to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service the same; and

(e) Unless and until, if ever, the Condominium has been expanded to encompass all of the Additional Property, to Owners and Occupants of all or any part of the Additional Property, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property and the public walking and bicycle paths. In this connection, the Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and public street.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with operation of the Association and the rights of Owners and Occupants of Units.

Section 8- Access Easement- a non-exclusive perpetual easement over and upon the private drives located on the Additional Property is hereby reserved to the Owner and Owners of each Unit, and their respective invitees and licensees, and the Occupant or Occupants of each Unit, for ingress and egress to and from the Condominium Property and Sawmill Road.

Section 9- General- Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided here in shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights and easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

Section 10- Power of Attorney- Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Owner's attorney-in-fact, to execute deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1- Types of Assessments- The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay the Association; (a) operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided (d) assessments for the Scioto Crossing Park Association.

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

Section 3- Elements-Apportionment; Due Dates-

(a) Operating Assessments-

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

(a) That the period's estimated cost of the maintenance, repair, and other services to be provided by the Association;

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

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

(d) The estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated assessments on all Units or 10% of the gross amount of assessments collected;

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

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

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

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

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

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

(VI) So long as the Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association at or prior to the time Unit Owners other than Declarant control the Association. Each Unit's share of the working capital reserve fund shall be collected either at the time the sale of the Unit is closed or when control of the Association is vested in Unit Owners other than Declarant, whichever is earlier, without prejudice to Declarant's right to recover its contribution from purchasers of Units from Declarant subsequent to such vesting control.

(b) Special Assessments for Capital Improvements-

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

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

(c) Special Individual Unit Assessments- The Board shall levy assessments against an individual Unit, or Units and the Unit Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or is designee, reasonably determines is attributed to that Owner's Unit, and a Unit Owner's interest, late charges, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit 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 and Owners of that Unit that Unit's 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 the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' and its' Owners' share of taxes and assessments shall be binding upon all Unit Owners.

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

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

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

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

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

(d) At any time after any assessment, any installment of any assessment, or any portion of any installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, and costs, including attorney fees, may be filed with the Franklin County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal indemnification of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

(e) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefore, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for

the release and satisfaction or mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Unit Owner who believes that an assessment chargeable to his/her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio, 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 record of all or a portion of that lien.

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

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

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

(j) No 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 that Owner's or those Owner's Unit.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security services and accordingly assessments accruing or becoming due during the pendency of bankruptcy, proceedings shall constitute administrative expenses of the bankrupt estate.

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

prior, in the case of foreclosure, to the date of the sale and in all other cases, to the date legal title vested in the successor Unit Owner. The foregoing will not relieve any successor Unit Owner from the obligation for assessments accruing thereafter.

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

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1- General- The Condominium Act and institutional mortgages require that certain information and lawfully binding obligations be set forth in the Condominium Instruments. Much of this is provided elsewhere in the Condominium Organizational Documents and in other documents, but in order that all such information and obligations be provided in this Declaration, various items of that information and of those obligations are set forth in the following sections of this article.

Section 2- Deposits- Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the prevailing rate payable by federally insured financial institutions in Franklin County, Ohio on daily interest accounts per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer. Payments for changes and optional items shall not be nor be deemed to be deposits or down payments, and are not subject to the foregoing. From and after July 20, 2004, the deposit or down payment may be withdrawn from trust or escrow (but not sooner than commencement of construction of improvements to the building in which the Unit is located) for use by Scioto Crossing Development, LLC. in the actual construction and development of the condominium property, and upon such withdrawal, shall not earn interest on any portion withdrawn. (The Developer may not use moneys for advertising purposes or for salaries, commissions, or expense of agents.)

Section 3- Association Control- Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, except as expressly provided herein. The control of the Association shall pass to the Unit Owners within the project, not later than the earlier of the following; (i) 120 days after the date by which seventy-five (75) percent of the units have been conveyed to unit purchasers or (ii) the last date of a specified time of three (3) to five (5) years following the first conveyance to a Unit Owner. The Owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Condominium Act.

Section 4- Limited Warranties- Declarant provides to each purchaser of a Unit from it certain limited warranties which are described in a development statement provided to each purchaser at or prior to the time the purchaser enters into a contract to purchase a Unit.

Section 5- Declarant's Obligation- Declarant will be vested with the rights and be subject to the duties of a Unit Owner in its capacity as Owner of Units not yet sold, set

forth herein, or in any other Condominium Instrument, or established by law, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

Section 6- Unit Owner's Rights and Obligations- Each Unit Owner will be vested with the rights and be subject to the duties of a Unit Owner set forth herein, or in any other Condominium Instrument, or established by law, during the time of that Owner's ownership of a fee simple interest in a Unit.

ARTICLE XVII

EXPANSIONS

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

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

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

Section 4- Legal Description- A legal description, by metes and bounds, of all of the land that is to be included as the Condominium Property by submission to the Condominium Act as part of this condominium, is attached hereto and marked "Exhibit A", and together with any improvements placed thereon and added thereto.

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

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

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

Section 8- Maximum Number of Units- The maximum number of Units that may be created on the Additional Property and added to the Condominium Property is one hundred sixty-eight (168) Dwelling Units, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of Units or other improvements that may be constructed on all or any portion of the Additional Property

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

Section 9- Non-Residential Uses- No Dwelling Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use, provided that nothing herein shall prohibit the construction and addition of garages for purposes provided herein.

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 and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design; provided that Declarant shall be permitted to construct and add freestanding garage structures containing garage(s). Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of units in a building, types or mix of types of units in a building, variances in setbacks or locations of structures in relation to other improvements, or minor changes in size, design or finish detail.

Section 11- Improvements Other than Structures- If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property.

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

Section 13- Limited Common Elements- Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type and size as those areas now so designated as such. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

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

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

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

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

(b) The Owner or Owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one (1.00) vote for each Dwelling Unit owned by that Owner or Owners and $1/100^{th}$ (.01);

(c) With respect to Units added, operating assessments shall commence with the later of (I) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (II) the date established by the Association for the commencement of any operating assessment, and shall be pro rated based on the number of full calendar months remaining in the year for which the operating assessments were levied; 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, mortgages, and lessees thereof, with equal meaning and of like force and effect.

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

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1- Notices- Any Eligible Mortgagee, upon written request to the Association (which request states the name and address of such Eligible Mortgagee and the Unit designation), shall be entitled to timely written notice by the Association of;

(a) Any purposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating; (I) voting rights; (II) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (III) reductions in reserves for maintenance, repair, and replacement of Common Elements; (IV) responsibility for maintenance and repairs; (V) reallocation of interest in the Common Elements (including the Limited Common Elements), or rights to their use; (VI) redefinition of boundaries of any Unit; (VII) convertibility of Units into Common Elements or vice versa; (VIII) expansion or contraction of the Condominium of the addition, annexation or withdrawal of property to or from the Condominium; (IX) hazard or fidelity insurance requirements; (X) imposition of any restrictions on the leasing of Units; (XI) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (XII) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium Instruments or by an Eligible Mortgagee; (XIII) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium Instruments; (XIV) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (XV) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

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

(c) (I) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (II) any delinquency for sixty (60) days in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (III) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (IV) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit designation or address of the Unit on which it holds, insures or guarantees the

mortgage shall be entitled to timely written notices of the events described in this subsection (c).

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

Section 3- Approval Rights- Notwithstanding any other provision hereof, if a federal or other nationally broad-based institutional mortgage, guarantor, or insurer of residential home loans;

(a) Holds, insurers, or guarantees payment of all or part of the mortgage secured loan one or more Units in the Condominium;

(b) Has not theretofore approved a plan of expansion of the Condominium to which a proposed addition to the Condominium conforms; and

(c) Requires approval of proposed additions to the Condominium.

Neither the Additional Property nor any part thereof may be added to the Condominium without the prior written consent of such holder, insurer, or guarantor.

ARTICLE XIX

AMENDMENTS

Section 1- Power of Amend- Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees exercising fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) The consent of all Unit Owners shall be required for any amendment effecting a change in;

(I) The boundaries of any Unit;(except screened/enclosed porches, patios or enclosed balcony areas)

(II) The undivided interest in the Common Elements appertaining to a Unit of the liability for common expenses appertaining thereto;

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

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

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

(c) In any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extend necessary to (I) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (II) correct typographical of factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than the Declarant, the Declarant, shall not be amended to increase the scope or the period of control of the Declarant; and

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

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

(f) 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 (75%) of the voting power of the 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 mortgage holders of first mortgages on Units to which at least fifty-one (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

   i. a change to any of the provisions governing voting rights
   ii. a change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than 25%
   iii. a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;
   iv. a change in any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;

v. a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;
vi. 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;
vii. a change to any of the provisions governing hazard, fidelity or other insurance requirements;
viii. a change to any of the provisions governing restrictions affecting the leasing of a unit
ix. a change to any of the provisions governing restrictions affecting the sale of a unit;
x. a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;
xi. a change to any of the provisions governing restoration or repair of improvements in the Condominium;
xii. a change to any of the provisions which provision is for the express benefit of mortgages;
xiii. 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;
xiv. a change to any of the provisions governing the rights of any specific class of members;
xv. a change to any of the provisions governing dissolution of the Association except pursuant to a merger or consolidation;
xvi. a change to any of the provisions governing the conveyance of any or all of the Common Elements;
xvii. any other amendment to any of the Condominium Organizational Documents.

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

The Board may amend the Declaration in any manner necessary for any of the following:

(a) to meet the requirement s of institutional mortgages, 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 in compliance with Chapter 5311 of the Ohio Revised Code;
(d) to correct clerical and typographical errors or obvious errors in the Declaration; or
(e) to designate a successor to the person named to receive service of process for the Association.
(g) If the condominium has been approved by the Department of Veterans Affairs, and while Declarant is in control of the Association, any amendment (except those aiding the expansion of the condominium in accordance to the provisions of Article XVII, above) must be approved by the Secretary of the Department of Veteran's Affairs.

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

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

ARTICLE XX

GENERAL PROVISIONS

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

Section 2- Actions- In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted there under, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or Invitee, or for injury to such Person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortuous act of the Association or such Director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use,

provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

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

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

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

Section 6-Zoning Disclosure- Scioto Crossing Development, LLC. owns the land more specifically described by a metes and bounds description, attached hereto as Exhibit C. This 22.361-acre tract is zoned for residential use and Scioto Development LLC. plans to erect more condominiums in subsequent phases to the Reserve Condominiums at Scioto Crossing. Additionally, Developer plans to build one hundred and seventy-four (174) apartment units to be called the Residences at Scioto Crossing and to build sixty (60) detached condominiums to be called the Estates Condominiums at Scioto Crossing, but may change as deemed proper by Developer.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 18th day of July 2005.

SCIOTO CROSSING DEVELOPMENT, LLC

BY: _____
P. Ronald Sabatino

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me, by P. Ronald Sabatino, the Managing Member of Scioto Crossing Development LLC., an Ohio Limited Liability Company, the Declarant herein, on its behalf this 18th day of July 2005.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

JUDITH E. TRIBBLE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT 'A'
DESCRIPTION OF A 7.326 ACRE TRACT OF LAND
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Section 2, Township 2, Range 19, United States Military Lands and being 7.326 acres out of that 48.130 acre tract as conveyed to Scioto Crossing Development, LLC by deed of record in Instrument Number 200411230269045, said 7.326 acres being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7769 at the centerline intersection of Sawmill Road and Saltergate Drive, and being the centerline intersection of said Sawmill Road and Emerald Parkway as shown of record in Plat Book 107, Pages 11 through 13;

Thence **N 87° 25' 06" W**, with the centerline of said Emerald Parkway, a distance of **85.00 feet** to a point;

Thence **N 02° 34' 54" E**, across said Emerald Parkway, a distance of **50.00 feet** to an iron pin set in the northerly right-of-way line of said Emerald Parkway, and being the **True Point of Beginning**;

Thence with said northerly right-of-way line, the following courses and distances;

N 87° 25' 06" W, a distance of **165.00 feet** to an iron pin set at a point of curvature of a curve to the left; and

Southwesterly, with the arc of said curve **(Delta = 23° 57' 32", Radius = 750.00 feet, Arc Length = 313.62 feet)** a chord bearing and distance of **S 80° 36' 08" W, 311.34 feet** to an iron pin set;

Thence across said 48.130 acre tract, the following courses and distances;

N 19° 25' 34" W, a distance of **21.36 feet** to an iron pin set;

N 05° 25' 32" W, a distance of **219.84 feet** to an iron pin set;

N 78° 34' 28" E, a distance of **185.21 feet** to an iron pin set;

N 02° 34' 26" E, a distance of **428.76 feet** to an iron pin set;

N 57° 25' 32" W, a distance of **47.05 feet** to an iron pin set;

N 32° 34' 28" E, a distance of **155.92 feet** to an iron pin set; and

S 87° 25' 32" E, a distance of **308.85 feet** to an iron pin set in the westerly right-of-way line of said Sawmill Road;

Thence **S 02° 34' 54" W**, with said westerly right-of-way line, a distance of **787.57 feet** to an iron pin set in the northerly right-of-way line of said Emerald Parkway;

Thence **S 47° 34' 54" W,** with said right-of-way line, a distance of **24.75 feet** to the **True Point of Beginning,** and containing **7.326 acres** of land, more or less, as calculated by the above courses. Subject, however, to all legal highways, easements, and restrictions of record. The above description was prepared by Clark E. White, P.S. #7868 on July 7, 2005.

All iron pins set are ¾" diameter, 30" long with plastic cap inscribed "Advanced 7661".

All references used in this description can be found at the Franklin County Recorder's Office, Franklin County, Ohio. The **Basis of Bearings** used in this description was transferred from a GPS survey of **Franklin County Monuments "FCGS 7771" and "FCGS 7772"** performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be **S 02° 34' 54" W.**

ADVANCED CIVIL DESIGN, INC.

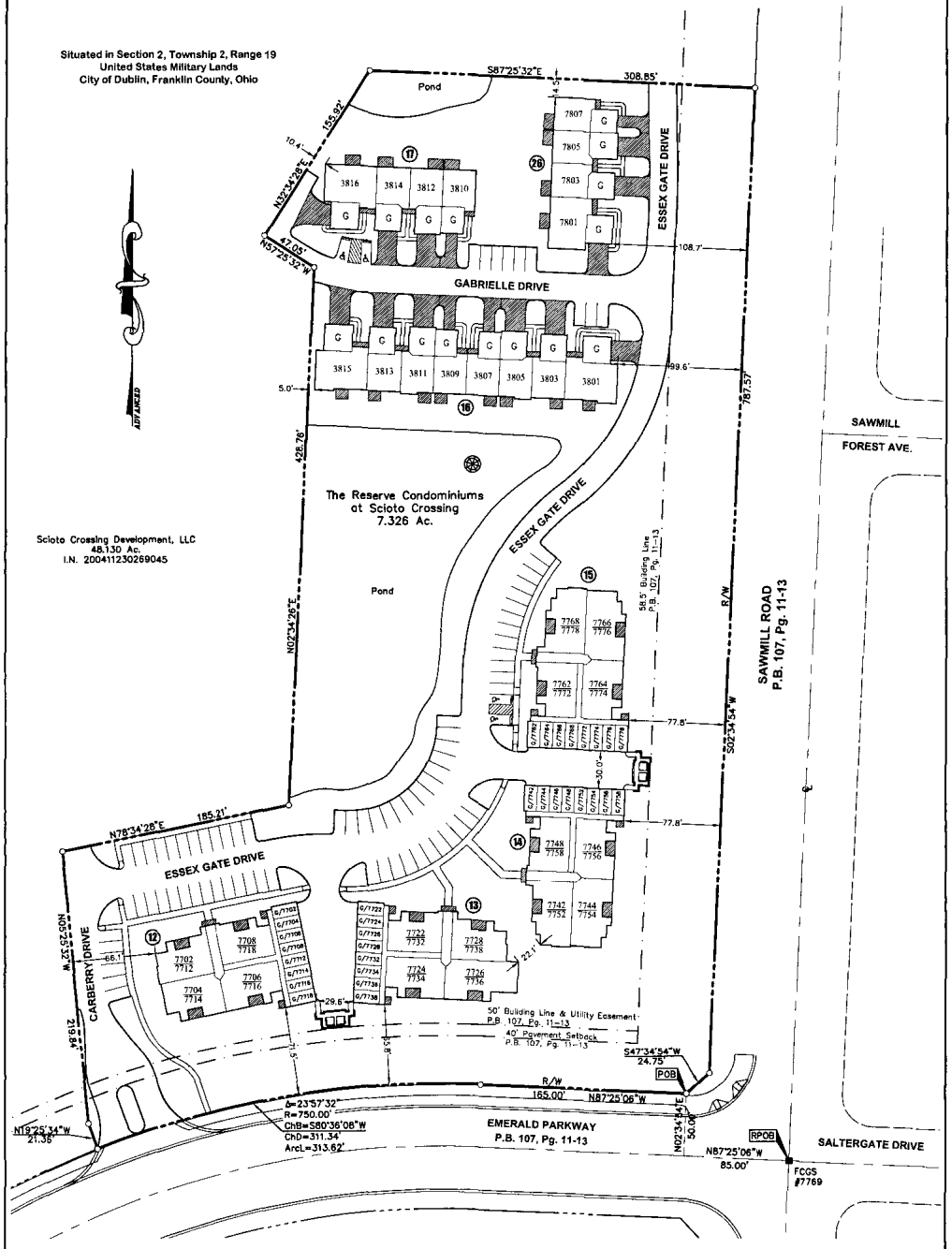
7/7/05

Clark E. White, Ohio P.S. #7868 Date:

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EXHIBIT A
DECLARATION OF CONDOMINIUM
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING
PLOT PLAN, PROPERTY ADDED



BASIS OF BEARINGS: The Basis of Bearings shown hereon was transferred from a GPS survey of Franklin County Monuments "FCGS 7771" and "FCGS 7772" performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be S 02° 34' 54" W.

100' 0 50' 100' 200'

1" = 100'

DATE: 07/07/05 | JOB NO.: 04-0001-82

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

4605 Morse Road
Suite 101
Columbus, Ohio 43230
ph 614.428.7750
fax 614.428.7755

EXHIBIT B
THE RESERVE CONDOMINIUMS

Unit Designation & Approximate Square Footage

Unit Designation	Building Number	Square Footage(Approx.	Interest
7762	15	1129	2.083
7764	15	1233	2.083
7766	15	1478	2.083
7768	15	1389	2.083
7772	15	1226	2.083
7774	15	1329	2.083
7776	15	1478	2.083
7778	15	1389	2.083
7801	26	2025	2.083
7803	26	1516	2.083
7805	26	1608	2.083
7807	26	1483	2.083
7742	14	1389	2.083
7744	14	1478	2.083
7746	14	1233	2.083
7748	14	1129	2.083
7752	14	1389	2.083
7754	14	1478	2.083
7756	14	1329	2.083
7758	14	1226	2.083
7722	13	1129	2.083
7724	13	1233	2.083
7726	13	1233	2.083
7728	13	1144	2.083
7732	13	1226	2.083
7734	13	1329	2.083
7736	13	1233	2.083
7738	13	1144	2.083
7702	12	1144	2.083
7704	12	1233	2.083
7706	12	1233	2.083
7708	12	1129	2.083
7712	12	1144	2.083
7714	12	1233	2.083
7716	12	1329	2.083
7718	12	1226	2.083
3816	17	1483	2.083
3814	17	1608	2.083
3812	17	1516	2.083
3810	17	2025	2.083
3801	16	2025	2.083
3803	16	1516	2.083
3805	16	1608	2.083
3807	16	1483	2.083
3809	16	1483	2.083
3811	16	1608	2.083
3813	16	1516	2.083
3815	16	2025	2.083
		total%=	100.00

EXHIBIT C
DESCRIPTION OF A 22.361 ACRE TRACT OF LAND
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING
ADDITIONAL PROPERTY

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Section 2, Township 2, Range 19, United States Military Lands and being 22.361 acres out of that 48.130 acre tract as conveyed to Scioto Crossing Development, LLC by deed of record in Instrument Number 200411230269045, said 22.361 acres being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7769 at the centerline intersection of Sawmill Road and Saltergate Drive, and being the centerline intersection of said Sawmill Road and Emerald Parkway as shown of record in Plat Book 107, Pages 11 through 13;

Thence **N 87° 25' 06" W**, with the centerline of said Emerald Parkway, a distance of **85.00 feet** to a point;

Thence **N 02° 34' 54" E**, across said Emerald Parkway, a distance of **50.00 feet** to an iron pin set in the northerly right-of-way line of said Emerald Parkway;

Thence with said northerly right-of-way line, the following courses and distances;

N 87° 25' 06" W, a distance of **165.00 feet** to an iron pin set at a point of curvature of a curve to the left; and

Southwesterly, with the arc of said curve **(Delta = 23° 57' 32", Radius = 750.00 feet, Arc Length = 313.62 feet)** a chord bearing and distance of **S 80° 36' 08" W, 311.34 feet** to an iron pin set at the **True Point of Beginning**;

Thence continuing with said northerly right-of-way line, and the northerly right-of-way line of Wyandotte Woods Boulevard, the following courses and distances;

Southwesterly, continuing with the arc of said curve **(Delta = 23° 53' 46", Radius = 750.00 feet, Arc Length = 312.80 feet)** a chord bearing and distance of **S 56° 40' 30" W, 310.54 feet** to an iron pin set;

S 86° 54' 52" W, a distance of **49.70 feet** to an iron pin set;

N 50° 53' 52" W, a distance of **166.16 feet** to an iron pin set at a point of curvature of a curve to the right;

Northwesterly, with the arc of said curve **(Delta = 20° 46' 51", Radius = 667.00 feet, Arc Length = 241.92 feet)** a chord bearing and distance of **N 40° 30' 26" W, 240.59 feet** to an iron pin set at a point of tangency;

N 30° 07' 01" W, a distance of **163.71 feet** to an iron pin set at a point of curvature of a curve to the left; and

Northwesterly, with the arc of said curve **(Delta = 16° 17' 08", Radius = 733.00 feet, Arc Length = 208.35 feet)** a chord bearing and distance of **N 38° 15' 35" W, 207.65 feet** to an iron pin set at the southeasterly corner of that 11.679 acre tract as conveyed to the City of Dublin by deed of record in Official Record 16563B15;

Thence **N 41° 47' 31" E**, with the easterly line of said 11.679 acre tract, a distance of **835.86 feet** to an iron pin set at an angle point in said easterly line;

Thence **N 02° 33' 31" E**, continuing with the easterly line of said 11.679 acre tract, a distance of **266.87 feet** to an iron pin set at the northeasterly corner of said 11.679 acre tract, being the southeasterly corner of that 22.605 acre tract as conveyed to the City of Dublin by deed of record in Official Record 16563A20;

Thence **S 86° 41' 08" E**, across said 48.130 acre tract, a distance of **781.93 feet** to an iron pin set in the westerly right-of-way line of said Sawmill Road;

Thence **S 02° 34' 54" W**, with said right-of-way line, a distance of **186.80 feet** to an iron pin set;

Thence across said 48.130 acre tract, the following courses and distances;

N 87° 25' 06" W, a distance of **205.42 feet** to an iron pin set;

S 20° 01' 03" W, a distance of **117.95 feet** to an iron pin set;

S 32° 34' 28" W, a distance of **292.11 feet** to an iron pin set;

S 57° 25' 32" E, a distance of **47.05 feet** to an iron pin set;

S 02° 34' 26" W, a distance of **428.76 feet** to an iron pin set;

S 78° 34' 28" W, a distance of **185.21 feet** to an iron pin set;

S 05° 25' 32" E, a distance of **219.84 feet** to an iron pin set; and

S 19° 25' 34" E, a distance of **21.36 feet** to the **True Point of Beginning,** and containing **22.361 acres** of land, more or less, as calculated by the above courses. Subject, however, to all legal highways, easements, and restrictions of record. The above description was prepared by Clark E. White, P.S. #7868 on July 7, 2005.

