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FEB 02 2017

AUDITOR
FRANKLIN COUNTY, OHIO

Declaration of Condominium

and

By-Laws of Condominium Association

for

VETRO LOFTS CONDOMINIUM

CERTIFICATE OF AUDITOR

FEB. 2 2017 ~~2016~~

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

Franklin County Auditor

By: Michael Dotson
Deputy Auditor

This instrument prepared by Griffith Law Offices, 522 N. State St., Westerville, Ohio 43082

201702020016173

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 256 PAGE 017-028

TABLE OF CONTENTS

DECLARATION 3
RECITALS 3
DEFINITIONS 3
THE PLAN 5
ARTICLE I, THE LAND 5
ARTICLE II, NAME 5
ARTICLE III, PURPOSES; RESTRICTIONS 5
ARTICLE IV. DESCRIPTIONS 9
ARTICE V. UNITS 9
ARTICLE VI. COMMON AND LIMITED COMMON AREAS 10
ARTICLE VII. UNIT OWNERS' ASSOCIATION 10
ARTICLE VIII. AGENT FOR SERVICE 11
ARTICLE IX. MAINTENANCE AND REPAIR 11
ARTICLE X. UTILITY SERVICES 12
ARTICLE XI. INSURANCE 12
ARTICLE XII. RESTORATION OF DAMAGE OR DESTRUCTION 14
ARTICLE XIII. CONDEMNATION 14
ARTICE XIV. GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS 15
ARTICLE XV. ASSESSMENTS AND ASSESSMENT LIENS 17
ARTICLE XVI. NOTICES TO MORTGAGEES 21
ARTICLE XVII. AMENDMENTS 21
Section 1: Covenants Running with the Land
Section 2: Enforcement
Section 3: Severability
Section 4: Gender and Grammar
Section 5: Captions
ARTICLE XVIII. TAX ABATEMENT 22
ARTICLE XIX. GENERAL PROVISIONS 23
SIGNATURES 24
LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY
UNIT PLAN
SURVEY

DECLARATION

This is the Declaration of Vetro Lofts Condominium made on or as of the 22nd day of September, 2016, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. Windsor Lofts, LLC, is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

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

DEFINITIONS

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

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

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

(a) "Operating Assessments;"
(b) "Special Assessments for Capital Improvement;" and
(c) "Special Individual Unit assessments;"

each of which is hereinafter defined in this Declaration.

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

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

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

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

7. "Condominium" and "Vetro Lofts Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

9. "Condominium Instruments" means this Declaration, the By-Laws, the Drawings, any contracts pertaining to the management of the Condominium Property, and any other documents or contracts establishing ownership of or exerting control over the Condominium Property or Unit.

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

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

12. "Declarant" means Windsor Lofts, 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 as successors and assigns of such rights.

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

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

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

16. "Eligible Holder of a First Mortgage Lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible holders of first mortgage liens.

17. "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 or the guests or invitees of such Unit or Units, either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "Limited Common elements" of the Condominium under the provisions of the Condominium Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner, tenant or subtenant, and includes any person lawfully occupying the Unit under authority of the Unit's Owner, tenant, or subtenant.

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

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

21. "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 this property under and pursuant to the Condominium Act:

ARTICLE I, THE LAND

A legal description of the land constituting a part of the Condominium property, located in Franklin County, Ohio is described as follows:

Situated in the State of Ohio, County of Franklin, and in the City of Columbus:

Being known as Reserve G, of JEFFREY PLACE, SECTION ONE(1), as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 109, Page 3-4, Recorder's Office, Franklin County, Ohio, together with the easements set forth in Instrument Number 201604280052364, Recorder's Office, Franklin County, Ohio.

ARTICLE II, NAME

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

ARTICLE III, PURPOSES; RESTRICTIONS

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

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

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind ("animals") shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit animals entirely, the right to place limitations on the size, number and type of such animals, and the right to levy fines and enforcement charges against persons who do not clean

up after their animals; and (iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the condominium or other Units or Occupants.

(b) Architectural Control. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, in its or their sole unfettered discretion.

(c) Common and Limited Common Elements Uses. The Common Elements and Limited Common Elements shall be used only in accordance with the purpose for which they are intended, reasonably suited and capable, subject to such rules and regulations as may from time to time be promulgated by the Board. The exterior drive and walkways shall be used for no purpose other than normal transit through or over them, and shall not be obstructed. The driveways shall be used only for pedestrian and vehicular ingress and egress, and the parking areas shall be used only for the parking of vehicles. Certain parking spaces are Limited Common Elements and each of the Second and Third Floor Units shall have one parking space as shown on the Drawings. The Board shall have the right to establish reasonable rules and regulations regarding the loading areas and use of roadways for deliveries, to limit areas where vehicles may be parked, and to set reasonable restrictions on the time and manner of use of drive and parking areas. The Board may enforce such regulations or restrictions by levying enforcement charges, having violating vehicles towed away, assessing charges to Unit owners for violating the parking regulations, and taking such other actions as it, in its sole discretion, deems appropriate.

(d) Construction on 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. This provision does not limit construction of improvements or plantings in the easement area of record in Instrument Number 201604280052364.

(e) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Each Unit Owner shall provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of the owner: (i) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit; (ii) within thirty (30) days after a change in any of the above described information; and (iii) at any time that the Board requests verification or updating of the above-described information.

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

(g) Eviction. Notwithstanding any contrary provision in the Condominium Act regarding the eviction of Occupants for the violation of covenants in the Declaration or in the rules and regulations promulgated by the Board, the Association shall not exercise any right to evict an Occupant without either: (i) the consent of the owners of, and the holder of any recorded first mortgage lien on, the Unit involved; or (ii) notice to the Occupant and Unit Owner specifying the actions required to bring the tenant into compliance with the declaration and rules and regulations; opportunity for the tenant to comply; and the right of the tenant and Unit Owner to a hearing, all done in accordance with the procedures set forth in Section 6 of Article XV of this Declaration. (In the case of repeated violations of the same nature, the Board may insist upon reasonable assurance and evidence that such violations will not be repeated.)

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

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

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

(k) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; and (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions.

