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First Grantor:	**First Grantee:**
51 NORTH HIGH STREET LLC	CITIZENS CONDOMINIUM

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FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 301 PAGE 110-128
PLAT# 202112070222276

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

THE CITIZENS CONDOMINIUM

CERTIFICATE OF AUDITOR

November 10, 2021

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

Franklin County Auditor

TRANSFERRED

DEC 07 2021

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

This instrument prepared by Calvin T. Johnson, Jr., Attorneys at Law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio, 43215.

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DECLARATION

This is the Declaration of The Citizens Condominium made on or as of the 5 day of November, 2021, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. 51 NORTH HIGH STREET, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described as being submitted by this Declaration to the provisions of the Condominium Act and the improvements thereon and appurtenances thereto.

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

Definitions

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

1. "Articles" and "Articles of Incorporation" mean the articles of incorporation, filed with the Secretary of State of Ohio, incorporating The Citizens Condominium Association, Inc. as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act), as the same may be amended from time to time.

2. "Assessments" means all charges, of whatever nature, levied by the Association against a Unit and its Unit Owners, and includes, without limitation:

(a) "Operating Assessments;"

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

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

3. "Association" and "The Citizens Condominium Association, Inc." mean the nonprofit corporation created by the filing of the Articles of Incorporation and is also one and the same as the association created for the Condominium under and pursuant to the provisions of 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 directors of the association established for the Condominium under and pursuant to the provisions of the Condominium Act.

5. "Bylaws" means the bylaws of the Association, as the same may be amended from time to time, 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 to this Declaration and made a part hereof by this reference.

6. "Commercial Unit" means that portion of the Condominium Property described as a Unit in this Declaration, the use of which is limited to commercial, office, or other non-residential purpose(s). Each Commercial Unit is also a Convertible Unit as defined herein and in the Condominium Act.

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

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

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

10. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, the condominium development disclosure statement provided for by the Condominium Act, and, as provided therein,

"any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

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

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto, and such other land and buildings, structures and improvements constructed thereon and/or easements, rights and appurtenances belonging thereto that are submitted to the provisions of the Condominium Act and made part of this Condominium from time to time.

13. "Convertible Unit" means a Commercial Unit which may, at any time and from time to time, be converted or subdivided into one or more Units or Common Elements, including Limited Common Elements, pursuant to the provisions of Section 3 of Article V of this Declaration and the provisions of the Condominium Act. Each Commercial Unit, and only a Commercial Unit, is a Convertible Unit.

14. "Declarant" means 51 North High Street, LLC, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant, or any successor Declarant, as successors and assigns of such rights.

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

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

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

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

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

20. "Mortgagee" and "Mortgagees" mean the holder or holders of a valid mortgage or mortgages on a Unit or Units.

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

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

23. "Residential Unit" or "Residential Units" mean that portion or those portions of the Condominium Property described as a Unit or Units in the Declaration, the use of which is limited primarily to residential purposes, and consists of all Units other than a Commercial Unit.

24. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration and designated by a Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act. Unless limited by its terms as a "Commercial Unit" or a "Residential Unit," the term "Unit" or "Units" include both Commercial Units and Residential Units.

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

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property located in the City of Columbus, Franklin County, Ohio, and consisting of 0.27 acres, more or less, is attached to this Declaration and marked "Exhibit A" and is made part of this Declaration by this reference. A sketch drawing showing the Condominium Property and its location is attached to this Declaration and marked "Exhibit B", and made part of this Declaration by this reference.

ARTICLE II

NAME

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

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

(a) Animals. Except as hereinafter provided, no animals, rabbits, livestock, fowl, poultry, or reptiles of any kind shall be raised, bred, or kept in any Unit or in or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Residential 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 and Special Individual Unit Assessments against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(b) Architectural Control. Except as specifically provided otherwise herein with regard to (i) signs and insignia in or on a Commercial Unit, or part thereof, (ii) for improvements constructed by Declarant or its designee during the initial construction, (iii) the conversion of a Convertible Unit, or (iv) as specifically permitted by this Declaration, no building, fence, wall, sign, or other structure or improvement shall be commenced, erected, or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made that is visible to the exterior of a Residential Unit, 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. Except as provided in subsection (m) of this Section 2, with respect to a Commercial Unit, or any part thereof, nothing visible to the exterior of a Residential Unit shall be permitted to be hung, placed, displayed,

or maintained on the exterior of a Residential Unit or be otherwise visible from the outside of a Unit 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.

(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 in the Condominium Organizational Documents, no Common Element shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Unit Owners and Occupants. The Common Elements shall be subject to the provisions of the Condominium Organizational Documents and to such rules and regulations as may from time to time be duly promulgated by the Board.

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

(e) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions of the Condominium Organizational Documents. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance, in any instrument creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and that Unit's interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Unit Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Unit 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 thirty (30) 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 Unit Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(f) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board that in any manner would discriminate against any Unit Owner in favor of another. In addition, except as specifically otherwise provided herein, the Association shall not adopt or enforce regulations or restrictions that discriminate in favor of or to the detriment of the group constituting either the owners, tenants, Occupants, licensees and invitees of a Commercial Unit or the group constituting the owners, Occupants, licenses and invitees of the Residential Units, nor shall any amendment be made to the Condominium Organizational Documents which would so discriminate or permit such discrimination without the express written consent of all Unit Owners. In addition, notwithstanding any provision of the Declaration, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium

Property, provided, that nothing contained in this Declaration shall be construed to mean or imply that any such accommodation be at the cost of the Association.

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

(h) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements or Limited Common Elements, nor shall Unit, Common Element or Limited Common Element be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees. Activities in or around a Commercial Unit consistent with the permitted use of a Commercial Unit shall not be considered noxious or offensive and shall specifically be permitted.

(i) Reallocations. Except as otherwise provided by the Declaration or Ohio law, boundaries between Units and/or between Units and appurtenant Limited Common Elements shall not be adjusted or undivided interests in Units reallocated, or rights to use Limited Common Elements reallocated, without the express prior written consent of the Board, which it may exercise in its sole and unfettered discretion.