All iron pins set are ¾" diameter, 30" long with plastic cap inscribed "Advanced 7661".

All references used in this description can be found at the Franklin County Recorder's Office, Franklin County, Ohio. The **Basis of Bearings** used in this description was transferred from a GPS survey of **Franklin County Monuments "FCGS 7771" and "FCGS 7772"** performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be **S 02° 34' 54" W.**

ADVANCED CIVIL DESIGN, INC.

7/7/05

Clark E. White, Ohio P.S. #7868 Date:

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EXHIBIT D
DESCRIPTION OF A 1.320 ACRE TRACT OF LAND
SCIOTO CROSSING PARK ASSOCIATION AND RECREATION PARCEL

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Section 2, Township 2, Range 19, United States Military Lands and being 1.320 acres out of that 48.130 acre tract as conveyed to Scioto Crossing Development, LLC by deed of record in Instrument Number 200411230269045, said 1.320 acres being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 3370 at the centerline intersection of Sawmill Road and Sawmill Meadows Avenue;

Thence **N 02° 34' 54" E**, with the centerline of said Sawmill Road, a distance of **25.00 feet** to a point;

Thence **N 87° 25' 06" W**, across said Sawmill Road, a distance of **67.50 feet** to an iron pin set in the westerly right-of-way line of said Sawmill Road as shown of record in Plat Book 107, Pages 11 through 13, and being the **True Point of Beginning**;

Thence **S 02° 34' 54" W**, with said right-of-way line, a distance of **230.45 feet** to an iron pin set;

Thence across said 48.130 acre tract, the following courses and distances;

N 87° 25' 32" W, a distance of **308.85 feet** to an iron pin set;

N 32° 34' 28" E, a distance of **136.19 feet** to an iron pin set;

N 20° 01' 03" E, a distance of **117.95 feet** to an iron pin set; and

S 87° 25' 06" E, a distance of **205.42 feet** to the **True Point of Beginning,** and containing **1.320 acres** of land, more or less, as calculated by the above courses. Subject, however, to all legal highways, easements, and restrictions of record. The above description was prepared by Clark E. White, P.S. #7868 on July 7, 2005.

All iron pins set are ¾" diameter, 30" long with plastic cap inscribed "Advanced 7661".

All references used in this description can be found at the Franklin County Recorder's Office, Franklin County, Ohio. The **Basis of Bearings** used in this description was transferred from a GPS survey of **Franklin County Monuments "FCGS 7771" and "FCGS 7772"** performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be **S 02° 34' 54" W.**

ADVANCED CIVIL DESIGN, INC.

7/7/05

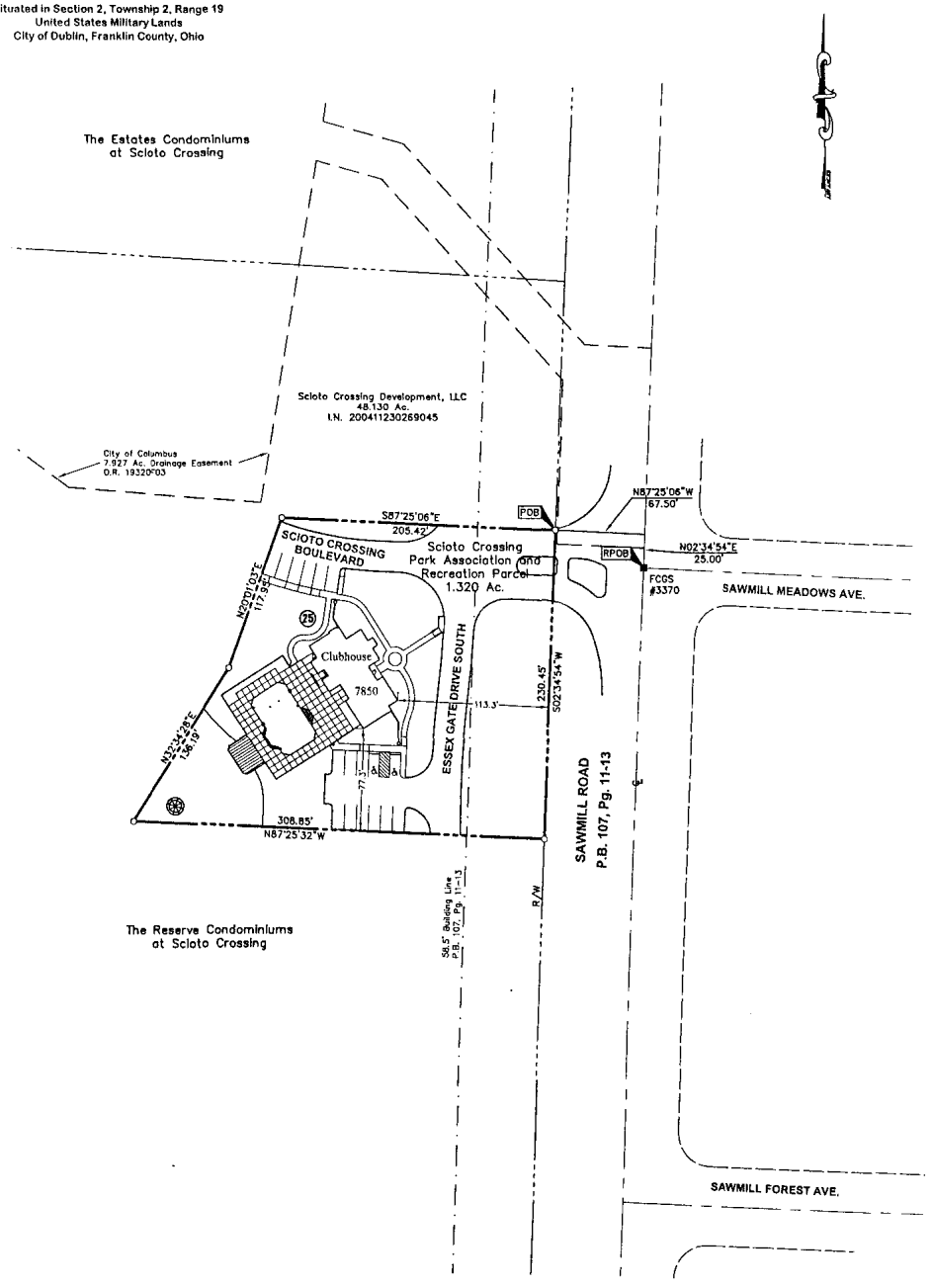
Clark E. White, Ohio P.S. #7868 Date:

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EXHIBIT D
DECLARATION OF CONDOMINIUM
SCIOTO CROSSING PARK ASSOCIATION AND RECREATION PARCEL
PLOT PLAN, PROPERTY ADDED

Situated in Section 2, Township 2, Range 19
United States Military Lands
City of Dublin, Franklin County, Ohio



BASIS OF BEARINGS: The Basis of Bearings shown hereon was transferred from a GPS survey of Franklin County Monuments "FCGS 7771" and "FCGS 7772" performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be S 02° 34' 54" W.

100' 0 50' 100' 200'

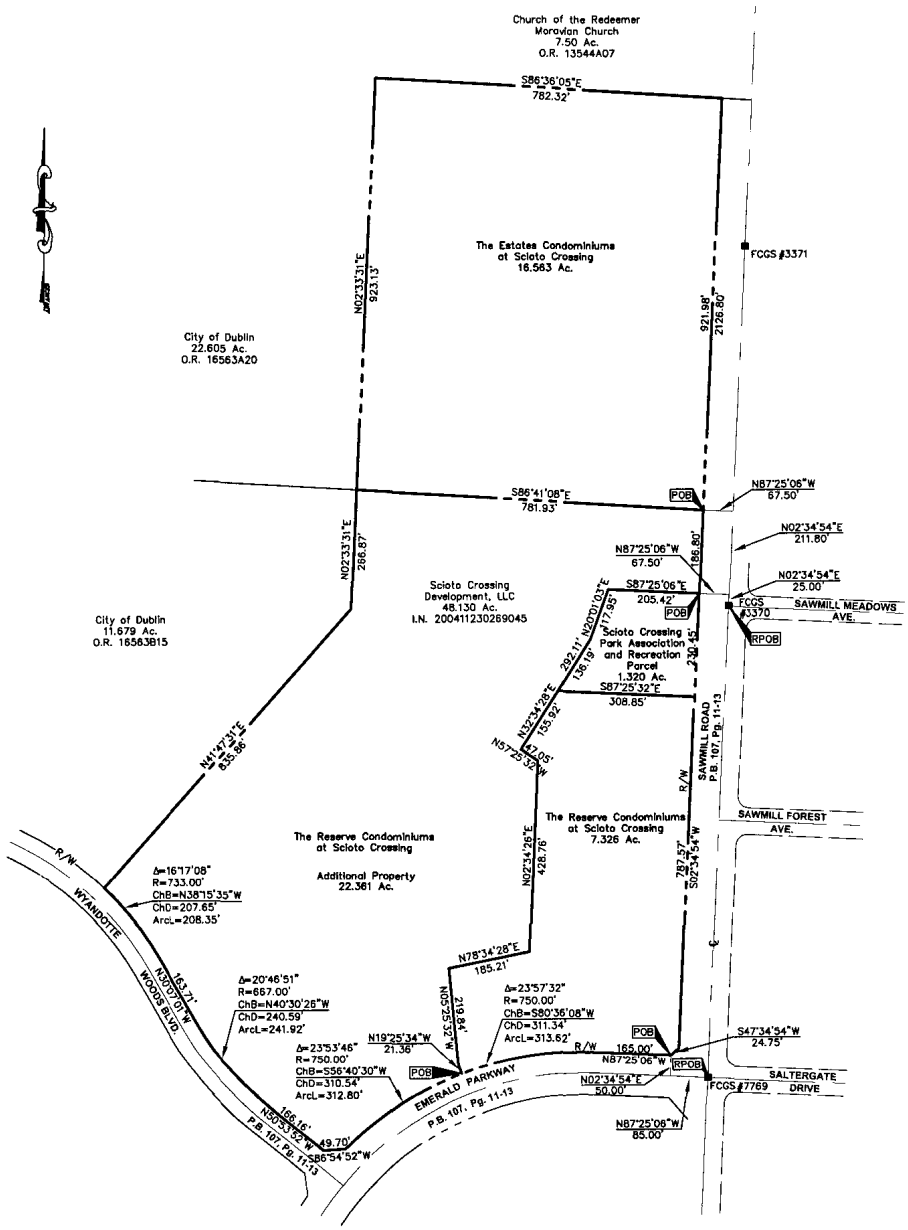
1" = 100'

DATE: 07/07/05 | JOB NO.: 04-0001-82

ADVANCED
CIVIL DESIGN
ENGINEERS | SURVEYORS
4605 Morse Road
Suite 101
Columbus, Ohio 43230
ph 614.428.7750
fax 614.428.7755

EXHIBIT E
DECLARATION OF CONDOMINIUM
PLOT PLAN, ENTIRE TRACT

Situated in Section 2, Township 2, Range 19
United States Military Lands
City of Dublin, Franklin County, Ohio



BASIS OF BEARINGS: The Basis of Bearings shown hereon was transferred from a GPS survey of Franklin County Monuments "FCGS 7771" and "FCGS 7772" performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be S 02° 34' 54" W.

300' 0 150' 300' 600'

1" = 300'

DATE: 07/07/05 | JOB NO.: 04-0001-82

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

4605 Morse Road
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Columbus, Ohio 43230
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fax 614.428.7755

BYLAWS
(Code of Regulations)
OF
The Reserve Condominiums at Scioto Crossing
CONDOMINIUM ASSOCIATION

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BYLAWS
(Code of Regulations)
OF
THE RESERVE CONDOMINIUMS
AT SCIOTO CROSSING

ARTICLE I
NAME AND LOCATION

The name of the Association is The Reserve Condominiums at Scioto Crossing Association ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of 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 the Reserve Condominiums at Scioto Crossing. 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 Declarations of The Reserve Condominiums at Scioto Crossing, ("the Declaration"), recorded simultaneously herewith the Recorder of Franklin County, Ohio.

ARTICLE III
UNIT OWNERS (MEMBERS)

Section1. –Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

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

Section 3. -Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of the Declarant, or upon request of the Unit Owners other than the Declarant entitled to exercise one-forth (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 thereto, 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 the notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The 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 Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

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

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant. The initial named Directors shall be P. Ronald Sabatino, Cathy Saporito, and Jim Shearer.

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 provided in the Declaration.

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

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

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any

service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

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

Section 8. Special 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 an 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 case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

Section 12. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in 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 les 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 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 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 on-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 ore fully provided in the Declaration, to:

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

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

(iii) foreclose the lien against any property for which assessments are not paid within a reasonable tie 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 to property subject to the Association's jurisdiction to be maintained within the scope of the authority provided in the Declaration;

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

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

ARTICLE V
OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a 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 time later 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
COMITTEES

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

ARTICLE VII
BOOKS AND RECORDS

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, 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 transaction currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

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

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

ARTICLE VIII
AUDITS

The Board shall cause the preparation and furnishing of a financial statement generated using generally accepted accounting principles (GAAP)for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

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

Unit Owners; and

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

ARTICLE IX
FISCAL YEAR

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

ARTICLE X
AMENDMENTS

Any modification or amendment of these 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.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as the 18th day of July, 2005.

Scioto Crossing Development, LLC.

By _____
P. Ronald Sabatino, Manager

Sole Member

Condo Plat 200605050086074

200605050086068
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05/05/2006 12:36PM BXTRIBBLE
Robert G. Montgomery
Franklin County Recorder

FIRST AMENDMENT TO THE DECLARATION AND DRAWINGS OF THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

The undersigned hereby certifies that copies of the First Amendment to the Declaration and Drawings of The Reserve Condominiums at Scioto Crossing, Phase I have been filed with the Auditor of Franklin County, Ohio, this 5th day of May, 2006.

Joseph W. Testa / Janet E. Fleming
Auditor of Franklin County, Ohio

For reference please see
Instrument#200508030155618
And Condominium Plat Book No. 152
Pages 59-74.

For reference please see
Instrument#200507290151609
And Condominium Plat Book No. 152
Pages 59-74.

This instrument prepared by:
Judith E. Tribble
6540 Highlands Court
Delaware, Ohio 43015

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 166 PAGE 39-52

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
MAY 05 2006
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

AMENDMENT TO THE DECLARATION AND DRAWINGS OF THE RESERVE CONDOMINUMS AT SCIOTO CROSSING

Pursuant to the right and option reserved by it in Article XIX and Article XVII of the Declaration of The Reserve Condominiums at Scioto Crossing, of record in Instrument#20050830155618 in the Recorder's Office of Franklin County, Ohio, Scioto Crossing Development, LLC, an Ohio limited liability company, the "Declarant of The Reserve Condominiums at Scioto Crossing as that term is defined in the Declaration, hereby amends the Declaration in the following respects to 1.) correct the addresses as labeled in the drawings filed in Condominium Plat No. 200507290151610, in Condominium Plat Book No. 152 pages 59-72 regarding the garden style units attached herein as Exhibit "A" and 2.) addition of a detached building consisting of five (5) bay garages, that are considered part of the residential condominium units pursuant to the Declaration, for 3813, 3815, 3817, 3823, and 3825 Carberry Drive. They are labeled the same as the corresponding address for that unit. This five (5) bay garage building is constructed upon a private sanitary sewer line that serves dwellings within the proposed condominium phase(s).

See attached Exhibit B of the First Amendment.

1. Applicable Statute.

Under 5311.06 (C) of the Ohio Revised Code, this amendment to correct a clerical or typographical error in the declaration, bylaws, or drawings, does not affect the title of a grantee of a unit.

2. Miscellaneous Provisions.

Except to the extent that they are modified or amended by this instrument, either specifically or implicitly, all provisions of the Declaration shall continue in full force and effect and shall apply to the additional property, if any, and the owners of the units therein in the same manner and to the same extent as they apply to the condominium property as it was initially described in the declaration and the owners of all units which are a part thereof.

The invalidity or unenforceability of any term or provision, covenant or conditions set forth in this amendment, or any part thereof, shall not affect or impair the validity, enforceability or effect the remainder of this amendment.

The captions of the various sections of this amendment are merely labels to assist in locating the various provisions hereof and shall not be considered when interpreting or construing this instrument.

Each pronoun used herein shall be singular or plural or male, female or neuter, as the context or the number and its gender of its antecedent may require. All incidental grammatical changes might be necessary to make the provisions of the amendment apply to one or several persons shall be assumed in all cases as though fully and properly expressed.

The Scioto Crossing Development, LLC, an Ohio limited liability company, has caused this Amendment of the Declaration of The Reserve Condominiums at Scioto Crossing to be executed and acknowledged this 1st day of May, 2006.

Scioto Crossing Development, LLC.
BY: _____
P. Ronald Sabatino

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 1st day of May 2006, by The Scioto Crossing Development, LLC, an Ohio limited liability company, by P. Ronald Sabatino.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

Marilyn A. Ennis
Notary Public, State of Ohio
My Commission Expires
5/01/2007

Condo Plat 200605050086094

200605050086093
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Robert G. Montgomery
Franklin County Recorder

SECOND AMENDMENT TO THE DECLARATION AND DRAWINGS OF THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

The undersigned hereby certifies that copies of the Second Amendment to the Declaration and Drawings of The Reserve Condominiums at Scioto Crossing, Phase II have been filed with the Auditor of Franklin County, Ohio, this 5th day of May, 2006.

Joseph W. Testa / Jane E. Lenning
Auditor of Franklin County, Ohio

For reference please see
Instrument# 200605050086068 &
And Condominium Plat Book No. 166
Pages 39-52 # 200605050086074

For reference please see
Instrument#200508030155618
And Condominium Plat Book No. 152
Pages 59-74.

For reference please see
Instrument#200507290151609
And Condominium Plat Book No. 152
Pages 59-74.

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 166 PAGE 53-66

This instrument prepared by:
Judith E. Tribble
6540 Highlands Court
Delaware, Ohio 43015

TRANSFERRED

MAY 05 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

AMENDMENT TO THE DECLARATION AND DRAWINGS OF THE RESERVE CONDOMINUMS AT SCIOTO CROSSING

Pursuant to the right and option reserved by it in Article XVII of the Declaration of The Reserve Condominiums at Scioto Crossing, of record in Instrument#20050830155618 in the Recorder's Office of Franklin County, Ohio, Scioto Crossing Development, LLC, an Ohio limited liability company, the "Declarant of The Reserve Condominiums at Scioto Crossing as that term is defined in the Declaration, hereby amends the Declaration in the following respects to expand said Condominium by adding to it and submitting to the provisions of Chapter 5311 of the Revised Code of Ohio all of the real estate described hereafter, all buildings, structures and other improvements located thereon and all easements, rights and appurtenances belonging thereto (hereinafter collectively referred to as the "subject property"), all of which are presently owned solely by said Scioto Crossing Development. LLC, an Ohio limited liability company.

1. Property Description.

The real estate which is identified as Phase II on the survey drawing prepared by Advanced Civil Design, attached hereto as Exhibit "A" (the Survey) and which is hereby added to the condominium property (being part of the same real estate which is identified and described in Article XVII, Section 4, of the Declaration and being part of the "Additional Property") and is described as follows:

See Exhibit "B" attached hereto being a 7.526-acre tract of land.
See Exhibit "C" attached hereto of the Plot Plan, Property added
See Exhibit "D" attached hereto of the Plot Plan, Entire tract showing all amendments and remaining land owned by Scioto Crossing Development, LLC.

The foregoing submission being subject, however, to all legal highways and rights-of-way, easements, covenants, conditions and restrictions of record, if any.

2. Name.

The condominium property, as expanded, shall continue to be known as The Reserve Condominiums at Scioto Crossing.

3. Use and Use Restrictions.

The condominium property, as expanded, shall continue to be used, subject to the terms, conditions, covenants, restrictions, reservations, agreements, obligations and charges described in the Declaration.

4. Description of Buildings Comprising Part of the Subject Property.

There are five (5) residential buildings constructed on the 7.526-acre parcel of real estate described in Section 1 hereinabove and thus become part of the condominium

property by virtue of this amendment. The residential building contains forty-eight (48) residential condominium units. The principal materials of which said buildings are concrete slab foundations, wood frames, asphalt shingle roofs, with brick, stone and wood siding exteriors.

5. Description of Units Comprising Part of the Subject Property.

All particulars of the above described buildings, the forty-eight (48) residential condominium units are shown geographically on the Survey attached to this amendment as Exhibit "A" (hereinafter the Survey and said construction drawings are collectively referred to as the "Supplementary Drawings"). The precise location of the buildings and the units are shown on the Survey. Each unit is delineated and described in the same manner as units are described in the Declaration.