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

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

(n) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such

evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(o) Renting and Leasing. No unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a Unit to the Condominium: (A) shall be in writing; (B) shall provide for a minimum initial lease term of six (6) months; (C) shall provide that the tenant shall be subject in all respects to the provisions hereof and, subject to the terms of this Declaration, to the rules and regulations promulgated from time to time by the Board; and (D) shall provide that the failure by the tenant to comply with the terms of the Condominium Organization Documents and the Association's rules and regulation shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination by the Unit Owner or by the Association, for a violation by the Occupants of any covenant, condition and restriction contained in this Declaration, or the Bylaws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. All such tenancies of Units shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapter 5321 and 1923, as agent for and in the name of the Unit Owner, for any such violation. The cost of any such eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

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

(p) Sexual Offenders . No person who:

(i) Is adjudicated or designated to be a sexual predator or a habitual sex offender by an appropriate court or law enforcement agency, and
(ii) Is required to register with a designated registering agency

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

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

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

ARTICLE IV. DESCRIPTIONS

There is one (1) residential buildings containing a total of thirty-five (35) Units. The residential buildings is a three-story, brick and glass post-modern style, built on a block foundation, with a flat roof. The principal materials of which the building is constructed are brick, glass, concrete, stone and concrete block, asphalt, shingle and drywall. The residential building is located as shown on the Drawings, and each Unit has access to the Common Elements which have direct access to publicly dedicated right-of-way.

ARTICE V. UNITS

Section 1. Unit Designations. Each Unit is designated on the Drawings by a unit number. The Unit designations for the thirty-five (35) units are set forth on Exhibit A. The Drawings are set forth on Exhibit D.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the lower floor, and the unfinished interior surface of the upper floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space, all within the buildings as constructed or as reconstructed in substantial accordance with the original drawings. Without limiting the generality of the foregoing, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

(2) all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefore;

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

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

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

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve only the Unit or the fixtures located

therein, and which are located within the bounds of the Unit, or within the exterior walls of the Unit; and

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(i) any structural element of the building contained in interior walls; and

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

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

ARTICLE VI. COMMON AND LIMITED COMMON AREAS

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

Except for easements for completing improvements in the Condominium, and except in its capacity as a Unit Owner of unsold Units, the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. Limited Common Elements – Description. The Limited Common elements differ depending on the type and location of the Unit and are shown on the drawings. The following is a list of the types of Limited Common elements that exist: patios, parking spaces, private terraces, roof top terraces, storage units. All such Limited Common Elements are reserved for the exclusive use of the owners and Occupants of the Unit(s) designated to be served by the same.

Section 3. Undivided Interest . The initial undivided interest in the Common Elements of each Unit is set forth on Exhibit A. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

ARTICLE VII. UNIT OWNERS' ASSOCIATION

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

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

Section 3. Voting Rights. Voting rights of Unit Owners and their spouses are 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 and Bylaws

. **Section 5. Bylaws** The initial Bylaws for the Association are attached hereto marked Exhibit C.

ARTICLE VIII. AGENT FOR SERVICE

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

Charles R. Griffith
522 N. State St.
Westerville, OH 43082

Charles R. Griffith shall continue as Agent for Service until the Board of Directors of the Association chooses to elect a new Agent for Service.

ARTICLE IX. MAINTENANCE AND REPAIR

Section 1. Association Responsibility. To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefore, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees and walkways, and, provided, however, that the Association shall not be required to provide cleaning or housekeeping with respect to Limited Common Elements. To the extent that the Association receives any insurance proceeds allocable to damage or loss of any portion of a unit or the personal property of a Unit Owner, such proceeds, after deductibles, shall be made available to the Owner and the Owner's first mortgagee, subject to such reasonable requirements as the Board may impose for repair and replacement of the Unit. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to common elements, that exceed the time periods for the Declarant's warranty under 5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain, at the cost of the Unit owner (except where such repair and maintenance is the result of a matter covered by the Association's insurance, in which event the Association shall hold insurance proceeds for the benefit of the Unit Owners and their mortgages, as their interest may appear, and shall make the insurance proceeds available to the Unit Owner to reimburse the Unit Owner for the cost of such repair and maintenance), the Unit and all components thereof, owned by that Unit Owner, and provide cleaning and housekeeping with respect to the Limited Common Elements appurtenant to the Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefore; and cleaning and housekeeping of the interior of the Limited Common Elements and any improvements therein. In the event a Unit Owner shall fail to make any such repair or perform such maintenance or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or any guest or invitee of the owners or occupants, or is as a result of the

failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty express, implied, or imposed by law, then in any such event the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association shall constitute a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary or has been so caused, shall be made by the Board.

ARTICLE X. UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. In the event any utility service in not separately metered the cost thereof shall be a common expense and paid by the Association.

ARTICLE XI. INSURANCE

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "at risk" endorsement, where such is available in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. The cost of this insurance shall be a common expense, payable by the Association. This insurance:

(a) may provide coverage for built-in or installed improvements, fixtures, and equipment, and shall provide coverage of all interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be part of Units;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the latest edition of Best's Insurance Reports, or its successor guide;

(c) shall contain or have attached the standard mortgage clause commonly accepted by institutional mortgage holders, insurers, and guarantors, which (i) must provide that the insurance carrier shall notify the Association and all holders for first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as trustee for each Unit Owner and each such Unit Owner's mortgagee;

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

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the

Unit Owners and Occupants, with such limits as the Board my determine, but no less one million dollars, ($1,000,000.00), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, other Unit Owners. Regardless of the foregoing, each Unit Owner shall obtain its own liability insurance, recognizing that liability insurance carried by the Association will not insure against liability risk claims or losses arising with respect to a Unit or occurrences therein.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law including, without limitation, workers' compensation, flood insurance, fidelity insurance or other such insurance as the Board may determine. Insurance obtained by the Association, shall be paid by the Association as a Common Expense.

Section 4. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interest 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 5. Unit Owner 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 furnishing, 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 a 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 6. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the

Association and the insurance proceeds shall be applied by the Board in payment therefore; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and eligible holder of first mortgages, 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 7. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of the 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 interest in the Common Elements. Should any unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 8. Compliance with Institutional Requirements. Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium.

ARTICLE XII. RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. Obligation to Restore. In the event of damage to or destruction of all or any part of a building, structures or fixtures constituting a part of the Condominium Property, the Association shall promptly restore or replace the same, unless an election is made in accordance with the requirements of this Article, not to do so.

Section 2. Election not to Restore. The Association may, with the unanimous consent (obtained within sixty (60) days after such damage or destruction) of Unit Owners and the unanimous consent of eligible holders of first mortgages on Units, determine not to repair or restore such damage or destruction. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) in proportion to the damage done to their interest by the failure of such damage, destruction or taking to be repaired or restored.