(j) Renting and Leasing. No Unit or part thereof shall be rented or used for transient purposes or hotel purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only for those roomers or boarders to reside in; provided that nothing contained in this Declaration shall prohibit a Commercial Unit from being rented or leased or a portion of a Commercial Unit from being rented, leased or sublet for commercial purposes other than operation as a hotel or rooming house. No lease for a Residential Unit may be of less than an entire Unit. No Unit may be rented for any initial period of less than thirty (30) days. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of the Condominium Organizational Documents, 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. The Association shall not have the right to initiate or prosecute an eviction action to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner.

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

(l) Rules and Regulations. Subject to the other provisions of this Declaration, in addition to adopting and enforcing rules and regulations in the instances specifically mentioned in this Declaration, 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 foregoing notwithstanding, no rule or regulation shall unreasonably interfere with the use and operation of a Commercial Unit for its permitted commercial use. A copy of all rules and regulations shall be furnished by the Board to the Unit Owners prior to the time when the same shall become effective.

(m) Signs; Commercial Devices. Except as herein provided with respect to a Commercial Unit, no sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the

public view on the Condominium Property or on anything on the Condominium Property, except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) signs on the Common Elements installed by or at the discretion of the Board or Declarant or as required by any governmental body having jurisdiction over the Condominium Property; (iii) on the interior side of the window of a Unit, one professionally-prepared sign not in excess of nine (9) square feet in size, advertising the Unit for sale or rent; (iv) Condominium identification signage; and (v) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units shall be permitted, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), (ii) and (iv) and signs permitted with respect to a Commercial Unit, shall be permitted after Declarant's period of sales and rental of Units.

The foregoing notwithstanding, a Commercial Unit may have signs and commercial insignia identifying the business and activities carried on in that Commercial Unit on the interior sides of doors and windows in that Commercial Unit or otherwise within a Commercial Unit, and appropriate business identification signs on the exterior walls thereof, in all such cases, in compliance with all lawful rules, regulations and requirements of the governing public authorities, including all graphic requirements, provided that such approval shall not be unreasonably withheld.

(n) Sound Transmission. Each Unit Owner, by acceptance of a deed or other conveyance of that Unit Owner's Unit, hereby acknowledges and agrees that sound and impact noise transmission in buildings such as within the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. Neither the Declarant nor the Association makes any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portion of the Condominium Property, and each Unit Owner hereby waives and expressly releases, to the extent not prohibited by applicable law, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

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

(p) Unit Uses (Residential Units). Except as otherwise specifically provided in this Declaration, no Residential 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 Residential 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 Residential Unit), making professional telephone calls or corresponding, in or from a Residential Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Residential Units as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more of such Residential Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(q) Unit Uses (Commercial Unit). Except as otherwise specifically provided in this Declaration, a Commercial Unit may be used for any retail, restaurant, commercial, office or non-residential use permitted by applicable governmental laws and regulations; provided that under no circumstances shall a Commercial Unit be used, directly or indirectly, for any of the following purposes: (i) bowling alley; (ii) skating rink or roller rink; (iii) amusement arcade; (iv) a theater of any kind except operation of televisions within a Commercial Unit shall be permitted; (v) adult book store, adult theatre, or adult amusement facility; (vi) any facility selling or displaying pornographic materials or having such displays, it being agreed that books, magazines, music, movies, tapes and/or compact discs

generally sold or rented to customers by nationally recognized book stores, such as Barnes & Noble, shall not be prohibited by the provisions hereof; (vii) second hand store (except stores such as Play It Again Sports and Once Upon a Child); (viii) odd lot, closeout or liquidation store; (ix) auction house; (x) flea market; (xi) blood bank; (xii) massage parlor; (xiii) funeral home; (xiv) sleeping quarters or lodging; (xv) off-track betting establishment; (xvi) bingo hall; or (xvii) any use involving the use, storage, disposal or handling of hazardous materials.

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

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Building. There is one ten-story building initially containing six (6) Commercial Units, sixty-three (63) Residential Units and various Common Elements and Limited Common Elements a part of the Condominium, all as more specifically described below.

(a) Sub-Basement. The sub-basement of the building consists of a mechanical room, fire pump room, electric meter room, an elevator, a stairway, a common hallway and the lower portion of a Commercial Unit located primarily in the basement.

(b) Basement. The basement consists of a pedestrian entrance, trash room, one or more common or mechanical rooms, two elevators, two stairwells, common hallways, one single-story Commercial Unit, and the main areas of the Commercial Unit located primarily on this floor and partially in the sub-basement. In addition, the basement is connected to an underground tunnel constructed in 2017 and located beneath West Gay Street pursuant to an easement of record as Instrument No. 201910250142145, records of the Recorder's office, Franklin County, Ohio and leading to and from The Nicholas apartment community and parking garage located across Gay Street from the Condominium on the northwest corner of the intersection of North High Street and West Gay Street (12 West Gay Street).

(c) First Floor or Ground Level. The first floor or ground level consists of pedestrian entryways, an entrance lobby, a mail room, one single-story Residential Unit, two single-story Commercial Units, one large open Commercial Unit, a fire command center room, elevators and stairways leading to and from the other floors, and one or more mechanical rooms.

(d) Mezzanine. The mezzanine level consists of two Residential Units, a stairwell leading to and from other floors and a common loft area.

(e) Second Floor. The second floor contains an east portion and a west portion separate by Common Elements, open spaces and Unit space between the first floor and the ceiling of one or more of the first floor Units. The west portion of the second floor consists of one Residential Unit, one stairwell leading to and from other floors, a common corridor and an elevator. The east portion of the second floor consists of three Residential Units, a common corridor, elevators and a stairwell leading to the other floors.

(f) Third through Fifth Floors. The third through fifth floors each contain eight Residential Units, a common corridor, a mechanical room, elevators and two stairwells leading to and from the other floors.

(g) Sixth through Eighth Floors. The sixth through eighth floors each contain ten Residential Units, a common corridor, a mechanical room, elevators and two stairwells leading to and from the other floors.

(h) Ninth Floor. The ninth floor contains two Residential Units, a common walkways, one or more elevators, a garden room, roof area, and two stairwells leading to and from the other floors.

(i) Tenth Floor. The tenth floor consists of Common Element mechanical rooms, an elevator equipment room, and stairs leading to and from the tenth floor and the lower floors.

(j) Exterior. On a portion of the roof of the building located on the ninth floor, there is one Commercial Unit comprised of airspace and various improvements created for purposes of signage and perhaps anchoring for improvements installed or to be installed within and over the public rights-of-way. In addition, there is also a Common Element rooftop deck, walkway and barbecue area.