The table below follows with the building number, address, location, Unit type, and approximate square footage area, and base sales price for each unit:

Bldg #		Address	Location	Unit Type	SF	Total Price
9		3842 Carberry Drive	A	Raleigh	1129	$ 145,600.00
9		3844 Carberry Drive	B	Savoy	1233	$ 155,100.00
9		3846 Carberry Drive	C	Rio	1478	$ 180,600.00
9		3848 Carberry Drive	D	Windsor	1389	$ 166,500.00
9		3852 Carberry Drive	E	Regal	1144	$ 146,600.00
9		3854 Carberry Drive	F	Savoy	1233	$ 156,100.00
9		3856 Carberry Drive	G	Rio	1478	$ 180,600.00
9		3858 Carberry Drive	H	Windsor	1389	$ 169,500.00
10	A	3813 Carberry Drive	A	Windsor	1389	$ 161,500.00
10	A	3815 Carberry Drive	B	Rio	1478	$ 182,100.00
10	A	3817 Carberry Drive	C	Savoy	1233	$ 150,100.00
10	A	3819 Carberry Drive	D	Regal	1144	$ 140,600.00
10	A	3823 Carberry Drive	E	Windsor	1389	$ 164,500.00
10	A	3825 Carberry Drive	F	Rio	1478	$ 182,100.00
10	A	3827 Carberry Drive	G	Savoy	1233	$ 151,100.00
10	A	3829 Carberry Drive	H	Regal	1144	$ 141,600.00
10	B	3833 Carberry Drive	A	Regal	1144	$ 145,600.00
10	B	3835 Carberry Drive	B	Savoy	1233	$ 155,100.00
10	B	3837 Carberry Drive	C	Savoy	1233	$ 155,100.00
10	B	3839 Carberry Drive	D	Raleigh	1129	$ 145,600.00
10	B	3843 Carberry Drive	E	Regal	1144	$ 146,600.00
10	B	3845 Carberry Drive	F	Savoy	1233	$ 156,100.00
10	B	3847 Carberry Drive	G	Charleston	1329	$ 171,000.00
10	B	3849 Carberry Drive	H	Raleigh	1226	$ 152,900.00
11		3822 Carberry Drive	A	Regal	1144	$ 145,600.00
11		3824 Carberry Drive	B	Savoy	1233	$ 155,100.00
11		3826 Carberry Drive	C	Savoy	1233	$ 155,100.00

11		3828 Carberry Drive	D	Raleigh	1129	$ 145,600.00
11		3832 Carberry Drive	E	Regal	1144	$ 153,100.00
11		3834 Carberry Drive	F	Savoy	1233	$ 156,100.00
11		3836 Carberry Drive	G	Charleston	1329	$ 171,000.00
11		3838 Carberry Drive	H	Raleigh	1226	$ 152,900.00
18		3821 Gabrielle Drive	A	Avondale	2025	$ 285,600.00
18		3823 Gabrielle Drive	B	Hyland	1516	$ 200,600.00
18		3825 Gabrielle Drive	C	Glenmore	1608	$ 215,700.00
18		3827 Gabrielle Drive	D	Wexford	1483	$ 198,600.00
18		3829 Gabrielle Drive	E	Wexford	1483	$ 198,600.00
18		3831 Gabrielle Drive	F	Glenmore	1608	$ 213,700.00
18		3833 Gabrielle Drive	G	Hyland	1516	$ 200,600.00
18		3835 Gabrielle Drive	H	Avondale	2025	$ 283,600.00
19		3826 Gabrielle Drive	A	Avondale	2025	$ 283,600.00
19		3828 Gabrielle Drive	B	Hyland	1516	$ 202,600.00
19		3830 Gabrielle Drive	C	Glenmore	1608	$ 217,700.00
19		3832 Gabrielle Drive	D	Wexford	1483	$ 200,600.00
19		3834 Gabrielle Drive	E	Wexford	1483	$ 200,600.00
19		3836 Gabrielle Drive	F	Glenmore	1608	$ 217,700.00
19		3838 Gabrielle Drive	G	Hyland	1516	$ 202,600.00
19		3840 Gabrielle Drive	H	Avondale	2025	$ 285,600.00

6. Description of the Common Elements and Limited Common Elements Comprising Part of the Subject Property.

The common elements which are part of the subject property and which thus become part of the condominium property by virtue of this amendment have the same description as set forth in Sections 1 and 2, Article VI of the Declaration.

7. Allocation and Reallocation of Undivided Interests in the Common Elements.

As required by Section 5311.051 of the Ohio Revised Code, the undivided interest in the common elements of the condominium property, as expanded, which are appurtenant to each unit of The Reserve Condominiums at Scioto Crossing are herby allocated and reallocated so that each unit has equal value.

The table, which follows, sets forth the unit designation and the undivided interest in the common elements for all forty-eight (48)-condominium units.

Bldg #		Address	Location	Unit Type	SF	Undivided Interest
9		3842 Carberry Drive	A	Raleigh	1129	1/96th
9		3844 Carberry Drive	B	Savoy	1233	1/96th
9		3846 Carberry Drive	C	Rio	1478	1/96th
9		3848 Carberry Drive	D	Windsor	1389	1/96th
9		3852 Carberry Drive	E	Regal	1144	1/96th

9		3854 Carberry Drive	F	Savoy	1233	1/96th
9		3856 Carberry Drive	G	Rio	1478	1/96th
9		3858 Carberry Drive	H	Windsor	1389	1/96th
10	A	3813 Carberry Drive	A	Windsor	1389	1/96th
10	A	3815 Carberry Drive	B	Rio	1478	1/96th
10	A	3817 Carberry Drive	C	Savoy	1233	1/96th
10	A	3819 Carberry Drive	D	Regal	1144	1/96th
10	A	3823 Carberry Drive	E	Windsor	1389	1/96th
10	A	3825 Carberry Drive	F	Rio	1478	1/96th
10	A	3827 Carberry Drive	G	Savoy	1233	1/96th
10	A	3829 Carberry Drive	H	Regal	1144	1/96th
10	B	3833 Carberry Drive	A	Regal	1144	1/96th
10	B	3835 Carberry Drive	B	Savoy	1233	1/96th
10	B	3837 Carberry Drive	C	Savoy	1233	1/96th
10	B	3839 Carberry Drive	D	Raleigh	1129	1/96th
10	B	3843 Carberry Drive	E	Regal	1144	1/96th
10	B	3845 Carberry Drive	F	Savoy	1233	1/96th
10	B	3847 Carberry Drive	G	Charleston	1329	1/96th
10	B	3849 Carberry Drive	H	Raleigh	1226	1/96th
11		3822 Carberry Drive	A	Regal	1144	1/96th
11		3824 Carberry Drive	B	Savoy	1233	1/96th
11		3826 Carberry Drive	C	Savoy	1233	1/96th
11		3828 Carberry Drive	D	Raleigh	1129	1/96th
11		3832 Carberry Drive	E	Regal	1144	1/96th
11		3834 Carberry Drive	F	Savoy	1233	1/96th
11		3836 Carberry Drive	G	Charleston	1329	1/96th
11		3838 Carberry Drive	H	Raleigh	1226	1/96th
18		3821 Gabrielle Drive	A	Avondale	2025	1/96th
18		3823 Gabrielle Drive	B	Hyland	1516	1/96th
18		3825 Gabrielle Drive	C	Glenmore	1608	1/96th
18		3827 Gabrielle Drive	D	Wexford	1483	1/96th
18		3829 Gabrielle Drive	E	Wexford	1483	1/96th
18		3831 Gabrielle Drive	F	Glenmore	1608	1/96th
18		3833 Gabrielle Drive	G	Hyland	1516	1/96th
18		3835 Gabrielle Drive	H	Avondale	2025	1/96th
19		3826 Gabrielle Drive	A	Avondale	2025	1/96th
19		3828 Gabrielle Drive	B	Hyland	1516	1/96th
19		3830 Gabrielle Drive	C	Glenmore	1608	1/96th
19		3832 Gabrielle Drive	D	Wexford	1483	1/96th
19		3834 Gabrielle Drive	E	Wexford	1483	1/96th
19		3836 Gabrielle Drive	F	Glenmore	1608	1/96th
19		3838 Gabrielle Drive	G	Hyland	1516	1/96th
19		3840 Gabrielle Drive	H	Avondale	2025	1/96th

Each unit interest would be .0104 as a decimal that is rounded to the nearer ten-thousandth or expressed as a fraction here to equal 100%

100% total expressed as fraction or

8. Membership in the Association.

Each owner of the unit of The Reserve Condominiums at Scioto Crossing as expanded, shall be a member of The Reserve Condominiums at Scioto Crossing Association, the organization that has been established to administer to the condominium property as well as a member of The Scioto Crossing Park Association, the organization that administers to the recreation parcel. A true copy of the Bylaws of both Associations is attached to the original Declarations.

9. Amendment of the Declaration.

The Declaration, as amended by this instrument, is subject to further amendment pursuant to the procedures set forth in Article XVII of the Declaration.

10. Drawings.

The Supplementary Drawings which are attached as Exhibit "A" are added to and made a part of the Drawings which were filed in conjunction with the Declaration and were recorded in Condominium Plat Book No. 166, Page 53-66, Recorder's Office, Franklin County, Ohio. Except to the extent they are modified or superceded by Supplementary Drawings, including those recorded in the First Amendment and those prior Drawings shall continue in full force and effect.

11. Miscellaneous Provisions.

Except to the extent that they are modified or amended by this instrument, either specifically or implicitly, all provisions of the Declaration shall continue in full force and effect and shall apply to the additional property, if any, and the owners of the units therein in the same manner and to the same extent as they apply to the condominium property as it was initially described in the declaration and the owners of all units which are a part thereof.

The invalidity or unenforceability of any term or provision, covenant or conditions set forth in this amendment, or any part thereof, shall not affect or impair the validity, enforceability or effect the remainder of this amendment.

The captions of the various sections of this amendment are merely labels to assist in locating the various provisions hereof and shall not be considered when interpreting or construing this instrument.

Each pronoun used herein shall be singular or plural or male, female or neuter, as the context or the number and its gender of its antecedent may require. All incidental grammatical changes might be necessary to make the provisions of the amendment apply to one or several persons shall be assumed in all cases as though fully and properly expressed.

The Scioto Crossing Development, LLC, an Ohio limited liability company, has caused this Amendment of the Declaration of The Reserve Condominiums at Scioto Crossing to be executed and acknowledged this 1st day of May, 2006.

Scioto Crossing Development, LLC.
BY: _____
P. Ronald Sabatino

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 1st day of May 2006, by The Scioto Crossing Development, LLC, an Ohio limited liability company, by P. Ronald Sabatino.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Marilyn A. Ennis
Notary Public, State of Ohio
My Commission Expires
5/01/2007

EXHIBIT "B"
DESCRIPTION OF A 7.526 ACRE TRACT OF LAND
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING
SECOND AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Section 2, Township 2, Range 19, United States Military Lands and being 7.526 acres out of that 48.130 acre tract as conveyed to Scioto Crossing Development, LLC by deed of record in Instrument Number 200411230269045, said 7.526 acres being more particularly bounded and described as follows:

Beginning at an iron pin set in the northerly right-of-way line of Emerald Parkway, as shown of record in Plat Book 107, Pages 11 through 13, being the southwesterly corner of that 7.326 acre condominium entitled "The Reserve Condominiums at Scioto Crossing, First Amendment" of record in Instrument Number 200507290151609, Instrument Number 200508030155618, and Instrument Number _____;

Thence with said northerly right-of-way line, and the northerly right-of-way line of Wyandotte Woods Boulevard, the following courses and distances;

Southwesterly, with the arc of a curve to the left **(Delta = 23° 53' 46", Radius = 750.00 feet, Arc Length = 312.80 feet)** a chord bearing and distance of **S 56° 40' 30" W, 310.54 feet** to an iron pin set;

S 86° 54' 52" W, a distance of **49.70 feet** to an iron pin set;

N 50° 53' 52" W, a distance of **166.16 feet** to an iron pin set at a point of curvature of a curve to the right; and

Northwesterly, with the arc of said curve **(Delta = 20° 46' 51", Radius = 667.00 feet, Arc Length = 241.92 feet)** a chord bearing and distance of **N 40° 30' 26" W, 240.59 feet** to an iron pin set;

Thence across said 48.130 acre tract, the following courses and distances;

N 61° 57' 22" E, a distance of **461.10 feet** to an iron pin set;

N 84° 34' 28" E, a distance of **150.00 feet** to an iron pin set;

N 05° 25' 32" W, a distance of **74.97 feet** to an iron pin set at a point of curvature of a curve to the left;

Northwesterly, with the arc of said curve **(Delta = 41° 40' 58", Radius = 89.00 feet, Arc Length = 64.75 feet)** a chord bearing and distance of **N 26° 16' 01" W, 63.33 feet** to an iron pin set;

N 42° 53' 30" E, a distance of **120.16 feet** to an iron pin set;

N 31° 02' 55" W, a distance of **190.59 feet** to an iron pin set;

N 32° 34' 26" E, a distance of **110.00 feet** to an iron pin set;

N 57° 25' 32" W, a distance of **88.32 feet** to an iron pin set;

N 32° 34' 30" E, a distance of **128.11 feet** to an iron pin set; and

S 57° 25' 32" E, a distance of **275.53 feet** to an iron pin set in the westerly line of said "The Reserve Condominiums at Scioto Crossing, First Amendment";

Thence with the westerly line of said "The Reserve Condominiums at Scioto Crossing, First Amendment", the following courses and distances;

S 32° 34' 28" W, a distance of **117.10 feet** to an iron pin set;

S 57° 25' 32" E, a distance of **47.05 feet** to an iron pin set;

S 02° 34' 26" W, a distance of **428.76 feet** to an iron pin set;

S 78° 34' 28" W, a distance of **185.21 feet** to an iron pin set;

S 05° 25' 32" E, a distance of **219.84 feet** to an iron pin set; and

S 19° 25' 34" E, a distance of **21.36 feet** to the **Point of Beginning,** and containing **7.526 acres** of land, more or less, as calculated by the above courses. Subject, however, to all legal highways, easements, and restrictions of record. The above description was prepared by Clark E. White, P.S. #7868 on April 18, 2006.

All iron pins set are ¾" diameter, 30" long with plastic cap inscribed "Advanced 7661".

All references used in this description can be found at the Franklin County Recorder's Office, Franklin County, Ohio. The **Basis of Bearings** used in this description was transferred from a GPS survey of **Franklin County Monuments "FCGS 7771" and "FCGS 7772"** performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, 1986 adjustment, and determines the bearing along a portion of Sawmill Road to be **S 02° 34' 54" W**.

ADVANCED CIVIL DESIGN, INC.

Clark E. White, Ohio P.S. #7868 Date: 4/28/06

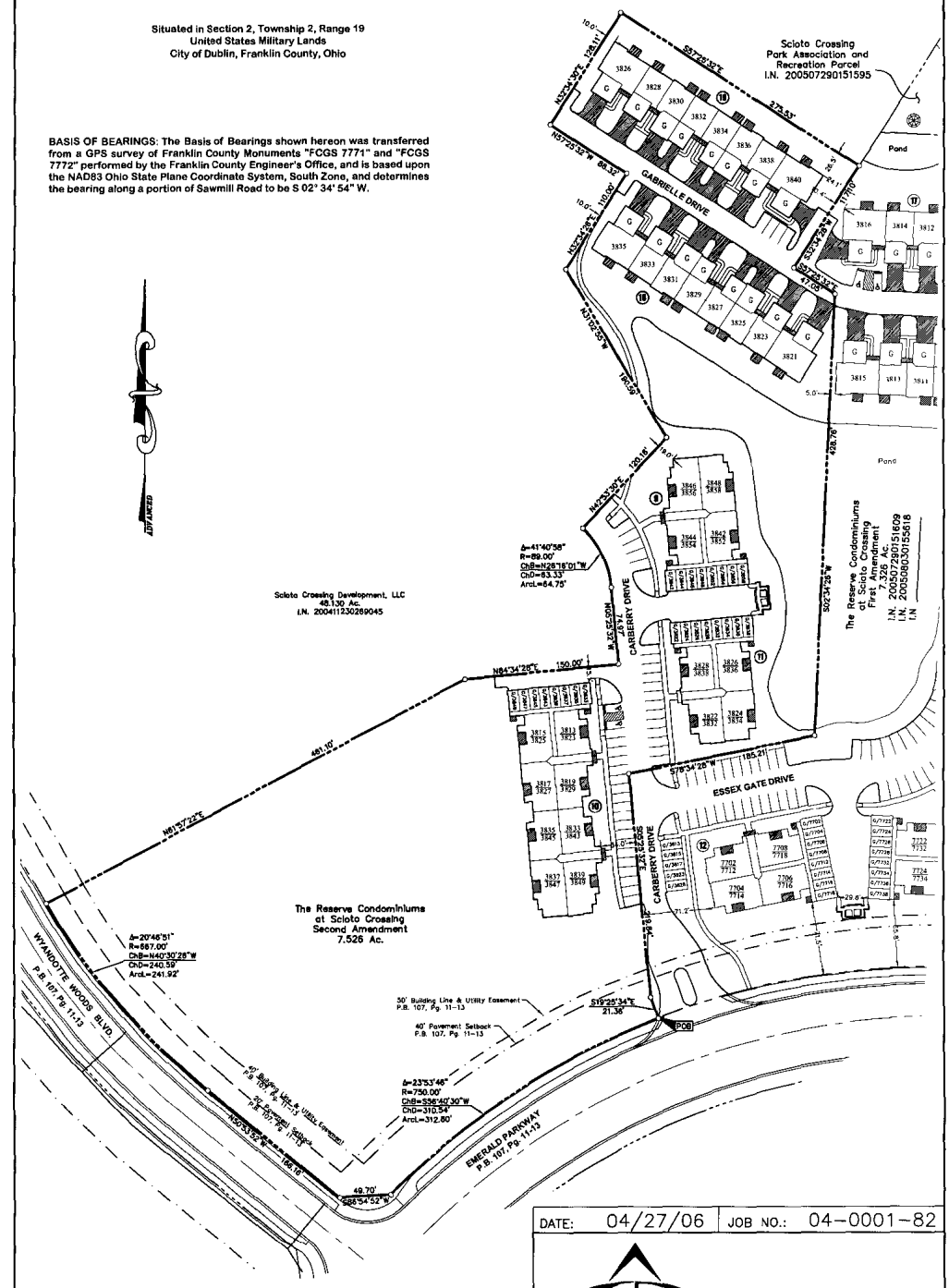


Z:\04-0001-82\survey\Reserve1_7.526Ac_desc.doc

EXHIBIT "C"
DECLARATION OF CONDOMINIUM
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING
SECOND AMENDMENT
PLOT PLAN, PROPERTY ADDED

Situated in Section 2, Township 2, Range 19
United States Military Lands
City of Dublin, Franklin County, Ohio

BASIS OF BEARINGS: The Basis of Bearings shown hereon was transferred from a GPS survey of Franklin County Monuments "FCGS 7771" and "FCGS 7772" performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be S 02° 34' 54" W.

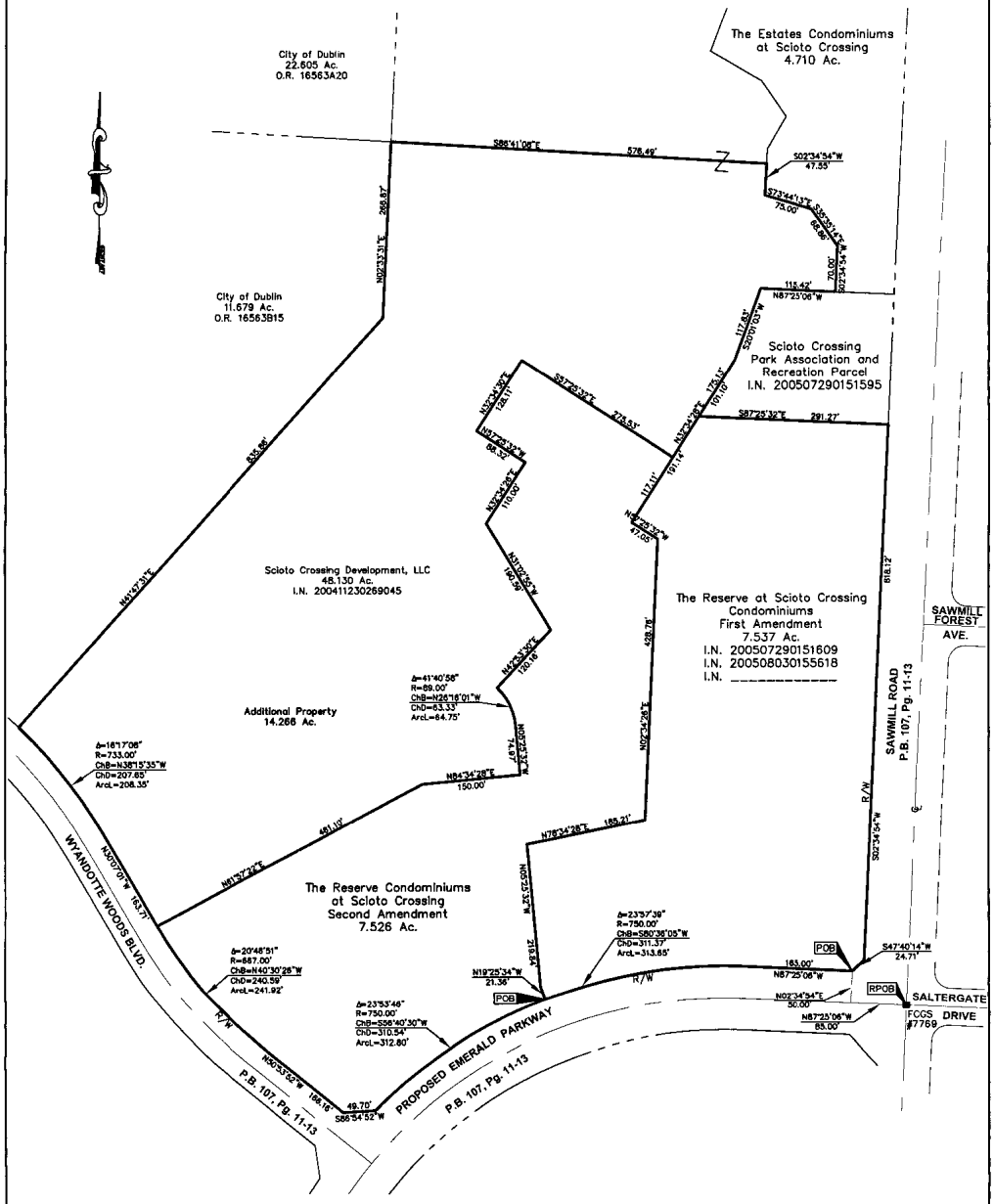


DATE: 04/27/06 | JOB NO.: 04-0001-82

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

EXHIBIT "D"
DECLARATION OF CONDOMINIUM
THE RESERVE AT SCIOTO CROSSING
SECOND AMENDMENT
PLOT PLAN, ENTIRE TRACT

Situated in Section 2, Township 2, Range 19
United States Military Lands
City of Dublin, Franklin County, Ohio



BASIS OF BEARINGS: The Basis of Bearings shown hereon was transferred from a GPS survey of Franklin County Monuments "FCGS 7771" and "FCGS 7772" performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be S 02° 34' 54" W.