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 an 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 the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit Owners and their mortgagees as their interest may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its

election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, 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 such 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 improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specification therefor approved unanimously by Unit Owners and unanimously by the holders of eligible first mortgages on Units. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owner, and their first mortgagees, as their interest may appear, in proportion to the relative undivided interest of the Units in the Common Elements. Notwithstanding the foregoing, in the event that any Unit could not reasonably be restored to a condition comparable to that which existed prior to the damage or destruction, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interest may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interest shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interest were prior to such damage or destruction. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interest prior to such damage or destruction.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award 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 the land, is coupled with an interest, and is irrevocable.

ARTICE XIV. GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right and easement for access to and from his, her or its Unit, and a right and easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owners' right of enjoyment to the Common Elements and to ingress to and egress to the Occupants of that Owner's Unit and the officers, employees, licensees and invitees of that Occupant.

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

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

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

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

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

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements (a) for a one (1) year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contract of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such

easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvement damaged by the Declarant's use of such easements.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

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

ARTICLE XV. ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements; and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time that any Unit Owner is to be charged Assessments by the Association (for the Association's first, partial fiscal year), and thereafter, prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
c. the estimated next fiscal year's costs for utility services not separately metered;
d. the estimated amount required to be collected to maintain a working capital reserve fund in an amount deemed adequate by the Board for estimated common expenses for each Unit, to assure availability of funds for normal operation of the Association;
e. an amount deemed adequate by the Board, for the repair and replacement of major capital items in the normal course of operations without the necessity

of special assessments; and for the funding of insurance deductibles in the event of casualty loss;

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

(2) 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 annual Operating Assessment for each separate Unit commencing on the first day of the first month following the recordation of this Declaration, or such later date as established by the Board. For administrative

convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The annual Operating Assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying Assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

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

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual Operating Assessment, the Board may levy, in any fiscal year, special assessment to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefore are insufficient.

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

(c) Special Individual Unit Assessments. The Board may levy an Assessment against an individual Unit, or Units, to reimburse the Association for the costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner; the cost of insurance premiums separately billed to a Unit Owner; the cost of cleaning debris from and the housekeeping of the Unit's Limited Common Elements where, in the opinion of the Board, the owner has allowed the same to become unsightly; penalties and charges imposed pursuant to Rules and Regulation of the Board for violations of the Declaration, By Laws and Rules and Regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, By-Laws, Rules and Regulations). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall

have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessments. Any assessment 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 the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

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

(a) Interest, fees and costs. If any Assessment, or any installment or portion of any Assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board of its option, without notice or demand, may charge additional amounts for: (i) reasonable, uniform administrative late fees as determined by the Board from time to time; (ii) enforcement chares and collection costs (including, without limitation, attorneys and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency; (iii) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time determine; and (iv) any other charges authorized by the Declaration, By-Laws or the Rules and regulations promulgated by the Board, (collectively referred to herein as the interest, fees and costs), all to the extent not prohibited by Ohio law.

(b) Application of Payments. Payments made by a Unit Owner for Assessments shall be applied: first, for the payment of interest accrued on the delinquent installments or portions of unpaid Assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined; second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit; third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency; fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

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

(d) Expiration of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefore, unless

sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

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

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

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

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

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

Section 6. Subordination of the Lien to First Mortgages. The lien for delinquent Assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivision and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party. Such new title holder (either a lender taking title by deed-in-lieu of foreclosure or other remedy in lieu of foreclosure, or a purchaser at foreclosure sale in which the Association has been joined and property served as a party) shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to foreclosure sale or deed-in-lieu of foreclosure sale, but shall be liable for (and the Association shall have all rights of lien and collection with respect to) any assessments or charges against the mortgaged Unit which became due and payable after such foreclosure sale or conveyance by deed-in-lieu of foreclosure.

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

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

ARTICLE XVI. NOTICES TO MORTGAGEES

Any holder, insurer, guarantor or servicer of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address), shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of: (i) any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgage Liens must consent pursuant to the provisions of this Declaration; (ii) any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken); (iii) any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder; (iv) 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; (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (vi) any decision by the Association to renew or rehabilitate the Condominium Property; (vii) any decision by the Association to construct significant new capital improvements or not replacing existing improvements; (viii) times and places of Unit Owners' meetings; (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 holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days; (x) any decision by the Association to establish self-management when professional management had been required previously by an Eligible holder of a first mortgage lien; and (xi) any proposed action which requires the consent of a specified percentage of Eligible holders of first mortgage liens.

ARTICLE XVII. AMENDMENTS

Section 1. Requirements. Except as otherwise specifically provided herein, additions to, changes in, termination of, or amendment to this Declaration (or the other Condominium Organizational Documents) shall require: (a) the written consent of 75% of the Unit Owners; and (b) the consent of 51% of eligible holders of first mortgages on Units.

Notwithstanding any provision in this Declaration to the contrary, any amendment to the Declaration or By-Laws of a material adverse nature to mortgagees, or any action to terminate the condominium, shall also require consent of mortgagees holding mortgages on Units having at lease fifty-one percent (51%) of the voting power of Units which are subject to mortgage liens.

A mortgagee or an eligible holder of a first mortgage on a unit, who receives a written request to approve amendments or actions pursuant to this article XVII, who does not deliver or

post to the requesting party a negative response within sixty (60) days after it receives such request (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

Section 2. Amendments not requiring consent of Owners or Lenders. Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or By-Laws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

(a) Amendments by Declarant to Address Compliance and Other Issues. The Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents: (i) to the extent necessary to conform to the requirements than governing the purchase or insurance of mortgages by Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

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

(1) To meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;
(2) To meet the requirements of insurance underwriters;
(3) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;
(4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or
(5) To designate a successor to the person named to receive service of process for the Association.

Section 3. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration and shall contain a certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of the county in which the Condominium Property is located.

ARTICLE XVIII. TAX ABATEMENT

The Property upon which the Condominium has been erected received a conditional approval from the Housing Administrator, Department of Development, City of Columbus, for a partial tax abatement for up to 12 years. The amount of the abatement and the date upon which it begins has not been determined.

ARTICLE XIX. GENERAL PROVISIONS

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

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decision made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 22nd day of September_2016.

Windsor Lofts, LLC

By: _____
Alexius J. Dorsey, its managing member

STATE OF OHIO
SS:
COUNTY OF Franklin

This instrument was acknowledged before me by Windsor Lofts, LLC, by Alexius J. Dorsey, its Managing Member, this 22nd day of September 2016.

_____
Notary Public

JOSHUA J. FRAVEL, Attorney at Law
Notary Public, State of Ohio
My Comm. has no expiration date
Section 147.03 R.C.