The building is constructed on a concrete foundation, with steel structural supports and frame, steel and concrete floors and columns, interior wood frame walls, exteriors primarily of granite, limestone, and terra cotta masonry, and an EPDM roof. The principal materials of which the building is constructed are concrete, steel, metal, granite, limestone, terra cotta and other masonry, rubber, drywall and glass. The building is located as shown on the Drawings.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the Units, each of which is called a "Unit," is legally designated by a "Unit designation" as listed on "Exhibit C" attached hereto and made a part hereof and is shown on the Drawings where that Unit is located. The number constitutes the Unit's "Unit designation." Information concerning the Units, with a listing of proper Unit designations, is shown on the attached Exhibit C and made part hereof by this reference.

Section 2. Composition of Units.

(a) Residential Unit Composition. Each Residential Unit constitutes a single freehold estate and consists, among other things, of the space in the building designated by that Residential Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor of the Residential 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 Residential Unit shall include:

(i) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and the drywall, paneling and other finishing floor, ceiling and wall material;

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

(iii) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes, and jambs, and the hardware therefor;

(iv) all fixtures and appliances installed for the exclusive use of that Residential 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 Residential Unit), and components of the foregoing, if any;

(v) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, which serve only that Residential Unit or fixtures located therein, and which are located within the bounds of the Residential Unit or within the perimeter walls, floors or ceiling of that Residential Unit and which may be accessed from that Residential Unit ;

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

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

(viii) the portion of fireplaces, if any, actually within the interior of a Residential Unit and the vents and dampers therefor accessible from the Residential Unit's interior; and

(ix) the attic space or storage space above the living area of a Residential Unit, if any, to which the Residential Unit has direct and exclusive access;

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

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

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

(iii) fireplace stacks and chimneys, if any.

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

(i) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and the drywall, paneling and other finishing floor, ceiling and wall material of the Commercial Unit;

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

(iii) any windows, screens and doors, including storm doors and windows, if any, and the frames, sashes, and jambs, and the hardware therefor of the Commercial Unit;

(iv) all fixtures and appliances installed for the exclusive use of that Commercial 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 Commercial Unit), and components of the foregoing, if any;

(v) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, which serve only that Commercial Unit or fixtures located therein, and which are located within the bounds of the Commercial Unit or within the perimeter walls, floors or ceiling of a Commercial Unit and which may be accessed from that Commercial Unit ;

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

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

(viii) the portion of fireplaces, if any, actually within the interior of a Commercial Unit and the vents and dampers therefor accessible from the Commercial Unit's interior; and

(ix) the attic space or storage space above the Commercial Unit, if any, to which the Commercial Unit has direct and exclusive access;

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

(i) any supporting element of the building contained in interior walls, floors and ceilings or otherwise within a Commercial Unit;

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

(iii) fireplace stacks and chimneys, if any.

(c) Unit Types, Sizes, Locations, and Components. The type, composition, and approximate interior area of each type of Unit that is part of the Condominium are shown on the attached "Exhibit D" attached hereto and made a part hereof by this reference. The location, dimensions, and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Common Elements, which lead directly to North High Street, a public street.

Section 3. Conversion of Units.

(a) General; Conditions. Notwithstanding any other provision in this Declaration to the contrary, and provided that: (i) the same may be accomplished without contradicting the provisions of the Condominium Act; (ii) the same meets all requirements of the appropriate governmental authorities in all respects, including, without limitation, building, zoning, and health and safety requirements; and (iii) no structural change is made to the building without the approval of the Board; the owners of a Convertible Unit may, at any time and from time to time, convert all or any portion of a Convertible Unit into one or more Units or Common Elements, including Limited Common Elements.

(b) Mechanics. A Unit Owner desiring to convert the Convertible Unit shall prepare and execute an amendment to the Declaration that describes the conversion and record the amendment together with the drawings described in division (E) of Section 5311.07 of the Condominium Act. The amendment shall specify the square footage, undivided interests in the Common Elements, proportionate shares of common surplus and common expenses, and the voting powers of each Unit resulting from the conversion. The aggregate totals of the foregoing shall equal the undivided interest in the Common Elements, proportionate share of common surplus and common expenses, and the voting power of the Unit being converted. The amendment to the Declaration shall also assign an identifying number to each Unit formed, describe or delineate the Limited Common Elements formed out of the Convertible Unit, and show or designate each Unit to which those Limited Common Elements are reserved.

(c) Effect of Conversion. The conversion of a Convertible Unit pursuant to this Section is deemed to occur at the time that the amendment and drawings are filed with the Franklin County Recorder. The Unit or Units created out of the Convertible Unit must be a Commercial Unit or Commercial Units. The conversion of one Commercial Unit into one or more Commercial Units shall be subject to the provisions of Section 3(b) of this Article and shall not result in a change in the par value or undivided interest calculations initially used for the original Convertible Unit.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land, the building structure itself, the mailroom, lobby areas and entrances, rooftop deck and walkway, garden room, elevators, stairwells, common corridors and hallways, mechanical and pump rooms, all exterior improvements, and all other improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings or as so described herein are Limited Common Elements. Each such Limited Common Element is reserved for the exclusive use of the Unit Owners and Occupants of the Unit or Units it is designed or designated to serve. The Condominium is not anticipated to have any Limited Common Elements.

Section 3. Par Values; Undivided Interests. The undivided interest in the Common Elements of each Unit is shown on the attached "Exhibit C", and, in each case, is based on a par value assigned for each type of Unit as set forth on Exhibit D. These par values have been assigned on the basis of various factors, including average fair market values, replacement costs, relative sizes, and simplicity. Undivided interests have been adjusted at thousandths of a percent, in Declarant's discretion, so that the total of undivided interests equals exactly 100.000%. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

ASSOCIATIONS

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

Section 2. Membership. Membership in the Association shall be limited to the Unit Owners, and every Person who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights, and responsibilities, of the Board of Directors shall be as provided in the Articles of Incorporation and 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 exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents and, without limiting the generality of the foregoing, shall have those powers and authority set forth in Article IV of the Bylaws.

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

Section 6. Other Associations. There is no requirement that the Association or that any Unit Owners be members of a not-for-profit organization that provides facilities or recreation, education or social services to owners of property other than the Condominium Property.