200' 0 100' 200' 400'

1" = 200'

DATE: 04/27/06 | JOB NO.: 04-0001-82

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

Condominium Plat
200606230123221

CB 169 page 90

THIRD AMENDMENT TO THE DECLARATION AND DRAWINGS OF THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

200606230123217
Pgs: 4 $48.00 T20060046612
06/23/2006 3:19PM BXJUDITH E TR
Robert G Montgomery
Franklin County Recorder

The undersigned hereby certifies that copies of the Third Amendment to the Declaration and Drawings of The Reserve Condominiums at Scioto Crossing, Phase II have been filed with the Auditor of Franklin County, Ohio, this 23rd day of June, 2006.

Joseph W. Testa
Auditor of Franklin County, Ohio

For reference please see
Instrument#200605050086093 & 200605050086094
And Condominium Plat Book No. 166
Pages 53-66

For reference please see
Instrument#200605050086068 & 200605050086074
And Condominium Plat Book No. 166
Pages 39-52

For reference please see
Instrument#200508030155618
And Condominium Plat Book No. 152
Pages 59-74.

FOR REFERENCE PLEASE SEE CONDOMINIUM PLAT BOOK NO. 169 PAGE 90

For reference please see
Instrument#200507290151609
And Condominium Plat Book No. 152
Pages 59-74.

This instrument prepared by:
Judith E. Tribble
6540 Highlands Court
Delaware, Ohio 43015

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
JUN 23 2006
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

THIRD AMENDMENT TO THE DECLARATION AND DRAWINGS OF THE RESERVE CONDOMINUMS AT SCIOTO CROSSING

Pursuant to the right and option reserved by it in Article XIX and Article XVII of the Declaration of The Reserve Condominiums at Scioto Crossing, of record in Instrument#20050830155618 in the Recorder's Office of Franklin County, Ohio, Scioto Crossing Development, LLC, an Ohio limited liability company, the "Declarant of The Reserve Condominiums at Scioto Crossing as that term is defined in the Declaration, hereby amends the Declaration in the following respects to 1.) typographically correct the addresses as labeled in the drawings filed in Condominium Plat No. 200605050086094, in Condominium Plat Book No. 166 pages 53-66 regarding the units for buildings numbered 9, 10 & 19, attached herein as Exhibit "A."

1. Applicable Statute.

Under 5311.06 (C) of the Ohio Revised Code, this amendment to correct a clerical or typographical error in the declaration, bylaws, or drawings, does not affect the title of a grantee of a unit.

2. Miscellaneous Provisions.

Except to the extent that they are modified or amended by this instrument, either specifically or implicitly, all provisions of the Declaration shall continue in full force and effect and shall apply to the additional property, if any, and the owners of the units therein in the same manner and to the same extent as they apply to the condominium property as it was initially described in the declaration and the owners of all units which are a part thereof.

The invalidity or unenforceability of any term or provision, covenant or conditions set forth in this amendment, or any part thereof, shall not affect or impair the validity, enforceability or effect the remainder of this amendment.

The captions of the various sections of this amendment are merely labels to assist in locating the various provisions hereof and shall not be considered when interpreting or construing this instrument.

Each pronoun used herein shall be singular or plural or male, female or neuter, as the context or the number and its gender of its antecedent may require. All incidental grammatical changes might be necessary to make the provisions of the amendment apply to one or several persons shall be assumed in all cases as though fully and properly expressed.

The Scioto Crossing Development, LLC, an Ohio limited liability company, has caused this Amendment of the Declaration of The Reserve Condominiums at Scioto Crossing to be executed and acknowledged this 15 day of June, 2006.

Scioto Crossing Development, LLC.
BY: _____
P. Ronald Sabatino

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 15th day of June 2006, by The Scioto Crossing Development, LLC, an Ohio limited liability company, by P. Ronald Sabatino.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Marilyn A. Ennis
Notary Public, State of Ohio
My Commission Expires
5/01/2007

EXHIBIT "A"
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING
THIRD AMENDMENT
THE DRAWINGS

CERTIFICATION

I certify that this drawing, consisting of 1 sheet, accurately reflects the location of improvements and recorded easements that effect the site, from Title Commitment No. 1600058050, furnished by Stewart Title Guaranty Company, of The Reserve Condominiums at Scioto Crossing, and this drawing and certification are intended for the sole and limited purpose of complying with the provisions of Section 5311.07 of the Ohio Revised Code.

By _____ 5/31/06
Registered Professional Surveyor No. 7861
Clark E. White

I certify that this drawing, consisting of __ sheets, accurately shows each building of The Reserve Condominiums at Scioto Crossing, as constructed, and is intended for the sole and limited purpose of complying with the provisions of Section 5311.07 of the Ohio Revised Code.

By _____
Registered Professional Architect No.

TRANSFERRED THIS _____ DAY OF _____, 2006

_____
FRANKLIN COUNTY AUDITOR

RECORDED THIS _____ DAY OF _____, 2006

_____
FRANKLIN COUNTY RECORDER

Situated in Section 2, Township 2, Range 19
United States Military Lands
City of Dublin, Franklin County, Ohio

STATE OF OHIO
CLARK E. WHITE
7861
REGISTERED
PROFESSIONAL SURVEYOR

LEGEND

- = Limited Common Area
- 1111 = Unit Designation (Address) Single Floor
- 2222 / 3333 = Lower Level / Upper Level
- o = Iron Pin Set
- G or G/1111 = Garage
- (1) = Building Designation

Areas not designated as units or limited common areas are common areas.

All iron pins set are ¾" diameter, 30" long with plastic cap inscribed "Advanced 7861".

Scioto Crossing Development, LLC
48.130 Ac.
I.N. 200411230269045

Scioto Crossing
Park Association and
Recreation Parcel
I.N. 200507290151595

The Reserve Condominiums
at Scioto Crossing
First Amendment
7.326 Ac.
I.N. 200507290151609
I.N. 200508030155618
I.N. _____

The Reserve Condominiums
at Scioto Crossing
Second Amendment
7.526 Ac.

GABRIELLE DRIVE
CARBERRY DRIVE
ESSEX GATE DRIVE
WYANDOTTE WOODS BLVD
F.B. 107, Pg. 11-13
EMERALD PARKWAY
F.B. 107, Pg. 11-13
Pond

Δ=41°40'58"
R=89.00'
ChB=N26°16'01"W
ChD=63.33'
Arc L=64.75'

Δ=20°46'51"
R=862.00'
ChB=N40°39'26"W
ChD=240.59'
Arc L=241.92'

Δ=23°53'46"
R=750.00'
ChB=S36°40'30"W
ChD=310.54'
Arc L=312.80'

N84°34'28"E 150.00'
461.10'
S70°34'28"W 185.21'
S19°25'32"E 319.60'
S19°25'34"E 21.36'
N84°34'28"E 49.73'
S86°54'52"W 106.16'
N19°25'32"W 428.76'
S19°25'32"E 428.76'
POB

BASIS OF BEARINGS: The Basis of Bearings shown hereon was transferred from a GPS survey of Franklin County Monuments "FCGS 7771" and "FCGS 7772" performed by the Franklin County Engineer's Office, and is based upon the NAD83 Ohio State Plane Coordinate System, South Zone, and determines the bearing along a portion of Sawmill Road to be S 02° 34' 54" W.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

DATE: 05/31/06 | JOB NO: 04-0001-B

ADVANCED
CIVIL DESIGN
422 Beecher Road
Columbus, Ohio 43230
ph. 614.428.7750
fax 614.428.7755
ENGINEERS • SURVEYORS • PLANNERS

Condominium Plat
201108050097990

TRANSFERRED

AUG 0 5 2011

AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO 222 PAGE 42-46

201108050097984
Pgs: 12 $108.00 T20110049067
08/05/2011 3:52PM BXLOVELAND BO
Daphne Hawk
Franklin County Recorder

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

This Fourth Amendment to the Declaration of The Reserve Condominiums at Scioto Crossing is made on or as of the 19th day of July, 2011.

Recitals

A. The Reserve Condominiums at Scioto Crossing ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Act") by the filing of the Declaration of The Reserve Condominiums at Scioto Crossing and the Drawings thereof, recorded as Instrument No. 200507290151609 (re-recorded as Instrument No. 200508030155618), and the Drawings thereof ("the Drawings"), recorded in Condominium Plat Book 152, Page 59, et seq. (Instrument No. 200507290151610), both of the records of the Recorder's office of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Act, Declarant, Scioto Crossing Development, LLC, desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

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

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

2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, containing 3.606 acres, more or less, and being part of the Additional Property defined and described in the Declaration is attached hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B," and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C," and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "The Reserve Condominiums at Scioto Crossing".

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Fourth amendment to the Declaration for The Reserve Condominiums at Scioto Crossing and a copy of the Fourth Amendment to the Drawings were filed with this office on Aug 5th, 2011.

Franklin County Auditor

By Deputy Auditor

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

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains two buildings containing eight dwelling units each and expands the Condominium to contain a total of one hundred twelve (112) dwelling units, each of which is called a "Dwelling Unit" and each of which constitutes a "Unit" under the Act. The Dwelling Units added hereby are of two story townhouse style, built on concrete block foundations, with wood frames, a combination of Hardie plank siding and brick exteriors, and fiberglass shingle roofs. Each Dwelling Unit has a two car garage and a patio or porch. The Dwelling Units added hereby do not have basements. The principal materials of which the Dwelling Units are constructed are wood, glass, concrete, concrete block, Hardie plank siding, brick, fiberglass shingle, and drywall. In addition, there are green and landscaped areas, private drives and parking areas, and portions of two ponds. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used and architectural style and design to the improvements now a part of the Condominium Property.

6. Dwelling Units.

a. Dwelling Unit Designation. Each of the Dwelling Units added to the Condominium hereby is designated on the amendment to the Drawings accompanying this amendment and filed simultaneously herewith, labeled "The Reserve Condominiums at Scioto Crossing Fourth Amendment to Condominium" by a number corresponding with the numerical portion of the street address for the Dwelling Unit (the Dwelling Unit's "Unit designation"). An example of an appropriate Unit designation is "7825". The Unit designation of each Dwelling Unit added hereby and of each Dwelling Unit heretofore part of the Condominium is set forth on "Exhibit D" attached hereto and hereby made a part hereof.

b. Composition of Dwelling Units. Each Dwelling Unit added hereby constitutes a single freehold estate and consists, among other things, of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Dwelling Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Dwelling Units in the Declaration. The type of each Dwelling Unit is shown on the attached Exhibit D. Floor plan layouts and elevation drawings for the Dwelling Units added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Dwelling Unit Locations. The location of each Dwelling Unit is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Dwelling Unit has direct access to Common Elements, which lead directly to a perpetual non-exclusive easement leading to Sawmill Road, a public street.

7. Common and Limited Common Elements.

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

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" or "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Elements. The Limited Common Elements appurtenant to each Dwelling Unit consist of the driveway area in front of that Dwelling Unit's garage, a front stoop or porch, and a rear porch area and all improvements within those areas (except utility lines which serve other Dwelling Units and items and components that are defined as being part of a Dwelling Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Dwelling Unit it is described, designed, or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Dwelling Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Dwelling Unit having an equal par value of one (1.00), and resulting in each Dwelling Unit having an equal undivided interest. All Dwelling Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit B of the Declaration, and all amendments thereto. The Common Elements shall be owned by the Dwelling Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Dwelling Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Dwelling Unit in the Common Elements shall not be separated from the Dwelling Unit to which it appertains.

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

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

b. the Owner or Owners of a Dwelling Unit in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members in the Condominium, including, without limiting the generality of the foregoing, one vote for each Dwelling Unit owned by that Dwelling Unit Owner or those Dwelling Unit Owners, and shall thereupon become mandatory members of the Scioto Crossing Park Association and subject to the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for The Scioto Crossing Park Association of record as Instrument No. 200507290151594, records of the Franklin County Recorder's Office, as the same may be amended from time to time; and

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 14th day of July, 2011.

SCIOTO CROSSING DEVELOPMENT, LLC,
an Ohio limited liability company

By _____
P. Ronald Sabatino, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by P. Ronald Sabatino, the Manager of Scioto Crossing Development, LLC, an Ohio limited liability company, on its behalf, this 14th day of July, 2011.

NOTARY PUBLIC STATE OF OHIO

TAMRA L. POTTS
Notary Public, State of Ohio
My Commission Expires
10/11/11

_____
Notary Public

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Columbus, Ohio 43215-5917.

Exhibit A

FOURTH AMENDMENT TO THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING 3.606 ACRE

Situate in the State of Ohio, County of Franklin, City of Dublin, lying in Section 2, Township 2, Range 19, United States Military District, being part of the original 48.130 acre tract conveyed to Scioto Crossing Development, LLC. by deed of record in Instrument No. 200411230269045, (all records herein are from the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Begin for reference at Franklin County Geodetic Control Monument "FCGS 3370" at the centerline intersection of Sawmill Road and Sawmill Meadows Avenue;

Thence North 87°25'06" West, a distance of 67.50 feet, across Sawmill Road, to a point on the westerly right-of-way line of Sawmill Road as established by the plat entitled "Roadway Dedication Plat of Emerald Parkway, Wyandotte Woods Boulevard, Sawmill Road and the Vacation of 0.086 acres of Hard Road" of record in Plat Book 107, Page 11, being a line common to "Scioto Crossing Park Association and Recreation Parcel" a condominium plat of record in Condo Plat 152, Page 57;

Thence North 02°34'54" East, a distance of 24.99 feet, along the westerly right-of-way line of Sawmill Road, to a 3/4 inch iron pipe found at the common corner of "The Estates Condominiums at Scioto Crossing" (2.716 acres) a condominium of record in Condo Plat 212, Page 42 and said "Scioto Crossing Park Association and Recreation Parcel";

Thence North 87°25'06" West, a distance of 90.15 feet, along the line common to said "The Estates Condominiums at Scioto Crossing" (2.716 acres) and "Scioto Crossing Park Association and Recreation Parcel", to the **Point of True Beginning** for the herein described tract;

Thence North 87°25'06" West, a distance of 115.27 feet, along a northerly line of said "Scioto Crossing Park Association and Recreation Parcel", to a point;

Thence South 20°01'03" West, a distance of 118.03 feet, along a westerly line of said "Scioto Crossing Park Association and Recreation Parcel", to a point;

Thence South 32°34'28" West, a distance of 174.92 feet, along a westerly line of said "Scioto Crossing Park Association and Recreation Parcel" and "The Reserve Condominiums at Scioto Crossing First Amendment" (7.537 acres) a condominium of record in Condo Plat 152, Page 59 and Condo Plat 166, Page 51, to a point at a northeasterly corner of "The Reserve Condominiums at Scioto Crossing Third Amendment" (7.526 acres) a condominium of record in Condo Plat 166, Page 53 and Condo Plat 169, Page 90;

Thence North 57°25'32" West, a distance of 275.52 feet, along a northerly line of said "The Reserve Condominiums at Scioto Crossing Third Amendment" (7.526 acres), to a point;

Thence the following thirteen (13) courses and distances over and across said original 48.130 acre tract;

1. North 35°44'07" East, a distance of 168.56 feet, to a point;
2. North 20°43'29" West, a distance of 18.72 feet, to a point;
3. North 87°26'29" West, a distance of 10.80 feet, to a point;
4. North 02°33'31" East, a distance of 35.49 feet, to a point on a curve;
5. Along a curve to the left having a central angle of 61°12'23", a radius of 114.35 feet, an arc length of 122.16 feet, a chord bearing South 65°23'17" West and a chord length of 116.43 feet, to a point of tangency;
6. South 32°33'33" West, a distance of 94.11 feet, to a point;
7. North 57°26'27" West, a distance of 26.70 feet, to a point;
8. North 02°33'31" East, a distance of 249.30 feet, to a point;
9. South 86°41'08" East, a distance of 353.05', to a point on a curve;

EXHIBIT A (Continued)

10. Along a curve to the left having a central angle of 45°06'30", a radius of 171.00 feet, an arc length of 134.63 feet, a chord bearing South 66°12'07" East and a chord length of 131.18 feet, to a point of tangency;

11. South 86°24'31" East, a distance of 22.11 feet, to a point of curvature;

12. Along a curve to the left having a central angle of 87°08'30", a radius of 81.12 feet, an arc length of 123.38 feet, a chord bearing South 42°27'57" East and a chord length of 111.83 feet, to a point of tangency

13. South 02°34'28" West, a distance of 63.95 feet, to the **Point of True Beginning,** containing 3.606 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 81°19'41" West, for the centerline of Hard Road, as shown and delineated on the record plat of "The Dedication of Hard Road", of record in Plat Book, 78, Pages 11-13, records of the Recorder's Office, Franklin County, Ohio.

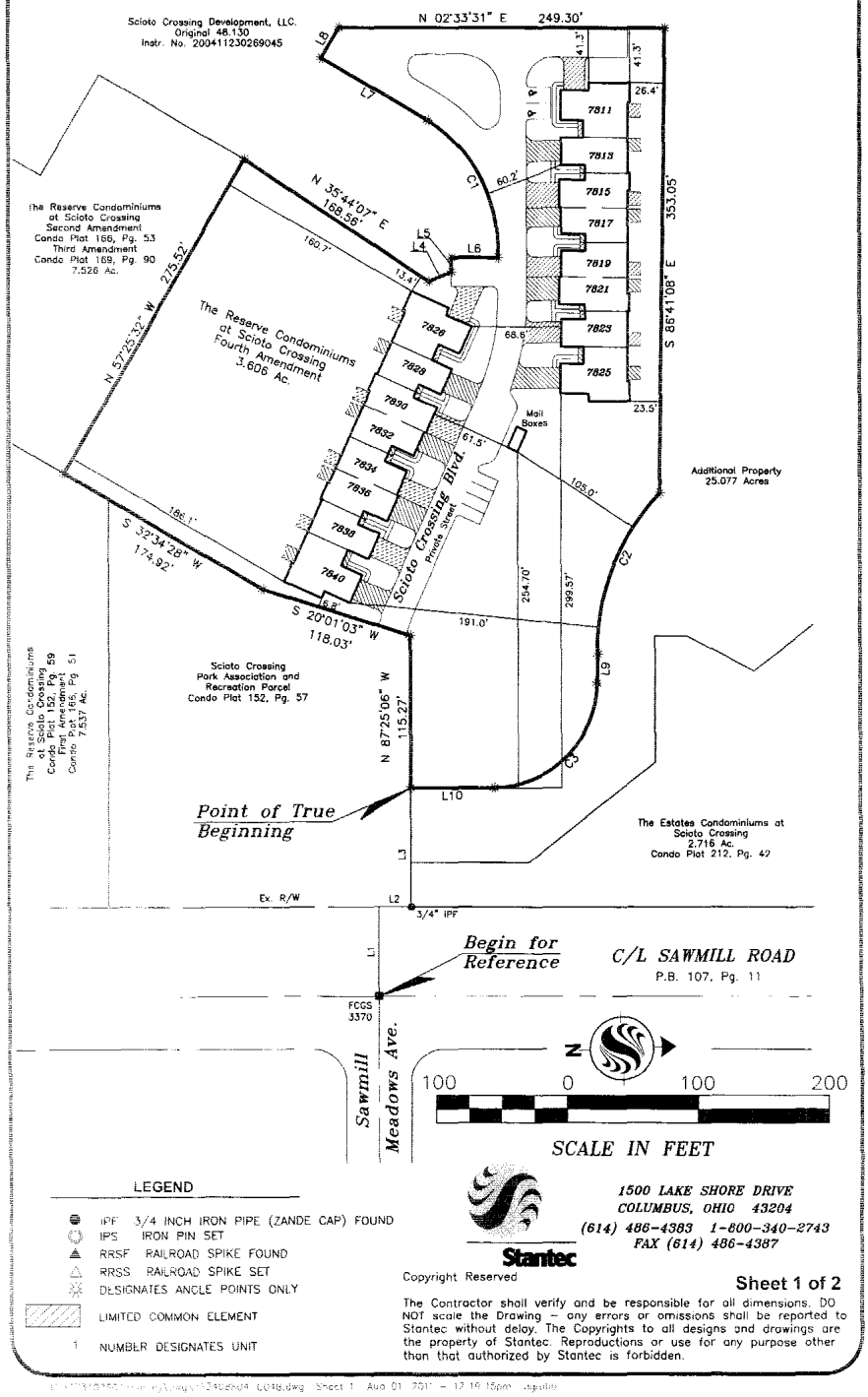
STATE OF OHIO
ROBERT J. SANDS
S-8053
REGISTERED
PROFESSIONAL SURVEYOR

Stantec Consulting Services Inc.

Robert J. Sands — 08/01/11
Robert J. Sands — Date
Professional Surveyor No. S-8053

EXHIBIT "B"
Fourth Amendment to
Declaration of Condominium
FOR

The Reserve Condominiums at Scioto Crossing



LEGEND

- IPF 3/4 INCH IRON PIPE (ZANDE CAP) FOUND
- IPS IRON PIN SET
- RRSF RAILROAD SPIKE FOUND
- RRSS RAILROAD SPIKE SET
- DESIGNATES ANCLE POINTS ONLY
- LIMITED COMMON ELEMENT
- 1 NUMBER DESIGNATES UNIT

1500 LAKE SHORE DRIVE
COLUMBUS, OHIO 43204
(614) 486-4383 1-800-340-2743
FAX (614) 486-4387

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EXHIBIT "B"
Fourth Amendment to
Declaration of Condominium
FOR
The Reserve Condominiums at Scioto Crossing

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	61°12'23"	114.35'	122.16'	S 65°23'17" W	116.43'
C2	45°06'30"	171.00'	134.63'	S 66°12'07" E	131.18'
C3	87°08'30"	81.12'	123.38'	S 42°27'57" E	111.83'

LINE	BEARING	DISTANCE
L1	N 87°25'06" W	67.50'
L2	N 02°34'54" E	24.99'
L3	N 87°25'06" W	90.15'
L4	N 20°43'29" W	18.72'
L5	N 87°26'29" W	10.80'
L6	N 02°33'31" E	35.49'
L7	S 32°33'33" W	94.11'
L8	N 57°26'27" W	26.70'
L9	S 86°24'31" E	22.11'
L10	S 02°34'28" W	63.95'

NOTE:

1. All areas not designated as part of a unit are common elements.

2. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to American Electric Power Company, an Ohio Corporation by deed of record in Instrument No. 200507260148541.

3. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to American Electric Power Company, an Ohio Corporation by deed of record in Instrument No. 200507260148539.

4. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to SBC Ohio, an Ohio Corporation by deed of record in Instrument No. 200509260200451.

5. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to SBC Ohio, an Ohio Corporation by deed of record in Instrument No. 200603100045738.

6. The site is subject to a 20 foot wide easement lying 10 feet on either side of the line as laid to Columbia Gas of Ohio, Inc., by deed of record in Instrument No. 200502160029767.

BASIS OF BEARINGS:

The bearings shown hereon are based on the bearing of North 81°19'41" West, for the centerline of Hard Road, as shown and delineated on the record plat of THE DEDICATION OF HARD ROAD, of record in Plat Book, 78, Pages 11-13, records of the Recorder's Office, Franklin County, Ohio.



SCALE IN FEET

LEGEND

- IPF 3/4 INCH IRON PIPE (ZANDE CAP) FOUND
- IPS IRON PIN SET
- RRSF RAILROAD SPIKE FOUND
- RRSS RAILROAD SPIKE SET
- DESIGNATES ANGLE POINTS ONLY

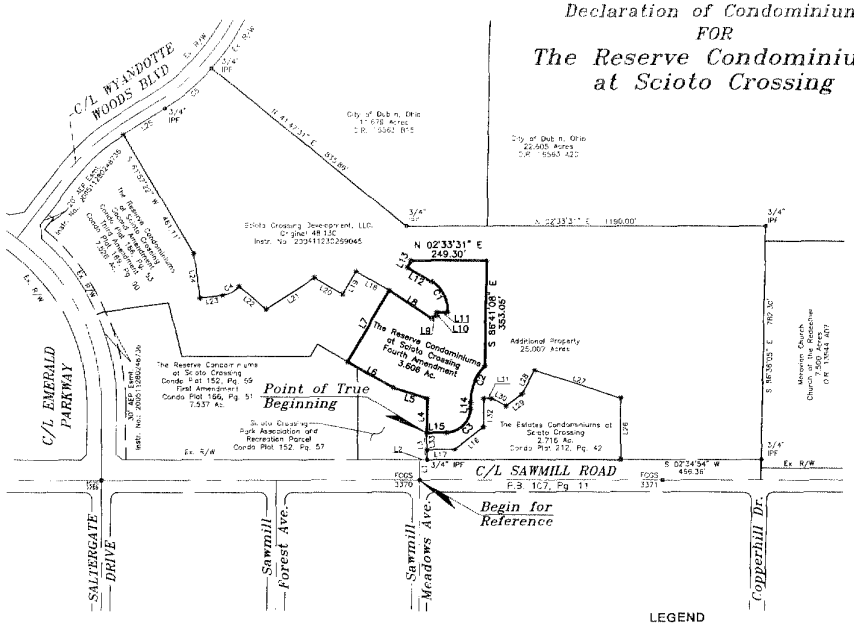
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EXHIBIT "C"
Fourth Amendment to Declaration of Condominium FOR
The Reserve Condominiums at Scioto Crossing



BASIS OF BEARINGS:

The bearings shown hereon are based on the bearing of North 81°19'41" West, for the centerline of Hard Road, as shown and delineated on the record plat of THE DEDICATION OF HARD ROAD, of record in Plat Book, 78, Pages 11-13, records of the Recorder's Office, Franklin County, Ohio.

LEGEND

- ● IPF 3/4 INCH IRON PIPE (ZANDE CAP) FOUND
- ○ IPS IRON PIN SET
- ▲ RRSF RAILROAD SPIKE FOUND
- △ RRSS RAILROAD SPIKE SET
- ✳ DESIGNATES ANGLE POINTS ONLY

NOTE:

1. All areas not designated as part of a unit are common elements.

2. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to American Electric Power Company, an Ohio Corporation by deed of record in Instrument No. 200507260148541.

3. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to American Electric Power Company, an Ohio Corporation by deed of record in Instrument No. 200507260148539.

4. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to SBC Ohio, an Ohio Corporation by deed of record in Instrument No. 200509260200451.

5. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to SBC Ohio, an Ohio Corporation by deed of record in Instrument No. 200603100045738.

6. The site is subject to a 20 foot wide easement lying 10 feet on either side of the line as laid to Columbia Gas of Ohio, Inc., by deed of record in Instrument No. 200502160029767.

N

400 0 400 800

SCALE IN FEET

Stantec

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EXHIBIT "C"
Fourth Amendment to
Declaration of Condominium
FOR
The Reserve Condominiums at Scioto Crossing

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	61°12'23"	114.35'	122.16'	S 65°23'17" W	116.43'
C2	45°06'30"	171.00'	134.63'	S 66°12'07" E	131.18'
C3	87°08'30"	81.12'	123.38'	S 42°27'57" E	111.83'
C4	41°41'00"	89.00'	64.75'	S 26°16'01" E	63.33'
C5	16°17'09"	733.00'	208.35'	S 38°15'34" E	207.65'

LINE	BEARING	DISTANCE
L1	N 87°25'06" W	67.50'
L2	N 02°34'54" E	24.99'
L3	N 87°25'06" W	90.15'
L4	N 87°25'06" W	115.27'
L5	S 20°01'03" W	118.03'
L6	S 32°34'28" W	174.92'
L7	N 57°25'32" W	275.59'
L8	N 35°44'07" E	168.56'
L9	N 20°43'29" W	18.72'
L10	N 87°26'29" W	10.80'
L11	N 02°33'31" E	35.49'
L12	S 32°33'33" W	94.11'
L13	N 57°26'27" W	26.70'
L14	S 88°24'31" E	22.11'
L15	S 02°34'28" W	63.95'
L16	S 35°35'14" E	123.06'
L17	S 02°34'54" W	90.23'
L18	S 32°34'30" W	128.11'
L19	S 57°25'32" E	88.32'
L20	S 32°34'26" W	110.00'
L21	S 31°02'55" E	190.59'
L22	S 42°53'30" W	120.16'
L23	S 05°25'32" E	74.97'
L24	S 84°34'28" W	150.00'
L25	N 30°07'01" W	163.71'
L26	N 87°25'06" W	206.51'
L27	S 20°36'09" W	300.00'
L28	S 59°55'06" E	90.00'
L29	S 35°05'54" E	66.51'
L30	S 30°04'54" W	57.57'
L31	S 02°34'54" W	24.94'
L32	S 87°26'29" E	95.87'
L33	N 87°25'06" W	56.66'

LEGEND

- ● IPF 3/4 INCH IRON PIPE (ZANDE CAP) FOUND
- ○ IPS IRON PIN SET
- ▲ RRSF RAILROAD SPIKE FOUND
- △ RRSS RAILROAD SPIKE SET
- ☼ DESIGNATES ANGLE POINTS ONLY

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5. The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid to SBC Ohio, an Ohio Corporation by deed of record in Instrument No. 200603100045738.

6. The site is subject to a 20 foot wide easement lying 10 feet on either side of the line as laid to Columbia Gas of Ohio, Inc., by deed of record in Instrument No. 200502160029767.



SCALE IN FEET

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EXHIBIT D

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

Unit Information

I. **Existing Units**:

Unit Designation	Unit Address	Building Number	Approximate Square Footage	Undivided Interest
7762	7762 Essex Gate Drive South	15	1129	1/112th
7764	7764 Essex Gate Drive South	15	1233	1/112th
7766	7766 Essex Gate Drive South	15	1478	1/112th
7768	7768 Essex Gate Drive South	15	1389	1/112th
7772	7772 Essex Gate Drive South	15	1226	1/112th
7774	7774 Essex Gate Drive South	15	1329	1/112th
7776	7776 Essex Gate Drive South	15	1478	1/112th
7778	7778 Essex Gate Drive South	15	1389	1/112th
7801	7801 Essex Gate Drive South	26	2025	1/112th
7803	7803 Essex Gate Drive South	26	1516	1/112th
7805	7805 Essex Gate Drive South	26	1608	1/112th
7807	7807 Essex Gate Drive South	26	1483	1/112th
7742	7742 Essex Gate Drive South	14	1389	1/112th
7744	7744 Essex Gate Drive South	14	1478	1/112th
7746	7746 Essex Gate Drive South	14	1233	1/112th
7748	7748 Essex Gate Drive South	14	1129	1/112th
7752	7752 Essex Gate Drive South	14	1389	1/112th
7754	7754 Essex Gate Drive South	14	1478	1/112th
7756	7756 Essex Gate Drive South	14	1329	1/112th
7758	7758 Essex Gate Drive South	14	1226	1/112th
7722	7722 Essex Gate Drive South	13	1129	1/112th
7724	7724 Essex Gate Drive South	13	1233	1/112th
7726	7726 Essex Gate Drive South	13	1233	1/112th
7728	7728 Essex Gate Drive South	13	1144	1/112th
7732	7732 Essex Gate Drive South	13	1226	1/112th
7734	7734 Essex Gate Drive South	13	1329	1/112th
7736	7736 Essex Gate Drive South	13	1233	1/112th
7738	7738 Essex Gate Drive South	13	1144	1/112th
7702	7702 Essex Gate Drive South	12	1144	1/112th
7704	7704 Essex Gate Drive South	12	1233	1/112th
7706	7706 Essex Gate Drive South	12	1233	1/112th
7708	7708 Essex Gate Drive South	12	1129	1/112th
7712	7712 Essex Gate Drive South	12	1144	1/112th
7714	7714 Essex Gate Drive South	12	1233	1/112th
7716	7716 Essex Gate Drive South	12	1329	1/112th
7718	7718 Essex Gate Drive South	12	1226	1/112th
Unit 3816, Building 17	3816 Gabrielle Drive	17	1483	1/112th
Unit 3814, Building 17	3814 Gabrielle Drive	17	1608	1/112th
Unit 3812, Building 17	3812 Gabrielle Drive	17	1516	1/112th
Unit 3810, Building 17	3810 Gabrielle Drive	17	2025	1/112th
Unit 3801, Building 16	3801 Gabrielle Drive	16	2025	1/112th
Unit 3803, Building 16	3803 Gabrielle Drive	16	1516	1/112th
Unit 3805, Building 16	3805 Gabrielle Drive	16	1608	1/112th
Unit 3807, Building 16	3807 Gabrielle Drive	16	1483	1/112th
Unit 3809, Building 16	3809 Gabrielle Drive	16	1483	1/112th
Unit 3811, Building 16	3811 Gabrielle Drive	16	1608	1/112th
Unit 3813, Building 16	3813 Gabrielle Drive	16	1516	1/112th
Unit 3815, Building 16	3815 Gabrielle Drive	16	2025	1/112th

EXHIBIT D (Continued)

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

Unit Information

I. **Existing Units**: (Continued)

Unit Designation	Unit Address	Building Number	Approximate Square Footage	Undivided Interest
Unit 3842, Building 9	3842 Carberry Drive	9	1129	1/112th
Unit 3844, Building 9	3844 Carberry Drive	9	1233	1/112th
Unit 3846, Building 9	3846 Carberry Drive	9	1478	1/112th
Unit 3848, Building 9	3848 Carberry Drive	9	1389	1/112th
Unit 3852, Building 9	3852 Carberry Drive	9	1144	1/112th
Unit 3854, Building 9	3854 Carberry Drive	9	1233	1/112th
Unit 3856, Building 9	3856 Carberry Drive	9	1478	1/112th
Unit 3858, Building 9	3858 Carberry Drive	9	1389	1/112th
Unit 3813, Building 10	3813 Carberry Drive	10	1389	1/112th
Unit 3815, Building 10	3815 Carberry Drive	10	1478	1/112th
Unit 3817, Building 10	3817 Carberry Drive	10	1233	1/112th
Unit 3819, Building 10	3819 Carberry Drive	10	1144	1/112th
Unit 3823, Building 10	3823 Carberry Drive	10	1389	1/112th
Unit 3825, Building 10	3825 Carberry Drive	10	1478	1/112th
Unit 3827, Building 10	3827 Carberry Drive	10	1233	1/112th
Unit 3829, Building 10	3829 Carberry Drive	10	1144	1/112th
Unit 3833, Building 10	3833 Carberry Drive	10	1144	1/112th
Unit 3835, Building 10	3835 Carberry Drive	10	1233	1/112th
Unit 3837, Building 10	3837 Carberry Drive	10	1233	1/112th
Unit 3839, Building 10	3839 Carberry Drive	10	1129	1/112th
Unit 3843, Building 10	3843 Carberry Drive	10	1144	1/112th
Unit 3845, Building 10	3845 Carberry Drive	10	1233	1/112th
Unit 3847, Building 10	3847 Carberry Drive	10	1329	1/112th
Unit 3849, Building 10	3849 Carberry Drive	10	1226	1/112th
Unit 3822, Building 11	3822 Carberry Drive	11	1144	1/112th
Unit 3824, Building 11	3824 Carberry Drive	11	1233	1/112th
Unit 3826, Building 11	3826 Carberry Drive	11	1233	1/112th
Unit 3828, Building 11	3828 Carberry Drive	11	1129	1/112th
Unit 3832, Building 11	3832 Carberry Drive	11	1144	1/112th
Unit 3834, Building 11	3834 Carberry Drive	11	1233	1/112th
Unit 3836, Building 11	3836 Carberry Drive	11	1329	1/112th
Unit 3838, Building 11	3838 Carberry Drive	11	1226	1/112th
Unit 3821, Building 18	3821 Gabrielle Drive	18	2025	1/112th
Unit 3823, Building 18	3823 Gabrielle Drive	18	1516	1/112th
Unit 3825, Building 18	3825 Gabrielle Drive	18	1608	1/112th
Unit 3827, Building 18	3827 Gabrielle Drive	18	1483	1/112th
Unit 3829, Building 18	3829 Gabrielle Drive	18	1483	1/112th
Unit 3831, Building 18	3831 Gabrielle Drive	18	1608	1/112th
Unit 3833, Building 18	3833 Gabrielle Drive	18	1516	1/112th
Unit 3835, Building 18	3835 Gabrielle Drive	18	2025	1/112th
Unit 3826, Building 19	3826 Gabrielle Drive	19	2025	1/112th
Unit 3828, Building 19	3828 Gabrielle Drive	19	1516	1/112th
Unit 3830, Building 19	3830 Gabrielle Drive	19	1608	1/112th
Unit 3832, Building 19	3832 Gabrielle Drive	19	1483	1/112th
Unit 3834, Building 19	3834 Gabrielle Drive	19	1483	1/112th
Unit 3836, Building 19	3836 Gabrielle Drive	19	1608	1/112th
Unit 3838, Building 19	3838 Gabrielle Drive	19	1516	1/112th
Unit 3840, Building 19	3840 Gabrielle Drive	19	2025	1/112th

EXHIBIT D (Continued)

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

Unit Information

II. **Units Added Hereby**:

Unit Designation	Unit Address	Building Number	Approximate Square Footage	Undivided Interest
7811	7811 Scioto Crossing Boulevard	23	2025	1/112th
7813	7813 Scioto Crossing Boulevard	23	1516	1/112th
7815	7815 Scioto Crossing Boulevard	23	1608	1/112th
7817	7817 Scioto Crossing Boulevard	23	1483	1/112th
7819	7819 Scioto Crossing Boulevard	23	1483	1/112th
7821	7821 Scioto Crossing Boulevard	23	1608	1/112th
7823	7823 Scioto Crossing Boulevard	23	1516	1/112th
7825	7825 Scioto Crossing Boulevard	23	2025	1/112th
7826	7826 Scioto Crossing Boulevard	24	2025	1/112th
7828	7828 Scioto Crossing Boulevard	24	1516	1/112th
7830	7830 Scioto Crossing Boulevard	24	1608	1/112th
7832	7832 Scioto Crossing Boulevard	24	1483	1/112th
7834	7834 Scioto Crossing Boulevard	24	1483	1/112th
7836	7836 Scioto Crossing Boulevard	24	1608	1/112th
7838	7838 Scioto Crossing Boulevard	24	1516	1/112th
7840	7840 Scioto Crossing Boulevard	24	2025	1/112th
			Total	**112/112th or 100%**

Instrument Number: 201701100005027
Recorded Date: 01/10/2017 2:46:40 PM

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

Transaction Number: T20170002280
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 4

Submitted By (Walk-In):	**Return To (Mailing Label):**
WILLIAMS & STROHM LLC 2 MIRANOVA PLACE SUITE 380 COLUMBUS, OH 43215-7047 Walk-In	WILLIAMS & STROHM LLC 2 MIRANOVA PLACE SUITE 380 COLUMBUS, OH 43215-7047 Mailing Label
First Grantor: RESERVE CONDOMINIUMS AT SCIOTO RESERVE ASSN	**First Grantee:** RESERVE CONDOMINIUMS AT SCIOTO CROSSING

Fees:	
Document Recording Fee:	$28.00
Additional Pages Fee:	$16.00
Marginal Reference Fee:	$4.00
Total Fees:	$48.00
Amount Paid:	$48.00
Amount Due:	$0.00

Instrument Number: 201701100005027
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JAN 10 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
MWD
CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

AMENDMENT TO THE DECLARATION AND BYLAWS FOR THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration for The Reserve Condominiums at Scioto Crossing has been filed with the Auditor of Franklin County, Ohio, this 5th day of January, 2016.7

Clarence E Mingo II, Auditor
By: Michael Dotson
Deputy Auditor
AUDITOR OF FRANKLIN COUNTY, OHIO

NOTARIAL SEAL STATE OF OHIO

CAROLYN F. EDENS
Notary Public, State of Ohio
My Commission Expires 09-12-2021

Carolyn F Edens
By:

This Instrument prepared by Robin L. Strohm, Esq., Williams & Strohm, LLC, Attorneys at Law, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

AMENDMENT TO THE DECLARATION AND BYLAWS FOR THE RESERVE CONDOMINIUMS AT SCIOTO CROSSING

This Amendment to the Declaration for The Reserve Condominiums at Scioto Crossing is made this 5th day of January, 2016.7

RECITALS

A. The Reserve Condominiums at Scioto Crossing is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium recorded on July 29, 2005, in Instrument Number 200507290151609, Instrument Number 200508030155618, Instrument Number 200605050086093, Instrument Number 200606230123217, and Instrument Number 201108050097984, Franklin County Records.

B. Pursuant to the provisions of Ohio Revised Code Chapter 5311.05 (E)(1)(c), the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Ohio Revised Code Chapter 5311.05 (E)(1)(c), that a duly called and noticed meeting of the Board of Directors of the Association was held where a quorum of Directors was present, and that at least of majority of the Directors present voted in favor of the following amendment.

C. The purpose of this Amendment is to meet the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners for owner-occupant residential financing.

D. NOW THEREFORE, Article III, Section 2(h) of the Declaration of July 29, 2005, shall be amended entirely to read as follows:

"No residential unit shall be used for any purpose other than a residential dwelling place and for purposes necessarily incidental thereto. Notwithstanding any other provision of the Declaration or By-Laws, no more than 50% of all residential units in the Condominium shall be subject to any leasehold interest, unrecorded land contract interest, or general tenancies in persons other than the owner, and all other residential units shall be occupied by an owner thereof. This provision shall become effective on the day when an amendment containing this provision is filed with the Recorder of Franklin County, Ohio; provided that this amendment shall not affect the existing term of any lease then in effect at the time of recording, nor any unit then under lease at the time of recording if so counting would exceed the 50% limitation. If any unit under lease at the time of recording ceases to be occupied by a tenant or tenants for any period in excess of ninety (90) days or the Unit is sold or conveyed in any manner, then that unit shall lose its status as a rental unit and be subject to the within prohibitions and conditions."

"The Board shall have the power to administer a leasing list, conduct leasing surveys, and approve leases so as to meet the above percentage requirements and promulgate rules and regulations to interpret and administer this provision, including the power and authority to make exceptions for

unique family or ownership circumstances and/or for hardship, it being the purpose of this provision to maintain the character of the Condominium as primarily a housing community for owner-occupants. This provision shall not restrict the right of an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to rent the Unit so acquired."

"Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire unit and shall not extend longer than one (1) year or for less than six (6) months, except in the event that the initial lease term is extended on a month to month basis. No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: 1) rental for any period less than six (6) months; 2) 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 3) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Declaration, By-laws, and Rules and Regulations of the condominium shall be a default under the lease. Prior to the commencement of the term of a lease the unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and time during which the lease term shall be in effect and provide to the Board a copy of said lease, and such other information as required by Ohio law."

"If any unit owner, occupant, or tenant fails to abide by these rules for rental and ownership of units or the rules of the condominium or the restrictions and provisions of the Declaration and Bylaws, the Association may commence an action for eviction in any Court of competent jurisdiction, in the name of the unit owner and as owner's agent for this sole purpose and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the unit owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending unit and made a lien against the offending unit, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth."

"If any Unit owner who is leasing the unit fails to pay any annual assessment or other charge of the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent owner shall allow the Association to collect rent directly from the tenant, and upon notice from the Board to the tenant and owner, the tenant shall pay rent directly to the Association until all unpaid amounts owed by the Unit owner to the Association have been paid in full. All such payments made by the tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Unit owner. The above provision shall not be construed to release the Unit owner from any obligation, including the obligation for assessments, for which the Unit owner would otherwise be responsible."