EXHIBIT A

UNIT NUMBER	UNIT TYPE	LIMITED COMMON ELEMENTS	% INTEREST IN COMMON ELEMENTS
360	360	Patio	1.37
364	364	Patio	2.12
365	365	Patio	1.37
366	366	Patio	2.12
371	371	Patio	2.12
201	D	Terrace, parking space	3.03
202	C	Parking space	3.03
204	A	Parking space	3.03
205	A	Parking space	3.03
206	A	Parking space	3.03
207	A	Parking space	3.03
208	A	Parking space	3.03
209	A	Parking space	3.03
210	A	Parking space	3.03
211	A	Parking space	3.03
212	A	Parking space	3.03
213	B	Parking space	3.03
214	D	Parking space	3.03
216	A	Parking space	3.03
217	D	Terrace, parking space	3.03
218	C	Parking space	3.03
301	D	Rooftop patio, parking space	3.03
302	E	Terrace, rooftop patio, parking space	3.03
304	A	Rooftop patio, parking space	3.03
305	A	Rooftop patio, parking space	3.03
306	A	Rooftop patio, parking space	3.03
307	A	Rooftop patio, parking space	3.03
308	A	Rooftop patio, parking space	3.03
309	A	Rooftop patio, parking space	3.03
310	A	Rooftop patio, parking space	3.03
311	A	Rooftop patio, parking space	3.03
312	A	Rooftop patio, parking space	3.03

313	B	Rooftop patio, parking space	3.03
314	E	Terrace, parking space	3.03
316	D	Rooftop patio, parking space	3.03

EXHIBIT B

UNIT SIZE

Unit Type	Square Footage
360	677
364	939
365	723
366	882
371	936
A	1,275
B	1,493
C	1,295
D	1,410
E	1,275

EXHIBIT C

BY-LAWS (Code of Regulations) of
Vetro Lofts Condominium Owners Association

ARTICLE I. NAME AND LOCATION

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

ARTICLE II. DEFINITIONS

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

ARTICLE III. UNIT OWNERS (MEMBERS)

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

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

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of the Declarant, or upon written request of the Unit Owners other than the Declarant entitled to exercise twenty percent (20%) or more of the voting power of Unit Owners other than the Declarant, and when required by the Condominium act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Unit Owner entitled to vote thereat, 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 lest seven (7) days before the

meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit Owners present, in person or by proxy, at any duly called and notice meeting of Unit Owners, shall constitute a quorum for such meeting.

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

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

Section 8. Voting Rights Apportionment. The owner of each Unit shall have one vote in the Association for each Unit in the Condominium owned in fee-simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit. There will be 35 units in the Condominium, and the owners of each Unit, will be entitled to exercise 1/35 of the voting power of the Association.

Section 9. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV. BOARD OF DIRECTORS

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

Section 2. Successor Directors. No later than sixty (60) days after Units to which 25% of the undivided interest in the Common elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six Directors. The unit Onwers other than the Declarant shall elect two (2) of the Directors at such meeting and the Declarant shall designate the other four (4) Directors, which (6) Directors shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interest referred to in this and the following paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the total number of units (35).

Within sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common elements appertain, but in not event later than the third anniversary of the establishment of the Association, the Association shall me and all Unit Owners, including the Declarant, shall appoint six (6) Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. (The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.) The Two (2) Directors receiving the most votes shall serve 3 year terms, the two receiving the 3rd and 4th highest number of votes shall serve 2 year terms and the 2 receiving the least number of votes shall serve 1 years terms. Thereafter, all terms shall be 3 years. All Directors must be Unit Owners or the spouses of Unit Owners.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

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

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

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

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

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

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

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

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

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

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

Section 13. Powers. The Board shall exercise all powers and authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights under law, and under the provisions of

the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

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

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

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

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

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

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

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

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

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

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

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

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

(m) Promulgate rules and procedures and impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property;

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

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

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

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

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

(s) Exercise powers that are:

(1) Conferred by this Declaration or the By-Laws, or the law of the State of Ohio;
(2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;
(3) Permitted to be exercised in Ohio by a not-for-profit corporation; or
(4) Necessary and proper for the government and operation of the Association.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting of one-half (½) or more of the voting power of Unit Owners;

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

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

(i) fix the amount of assessments against each Unit;
(ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
(iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

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

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

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

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

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

ARTICLE V. OFFICERS

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

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

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of who 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.

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

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

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

ARTICLE VI. PROCEDURES FOR ENFORCEMENT OF VIOLATIONS.

Section 1. Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

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

(b) The amount of the proposed charge or assessment;

(c) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing pursuant to this Article; and

(e) A reasonable date by which the Unit Owners must cure the violation to avoid the proposed charge or assessment.

Section 2. Hearing. A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth (10^{th}) day after receiving the notice provided in the Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damage or enforcement assessment referenced in the notice provided in this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven (7) days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge of assessment to the Unit Owners.

Section 3. Manner of Notice. Any notice required under this Section to be served:

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

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

ARTICLE VII. BOOKS AND RECORDS

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

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

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

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

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

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

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

ARTICLE VIII. AUDITS

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

1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of the Unit Owners; and

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

ARTICLE IX. FISCAL YEAR

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

ARTICLE X. AMENDMENTS

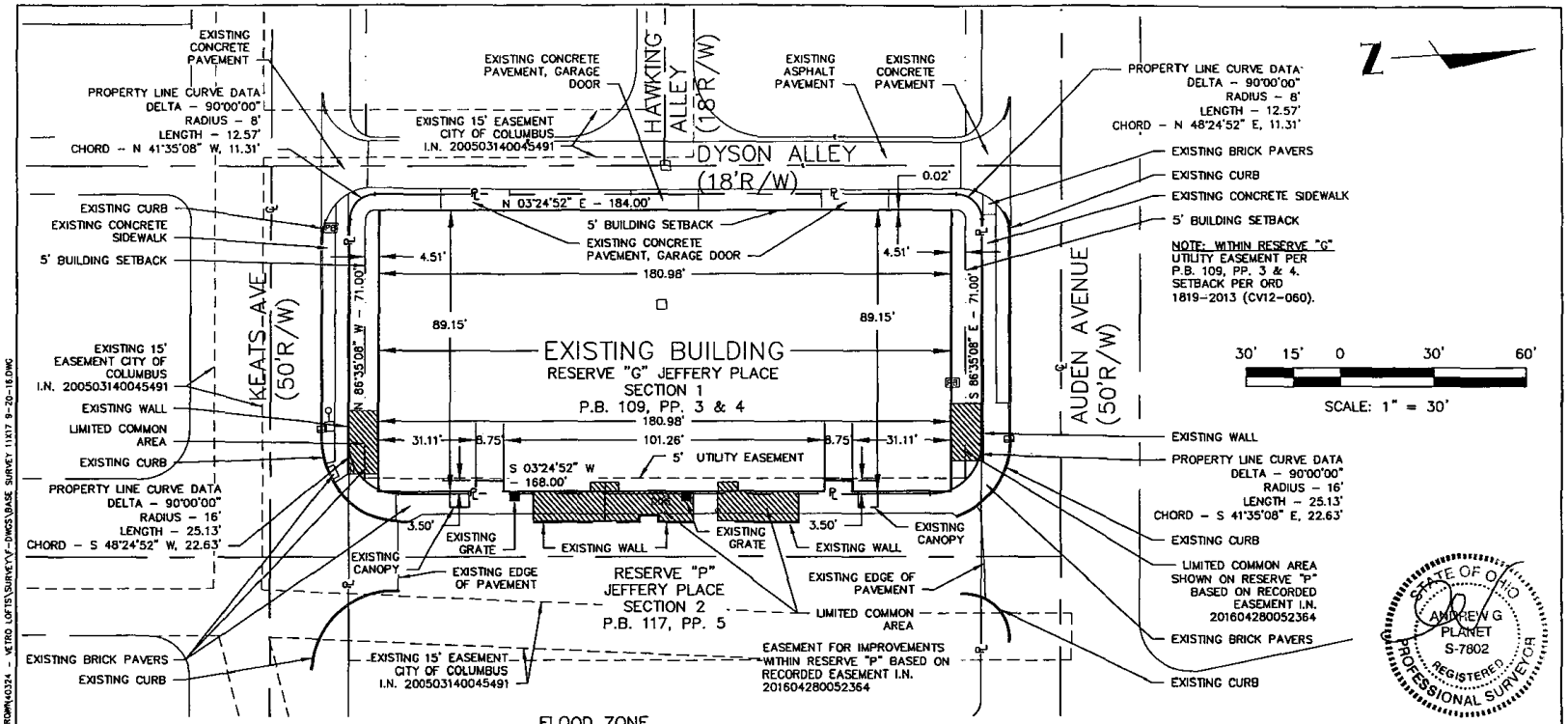
Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered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

IN WITNESS WHEREOF, all of the members of the Association, have caused these Bylaws to be duly adopted on or as of the 14th day of September 2016.

Vetro Lofts Condominium Owners Association
By: Windsor Lofts, LLC, Sole Member

By: _____
Alexius J. Dorsey, Member

FRANKLIN COUNTY, OH Recorded: 02/02/2017 08:28:06 AM Instrument # 201702020016172 Page: 39 of 49



SEE ATTACHED FLOOR PLANS AND ELEVATION DRAWINGS FOR SPECIFIC UNIT LOCATIONS, INTERIOR COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS ARE COMMON AREAS.

BASIS OF BERINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE BERINGS SHOWN ON JEFFERY PLACE SECTION 1, PLAT BOOK 109, PAGE 4.

LIMITED COMMON AREA –

FLOOD ZONE

BY GRAPHICAL PLOTTING ONLY, THE SUBJECT PREMISES IS LOCATED IN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL FLOODPLAIN), AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AND SHOWN ON THE FLOOD INSURANCE RATE MAP, 39049C0326K, EFFECTIVE DATE: JUNE 17, 2008.

BENCH MARKS

SOURCE BENCH MARK

COC16-82
ALUMINUM PLUG IN CONCRETE MONUMENT ON THE NORTH SIDE OF 2ND AVENUE, AT RESIDENCE NO. 638, 100 FEET EAST OF THE CENTERLINE OF NINTH STREET.
ELEVATION = 804.12 (NAVD 88)

THIS PLAT WAS PREPARED BY BRH GROUP, INC.

I HEREBY CERTIFY THAT THIS DRAWING, CONSISTING OF SHEET 1 OF 11, ACCURATELY REFLECT THE LOCATION OF IMPROVEMENTS AND RECORDED EASEMENTS LISTED IN A CURRENT TITLE COMMITMENT (NOT PROVIDED), AND THE TOP OF SLAB ELEVATIONS SHOWN ON SHEET 11 OF 11 ARE BASED ON A FIELD SURVEY COMPLETED BY BRH GROUP, INC.

9-20-2016
ANDREW G. PLANET — DATE
PROFESSIONAL SURVEYOR No. 7802

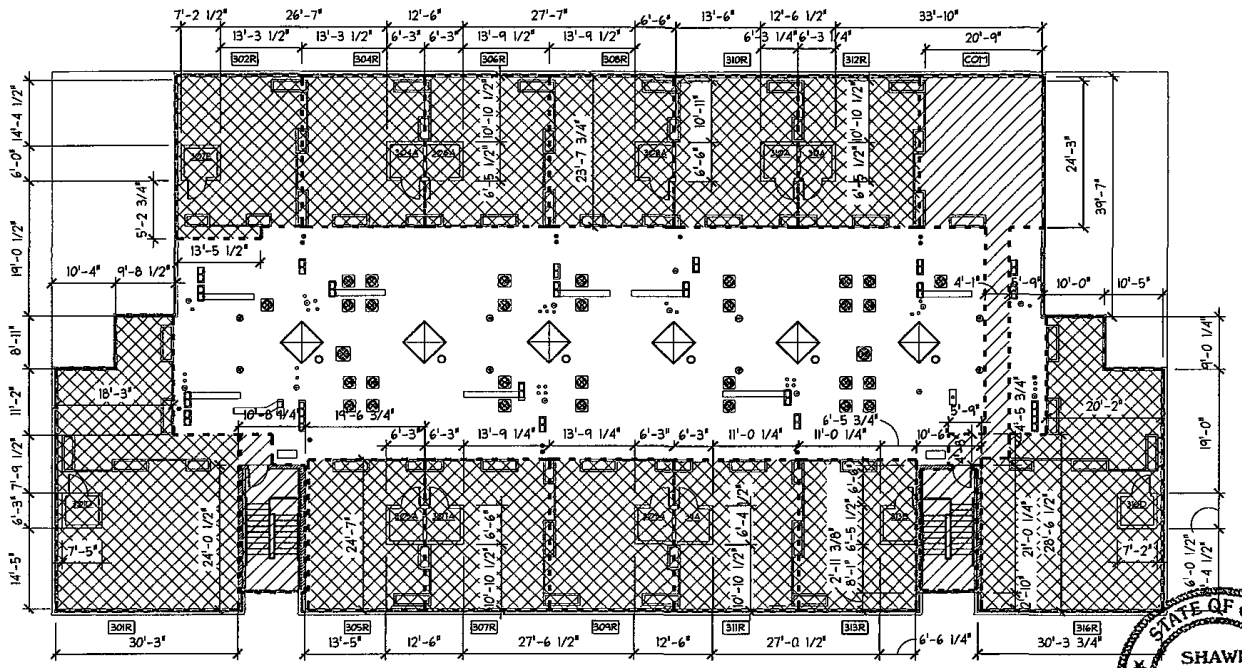
BRH Group, Inc.
Engineering & Surveying
1500 West Third Avenue
Suite 102
Columbus, Ohio 43212
Phone: (614) 220-9122
Email: info@brhgroup.com