ARTICLE VIII

AGENT FOR SERVICE

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

Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements (if any), and including but not limited to utility facilities serving more than one Unit, walkways, stairwells, elevators, common hallways, and the structural portions and exterior portions of the building and improvements which are a part of the Common Elements, and that do not constitute part of a Unit. The foregoing notwithstanding, the Association shall have the right, but not the obligation, in the Board's sole discretion, to cause the exterior portions of the windows in the building to be cleaned periodically as part of a general plan for the Condominium and as a common expense even though the windows are part of the Unit. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent that net proceeds, after deductibles, are available for that purpose, the Association shall not have the 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.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, any improvements made by that Unit Owner and perform cleaning and housekeeping with respect to any the Limited Common Elements appurtenant to that Unit 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 for the Unit, including the frames, sashes and jambs, and the hardware therefor, and the HVAC system for the Unit wherever located, provided that with respect to HVAC systems located outside of the physical boundary of a Unit, repairs to the HVAC system may only be performed by licensed and bonded technicians approved by the Board. All such

repairs and maintenance performed by a Unit Owner in or to that Unit Owner's particular Unit shall be performed in compliance with all laws, including without limitation, the obligation to apply for and obtain a building permit, if applicable.

If a Unit Owner fails to make a repair or perform maintenance required of that Unit Owner, or if the need for maintenance or part of any of the Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is the result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary shall be made by the Association's Board of Directors, in its sole discretion.

ARTICLE X

UTILITY SERVICES

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

ARTICLE XI

INSURANCE; LOSSES

Section 1. Special Broad Form Casualty Insurance. Subject to the provisions relating to insurance deductibles set forth in Article IX of this Declaration, the Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures, and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, 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 therefor, even though these improvements may be parts of Units;

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

(c) have (i) an agreed amount and inflation guard endorsement, when that can be obtained; (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars ($2,000,000) or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);

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

(e) be written in the name of the Association for the use and benefit of the Unit Owners, or its authorized representative, including any insurance trustee

with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners;

(f) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten (10) days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's Mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(g) have a deductible amount no greater than five percent (5%) of the policy face amount;

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

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

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

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

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, public ways, and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) two million dollars ($2,000,000) arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, Unit Owners or Occupants, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

Section 3. Fidelity Coverage. The Board shall obtain, or cause to be obtained, and thereafter 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 shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then current amount of 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 (10) days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or obligee.

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

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

Section 5. Flood Insurance. In the event that any part of the improvements on the Condominium Property are located in a "Special Flood Hazard Area" which is designated as A, AE, AH, AO, AR, A1-30, A-99, V, VE, VI-30, or VO on a Flood Insurance Rate Map, the Association shall obtain and maintain a "master" or "blanket" policy of flood insurance. The flood insurance policy shall cover the Common Element buildings and any other common property, but generally need not cover individual Units. The premiums shall be paid as a common expense. The amount of coverage, if required, should be at least equal to the lesser of (a) one hundred percent (100%) of the insurable value of each insured building (including all Common Elements and property) or (b) the maximum coverage available under the applicable National Flood Insurance Program. The maximum deductible amount for policies covering the Common Elements shall be the lesser of (a) five thousand dollars ($5,000) or (b) one percent (1%) of the policy's face amount.

Section 6. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, cybersecurity insurance and such other insurance as the Board may determine.

Section 7. 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 8. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments." All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 9. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against by a policy or policies obtained by the Association and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Mortgagees or 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 10. 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 by a policy or policies obtained by the Association, 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 Mortgagees or Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as provided in the Declaration for the nonpayment of Assessments.

Section 11. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE RESTORATION; TERMINATION

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

Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Mortgagees whose mortgages represent seventy-five percent (75%) or more of Units subject to mortgages held by Mortgagees, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the Unit Owners, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

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

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

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units 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 Mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements.

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

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over, and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, and an easement for utilities serving that 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. 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 Unit Owner's Unit.

Section 2. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc., will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 3. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

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

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

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

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 a way as not to unreasonably interfere with the operation of the Association and the rights of owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over, and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing, and maintaining of, all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, security systems, 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 unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms of the Condominium Organizational Documents. 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 Unit Owners and Occupants.

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

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

Section 7. Entry for Repair, Maintenance, and Restoration. The Association shall have a right of entry and access to, over, upon, and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights, and duties pursuant to this Declaration or applicable law with regard to maintenance, repair, restoration, and/or servicing of any items, things, or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as that Unit Owner's attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement involving the Common Elements, 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 involving Common Elements. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

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

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

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

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

Section 3. Elements-Apportionment: Due Dates.

(a) Operating Assessments.

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

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

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

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

d. the estimated amount desired 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;

e. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and

for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; 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, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

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

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

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units and their owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units or, if not, from the Association).

(v) If Operating Assessments collected are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future Assessments, as determined by the Board, in its sole and unfettered discretion, and shall in no event be deemed profits, nor available, except on dissolution of the Association, for distribution to Unit Owners, and each Unit Owner by virtue of acceptance of a deed to a Unit consents to the same and grants to the Board an irrevocable power of attorney and proxy to approve and authorize the retention of any excess as reserves or reductions in current or future Assessments.

(b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to 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) Each Special Assessment for Capital Improvements shall be prorated among all Units and their owners in proportion to the respective undivided interests of the Units in the Common Elements, and

shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit Owner or Unit Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms of the Condominium Organizational Documents or the rules of the Association 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 Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Unit Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Unit Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its Unit Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

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

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

(a) If any Assessment, any portion of any Assessment or any installment or portion of any installment of any 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 Assessment, any portion of any Assessment, or any installment or portion of any installment of any Assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum or the highest rate permitted by law, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the costs of collection, including, without limitation, attorneys' fees and other out-of-pocket expenses.

(c) Assessments of every type, together with interest, late fees, and costs, including attorneys' fees, shall be a charge in favor of the Association upon the Unit against which each such Assessment is made.

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

(e) At any time after any Assessment, any portion of any Assessment, or any installment of any Assessment, or any portion of any installment of any Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any portion of the unpaid balance of that Assessment, including all future installments thereof,

interest, late fees, collection costs and expenses, including attorneys' fees, and court costs and filing fees ("collection costs"), may be filed with the Franklin County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Unit Owner or Unit Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association.