E. All other provisions of the Declaration of July 29, 2005, and all amendments thereto not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

F. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of The Reserve Condominiums at Scioto Reserve Association have hereunto set their hands this 5th day of January, 2016.7

President

MICHAEL MADSEN
Printed

Justin Lipe
Secretary

Justin Lipe
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Michael Madsen and Justin Lipe, President and Secretary respectively and swore the signing hereof to be of their own free and voluntary act and that the same is true this 5th day of January, 2016.7

Carolyn F Edens
NOTARY PUBLIC

NOTARIAL SEAL STATE OF OHIO

CAROLYN F. EDENS
Notary Public, State of Ohio
My Commission Expires 09-12-2021

The Reserve Condominiums at Scioto Crossing

Declaration Amendment



APOGEE PROPERTY MANAGEMENT

BYLAWS
(Code of Regulations)
OF
The Reserve Condominiums at Scioto Crossing
CONDOMINIUM ASSOCIATION

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BYLAWS
(Code of Regulations)
OF
THE RESERVE CONDOMINIUMS
AT SCIOTO CROSSING

ARTICLE I
NAME AND LOCATION

The name of the Association is The Reserve Condominiums at Scioto Crossing Association ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of 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 the Reserve Condominiums at Scioto Crossing. 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 Declarations of The Reserve Condominiums at Scioto Crossing, ("the Declaration"), recorded simultaneously herewith the Recorder of Franklin County, Ohio.

ARTICLE III
UNIT OWNERS (MEMBERS)

Section1. --Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

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

Section 3. -Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of the Declarant, or upon request of the Unit Owners other than the Declarant entitled to exercise one-forth (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 thereto, 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 the notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The 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 Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

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

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant. The initial named Directors shall be P. Ronald Sabatino, Cathy Saporito, and Jim Shearer.

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 provided in the Declaration.

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

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

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any

service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

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

Section 8. Special 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 an 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 case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

Section 12. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in 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 les 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 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 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 on-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 ore fully provided in the Declaration, to:

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

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

(iii) foreclose the lien against any property for which assessments are not paid within a reasonable tie 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 to property subject to the Association's jurisdiction to be maintained within the scope of the authority provided in the Declaration;

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

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

ARTICLE V
OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a 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 time later 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
COMITTEES

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

ARTICLE VII
BOOKS AND RECORDS

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, 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 transaction currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

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

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

ARTICLE VIII
AUDITS

The Board shall cause the preparation and furnishing of a financial statement generated using generally accepted accounting principles (GAAP)for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

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

Unit Owners; and

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

ARTICLE IX
FISCAL YEAR

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

ARTICLE X
AMENDMENTS

Any modification or amendment of these 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.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as the 18th day of July, 2005.

Scioto Crossing Development, LLC.

By _____
P. Ronald Sabatino, Manager

Sole Member

The Reserve Condominiums at Scioto Crossing

Handbook - Rules and Regulations



APOGEE PROPERTY MANAGEMENT

Reserve Condominiums at Scioto Crossing Association

Resident Handbook

SciotoCrossing.org

Community Association Manager
Lifestyle Property Management (LC)
Cody Curtis, Haley Bogatay, & Valerie Price
230 West Street, Suite 200
Columbus, OH 43215
614-918-2100
ReserveManager@SciotoCrossing.org

Community Map

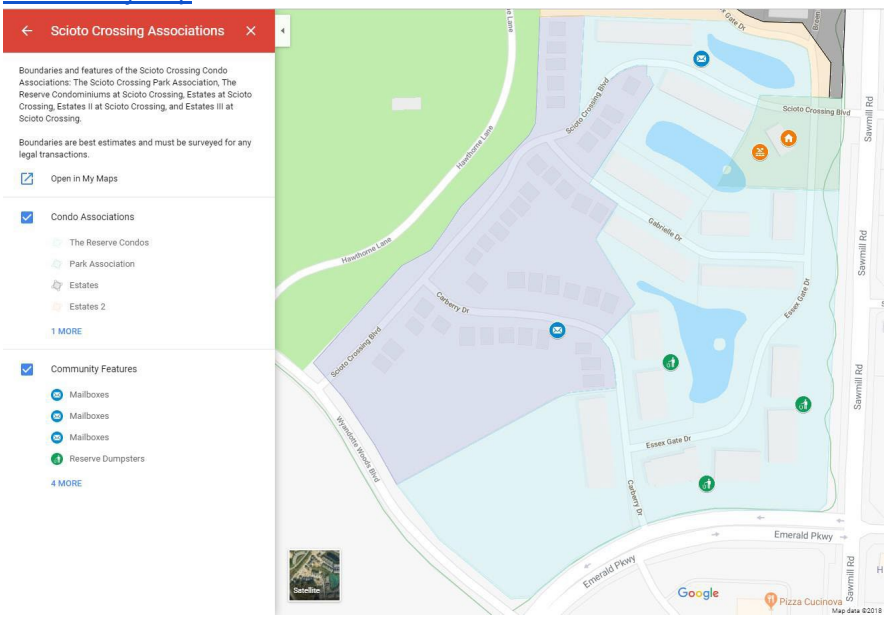


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Neighboring Associations

Reserve
112 Units

Estates
7 Units

Estates II
53 Units

Estates III
43 Units

Scioto Crossing Park Association
Clubhouse and pool

General Community Calendar

February - Annual Meeting of Unit Owners
December - Announcement of next year's Annual Assessment and budget.

Summary of Updates

2019 – Adopted Resident Handbook, codifying rules and regulations of the Association
2022 – Corrected typographical and grammatical errors.

- § 20.1.1.3 – doorbell policy
- § 30.2.4 – security camera policy
- § 30.4.1 – Outside furniture policy
- § 30.6.4.6 – No invasive plants permitted.
- § 37.2.3.4 – Charcoal and wood burning is prohibited.
- § 37.2.5.2 – noise reminder regarding alternative sleep and work schedules
- § 30.7.3.1 – unlit wreath permitted
- § 49.1.2 – Spectrum cable services
- § 49.3.3 – Trash and Trash bin regulations. Must place trash in appropriate bins, and may not place trash bags on the ground.
- § 55 – Unit Owner Dispute Resolution Policy
- Appendix M – Garage hallway flooring and walls are the responsibility of the building's unit owners.

2022 – Revisions were made to the following Rules

- § 30.2.4.1 – security camera policy

- § 49.3.3.2 – Trash Pick Up
- § 37.2.8.1 – Garage Sales
- § 30.2.1.2 – Hardware
- § 30.7.6 – Exterior Decorations Policy

History of Development

From T&R Properties application to Dublin for Estates III.

The original “Sawmill Condominiums” plan consisted of 72.744 acres west of Sawmill Road. The approved plan called for 450 residential units consisting of 144 garden condominiums, 72 townhouse units, 60 single family patio homes, and 174-unit apartment units. The two condominium associations were to be the “Reserve” and the “Estates” condominiums. The Reserve condominiums would consist of the 144 garden style condominiums and 72 attached townhouse style condominiums. The Estates condominiums were planned to be the 60 single family patio homes bordering the 6.5 acres of open space wetland area. The Residences at Scioto Crossing was to be the 174-unit apartment complex to the south of the approximate 11.5 acres of open space.

Since the original Final Development Plan was approved on January 22, 2004, the plan has been amended multiple times to add garages to the Reserve Condominiums, add additional entry sign panels, and to modify architectural plans for the Estates condominiums. The Sawmill Condominiums, now called Scioto Crossing, when construction was completed in 2018, includes the following: 1) 174-unit apartment complex the “Residences at Scioto Crossing”; 2) 64 garden apartment style condominiums and 48 townhouse style condominiums the “Reserve Condominiums at Scioto Crossing”; 3) 7 patio homes the “Estates Condominiums at Scioto Crossing”; 4) 53 detached single family homes in the “Estates Condominiums at Scioto Crossing II”; 5) 43 detached single family homes in the “Estates III Condominiums at Scioto Crossing”; and approximately 18 acres of wetlands and open space.

Unit Owners in each condominium association are mandatory members of the Scioto Crossing Park Association, which owns the clubhouse, fitness room, and pool located on site.

Association Rules

Section 01—Definitions and Procedures

1.1 Unless otherwise specified within these Rules, the Definitions from the Declarations and Bylaws of the Association shall be incorporated herein.

1.2 “Resident” shall mean the unit owner or any tenant of a unit.

1.3 Unit Owner Information Updates

1.3.1 Unit owners shall maintain current contact information on file with the Association, including the following information required by O.R.C. § 5311.09(A)(2) and the Association Declaration:

1.3.1.1 The home address, home and business mailing addresses, and the home and business telephone numbers of the unit owner and all occupants of the unit; and

1.3.1.2 The name, business address, and business telephone number of any person who manages the owner’s unit as an agent of that owner.

1.3.2 Unit owners shall provide a Unit Owner Information Form within 30 days of closing on the purchase of any Unit, and within 30 days after any of the information provided on the form changes.

1.3.3 Unit owners shall confirm or update the information on the Unit Owner Information Form within 30 days after receiving a written request from the Association.

1.3.4 A violation of the rules in Section 1.3 shall be a Level 1 violation, which shall be a continuing violation every 10 days.

1.4 Records Retention Policy

1.4.1 The purpose of this policy is to maintain the Association records in an organized and safe manner, which is essential to preserving the history of the Association as much as possible. In the event litigation is filed against the Association for a claim related to theft, fraud, or negligence, the Association’s records will be essential in providing information necessary to successfully defend those claims against the Association. In addition, if the Association is audited for any reason, financial documents and employee/payroll information may be required.

1.4.2 The Board desires to adopt standards related to how and for what length of time the Association’s records should be maintained, where and how those records will be stored, and when those records will be destroyed pursuant to guidelines recommended by the United States Internal Revenue Service and Community

Associations Institute, an international trade organization dedicated to community associations.

1.4.3 The Board, at its sole discretion, and consistent with common business practices, elects to store and keep Association records in paper form or electronically.

1.4.4 Due to the confidential nature of some of the Association's records, the Association's documents and records shall be primarily stored and retained at the office(s) of the Association's property management company ("Management Company"), unless the Board provides written instructions otherwise. The Board shall document, in the Board meeting minutes, at a duly called and noticed Board meeting, the location where the Association's documents and records will be stored if they are located somewhere other than at the Management Company's office. If the storage location of the Association's documents and records changes, the Board will update that information within a reasonable time after the change.

1.4.5 The Board hereby adopts the following standards regarding the retention of the specific Association documents and records set forth below:

Type of Document	Minimum Requirements
Entity Records	
Articles of Incorporation and Bylaws	Permanently
Amendments to Articles of Incorporation and Bylaws	Permanently
Minute Books and Resolutions	Permanently
Declaration, Plats and Drawings	Permanently
Declaration Amendments	Permanently
Rules and Regulations	Permanently
State and Federal Tax Identification Numbers	Permanently
Financial Records	
Tax Returns and Worksheets	Permanently
Withholding Tax Statements	7 Years
Unit Owner Assessment Records	Permanently
Accounts Payable Ledgers and Schedules	7 Years
Audit Reports	Permanently
Bank Statements and Reconciliations	3 Years
Checks (for important payments and purchases)	Permanently
Cancelled Checks	9 Years
Mortgages, Notes and Leases (still in effect)	Permanently
Mortgages, Notes and Leases (expired)	9 Years
Depreciation Schedules	Permanently
Duplicate Deposit Slips	2 Years
Expense Analyses/Expense Distribution Schedules	7 Years
Year End Financial Statements	Permanently

Insurance records, current accident reports, claims, policies, and so on (active and expired)	Permanently
Internal audit reports	3 years
Insurance Certificates/Policies	9 Years
Type of Document	**Minimum Requirements**
Invoices (to owners, from vendors)	7 years
Federal Income Tax Returns	Permanently
Annual Budget	Permanently
Investment Statements	7 Years
Monthly Financials	7 Years
General Ledgers	Permanently
Legal Records	
Contracts (still in effect)	Permanently
Expired or Terminated Contracts	9 Years after expiration or termination
Certified Copies of Judgments	Permanently
Correspondence (legal and important matters)	Permanently
Patents and related papers	Permanently
Trademark registrations and copyrights	Permanently
Deeds, mortgages, and significant bills of sale	Permanently
Insurance records, current accident reports, claims, policies, and so on (active and expired)	Permanently
Originals or Certified Copies of Documents Recorded with the County Recorder	Permanently
Personnel Records	
Employment applications, if not hired	3 Years
Employee Files or Applications	7 Years after employment terminates
Payroll records and summaries	7 Years
Personnel files (terminated employees)	7 Years after employment terminates
Retirement and pension records	Permanently
Timesheets	7 years
Board Records	
Meeting Minutes	Permanently
Committee Reports	3 Years
Reserve Studies	Permanently
Owner Approval for Alterations and Modifications	Permanently
Owner Approval to Amendments	Permanently
Director Election Ballots	Until After the Annual Meeting Minutes are Approved*
Business Records	
Correspondence (with Unit Owners and vendors)	2 Years

Correspondence (general)	2 Years
Proposals	1 Year
Copies of Newsletters or Community Notices	3 Years

1.4.6 The Board may approve annual meeting minutes at the first Board meeting after the annual meeting, or at any subsequent Board meeting.

1.4.7 The Board may add other documents and records to this list from time to time on its own initiative or upon recommendations from counsel or management. Additionally, the storage times set forth above are subject to the Management Company's record retention policies, which may be less than the time frames set forth above.

1.4.8 The Board may authorize the destruction of these documents and records by shredding or incinerating the documents, including any documents or records on a CD or digitally stored in any other manner. If stored electronically, the Board may authorize the elimination of those documents or records from the electronic device which stores those documents or records by using an acceptable method of "scrubbing" or "cleaning" the device.

1.5 Records Inspection Policy

1.5.1 As members of the Association, all unit owners have the right to review and receive copies of the Association's books and records. That right, however, is not absolute. The Association has the right, under both the Bylaws and the Ohio Revised Code Section 5311.091(A), to withhold certain documents from inspection and create reasonable standards regarding inspection of its books and records, including standards governing the types 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. The Board, under this authority, adopted a Document Inspection Policy, which specifies how Unit Owners should make requests for Association records, the types of documents that will be available for inspection, the types of documents that will not be available for inspection, where the records will be available for inspection, and the copying costs and management fee that may be associated with a records request. The Document Inspection Policy is attached to these Rules and Regulations.

1.5.2 Although all Unit Owners are encouraged to read the attached Document Inspection Policy, here is a summary of the policy:

1.5.3 The following documents **will** be made available for inspection:

1.5.3.1 The Association's accounting records showing the collective amount of the common assessments paid by the Association's members;

1.5.3.2 Records showing the allocation, distribution, and collection of the common profits, losses, and expenses among the Unit Owners;

1.5.3.3 Monthly, yearly, and year-to-date income and expense reports and balance sheets;

1.5.3.4 Monthly bank statements for all accounts held in the Association's name, with the account numbers redacted;

1.5.3.5 Annual budgets adopted by the Board;

1.5.3.6 The names and addresses of the Unit Owners and their respective undivided interests in the common elements;

1.5.3.7 The Declaration for the Condominium Association, all amendments to the Declaration, the Bylaws, the Association's Articles of Incorporation, and the Association's Rules and Regulations;

1.5.3.8 The declarations pages or Acord Certificates for all of the Association's insurance policies;

1.5.3.9 Reserve Studies; and

1.5.3.10 Board-approved minutes from all regular Board meetings and all annual and special meetings of the Association.

1.5.4 The following documents **will not** be available for inspection unless approved specifically by the Board:

1.5.4.1 Minutes for Board executive session meetings;

1.5.4.2 Information related to Association property-related personnel matters, including, but not limited to: time sheets, rate of pay, job applications, and performance reviews;

1.5.4.3 Any agreements or communications with the Association's legal counsel; the Association's attorney's work products pertaining to potential, threatened, past, or pending litigation; communications and opinions from or to the Association's counsel regarding other Association and Condominium property-related matters; communications to, from, or between the Association's counsel, Board, or Management Company; and the Association's attorney's invoices to the Association for services rendered;

1.5.4.4 Any documents or reports prepared by the Board or at the Board's request for potential, threatened, past, or pending litigation;

1.5.4.5 Information that pertains to transactions currently under negotiation, including, but not limited to: unaccepted bids and quotes from prospective contractors or other service providers, and contracts and other agreements containing confidentiality requirements and that are subject to those requirement;

1.5.4.6 Contracts with contractors, service providers, or professionals hired by the Association;

1.5.4.7 Information that relates to the enforcement of the Declaration and its amendments, the Bylaws, the Association's Rules and Regulations, and any other governing document of the Association, including enforcement and collection letters, notices, hearing notes and minutes, decisions, specific identification of

Unit Owners delinquent in the payment of their assessments to the Association, and any other information related to enforcement of the Association's governing documents;

1.5.4.8 Information and documents regarding insurance claims unrelated to the requesting Unit Owner, the telephone numbers or email addresses of the Association's Unit Owners or their tenants on file with the Management Company; or

1.5.4.9 Any information the Association is prohibited from disclosing pursuant to federal, state, or local law.

1.5.5 To inspect and copy Association records, Unit Owners must submit a written request to the Management Company that contains all of the following: (1) the purpose or reason for the inspection; (2) the specific documents or types of documents the Unit Owner wants to inspect, as well as the dates and months of those documents; (3) if a Unit Owner wants copies of certain documents prepared for the inspection, the Unit Owner must specify the type and the dates and months of the documents to be copied; and (4) the Unit Owner must agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection.

1.5.6 Only those documents that the Management Company has on file pursuant to the Association's records retention policy will be available for inspection and copying.

1.5.7 The Board reserves the right to deny the inspection of any documents until such time as the unit owner provides a reasonable and proper purpose for the request.

1.5.8 Records will be available at the Management Company's office.

1.5.9 The following costs will be charged for records requests: (1) $0.10 (ten cents) per page, whether printed or digital and (2) $30.00 per hour for the Management Company's time for requests that exceed 15 minutes. Unit owners must pay the record request costs before the records will be provided.

1.6 Rules Enforcement

1.6.1 If a resident is concerned about a violation of the Rules or Declaration, please file a complaint with the Association by contacting the Management Company by email, letter, or a phone call.

1.6.2 Reasonable efforts will be made to keep the complainant's identity confidential, but confidentiality cannot be guaranteed due to the close proximity of neighbors. In cases of hearings or litigation, the Association can be compelled to identify the complainant. Confidentiality can be maintained if a representative of the Association personally witnessed the violation.

1.6.3 If possible, the report of the violation should reference the rule number from the Resident Handbook.

1.6.4 The complainant should provide any additional documentation of the violation, such as photographs or video, that will assist the Association with enforcement actions.

Section 10—Assessments

10.1 The annual assessment shall be established as provided for in the Declaration. The annual assessment consists of the assessments for the Association and the Scioto Crossing Park Association.

10.2 Assessments may be paid monthly by paying one-twelfth (1/12) of the annual assessment on or before the first day of each month. Assessments received during the grace period (the second through the 15th of the month) will be considered late but will not accrue late fees. Assessments paid after the 15th of each month will be subject to late fees.

10.3 Water and sewer bills are separate assessments that are due on the first day of the month after the bill is issued.

10.4 Collections Policy

10.4.1 On the 16th day of the month, a late fee of $50.00 shall be added to the account of any unit owner that has an assessment balance in excess of one month's assessments. Interest shall accrue on all past due assessments at the rate of 5% per annum.

10.4.2 In the event that a unit owner defaults on a monthly payment, the Association may file a lien on that unit, accelerating the fees through the calendar year. In the event the account is not brought current in a timely manner, the Association may pursue foreclosure.

10.4.3 In the event that a unit owner becomes delinquent, any legal costs associated with the collection of these fees will be assessed back to the unit owner in accordance with the Declaration.

10.4.4 Any payments shall be applied in the following order:

10.4.4.1 Interest and/or administrative late fees owed to the Association;

10.4.4.2 Collection costs, attorney's fees, and similar fees/costs incurred by the Association;

10.4.4.3 Principal amounts owed on the account for common expenses and assessments.

10.5 If any owner (either by his/her conduct or the conduct of any occupant) fails to perform any act that he/she is required to perform by the Declaration, the Bylaws, or the Resident Handbook, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney's fees, of such performance or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

10.6 If any owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the owner to vote and/or use any of the amenities.

Section 20—Common Areas

20.1 Personal Property in the Common Areas

20.1.1 Nothing shall be permitted in the designated common elements and limited common elements without the written consent of the Association.

20.1.1.1 A small door mat may be placed at the unit door, so long as it does not interfere with a neighbor's door or door mat.

20.1.1.2 A unit door may be decorated with an unlit wreath or similar decoration.

20.1.1.3 A standard doorbell, with or without a camera, similar to a Nest or Ring doorbell, may be placed outside a townhome front door where the original doorbell was located, as long as no new holes are created and no exposed wires are visible. Any other modifications must be approved by the Board.

20.1.2 The Association will remove all personal property left on or in common elements without notice to the owner of the personal property.

20.1.3 Any damage caused to personal property items will not be the responsibility of the Association but rather the responsibility of the owner of the personal property.

20.1.4 Each violation of this section shall be a Level 1 violation and shall be a continuing violation, which shall escalate levels every five (5) days after the resident is sent the violation notice.

20.2 Supervise Children

20.2.1 Children shall not be permitted to engage in activity in or on any common element without the supervision or a parent or guardian.

20.2.2 Bicycles and riding toys are not permitted to be used or stored in hallways or interior common areas.

20.2.3 Each violation of this section shall be a Level 1 violation.

20.3 Pool and Clubhouse Facility

20.3.1 The pool and clubhouse are for residents and their guests only. Specific rules for the use of the pool and clubhouse are available in the clubhouse. The Scioto Crossing Park Association is the entity responsible for the pool and clubhouse and the rules pertaining thereto.

20.3.2 Residents and owners of any unit with a past due assessment balance, or violations of these rules that have not been corrected, may have pool and clubhouse privileges revoked until the unit is in compliance.

20.4 Common Area Heat

20.4.1 Common area heaters shall be turned on in the fall and turned off in the spring at the direction of the Board. Estimated dates are November 1st to turn on the heaters and March 30th to turn off the heaters.

20.4.2 The target temperature shall be 65 degrees Fahrenheit.

20.4.3 Heaters in the common areas are not to be adjusted without written authorization from the Board.

20.4.4 Requests for adjustment of heaters may be submitted as a maintenance request to the Management Company.

Section 30—Architectural Control

30.1 Architectural Control Committee

30.1.1 The Board may appoint two (2) members to the Architectural Control Committee, which shall review all applications for variances from the rules in Section 30.

30.1.2 Upon unanimous approval, the Architectural Control Committee may approve a reasonable variance, which shall become effective after service upon the Board and the completion of one (1) regularly scheduled Board meeting, if the Board take no further action.

30.1.3 The Board may overturn any decision of the Architectural Control Committee at the next regularly scheduled Board meeting.