COLUMBUS, OHIO
VETRO LOFTS
CONDOMINIUM DRAWING
SCALE: 1" = 30' 9/20/2016

Exhibit D

Plot Date & Time: 9/21/2016 8:38 AM User: STEVE BROWN\4324 - VETRO LOFTS\SURVEY\Y-DWGS\BASE SURVEY 11X17 9-20-16.DWG

FRANKLIN COUNTY, OH Recorded: 02/02/2017 08:28:06 AM Instrument # 201702020016172 Page: 40 of 49



Roof Decks

LEGEND

DASHED LINE INDICATES BOUNDARY OF AREA

LIMITED COMMON AREA COMMON AREA

TAGS

COM COMMON AREA
LCOM LIMITED COMMON AREA
CONDO NUMBER
G=GARAGE, R=ROOF DECK OR TE
UNIT NUMBER
FLOOR #

NOTE: LEGEND AND TAGS ARE TYPICAL ALL PAGES

NOTES:

- SOME OF DECK HATCHING HAS BEEN GRAPHICALLY OMITTED TO MAKE DIMENSIONS EASIER TO READ, IN COMPLETED STATE DECKING SHOULD BE PRESENT.
- RAILINGS AND STAIR ENCLOSURES WERE BUILT AT THE TIME OF THIS BUILDING SURVEY AND CONFIRMED. PLANTERS, DECKING AND DIVIDING WALLS WERE "(NOT YET COMPLETED)".

Architect's Certification:

"I certify that this drawing, accurately shows each unit of The Vetro Condominiums, as constructed, and is made for the sole purpose of complying with the provisions of O.R.C.5311.07."

9/26/2016
Registered Architect

STATE OF OHIO
SHAWN C. BOGENRIFE
15721
REGISTERED ARCHITECT

Bogenrife Architecture LLC
P: 614.310.5922
C: 513.379.2454
1443 Snowmass Road Columbus, OH 43235

Vetro Lofts
801 Civitas Avenue
Columbus, Ohio 43215
Project # 1617

Vetro Lofts
Date: July 29, 2016

3rd Floor Mezzanine

Architect's Certification:

"I certify that this drawing, accurately shows each unit of The Vetro Condominiums, as constructed, and is made for the sole purpose of complying with the provisions of O.R.C.5311.07."

Registered Architect 9/26/2016

STATE OF OHIO SHAWN C. BOGENRIFE 15721 REGISTERED ARCHITECT

Vetro Lofts Date: July 29, 2016 Page 3 of 11	Vetro Lofts 801 Civitas Avenue Columbus, Ohio 43215 Project # 1617	Bogenrife Architecture LLC P: 614.310.5922 C: 513.379.2454 1443 Snowmass Road Columbus, OH 43235

I certify that this drawing, accurately shows each unit of The Vetro Condominiums, as constructed, and is made for the sole purpose of complying with the provisions of O.R.C.5311.07."

STATE OF OHIO
SHAWN C. BOGENRIFE
REGISTERED ARCHITECT
13721

Registered Architect

9/26/2016

Vetro Lofts Date: July 29, 2016 Page 4 of 11	Vetro Lofts 801 Civitas Avenue Columbus, Ohio 43215 Project # 1617	Bogenrife Architecture LLC P: 614.310.5922 C: 513.379.2454 1443 Snowmass Road Columbus, OH 43235

FRANKLIN COUNTY, OH Recorded: 02/02/2017 08:28:06 AM Instrument # 201702020016172 Page: 42 of 49

Vetro Lofts Date: July 29, 2016 Page 5 of 11	Vetro Lofts 801 Civitas Avenue Columbus, Ohio 43215 Project # 1617	Bogenrife Architecture LLC 1443 Snowmass Road Columbus, OH 43235 C: 513.379.2454 P: 614.310.5922

2nd Floor Mezzanine

I certify that this drawing, accurately shows each unit of The Vetro Condominiums, as constructed, and is made for the sole purpose of complying with the provisions of O.R.C.5311.07."

Registerd Architect 9/02/2016

STATE OF OHIO SHAWN C. BOGENRIFE 15721 REGISTERED ARCHITECT

2nd Floor

Architect's Certification:

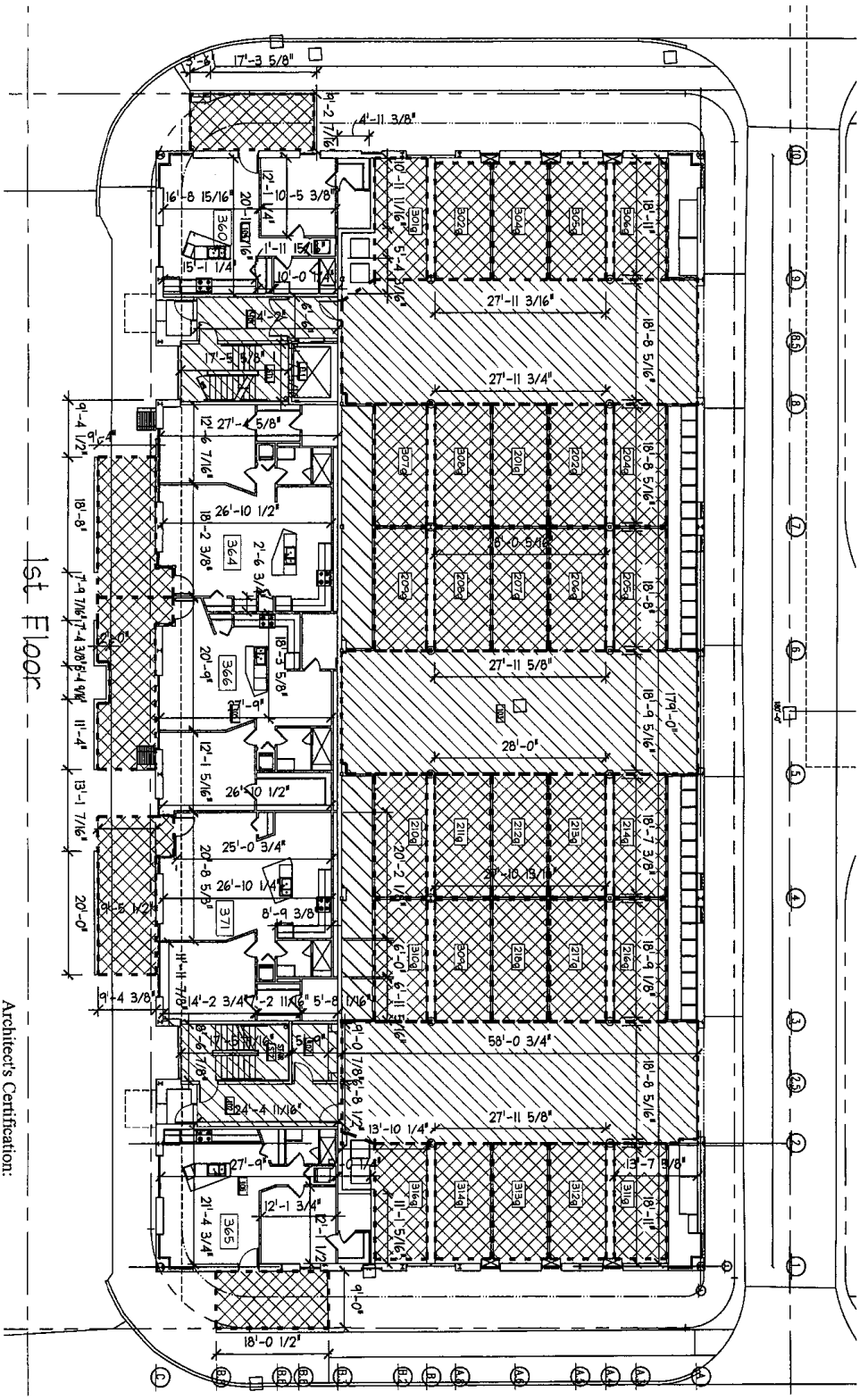
I certify that this drawing, accurately shows each unit of The Vetro Condominiums, as constructed, and is made for the sole purpose of complying with the provisions of O.R.C.5311.07."

STATE OF OHIO
SHAWN C. BOGENRIFE
15731
REGISTERED ARCHITECT

Registered Architect 7/26/2016

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FRANKLIN COUNTY, OH Recorded: 02/02/2017 08:28:06 AM Instrument # 201702020016172 Page: 44 of 49



NOTES:

- PATIO WALLS WERE BUILT AT THE TIME OF THIS BUILDING SURVEY AND CONFIRMED. PATIOS BRICKS AND PLANTERS WERE "(NOT YET COMPLETED)".

Architect's Certification:

"I certify that this drawing, accurately shows each unit of The Vetro Condominiums, as constructed, and is made for the sole purpose of complying with the provisions of O.R.C.5311.07."

Registered Architect

Vetro Lofts Date: July 29, 2016 Page 7 of 11	Vetro Lofts 801 Civitas Avenue Columbus, Ohio 43215 Project # 1617	Bogenrife Architecture LLC P: 614.310.5922 C: 513.379.2454 1443 Snowmass Road Columbus, OH 43235

Basement

Architect's Certification:

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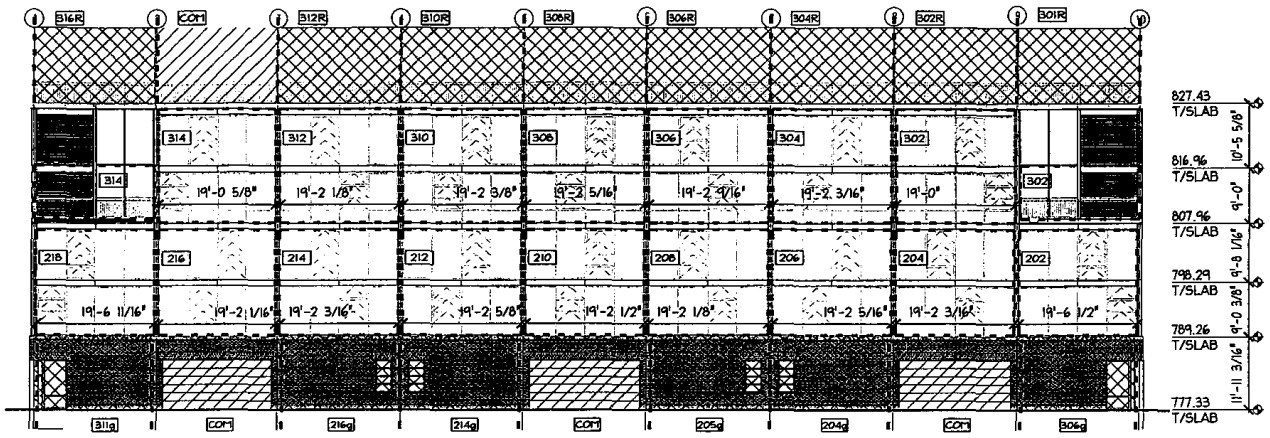
STATE OF OHIO
SHAWN C. BOGENRIFE
15721
REGISTERED ARCHITECT

Registered Architect 7/26/2016

Vetro Lofts Date: July 29, 2016 Page 8 of 11	Vetro Lofts 801 Civitas Avenue Columbus, Ohio 43215 Project # 1617	Bogenrife Architecture LLC P: 614.310.5922 C: 513.379.2454 1443 Snowmass Road Columbus, OH 43235

FRANKLIN COUNTY, OH Recorded: 02/02/2017 08:28:06 AM Instrument # 201702020016172 Page: 46 of 49

FRANKLIN COUNTY, OH Recorded: 02/02/2017 08:28:06 AM Instrument # 201702020016172 Page: 47 of 49



West

RESPONSIBILITY

1. THE SURVEYOR CONFIRMED VERTICAL DIMENSIONS (ELEVATIONS).
2. THE ARCHITECT CONFIRMED HORIZONTAL DIMENSIONS AND UNIT NUMBERS.