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

(g) Any Unit Owner who believes that an Assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Unit and its Unit Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

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

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

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

(k) No Unit Owner or Unit Owners may waive or otherwise escape liability for the Assessments provided for in this Declaration or applicable law by non-use of the Common Elements, or any part thereof, or by abandonment of that Unit Owner's or those Unit Owners' Unit.

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

Section 6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first

mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Unit Owner. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its owners during the foreclosure action.

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

ARTICLE XVI

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS; FIRST MORTGAGEE'S RIGHTS CONFIRMED

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

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) except with respect to Convertible Units, the redefinition of boundaries of any Unit; (vi) except with respect to Convertible Units, convertibility of Units into Common Elements or vice versa; (vii) the addition, annexation, or withdrawal of property to or from the Condominium; (viii) hazard or fidelity insurance requirements; (ix) imposition of any restrictions on the leasing of Units; (x) imposition of any restrictions on a Unit Owner's right to sell or transfer that Unit Owner's Unit; (xi) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xii) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xiii) 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, is for clarification purposes only, is for the purpose of meeting the requirements of institutional Mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters or is for purposes of converting a Convertible Unit as provides elsewhere in this Declaration.

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

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the

Association; (iv) any proposed amendment or change for which a required percentage of Eligible Mortgagees must consent pursuant to the provisions of this Declaration; (v) any proposed termination of the Condominium as a condominium regime (which notice must be given at least thirty (30) days before any action is taken); (vi) any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents; (vii) any decision by the Association to renew or rehabilitate the Condominium Property; (viii) times and places of Unit Owners' meetings; and (ix) any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such Eligible Mortgagee. 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 XVI, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which not less than seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

Section 3. Notices to Mortgagees. Each Mortgagee and any guarantor of a mortgage on a Unit shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees (without limiting the generality of the following, no addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material or adverse if it is for the purpose of correcting technical errors, for purposes of converting Convertible Units as described in this Declaration, is for clarification only, or for the purpose of meeting the requirements of institutional Mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters);

(b) any sixty (60) day delinquency in the payment of Assessments or charges owed to the Association by a Unit Owner of a Unit on which it holds a mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of Mortgagees, as provided in this Declaration; and

(e) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage.

Section 4. First Mortgagee Rights Confirmed. No provision of the Condominium Organizational Documents gives a Unit Owner or any other party priority over any rights of the first Mortgagee of a Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE XVII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided in the Declaration (including specifically, and without limiting the generality of the foregoing, with respect to the convertibility of a Commercial Unit into multiple Units, 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 representing Units exercising not less than a majority of the voting power of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the

consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. The foregoing notwithstanding:

(a) except as otherwise provided in the case of the conversion of a Commercial Unit into multiple Units, Common Elements and/or Limited Common Elements, the written consent of all Unit Owners, including Declarant, so long as it owns a Unit, in addition to the consent of Eligible Mortgagees to which at least seventy-five percent (75%) of the voting power of Units subject to mortgages held by Eligible Mortgagees appertain, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

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

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

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

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

(vi) the provisions and requirements of this Article XVII;

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

(b) except as otherwise provided in Declaration, the written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners; including the consent of Unit Owners other than Declarant who hold a majority of the voting power of Units owned by Unit Owners other than Declarant and the consent of Mortgagees on Units whose owners are entitled to exercise seventy-five (75%) or more of the voting power of the owners of Units subject to mortgages held by Mortgagees shall be required to terminate the Condominium;

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

(i) to Declarant, for so long as Declarant owns any Unit, without a vote of Unit Owners or the approval of Mortgagees or Eligible Mortgagees, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, Mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment must be approved by the Secretary of the Department of Veterans Affairs; and

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

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

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

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

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

but for no other purpose; and

(d) in addition to the consent of Unit Owners set forth above, any addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees must also be agreed to by Mortgagees on Units whose Unit Owners are entitled to exercise fifty-one percent (51%) or more of the voting power of Unit Owners of Units that are subject to mortgages; provided that the conversion of a Commercial Unit into multiple Units, Common Elements and/or Limited Common Elements as provided in the Declaration shall not be considered to be material adverse to Mortgagees since the holders of mortgages on a Commercial Unit, in the case of a conversion into multiple Units, must consent and agree to the conversion and provided further that any amendment provided for under sub-item (c) above shall not be considered to be material adverse to Mortgagees.

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

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

ARTICLE XVIII

GENERAL PROVISIONS

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

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien, or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules

and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, 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 (including reasonable attorneys' fees), and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer, or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means. The Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in the Association's name, as agent of the Unit Owner, or in the name of the Unit Owner.

Section 3. Severability. If any provision (or any part of any provision) contained in this Declaration shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, this Declaration shall be reformed and construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein (but only to the extent it is invalid, illegal or unenforceable), and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible.

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

Section 5. Limited Warranties. Declarant provides to each purchaser of a Unit from Declarant certain limited warranties which are described in a development statement provided to each of those purchasers at or prior to the time the purchaser enters into a contract to purchase a Unit from Declarant and in the limited warranty documents agreed to by Declarant and the Unit purchaser in the contract to purchase. Declarant specifically disclaims any and all warranties, express or implied, other than as set forth in Declarant's limited warranty and as required by Chapter 5311 of the Ohio Revised Code and specifically disclaims any implied warranty of habitability, fitness for a particular purpose, or construction in a workmanlike manner. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to the Common Elements that exceed the time periods for Declarant's limited warranty under the provisions of §5311.25(E)(1) and (2) of the Condominium Act.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 7. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 5 day of November, 2021.

51 NORTH HIGH STREET, LLC,
an Ohio limited liability company

By: _____
Kimberly Ulle, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me this 5 day of November 2021 by Kimberly Ulle, the Vice President of 51 North High Street, LLC an Ohio limited liability company, on behalf of said limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

_____
Notary Public

KAREN A. FARRELL
NOTARY PUBLIC, STATE OF OHIO
FRANKLIN COUNTY
My Comm. Expires Nov. 7, 2021

EXHIBIT A

DECLARATION OF CONDOMINIUM
CITIZENS CONDOMINIUM

Legal Description, Condominium Property

EXHIBIT "A"

LEGAL DESCRIPTION

Situated in the State of Ohio, County of Franklin, City of Columbus, more particularly described as follows:

Situated in Half Section Number Twenty-Five (25), Township 5, Range 22, Refugee Lands, in the State of Ohio, County of Franklin and City of Columbus and being Lot Number Two Hundred Seventy-nine (279) in said City of Columbus. The same being situated at the southwest corner of Gay and High Street, and extending west, at the said width 187-1/2 feet on Gay Street. Said in lot 279 being numbered and delineated on the plat of the Town of Columbus of record in Deed Volume F, page 332 et. seq.