30.1.4 Any unit owner may appeal a decision of the Architectural Control Committee to the full Board by submitting a written request to the Board at least seven (7) days prior to the next regularly scheduled Board meeting. A hearing will be held at the end of the Board meeting and the decision of the board members present at that regularly scheduled Board meeting shall be final.

30.2 Improvement Specifications

30.2.1 Doors

30.2.1.1 Exterior doors, including doors from the common area into any unit, shall be painted green, consistent with the existing green paint throughout the community. Each exterior door shall be fire rated for 90 minutes.

30.2.1.2 All locks, handles, and hardware visible from outside of garden units shall be brass in color.

30.2.1.3 Storm doors shall be consistent with the character of the building and must be of a style approved by the Board. Approved door styles are available by submitting a request to the Board or the Management Company.

30.2.2 Lighting

30.2.2.1 The bulbs in the lantern lights on patios, balconies, garages, and elsewhere on the property shall be only warm white light bulbs, approximately 3500K. Upon request, the Association will provide light bulbs for these fixtures.

30.2.2.2 Interior common area lights shall be daylight white light bulbs, approximately 5500K.

30.2.3 Garage Doors

30.2.3.1 Garage doors shall be white and of a style approved by the Board. Approved styles are available by submitting a request to the Board or the Management Company.

30.2.3.2 Windows are not permitted in garage doors.

30.2.4 Security Cameras

30.2.4.1 Unit owners may install doorbell cameras on their front door. No other cameras are permitted on the exterior of the building.

30.3 Exterior Surfaces

30.3.1 Unit owners shall not cause or permit anything to be hung, affixed, or displayed on the inside and/or outside of windows, doors, walls, or on the roof of any building, including but not limited to reflective-type materials, awnings, canopies, decorative door arrangements, flags (except the American flag), radio or television antennas, and no signs of any sort (other than those described in the Declarations, Bylaws, and the Resident Handbook), without written approval from the Board.

30.3.2 Residents shall not be permitted to hang any curtains, shades, or other window treatments inside or outside any windows and patio doors which will show any color other than white or off white tones on the outside.

30.4 Outside Items

30.4.1 Outside furniture must be consistent with the character of the community, contained entirely within the limited common elements for the unit, and in good repair.

30.4.1 Wading Pools

30.4.1.1 Wading pools may be used only on a unit's ground level patio.

30.4.1.2 No soap, bubbles, or other chemicals may be used in the water.

30.4.1.3 At the end of the day, the pool must be drained into a storm drain. The pool cannot be drained where it would flood the landscape or create a pool of standing water. Standing water creates a mosquito breeding ground which is a health risk for the entire community.

30.5 Fences

30.5.1 No fencing or walls shall be permitted on the common elements or limited common elements without written approval from the Board.

30.6 Landscaping

30.6.1 No resident shall install any landscaping, mulch, and plant any vegetable or herb garden in the common areas unless written permission from the board has been received, except as specifically stated in this section.

30.6.2 No replacement or alterations of the shrubbery and landscaping shall take place without the written consent of the Board.

30.6.3 Animal Feeders and Baths

30.6.3.1 One (1) bird feeder is permitted in the limited common elements or within the mulch bed immediately adjacent to a unit's patio.

30.6.3.2 The bird feeder may not exceed 24 inches in height and 12 inches in diameter and may not be mounted with a total height in excess of 48 inches from the grass.

30.6.3.3 Suet may not be left outside in temperatures over 80 degrees Fahrenheit or for longer than seven (7) days, as it will melt or become rancid.

30.6.3.4 Bird baths or any containers with standing water are prohibited.

30.6.3.5 Feeding any other wildlife is prohibited, including spreading food on the ground for any animals.

30.6.4 Flower Pots

30.6.4.1 A maximum of six (6) outdoor flower/plant containers or baskets are permitted per unit.

30.6.4.2 A maximum of two (2) hanging basket flower/plant containers are permitted per unit.

30.6.4.2.1 The hanging basket/plant containers must be placed on the patio or balcony, within the limited common elements, attached to the unit's wooden trim without damaging the siding, stone, or brickwork, or in the existing mulched area immediately adjacent to a unit's patio. A single shepherd's crook is permitted, up to four (4) feet in height, within the mulched area immediately adjacent to a unit's patio.

30.6.4.3 Containers are not permitted on any blacktopped areas.

30.6.4.4 The containers are to be earth tome and no larger than ten gallons in volume.

30.6.4.5 Only flowers and plants which do not exceed three (3) feet in height when fully grown may be planted. Maintenance of the flowers and plants is the responsibility of the resident and dead annual plants must be removed at the end of the growing season.

30.6.4.6 Invasive species are not permitted. Invasive species shall include any species listed by The Ohio Invasive Plants Council, the City of Dublin, the State of Ohio, or the Federal Government.

30.6.4.7 The Association may remove perennials and annuals which are not maintained during the growing season and become unsightly.

30.6.4.8 Artificial plants and flowers are prohibited.

30.6.5 Stepping Stones

30.6.5.1 A maximum of four (4) square feet of stones may be laid in the existing mulched area immediately adjacent to a unit's patio. The stones must be flush with the mulch and earth tone in color.

30.6.5.2 The Board may require the stones to be relocated.

30.6.5.3 Stones may not interfere with any drainage, landscaping, or plant growth.

30.6.6 Landscape Lighting

30.6.6.1 Low voltage landscape lighting is permitted only within the mulched area immediately adjacent to a unit's front or rear patio.

30.6.6.2 A maximum of six (6) lights may be installed. All wiring must be below the mulch and no digging in the grass or drilling into the patio or building is permitted.

30.6.6.3 The light fixtures must be black or brown in color.

30.6.6.4 The lights must be warm white in color.

30.6.6.5 The fixtures must not exceed 18 inches in height.

30.6.6.6 The Board, in its discretion, may require the removal of any lights which are unreasonably bright or interfere with the maintenance of the landscaping.

30.7 Exterior Decorations Policy

30.7.1 Decorating for holidays and seasons is an important way for residents to express their culture and to build community from shared experience and the unique expression of each resident. This expression must be done in compliance with the Association's Declarations and Bylaws. The following additional rules clarify the Association's policy on exterior decorations.

30.7.2 Exterior decorations are any property, lights, plants, or displays which are visible from the common area. This includes anything placed on a patio, balcony, limited common element, or inside the unit and visible through a window.

30.7.3 Exterior decorations may not be placed within the common area without written Board approval. Exterior decorations placed within a shared limited common element must be approved by all unit owners sharing that limited common element (such as a porch, driveway, or interior hallway).

30.7.3.1 An unlit wreath may be hung on the door and does not require Board approval.

30.7.4 Exterior decorations may not be attached by any adhesive, screw, nail, or anything which causes a hole or alters the building structure, façade, concrete, landscaping or any other part of the common area.

30.7.5 Exterior decorations may not make noise or play music that can be heard within another unit. Exterior decorations may not cause colored or bright lights to penetrate into another unit, any more than the fixture wall lanterns attached to the exterior of the buildings.

30.7.5.1 Projection decorations are prohibited.

30.7.6 Exterior decorations which are themed to a specific holiday may not be displayed more than three (3) weeks prior to the holiday and must be taken down within two (2) weeks after the holiday with the exception of November 15th through January 15th when holiday decorations are permitted.

30.7.7 Exterior decorations may not interfere with landscaping services, maintenance, or access to any common doorway or walkway.

30.7.8 Exterior decorations may not cause visitors from outside the Association to gather for viewing, parage through the Association, or disrupt the flow of traffic and access to the Association.

30.7.9 Exterior decorations may not display or communicate hate or discriminatory messages toward any group or individuals.

30.7.10 Exterior decorations may not create a fire or safety risk to other residents, the public, or the buildings. Only one extension cord may be plugged into an outlet and no "daisy chaining" of electrical cords is allowed.

30.7.11 Exterior decorations which violate this policy will be confiscated by the Association and the unit owner may be subject to the Schedule of Fines.

30.8 Violations

30.8.1 For any violation of the provisions in Section 30, the initial violation shall be a Level 1 violation. The violation level will escalate every 10 days after a written notice is sent to the unit owner.

Section 37—Health and Safety

37.1 Pets

37.1.1 Pet policies will be enforced in order to maintain a level of protection for the health, comfort, safety, and general welfare of residents and to minimize insurance risks and sanitation violations.

37.1.2 Limits

37.1.2.1 Except for domestic aquarium type fish, not more than two (2) household pets may be kept by a resident in any unit. The pets must not constitute a nuisance to others, in the judgment of the Board.

37.1.2.2 No other animals are permitted to be reside in a unit or on the property for longer than 30 days without approval from the Board.

37.1.2.3 No animals shall be kept for commercial or breeding purposes.

37.1.3 Registration

37.1.3.1 All residents must register all pets, including a detailed description on type, breed, color, and size.

37.1.3.2 Pets must be vaccinated and kept in accordance with Franklin County Health Department laws and regulations.

37.1.3.3 All local, county, and state laws regarding pets must be complied with, including humane care, licensing, and immunizations.

37.1.4 Animal Waste.

37.1.4.1 All animal waste shall be picked up by the person in control of the animal IMMEDIATELY and without question. Animal waste must be bagged and disposed of in a proper trash receptacle.

37.1.4.2 No animals are permitted to urinate on, near, or by shrubbery and mulched areas. Residents must not allow the pets to urinate within 10 yards of the building exits and entrances (including patio doors and garage hallways) and are highly encouraged to use different areas of grass because concentration in one spot kills the grass.

37.1.4.3 Residents with a balcony must not allow any pet to urinate or defecate, as it creates a nuisance and health hazard for the residents below.

37.1.5 Cleaning and Damage

37.1.5.1 Any dirt or debris must be cleaned before entry back into the common areas of the buildings.

37.1.5.2 Residents shall not permit any pet to cause damage to the common area, including scratching, chewing, digging, leaving waste, or any other damage. This includes damage to the carpet, walls, doors, landscaping, and all other elements of the common area.

37.1.5.3 Residents shall be responsible for the costs of cleaning and repairing any damage caused by a pet under that resident's supervision or control.

37.1.6 Control.

37.1.6.1 Residents must maintain 100% control of animals at all times; animals must be leashed when in any common area or limited common element. It is insufficient to control a pet by verbal commands.

37.1.6.2 Pets are not allowed to be loose or roam free in the common areas or limited common elements.

37.1.6.3 It is the pet owner's obligation to keep the pet from being a nuisance, which includes, but not limited to, excessive noise (barking) and being aggressive to other pets/owners outside the unit.

37.1.6.4 No pets are allowed in the pool or clubhouse area in accordance with the rules set by the Scioto Crossing Park Association.

37.1.7 Nuisance Pet.

37.1.7.1 Upon determination by the Board that any pet is a nuisance, the pet shall be banned from the property.

37.1.7.2 The Board shall provide notice to the resident, and the resident shall be entitled to request a hearing, pursuant to the hearing provisions of the Resident Handbook. Until the hearing is concluded, the pet shall be removed from the property.

37.1.8 Violations

37.1.8.1 Any violation of rules within Section 37.1 is a Level 2 violation and shall be a continuing violation which shall escalate levels every 5 days after the resident is sent notice of the violation.

37.2 Nuisances

37.2.1 Laundry

37.2.1.1 No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the limited common elements and common elements.

37.2.2 Rubbish

37.2.2.1 The limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly materials. All trash, garbage, or other rubbish shall be disposed of in proper trash bags.

37.2.3 Open Fires and Grills

37.2.3.1 In accordance with the Ohio Fire Code, charcoal burners, gas grills, and any other type of open flame devices may not be used within ten (10) feet of a multi-family building.

37.2.3.2 No open fires shall be permitted on any part of the property other than fires in propane gas or electric grills located on a townhome patio and at least 10 feet away from the building.

37.2.3.3 A reasonable number of candles, gas stoves, and catering warmers shall not be considered open fires, if supervised and used in a safe manner.

37.2.3.4 Charcoal and wood burning grills are prohibited. Only propane and electric grills are permitted. Electric grills shall be permitted on patios and balconies, if permitted by Ohio law.

37.2.3.5 Gas grills may not be stored on the balconies or patios of the garden buildings.

37.2.3.6 A single natural gas fireplace is permitted within a unit but installing a vent or attaching anything to the common area requires written approval from the Board.

37.2.4 Trade or Business

37.2.4.1 Residents are prohibited from conducting a trade or business from their unit, unless it is not detectable by sight, sound, smell or frequency of visitors to the property.

37.2.5 Noise

37.2.5.1 No resident shall violate the Dublin City Noise Ordinance, which states “Individuals and entities must not create noise that is plainly audible at a distance of 50 feet and is disruptive to any person of normal sensitivity.”

37.2.5.2 Residents are reminded that not all residents work a traditional schedule (i. e. working during the day on weekdays).

37.2.6 Distributing Materials and Picketing

37.2.6.1 No person shall engage in the distributing of any materials on any portion of the property without prior consent of the Board. Additionally, no person shall engage in any demonstration on any part of the property including but not limited to picketing of any unit or any facilities which compromise the property, marching on the property, carrying signs or gathering for the purposes of demonstrating without the prior written consent of the Board.

37.2.7 Construction in Common Areas

37.2.7.1 No construction or repair work shall be conducted in the common areas, or any shared limited common elements. All work shall be contained within the unit and limited common elements within the exclusive control of the unit (i.e. patio or balcony). Permits for temporary use of common areas may be obtained with written approval from the Board.

37.2.8 Garage Sales

37.2.8.1 No public sales, auctions, tag sales, estate sales, or similar events are permitted within the Association. Garage sales and tag sales are specifically prohibited except where endorsed and approved, in writing, by the Board as a community event

37.2.9 Pests.

37.2.9.1 Animals, rodents or insect infestations inside a unit will be the responsibility of the unit owner. The Association is responsible for any infestation of animals, rodents, or insects which affect the structure of any building, the exterior of the buildings, and the common areas. If there is a bedbug, cockroach, or other insect infestation in a unit and the infestation is spreading or affecting nearby units, the Association shall require all affected or potentially affected units to be treated to eliminate the infestation. Each unit owner will be responsible for the costs related to such treatment of the affected or potentially affected units even if the Association has contracted for and scheduled treatments.

37.2.9.2 The Association will be responsible for wood boring insects inside the units under the following conditions:

37.2.9.2.1 When there is proof of infestation from wood boring insects/termites not merely as a preventative measure, but in order to remedy an active infestation.

37.2.9.2.2 Treatment must be approved by the Board and performed by an approved state licensed professional pest control or termite control company.

37.2.9.2.3 The Board will have absolute discretion regarding the choice of a vendor for termite or pest control in order to remedy any active wood boring insects or insects/rodents/animals causing damage to the structural elements of a building or the common areas. The Board will have absolute discretion, under the guidance of the termite or pest control vendor as to the process of treatment or necessary remedies in order to eliminate the infestation.

37.2.9.2.4 Unit owners, pursuant to Ohio law and the Declaration, will provide the Board and/or its agents or service providers complete access to the interior of the unit so that an infestation can be investigated, inspected, and properly treated to eliminate any infestation whether staring within a unit or within the common areas.

37.2.9.5 If a unit owner or resident fails to provide entry to the Board, its agent, or service provider in a timely manner, the Board shall take all necessary steps to gain entry to the unit and the unit owner will be responsible for the costs of gaining entry, such as, but not limited to, the costs of a locksmith, property manager's additional time, repair and/or replacement to the door to the unit. The Association shall not be responsible for the damages to a unit or any personal property if access must be gained to the unit without unit owner or resident approval.

37.2.10 Smoke Free Buildings

37.2.10.1 Smoking and vaping is prohibited throughout Buildings 9 through 15 (all garden flat condos), and also in all townhomes that are not owner occupied. This includes all common areas, inside each unit, and each patio or balcony.

37.2.10.2 Smoking and vaping is prohibited within 25 feet of any door, including individual unit sliding glass doors and garage doors, at Buildings 9 through 15 (all garden flat condos), and also at all townhomes that are not owner occupied.

37.3 Winter Heat

37.3.1 In order to prevent freezing pipes, all units shall maintain a minimum temperature of 60 degrees Fahrenheit from November 1 to April 1.

37.4 Violations

37.4.1 Unless otherwise specified herein, a first violation of the rules in this Section shall be a Level 1 violation and shall be a continuing violation which shall escalate levels every 10 days after the resident is sent notice of the violation. Subsequent violations shall be escalated during the violation period.

37.5 Sexual Offender Notification Policy

37.5.1 The Board shall notify unit owners if the Board becomes aware of any Tier III sex offender living within the Association. The Board shall notify the unit owners of the website to conduct a search for sex offenders living near the Association annually.

37.5.2 Annually, the Association shall provide a notification to unit owners of this policy, similar to the following: The Association will provide notice to its unit owners if any Tier III sexual offender notice is received from the Sheriff pursuant to O.R.C. § 2950.11. Unit owners can search the Ohio Sheriff Alerts website to find registered sexual offenders living in nearby communities.

Section 45—Traffic and Vehicles

45.1 Definitions

45.1.1 Unless defined otherwise, the definitions in Ohio Revised Code § 4511.01 are incorporated herein, for purposes of this Section.

45.2 Speed Limit

45.2.1 On all roadways within the Association, the maximum speed of travel in any vehicle shall be 15 miles per hour (MPH).

45.2.2 An initial violation of the speed limit shall be a Level 2 violation.

45.3 Stop Signs

45.3.1 All posted stop signs must be observed.

45.3.2 An initial violation of the stop sign shall be a Level 2 violation.

45.4 Reckless Operation

45.4.1 No person shall operate a vehicle on association property in willful or wanton disregard of the safety of persons or property.

45.4.2 Any incident of reckless operation shall be a Level 5 violation.

45.5 Parking Violations

45.5.1 All vehicles which are parked on association property shall be registered with the Management Company.

45.5.2 The following vehicles may be towed off the premises, and stored in an impound lot, at the vehicle owner's expense:

45.5.2.1 Inoperable vehicles (with flat tires, expired license tags, etc.) may be towed off the premises at the vehicle owner's expense; and

45.5.2.1 Vehicles which cannot be identified as belonging to a resident and are parked in any area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense.

45.5.3 Except for vehicles being used by persons providing temporary services to the Association or unit owners or otherwise used or authorized in writing to be used at the property by the Association; no part of the property may be used for the parking of any trailer coach, house trailer, mobile home, automobile trailer, camp car, recreational vehicle, camper, commercial truck, ¾ ton or larger pick-up truck, boat, boat trailer or any other similar vehicle (collectively, the "special vehicles"), unless such special vehicles are parked in a garage of the unit owner who owns such special vehicles and the garage door remains closed at all times when the special vehicles are parked therein. Inoperative vehicles may not be parked on the property unless the inoperative vehicles are parked in a garage with the door remaining shut at all times.

45.5.4 No automobile or motor vehicle maintenance and/or repairs may be performed on the property unless such work is performed inside the garage of the vehicle owner and the door remains closed at all times.

45.5.5 Parking in a disabled parking space, without displaying a valid Ohio disability placard or license plate, shall be a Level 3 violation, and shall be a continuing violation which shall escalate levels every day after the resident is sent notice of the violation. The Association may also have the vehicle impounded without notice.

45.5.6 Vehicles shall not park on the private roads. Parking is only permitted in garages, marked parking spaces, and individual unit driveways.

45.5.7 No vehicle shall be parked in a manner which blocks any street or driveway, dumpster, walkway, sidewalk, path, or the ingress/egress to any other building. Any such vehicle may be towed and impounded without notice.

45.5.8 Residents shall not use more than one parking space immediately adjacent to their building. Additional parking is available along Essex Gate Drive for anyone needing more than one surface parking space.

45.5.9 Storage pods may not be left in any parking space for more than 24 hours, without prior written approval from the Board.

45.5.10 Parking in violation of any rule in this Section shall be a Level 1 violation, unless stated otherwise, and shall be a continuing violation which shall escalate levels every day after the Resident is sent notice of the violation. The Association may also have the vehicle impounded without notice.

45.5.11 Parking in violation of any posted parking regulation shall be a Level 2 violation.

45.6 Private Tow Away Zone

45.6.1 The Association shall be a Private Tow Away Zone, as defined in Ohio Revised Code § 4513.601.

45.6.2 For any violation of these rules in which removal of a vehicle shall cure the violation, the Association may immediately tow and impound the vehicle, without prior notice to the owner of the vehicle.

45.6.3 The owner of the vehicle shall be responsible for all costs of towing and storage.

Section 49—Utilities and Services

49.1 General Information

49.1.1 Residents are responsible for maintenance and payment of their own utility charges, including gas, electricity, cable, internet, telephone, satellite television, water and sewer service.

49.1.2 The Association has a contract with Spectrum Cable to provide each unit with certain internet and cable television services, which are included in the operating assessment. Upgraded and add on services from Spectrum will be billed directly to the resident.

49.1.3 Residents are responsible to register for gas and electric service on the date of possession.

49.2 Water and Sewer Service

49.2.1 Unit water and sewer usage is individually metered and the assessment are sent to the unit owner monthly. Utility charges are passed through to residents on a proportional basis of fixed monthly charges, and metered usage. More information is in Section 10—Assessments.

49.2.2 Do not contact the city of Columbus regarding water and sewer service.

49.2.3 Unpaid water and sewer invoices are an assessment on the unit. They may become a lien on the unit and subject the unit to foreclosure if they remain unpaid.

49.2.4 Water must be used in a reasonable manner, and upon notice from the City of Columbus, the City of Dublin, or the Association, water usage restrictions must be observed during times of water shortage. A first violation shall be a Level 1 violation, which shall be a continuing and escalating violation for each day the Unit is in violation during any six month period.

49.2.5 Water meters must be made accessible to the Association, its vendor, or the city of Columbus public utilities for maintenance and inspection. Every attempt will be made to provide 24 hours' notice. A first violation shall be a Level 1 violation, which shall be a continuing violation every five days the Unit is in violation.

49.2.6 Outdoor hose spigots may only be used to water plants and grass within the Association.

49.2.7 Units which contain common area spigot valves must follow Association instructions to control these valves within 48 hours after notice from the Association and must permit the Association access to these valves upon reasonable notice, or upon no notice in the event of an emergency.

49.3 Garbage

49.3.1 Dumpster Rules

49.3.1.1 Dumpsters are only for residents of The Reserve Condominiums.

49.3.1.2 All trash must be bagged.

49.3.1.3 No furniture, construction materials, Christmas trees, batteries, oils, toxic, hazardous, or commercial trash may be placed in the dumpsters.