BENCH MARKS

SOURCE BENCH MARK

COC16-82
ALUMINUM PLUG IN CONCRETE MONUMENT ON THE NORTH SIDE OF 2ND AVENUE, AT RESIDENCE NO. 638, 100 FEET EAST OF CENTERLINE OF NINTH STREET.
ELEVATION = 804.12 (NAVD 88)

STATE OF OHIO
SHAWN C. BOGENRIFE
15721
REGISTERED ARCHITECT

Architect's Certification:

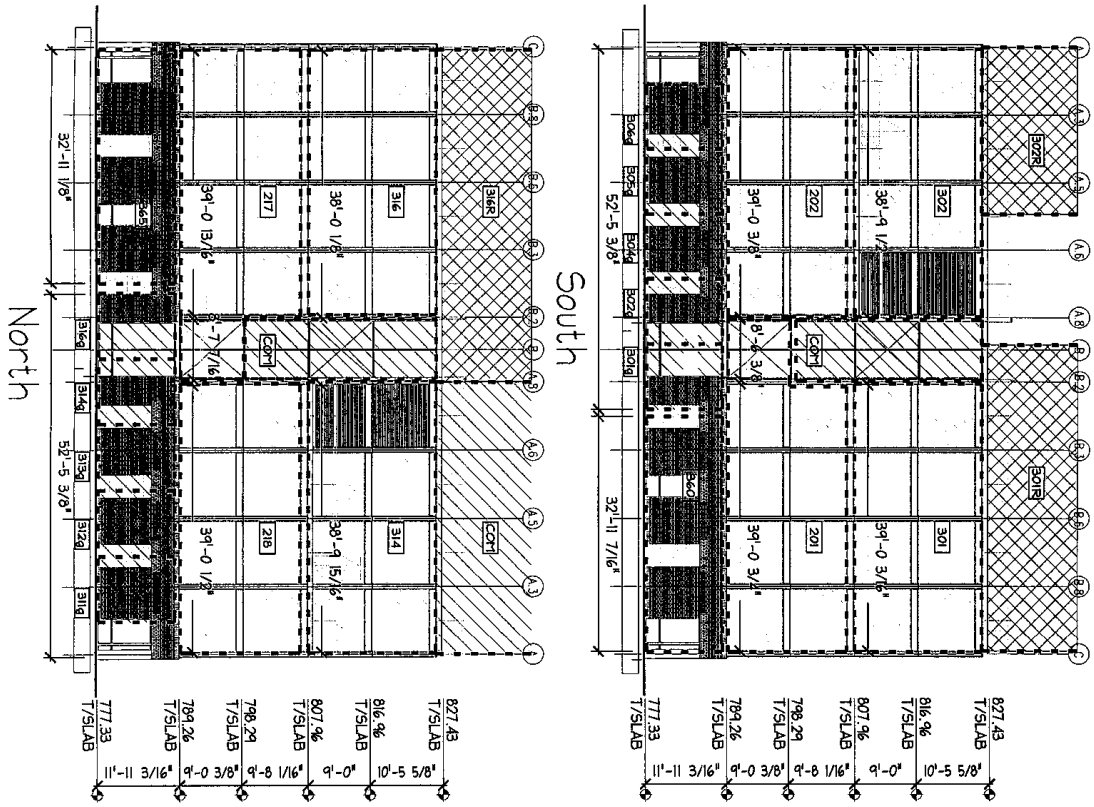
"I certify that this drawing, accurately shows each unit of The Vetro Condominiums, as constructed, and is made for the sole purpose of complying with the provisions of O.R.C.5311.07."

Registered Architect 12/6/2016

Bogenrife Architecture LLC
1443 Snowmass Road Columbus, OH 43235
P: 614.310.5922
C: 513.379.2454

Vetro Lofts
801 Civitas Avenue
Columbus, Ohio 43215
Project # 1617

Vetro Lofts
Date: July 29, 2016



RESPONSIBILITY

1. THE SURVEYOR CONFIRMED VERTICAL DIMENSIONS (ELEVATIONS).
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BENCH MARKS

SOURCE BENCH MARK

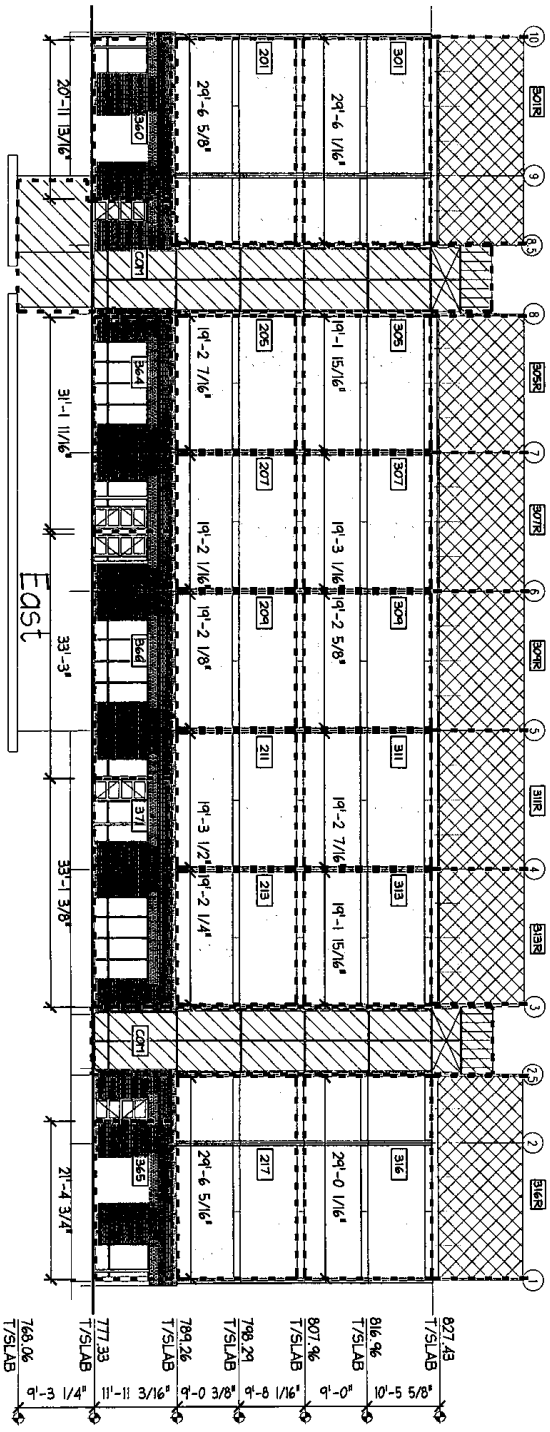
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Registered Architect

Vetro Lofts Date: July 29, 2016 Page 11 of 11	Vetro Lofts 801 Civitas Avenue Columbus, Ohio 43215 Project # 1617	Bogenrife Architecture LLC P: 614.310.5922 C: 513.379.2454 1443 Snowmass Road Columbus, OH 43235



RESPONSIBILITY

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BENCH MARKS

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