Parcel No. **010-007759**

Valmer File: **52132353**

G20
All of
(010)
7759

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: DR
DATE: 5/31/13
FRANKLIN COUNTY ENGINEER

Recorded: 12/07/2021 03:30:00 PM Instrument #: 202112070222275 Page: 34 of 51
FRANKLIN COUNTY, OH

EXHIBIT B

DECLARATION OF CONDOMINIUM
CITIZENS CONDOMINIUM

Sketch Plot Plan, Condominium Property

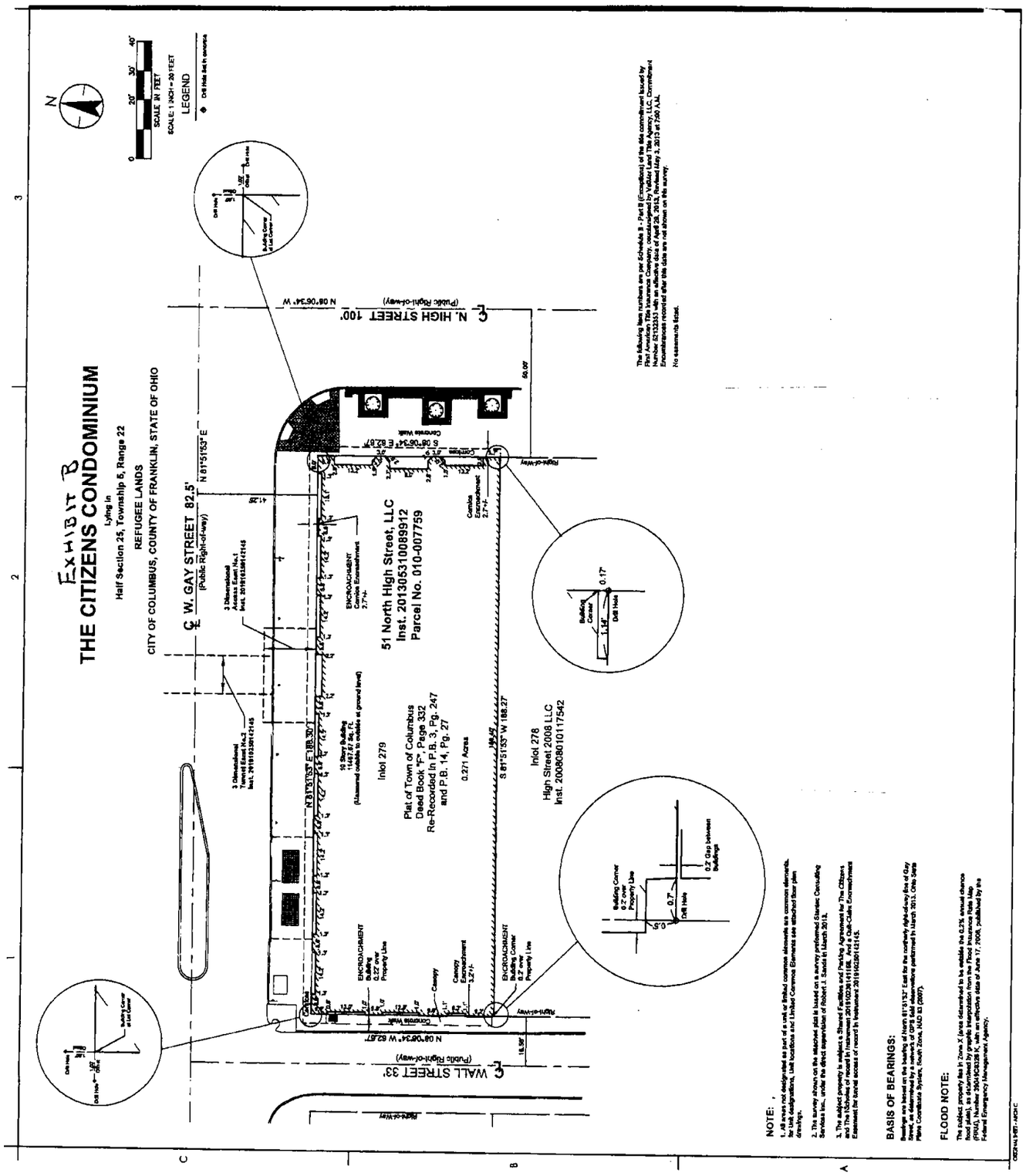


EXHIBIT C

DECLARATION OF CONDOMINIUM
THE CITIZENS CONDOMINIUM

UNIT INFORMATION

Unit Designation	Unit Type	Unit Uses	Approximate Gross Interior Square Footage	Par Value	Undivided Interest
101	A15-0	Residential	762	1.300	1.235%
102	B12-0	Residential	1,360	2.070	1.966%
108	A11-0	Residential	762	1.130	1.073%
201	B9-0	Residential	1,211	1.600	1.520%
202	B10-0	Residential	1,200	2.210	2.099%
203	B2-0A	Residential	1,006	1.600	1.520%
208	A12-0	Residential	784	1.300	1.235%
301	B4-0	Residential	1,030	1.600	1.520%
302	B10-0	Residential	1,262	2.210	2.099%
303	A14-0	Residential	882	1.600	1.520%
304	A8-0	Residential	736	1.300	1.235%
305	A4-0	Residential	664	1.130	1.073%
306	B5-0	Residential	1,078	1.600	1.520%
307	A6-0	Residential	657	1.130	1.073%
308	B13-0	Residential	870	1.600	1.520%
401	B4-1	Residential	1,103	1.600	1.520%
402	B11-0	Residential	1,386	2.210	2.099%
403	A14-1	Residential	903	1.600	1.520%
404	A8-1	Residential	765	1.300	1.235%
405	A7-0	Residential	738	1.130	1.073%
406	B5-1	Residential	1,105	2.070	1.966%
407	A6-0	Residential	672	1.130	1.073%
408	B13-1	Residential	867	1.600	1.520%
501	B7-0	Residential	1,118	2.070	1.966%
502	B11-0	Residential	1,368	2.210	2.099%
503	A14-1	Residential	893	1.600	1.520%
504	A8-1	Residential	761	1.300	1.235%
505	A4-1	Residential	681	1.130	1.073%
506	B5-1	Residential	1,095	2.070	1.966%
507	A6-0	Residential	666	1.130	1.073%
508	B13-1	Residential	817	1.600	1.520%
601	B7-0	Residential	1,133	2.070	1.966%
602	B6-0	Residential	1,095	2.070	1.966%
603	A3-0	Residential	636	1.130	1.073%
604	A5-0	Residential	693	1.130	1.073%
605	A1-0	Residential	468	0.900	0.855%
606	A2-0	Residential	573	1.130	1.073%
607	B1-0	Residential	919	1.600	1.520%
608	A2-0	Residential	578	1.130	1.073%
609	A10-0A	Residential	751	1.130	1.073%
610	A9-0	Residential	763	1.300	1.235%