49.3.1.4 All cardboard must be flattened, and no large boxes may be placed in the dumpsters.

49.3.1.5 Trash must fit inside the dumpster with doors closed.

49.3.1.6 Please keep the dumpster area clean and litter free.

49.3.1.7 For bulk pickup, call the Management Company.

49.3.1.8 A first violation of the dumpster rules shall be a Level 1 violation, and the unit owner shall be assessed the costs of cleanup.

49.3.2 Littering

49.3.2.1 Littering in the common area is prohibited.

49.3.2.2 A first violation shall be a Level 1 violation, and the unit owner shall be assessed the costs of cleanup.

49.3.3 Trash Pick Up

49.3.3.1 Townhome residents shall put out trash and recycling bins for pick up no earlier than 6 P. M. one (1) day before the designated trash removal day. Trash and recycle bins shall not remain out more than 24 hours after the contents have been picked up. The bins shall be kept inside the garage or the unit at all other times.

49.3.3.2 All trash and recycling must be in a plastic bin that is brown, gray, blue, or black in color.

49.3.3.3 Residents using a bulk pick up service shall not place bulk items out for pickup before 6 A. M. the day of pick up and the item must be removed by 8 P. M. the same day.

49.4 Telecommunications

49.4.1 Satellite Dishes

49.4.1.1 While Satellite Dishes are permitted, as required by Federal law, there are a few specifications that must be met before a satellite dish may be installed.

49.4.1.2 All unit owners who wish to install a satellite dish must submit a completed Satellite Waiver and Satellite Dish Policies to the Board prior to installation.

49.4.1.3 The satellite dish may only be installed within the limited common elements reserved for your exclusive use. The entire satellite dish, all cables and parts, must remain within the bounds of your limited common elements, and cannot protrude over the common elements. Poles may not be buried, concrete may not be poured into the ground, and nothing may be screwed or attached to the common elements, including the ground. If satellite dish is installed in an unauthorized location, the Association will have it removed, at the expense of the unit owner, and billed as an additional assessment.

49.4.1.4 If you cannot receive a signal with any reasonable installation within the limited common elements, you may apply to the Board to permit installation within the common area by completing an Application for Alteration/ Modification, which shall be considered within thirty (30) days after providing a complete application.

49.4.1.5 Satellite dishes will be limited to those that are designed to receive direct broadcast satellite services, including direct-to-home satellite service.

All satellite dishes must have a diameter of less than one (1) meter and must be installed by a certified satellite dish company. The satellite dish must be mounted at the minimum height necessary to receive the required signals.

49.4.1.6 If an antenna must be placed in a location which is visible within the community, the Association may require the dish to be covered, camouflaged or disguised in an approved fashion, and is empowered to do so as long as the additional cost to the owner is reasonable.

49.4.1.7 Unit owners must use a non-penetrating method to connect the satellite dish to inside the unit, and may not penetrate, damage, or alter the siding, exterior walls, patio, or other common elements. The unit owner may not bury a cable or use any common element to run the cable. Any damage to common elements will be repaired at the unit owner's expense and billed as an additional assessment.

49.4.1.8 Unit owners assume any and all liability and responsibility for any and all damage to the dwelling, or any other association common area property, and/or that may occur to the building, due to installation, use, maintenance or removal of antennas and related equipment (cables, wiring, mounting fixtures, etc.), particularly roofs and any exterior flooring (deck or patio) surfaces installed and maintained by the association.

49.4.1.9 All maintenance on satellite dishes is the responsibility of the unit owner. The Association will not be liable for any repairs for any reason, including repairs needed due to the installation of the dish, movement caused by lawnmowers, or other activity of the Association.

49.4.1.10 In the event the dish is removed, the unit owner agrees to restore the limited common elements and common area to the Association's satisfaction, or the unit owner will be assessed the costs to do the restoration.

49.4.1.11 The unit owner may leave the satellite dish when they move at no expense, if the new unit owner signs a Satellite Waiver and Satellite Dish Policies at closing.

49.4.1.12 Residents that fail to comply with these policies may be asked to remove and/or relocate all related antenna equipment, at unit owner's expense, and/or reimburse the Association for any expenses it incurs in relocating the satellite dish.

49.4.1.13 Violations of the Satellite Dish Rule shall be a Level 1 violation and shall be a continuing violation which shall escalate levels every 30 days after the unit owner is sent notice of the violation.

49.5 Common Area Electric

49.5.1 Common area electric includes garden building garage outlets, outlets near utility areas, street lights, and other electric connected to a common area electrical breaker box.

49.5.2 Common area electric is billed to and paid for by the Association.

49.5.3 Reasonable use of common area electric is permitted for short periods of time. Any continuous or significant use of common area electric requires written approval from the Board.

49.5.4 Charging an electric vehicle with common area electricity is not permitted without entering into a reimbursement arrangement with the Association.

Section 53—Rental Property

53.1 Registration and Addendum

53.1.1 Any unit which is not occupied by the unit owner shall be registered as a rental.

53.1.2 The unit owner shall submit a blank copy of the proposed lease to the Board for approval prior to renting the unit to a tenant.

53.1.3 The unit owner and tenant, even if a family member who is not paying rent, shall execute a lease addendum, distributed by the Board or Management Company, and provide a signed copy of the lease (if there is one) and the lease addendum to the Board within five (5) days of lease commencement.

53.1.4 Short term rentals of less than a 12 month period are not permitted.

53.2 Violations

53.2.1 Unless otherwise specified herein, a first violation of the rules in this Section shall be a Level 1 violation and shall be a continuing violation which shall escalate levels every 30 days after the unit owner is sent notice of the violation.

53.2.2 Subsequent violations shall be escalated.

Section 54—Notices, Hearings, and Appeals

54.1 Notices of Violation

54.1.1 Notices of violation may be served upon a resident or unit owner by any of the following:

54.1.1.1 Any method authorized by the Declaration or Bylaws for notices required by those documents.

54.1.1.2 Electronic mail to the most recent address found in the records of the Association, or from which the resident or unit owner has sent communications to the Association.

54.1.1.3 Posting to the front door of the unit.

54.1.1.4 Personal delivery.

54.1.2 When a notice is being delivered to a tenant, or a unit registered as a rental, a copy of the notice shall also be served upon the unit owner.

54.2 Damages and Enforcement Assessments

54.2.1 Pursuant to O.R.C. § 5311.081(C), prior to imposing a charge for damages or an enforcement assessment pursuant to division (B)(12) of this section, the board of directors shall give the unit owner a written notice that includes all of the following:

54.2.1.1 (a) A description of the property damage or violation;

54.2.1.2 (b) The amount of the proposed charge or assessment;

54.2.1.3 (c) A statement that the unit owner has a right to a hearing before the board of directors to contest the proposed charge or assessment;

54.2.1.4 (d) A statement setting forth the procedures to request a hearing pursuant to division (C)(2) of this section;

54.2.1.5 (e) A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.

54.3 Appealing an Assessment

54.3.1 To request a hearing, pursuant to O.R.C. § 5311.081(C):

54.3.1.1 (a) To request a hearing, the owner shall deliver a written notice to the board of directors not later than the tenth day after receiving the notice required by division (C)(1) of this section. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board may immediately impose a charge for damages or an enforcement assessment pursuant to division (C) of this section.

54.3.1.2 (b) If a unit owner requests a hearing, at least seven days prior to the hearing the board of directors shall provide the unit owner with a written notice that includes the date, time, and location of the hearing.

54.3.1.3 (3) The board of directors shall not levy a charge or assessment before holding any hearing requested pursuant to division (C)(2) of this section.

54.3.1.4 (4) The unit owners, through the board of directors, may allow a reasonable time to cure a violation described in division (B)(12) of this section before imposing a charge or assessment.

54.3.1.5 (5) Within thirty days following a hearing at which the board of directors imposes a charge or assessment, the unit owners association shall deliver a written notice of the charge or assessment to the unit owner.

54.3.1.6 (6) Any written notice that division (C) of this section requires shall be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

54.4 Collections Procedures

54.4.1 The Management Company shall send a statement within thirty (30) days after a Unit Owner's assessment or common expense balance accrues.

54.4.2 The Management Company shall send a collection letter, via certified mail and first class mail, within thirty (30) days after a unit owner's assessment or common expense balance becomes more than sixty (60) days past due.

54.4.3 The Board may send such other communications as deemed useful to collect any unpaid balance.

54.4.4 The Association's attorney may send a demand letter to any owner who is more than (ninety) 90 days in arrears, with the costs of the letter to be added to the owner's account.

54.4.5 The Board may file a lien against any unit owner that is delinquent more than sixty (60) days. The Association shall file a lien release upon full payment of any past due balance owed if a lien has been filed for an unpaid balance.

54.4.6 All costs related to collection of unpaid assessments, including attorney's fees, paralegal fees, postage, service of process, property appraisals and surveys, court costs, and recording/filing fees will be charged to the delinquent unit owner's account and made a part of the unpaid balance owed to the association.

54.4.7 Once a unit owner is delinquent in the payment of assessments and related charges of $1,500.00 or more:

54.4.7.1 The Association's attorney shall send a final demand letter for payment within thirty (30) days, via certified mail, first class mail, and e-mail (if there is an e-mail address on file); and

54.4.7.2 Thirty (30) days after the final demand letter is sent, the Association's attorney shall file a foreclosure action, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

54.4.7.3 Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

54.4.8 The Association's attorney shall file an Answer and Cross-Claim, with the Board's authorization in any foreclosure initiated by the unit owner's lender or another lien holder. The Association's Cross-Claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

54.4.9 At the direction of the Board, the Association's attorney shall file complaints for collection of delinquent amounts in the appropriate court of competent jurisdiction in Franklin County, Ohio. At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

54.4.10 This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

54.4.11 Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.

54.4.12 In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

54.4.13 The Board will suspend the voting rights of any unit owner during the period the account remains delinquent 30 days or more until such time as the account is paid in full.

54.4.14 The Board may, through the management company, make payment plans with a delinquent unit owner if a foreclosure has not been filed. Once a foreclosure is filed, the Board may, though the Association's attorney, make a payment plan with a delinquent owner.

Section 55—Unit Owner Dispute Resolution

55.1 General Information

55.1.1 Make it a point to meet your neighbors.

55.1.1.1 Say hello when you pass them on the sidewalk. Introduce yourself. Stop for a quick chat and get to know your neighbors before any disputes develop.

55.1.2 Don't react in the moment.

55.1.2.1 Take some time to cool off and try to look at the situation from your neighbor's perspective. Reacting in the heat of the moment could escalate a conflict, so wait at least 24 hours to think about how you want to address the problem. If you want advice, talk it over with someone—but not another neighbor. Gossip can take on a life of its own and make the situation worse.

55.1.3 Think positively.

55.1.3.1 Approach this diplomatically. Keep in mind that while it is an annoyance for you, your neighbor is probably completely unaware of the situation or how it is disturbing you. For example, if your neighbor's dog barks constantly after they

leave and doesn't stop until they return, your neighbor might not even know that their dog is barking when they are out of their unit, let alone that it is disturbing you.

55.1.4 Talk to your neighbor.

55.1.4.1 But first, before you talk to your neighbor, think about the situation. Was it a one-time or rarely occurring event? It could have been an emergency and it won't happen again. If it is an ongoing thing, then think about what you want the outcome to be before you approach them about it. Would you like them to turn the music down at 10 P. M.? This will help you discuss the situation with your neighbor in a more productive way.

55.1.5 Review the Resident Handbook, Declaration, and Bylaws.

55.1.5.1 If your neighbor is somehow violating a clearly-stated policy, then you are within your rights to ask them to stop. If they aren't, then you can't really complain about it. For example, if the apartment community has a policy limiting noise after 10:00 P. M. and your neighbor turns the music off at 9:55 P. M., they're following the guidelines. They have a right to listen to music until then, even if you go to sleep at 9:00 P. M.

55.1.6 Talk to the Management Company.

55.1.6.1 If your neighbor is violating a stated policy, then discuss the issue with the Management Company and let them handle the situation. Our Management Company is a neutral party and can handle the situation diplomatically. Keep in mind, though, that just because you've complained doesn't automatically mean the situation will be resolved in your favor. The Management Company will work with the Board to investigate and respond to the concerns appropriately.

55.2 Specific Guidance

55.2.1 Water intrusion from one unit into the other.

55.2.1.1 Where water intrusion enters a unit from another unit, these disputes must be handled between the two unit owners. All repairs are generally the responsibility of each unit owner within their own units.

55.2.1.2 If the common area is damaged, the Association will repair the common area only.

55.2.1.3 If the cause of the water intrusion is an accident or natural occurrence, then the unit owner is not at fault, and each unit owner shall be responsible for the repairs to their own unit. If the water intrusion is caused by negligence, the unit owner who is negligent may be responsible for the cost of repairs to each unit and the common area.

55.2.2 Noise

55.2.2.1 The Dublin Police are helpful when a late night party, loud music, or other unreasonable noise is interfering with your sleep. Please call them at the non-emergency number 614-889-1112.

52.2.2.2 It is helpful to record video capturing the noise from within your unit or the common area.

52.2.2.3 You may send your complaint and video evidence to the Association to consider pursuing the resident for a violation of the Association rules.

55.3 Arbitration. Pursuant to the Declaration, Article 2(r).

55.3.1 Disputes which may be submitted for arbitration.

55.3.1.1 Any dispute between unit owners as to the application of these restrictions or any rule or regulation promulgated by the Board.

55.3.2 Procedure.

55.3.2.1 The party aggrieved shall submit a complaint in writing to the Board specifying the dispute.

55.3.2.2 The Board shall set a time, date, and place for a hearing thereon within sixty (60) days thereafter;

55.3.2.3 The Board shall give written notice to each party thereof no less than three (3) days in advance.

55.3.2.4 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-days (30) thereafter.

55.3.2.5 No action at law may be initiated by either party to such dispute unless arbitration pursuant hereto has first been had.

55.3.2.6 The Board may settle the dispute in accordance with the Commercial Rules of Arbitration, then followed by the American Arbitration Association or such other arbitrating entity agreed upon by both parties, which may currently be found at https://www.adr.org.Rules.

Section 99—Violation Penalties

99.1 Definitions

99.1.1 The “Violation Period” shall be the most recent twenty-four (24) months, preceding any violation. After which time, past violations shall not be considered for purposes of determining the level of violation, but may be considered for all other purposes.

99.2 Correction and Mitigation.

99.2.1 Upon notice of any violation, the resident shall take all reasonable steps to promptly correct the violation, and mitigate any damages.

99.2.2 Whether or not the resident takes such steps, the Association may take all reasonable steps to promptly correct the violation, and mitigate any damages, and the resident shall be assessed the costs of such actions.

99.3 Violation Assessments.

99.3.1 Level 1 Violation.

99.3.1.1 The resident shall receive a warning letter.

99.3.2 Level 2 Violation.

99.3.2.1 The resident shall be assessed $25.00.

99.3.3 Level 3 Violation.

99.3.3.1 The resident shall be assessed $50.00.

99.3.4 Level 4 Violation.

99.3.4.1 The resident shall be assessed $100.00.

99.3.5 Level 5 Violation.

99.3.5.1 The resident shall be assessed $250.00.

99.3.6 Level 6 Violation.

99.3.6.1 The resident shall be assessed $400.00.

99.3.7 Level 7 Violation.

99.3.7.1 The resident shall be assessed $600.00.

99.3.8 Level 8 Violation.

99.3.8.1 The resident shall be assessed $900.00.

99.3.9 Level 9 Violation.

99.3.9.1 The resident shall be assessed $1,500.00.

99.3.10 Level 10 Violation.

99.3.10.1 The resident shall be assessed $3,000.00.

99.3.11 Multiple and Continuing Violations.

99.3.11.1 The violation level shall be increased by one (1) for each violation(s) from the same Section of the Resident Handbook during the violation period.

99.3.11.2 Violations shall be cumulative, and each violation shall be separately assessed.

99.3.11.3 Violations which continue without being corrected within a reasonable time shall continue to be assessed a new and separate violation for each day the violation is not corrected.

99.4 Unit Owner Responsibility.

99.4.1 When a violation is committed by a tenant or guest, the unit owner shall be responsible for correcting the violation and paying all assessments and damages.

Appendix M
Maintenance Responsibility

This is merely a guide to help interpret the Declaration but does not amend the Declaration or change maintenance responsibility.

A = Association. O = Unit Owner.

Description		Maintenance	Repair	Replacement
LIGHT FIXTURES:				
Garage Wall Lanterns		A	A	A
Area Post Light		A	A	A
Area Interior Lights		A	A	A
Porch, Patio and Deck Light		O	O	O
Interior Light Fixtures		O	O	O
Garage Interior Light		O	O	O
OTHER ELECTRICAL:				
Transformer to Meter Box		A	A	A
Meter Box to Fuse Box		O	O	O
Circuit Box		O	O	O
Circuit Box Wiring to Outlets, etc.		O	O	O
Plugs, Switches, Fixtures, etc.		O	O	O
Exterior Plugs		O	O	O

Circuit Breakers		O	O	O
Attic and Whole House Fans		O	O	O
Doorbell and Wiring		O	O	O
Alarm Systems		O	O	O
Telephone Wiring and Jacks		O	O	O
Tektone: Outdoor Panel		A	A	A
Tektone: Unit Intercom		O	O	O
Tektone: Control system		A	A	A
GARAGE DOORS:				
Springs, Wheels, Tracks & Weather-stripping		O	O	O
Electrical Openers		O	O	O
Replacement/ Other		O	O	O
Door		O	O	O
Trim & Molding		O	O	O
Brickmold & frame		A	A	A
ENTRANCE DOORS:				
Glass, Locks Weather-stripping		O	O	O
Replacement		O	O	O

Handles, Knobs, Locks		O	O	O
Exterior Coating of Doors		O	O	O
Storm/ Screen Door		O	O	O
WINDOWS & SLIDING DOORS:				
Glass- Breakage, Leaks, Mullions, Other		O	O	O
Mechanism– Locks, Operators, Balances, etc.		O	O	O
Exterior Wood Frames & Brickmold		A	A	A
Interior Casing, Frame, & Trim		O	O	O
Weather-stripping & Screens		O	O	O
Handles, Knobs, Locks		O	O	O
KITCHEN ITEMS:				
Disposal Incl. Switch, Wiring & Plumbing		O	O	O
Kitchen Cabinets		O	O	O
Kitchen Plumbing Including Faucets		O	O	O
Hood and vent Fan		O	O	O
Dryer Vents		O	O	O
WALLS, CEILINGS & FLOORS:				

Interior Surfaces and Partition Walls		O	O	O
Structural Support and Exterior Walls		A	A	A
Ceiling drywall & structure		O	O	O
Ceiling Covering		O	O	O
Floor Structure		O	O	O
Floor Coverings		O	O	O
Furnace, Humidifier, Filters, Air Cleaners		O	O	O
Heat Ducts, Registers		O	O	O
Air Conditioning Coil & Condenser:		O	O	O
Fireplace(s)		O	O	O
Interior Flue(s) & exterior vent		O	O	O
Exterior Surface-brick-siding, etc.		A	A	A
PLUMBING & GAS LINES:				
Sanitary & Storm Sewer up to Unit		A	A	A
Interior Sanitary Drains		O	O	O
Main Supply Water Line to Unit		A	A	A

Main Water Supply Line Shut Off Valve		A	A	A
Water Meter		O	O	O
Other Water Lines in Walls and Ceilings		O	O	O
Water submetering transmitter		A	A	A
Exterior Water Spigots		A	A	A
Faucets, Valves, Toilets, Other Fixtures		O	O	O
Main Gas Supply to in Line Shut Off		A	A	A
In Line Shut Off Valve for Furnaces, etc.		O	O	O
Other Gas Lines (Dryer, H/W, Stove, Etc.)		O	O	O
BALCONY:				
Decking, Joists, Footing & Posts		A	A	A
Railings		O	O	O
Wood floor structure		O	A	A
Wood floor sealing or painting		O	O	O
Patio & Limited Common Element :				
Structure of concrete		A	A	A
Cleaning & deicing		O	O	O

MISCELLANEOUS				
Gutters & Downspouts		A	A	A
Roofs & Roof Vents (except for fireplace)		A	A	A
Skylights		N/A	N/A	N/A
Sump Pump(s) & Discharge Pipes		A	A	A
TV/Internet & Satellite Dish Cable Wiring		O	O	O
Attic Insulation		O	O	O
Entrance Porch (concrete)		A	A	A
Garage Floor (concrete)		O	A	A
Garage hallway flooring & walls		Building Owners		

The Reserve Condominiums at Scioto Crossing

Insurance Policy and Dec Pages



APOGEE PROPERTY MANAGEMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Geswein Insurance Agency LLC 9918 Brewster Lane Powell, OH 43065 (614) 389-2360	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: valeri@gesweinagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The Reserve Condominiums at Scioto Crossing Associ c/o Apogee Property Management 5100 Bradenton Ave Ste E Dublin, OH 43017	INSURER A : American Alternative Insurance Corpo	19720
	INSURER B : CNA	20443
	INSURER C : Greenwich Insurance Co	22322
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CAU530875-2	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
B	X OTHER: ASSOC LIABILITY			619016914	6/1/2025	6/1/2026	DIRECTORS & OFF	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			CAU530875-2	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			PPP7496858	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROPERTY			CAU530875-2	6/1/2025	6/1/2026	$34,675,000 DED 10,000	
A	WIND/HAIL			CAU530875-2	6/1/2025	6/1/2026	2% DEDUCTIBLE PER BLDG	
B	CRIME/FIDELITY			619016914	6/1/2025	6/1/2026	500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

112 units; Guaranteed Replacement Cost, "walls in" coverage subject to Insurance Article in the Decs & By-Laws.
Equipment Breakdown, Special form, Separation of Insureds, Ordinance or Law A, B, C and Transfer of Rights of Recovery are included.
Fidelity - definition of employee includes non-compensated officers and appointed agents.

If you need to add the unit owner to the evidence of insurance:

1) Gather the following information:
a) Name and address of the unit owner (as it appears on the loan)
b) Mortgage Loan Number
c) Mortgage Company Name and Address

2) Go to www.eoidirect.com (eoi stands for Evidence Of Insurance)
If you have questions about using the website, call 877-456-3643

ANYONE can use eoidirect.com to get proof of insurance ANYTIME... Unit owners, banks, title companies, realtors, etc. (Instead of sending a request & waiting for it, you can access it 24/7, 365 days a year)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jerry P. Geswein

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