EXHIBIT C (Continued)

DECLARATION OF CONDOMINIUM
THE CITIZENS CONDOMINIUM

UNIT INFORMATION

Unit Designation	Unit Type	Unit Use	Approximate Gross Interior Square Footage	Par Value	Undivided Interest
701	B7-0	Residential	1,146	2.070	1.966%
702	B6-0	Residential	1,096	2.070	1.966%
703	A3-0	Residential	636	1.130	1.073%
704	A5-0	Residential	688	1.130	1.074%
705	A1-0	Residential	467	0.900	0.855%
706	A2-0	Residential	578	1.130	1.074%
707	B1-0	Residential	926	1.600	1.520%
708	A2-0	Residential	579	1.130	1.074%
709	A10-0	Residential	740	1.130	1.074%
710	A9-0	Residential	772	1.300	1.235%
801	B7-0	Residential	1,120	2.070	1.966%
802	B6-0	Residential	1,070	2.070	1.966%
803	A3-0	Residential	631	1.130	1.074%
804	A5-0	Residential	689	1.130	1.074%
805	A1-0	Residential	541	0.900	0.855%
806	A2-0	Residential	566	1.130	1.074%
807	B1-0	Residential	913	1.600	1.520%
808	A2-0	Residential	567	1.130	1.074%
809	A10-0	Residential	711	1.130	1.074%
810	A9-0	Residential	756	1.300	1.235%
902	B8-0	Residential	1,175	2.210	2.099%
903	C1-0	Residential	1,750	2.850	2.707%
1	Commercial-R	Commercial	3,944	4.000	3.800%
2	Commercial	Commercial	1,093	1.600	1.520%
3	Commercial	Commercial	776	1.600	1.520%
4	Commercial-BH	Commercial	3,472	2.210	2.099%
5	Commercial-FC	Commercial	2,685	0.900	0.855%
6	Commercial-AS	Commercial	******	0.004	0.004%
					100.000%

EXHIBIT D

DECLARATION OF CONDOMINIUM
THE CITIZENS CONDOMINIUM

Unit Descriptions and Par Values

I. **Unit Descriptions**:

Type	Description
A1-0	A single-story, studio style Residential Unit consisting of kitchen, living/sleeping area, and one bathroom and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A2-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A3-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A4-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A4-1	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A5-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A6-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A7-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A8-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A8-1	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A9-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A10-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A10-A	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A11-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A12-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.

EXHIBIT D (Continued)

DECLARATION OF CONDOMINIUM
THE CITIZENS CONDOMINIUM

Unit Descriptions and Par Values

I. **Unit Descriptions: (Continued)**

Type	Description
A14-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A14-1	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
A15-0	A single-story Residential Unit consisting of one bedroom, one bathroom, laundry/mechanical closet, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B1-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B2-0A	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B4-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B4-1	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B5-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B5-1	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B6-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B7-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B8-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B9-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B10-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B11-0	A single-story Residential Unit consisting of two bedrooms, two and one-half bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.

EXHIBIT D (Continued)

DECLARATION OF CONDOMINIUM
THE CITIZENS CONDOMINIUM

Unit Descriptions and Par Values

I. Unit Descriptions: (Continued)

Type	Description
B12-0	A single-story Residential Unit consisting of two bedrooms, two bathrooms, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B13-0	A single-story Residential Unit consisting of one bedroom, a bedroom/den, one bathroom, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
B13-1	A single-story Residential Unit consisting of one bedroom, a bedroom/den, one bathroom, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
C1-0	A single-story Residential Unit consisting of three bedrooms, two bathrooms, laundry room, kitchen, dining area and living area, and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
Commercial	A single-story Commercial Unit located on the first floor of the building and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
Commercial-BH	A single-story Commercial Unit without perimeter walls and located on the first floor of the building and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
Commercial-R	A Commercial Unit comprised of multiple separate areas and located partially in the basement and partially in the sub-basement and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
Commercial-FC	A single-story Commercial Unit located on the basement of the building and containing the approximate gross interior square footage set forth on ***Exhibit C*** for the specific Unit.
Commercial-AS	A Commercial Unit without perimeter walls and consisting primarily of airspace located on the roof of the building.

II. Par Values:

Type	Par Value
A1-0, Commercial-FC	0.900
A2-0, A3-0, A4-0, A4-1, A5-0, A6-0, A7-0, A10-0, A10-A, A11-0	1.130 1.130
A8-0, A8-1, A9-0, A12-0. A15-0	1.300
A14-0, A14-1, B-1, B2-0A, B4-0, B4-1, B5-0, B9-0, B13-0, B13-1, Commercial	1.600 1.600
B5-1, B6-0, B7-0, B12-0	2.070
B8-0, B10-0, B11-0, Commercial-BH	2.210
C1-0	2.850
Commercial-R	4.000
Commercial-AS	0.004

BYLAWS

(Code of Regulations)

OF

THE CITIZENS CONDOMINIUM ASSOCIATION, INC.

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BYLAWS

(Code of Regulations)

OF

THE CITIZENS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is The Citizens Condominium Association, Inc., (the "Association"), which nonprofit corporation is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' association for The Citizens Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles of Incorporation"), and the place of meetings of Unit Owners (members) and of the Board of Directors (the "Board") of the Association shall be at such place in Franklin County as the Board may from time to time designate.

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

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

Section 4. Meeting with Authorized Communications Equipment. Notwithstanding any provision contained in the Condominium Organizational Documents to the contrary, during such a time and only during such a time as any federal, state or local governmental rule, regulation, declaration, or other action, including, but not limited to, the declared Ohio "State of Emergency" and the United States "National Emergency" in effect as of the date of the recording of these Bylaws, prohibits or otherwise makes an in-person meeting of the Unit Owners impossible, unsafe, and/or impractical, the Board in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the Unit Owners including, but not limited to, a meeting called for the purpose of electing a director or directors by virtue of Declarant having sold and conveyed Units having a certain of the undivided interests in the Common Elements as discussed in Article IV of these Bylaws, whereby Unit Owners may be permitted and/or exclusively allowed to attend the meeting "in person" by the use of "Authorized Communications Equipment". For the purposes of this Section 4, "Authorized Communications Equipment" shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Unit Owner or director involved and, with respect to meetings, affords all persons participating in the meeting an opportunity to contemporaneously communicate with each other.

For purposes of providing notice of the meeting, and any other requirements contained in the Condominium Organizational Documents, the "place" of the meeting described within this Section 4 may be a designated physical location or a virtual address or number reached solely by means of Authorized Communications Equipment, in the Board's sole and absolute discretion. Any Unit Owner who uses Authorized Communications Equipment under this Section 4 is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of Authorized Communications Equipment. In the event a purpose of a meeting of the Unit Owners is to elect one or more

directors to the Association, the Board may forego taking nominations from the floor of the meeting, provided that the membership has been afforded a reasonable opportunity, as determined by the Board, to submit a nomination(s) prior to the election. The Board may adopt procedures and guidelines for the orderly operation of a meeting and voting, and any and all other actions as set forth in Chapters 1702 and 5311 of the Revised Code of Ohio. By way of example and not limitation, this may include the ability of the Board to enact procedures for Unit Owners to cast a vote by written ballots; mailed ballots; general or directed proxies; and/or Authorized Communications Equipment, even if any such method is not specified in the other provisions of these Bylaws or other Condominium Organizational Documents.

Section 5. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 6. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 7. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless specified otherwise by direction of the Board in the notice of meeting. The Board, in its sole and unfettered discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium) in these instances:

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

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

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

Section 8. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy, may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 9. Voting Rights. The number of votes assigned to each Unit shall be equal to the undivided interest of each Unit as set forth on Exhibit C to the Declaration, as the same may be amended from time to time, and are exercisable as the owners of the undivided fee simple interests in that Unit may from time to time determine. If the owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the owner or owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Unit Owners or Occupants of that Unit, a failure to observe any of the terms of the Condominium Organizational Documents, or rules and regulations duly adopted by the Board and then in effect.

Section 10. 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 11. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or, cablegram, electronic mail or an electronic, telephonic or other transmission appearing to have been transmitted by a Unit Owner, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile or equivalent reproduction of a writing signed by a Unit Owner, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Unit Owner's fee simple interest in that Unit Owner's Unit, and, in any event, shall not be valid after the expiration of eleven (11) months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 12. Action in Writing Without Meeting. Unless otherwise required by law or the provisions of the Condominium Organizational Documents, any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy-five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, in person or via proxy or as otherwise permitted in Article III, Section 4 of these Bylaws, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) three (3) years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall hold a meeting and the Unit Owners shall meet in person or via proxy or as otherwise permitted in Article III, Section 4 of these Bylaws, and all Unit Owners, including Declarant, shall elect five (5) Directors, at least one of which shall represent a Commercial Unit, if possible, whose terms shall commence at the end of the meeting during which they are elected, to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the five (5) Directors shall expire and successors shall be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve until the next annual meeting. The foregoing notwithstanding, from and after the time that the Association meets and the Unit Owners elect Directors, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-fifth (1/5th) of the Directors shall expire annually. Declarant shall have the right, at any time, to waive its right to select one or more Directors, or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

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

Section 4. Qualification. To qualify for nomination, election, or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in

the payment of any obligation to the Association by more than thirty (30) days, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners may be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. Except as otherwise required by the provisions of the Bylaws, the persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. In no case shall cumulative voting be permitted.

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

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three (3) days' notice to each Director.

Section 10. Executive Session. The Board may, with approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon matters as determined by the Board in its sole discretion.

Section 11. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

Section 12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 11, above, shall be sufficient to determine that matter.

Section 13. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.

Section 14. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

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

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

(c) 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 relates to matters affecting the Condominium Property;

(d) enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(e) regulate the use, maintenance, repair, replacement, modification, and appearance of the Common Elements;

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

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

(h) cause additional improvements to be made as part of the Common Elements;

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

(j) acquire, encumber, and convey or otherwise transfer personal property;

(k) grant easements, leases, licenses, and concessions through or over the Common Elements;

(l) impose and collect fees or other charges for the use, rental, or operation of the Common Elements;

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

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

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

(p) adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent Assessments;

(q) impose reasonable charges for preparing, recording, or copying amendments to the Declaration, Bylaws, resale certificates, or statements of unpaid assessments;

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

(s) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;

(t) 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 or other charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

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

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

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

(x) take such actions and expend the Association funds and Assessments as the Board deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Units that are a part of the Condominium; and

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

Section 15. Duties. It shall be the duty of the Board to:

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

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing not less than a majority of the voting power of Unit Owners;

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

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

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

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

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

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

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

(g) subject to applicable law, issue, or to cause an appropriate representative to issue, upon demand by any Person, a certificate setting forth whether or not any Assessment has been paid;

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

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

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

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

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

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

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

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

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

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

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

ARTICLE VIII

AUDITS

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

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

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

(c) during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes a written request therefor, within one hundred twenty (120) days of the Association's fiscal year end.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

INDEMNIFICATION

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

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

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

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

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

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

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

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

ARTICLE XI

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 5 day of November 2021.

51 NORTH HIGH STREET, LLC,
an Ohio limited liability company

By _____
Kimberly Ulle, Vice President of
51 North High Street, LLC

Sole Member of the Association