

32386
CERTIFICATE OF Amendment
See Deed Vol 3692
PAGE 477
11-7-78
G. SCHICK

& VOL 3566 PAGE 757

TRANSFERRED
FEB 23 1977
ARCH J. WARREN
AUDITOR
FRANKLIN COUNTY, OHIO

HOLD: CONDOMINIUM
FILES

Received FEB 23 1977 19 At 3:20 P
Recorded FEB 24 1977 19 In Franklin County
Recorder's Fee \$ 287.50
JAMES A. SCHAEFER, Recorder

DECLARATION OF

THE MEWS CONDOMINIUM AT MUIRFIELD

3970

The undersigned, Jentgen Development Company,
an Ohio corporation and the owner of the fee simple title to
the tract of land of 6.000 acres, more or less, hereinafter
described, does hereby submit said land, all buildings, struc-
tures and improvements thereon, and all easements, rights and
appurtenances belonging thereto, to the provisions of Chapter
5311 of the Revised Code of Ohio for the purpose of establishing
a condominium property.

1. The legal description of the land which hereby
becomes part of the condominium property is as follows:

Situated in the State of Ohio, County of Franklin,
Village of Dublin, being in Virginia Military Survey
No. 2545 and containing 6.000 acres of land, more or
less, said 6.000 acres being out of that tract of land
referred to as TRACT ONE and described in EXHIBIT A
of a deed to Muirfield Ltd., of record in Deed Book
3349, Page 584, Recorder's Office, Franklin County,
Ohio, said 6.000 acres being more particularly de-
scribed as follows:

Beginning, for reference, at the centerline intersection
of Memorial Drive, sixty feet in width, with Dunniker
Park Drive, fifty feet in width, as said intersection
is shown and delineated upon the recorded plat of Muir-
field Village Phase I, of record in Plat Book 49, Pages
84, 85, 86, 87 and 88, Recorder's Office, Franklin
County, Ohio; thence, from said reference point of be-
ginning, S 13° 59' 40" W, with the southerly extension
of the centerline of said Dunniker Park Drive, a dis-
tance of 30.00 feet to the true point of beginning at a
point of compound curvature in a southerly right-of-way
line of said Memorial Drive;

Thence, from said true point of beginning, eastwardly,
with a southerly right-of-way line of said Memorial
Drive and with the arc of a curve to the right having
a radius of 570.00 feet, a central angle of 12° 35' 28"
and a chord that bears S 69° 42' 36" E, a chord distance
of 125.01 feet to a point;

Thence S 26° 35' 08" W, radial to said curve, a distance
of 47.01 feet to a point;

Thence S 17° 29' 15" E, a distance of 131.40 feet to a
point in a northerly line of RESERVE E, as the same is

O-107-B
All of
793
Washington
Dublin Corp

Plat Book: 3 Page 741



535660433

designated and delineated upon said recorded plat of Muirfield Village Phase I;

Thence S 72° 30' 45" W, with a northerly line of said RESERVE E and with a northerly line of Lot 196 of said Muirfield Village Phase I, a distance of 746.64 feet to a corner of said Lot 196;

Thence N 17° 29' 15" W, with an easterly line of said Lot 196 and with said easterly line extended northerly, passing a northeasterly corner of said Lot 196 at a distance of 390.00 feet, a distance of 437.04 feet to a point in a curve in a southerly right-of-way line of said Memorial Drive;

Thence eastwardly, with a southerly right-of-way line of said Memorial Drive and with the arc of a curve to the left having a radius of 642.00 feet, a central angle of 17° 02' 16" and a chord that bears N 84° 30' 48" E, a chord distance of 190.21 feet to a point of reverse curvature;

Thence eastwardly, with a southerly right-of-way line of said Memorial Drive and with the arc of curve to the right having a radius of 1071.50 feet, a central angle of 28° 00' 00" and a chord that bears N 89° 59' 40" E, a chord distance of 518.44 feet to the true point of beginning and containing 6.000 acres of land more or less.

2. The name by which the condominium property shall be known is The Mews Condominium at Muirfield.
3. The condominium property shall be used only for residential purposes and other purposes appurtenant or incidental thereto. The condominium property and the use thereof shall be subject to the following terms, conditions, restrictions, reservations, agreements, covenants, obligations and charges:
 - (a) No unit shall be used for any purpose other than that of a dwelling place for a single private family and for purposes necessarily incidental thereto, and no common area and facility shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the unit owners and residents of the condominium property.
 - (b) No noxious or offensive activity or nuisance of any kind or character shall be committed, suffered or maintained on any part of the condominium property.
 - (c) No commercial activity shall be conducted in, upon or within any part of the condominium property.
 - (d) No structure of a temporary character, trailer, tent, shack, garage, accessory

building or outbuilding shall be used on the condominium property at any time as a residence, either temporary or permanent, and no boat or trailer shall be parked or stored at any time on the condominium property other than within a private garage.

- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the condominium property except a reasonable number of dogs, cats, or other household pets kept for other than commercial purposes which do not annoy or disturb other residents of the condominium property.
- (f) Trash, garbage or other waste shall not be dumped, deposited or permitted to remain on any part of the common areas and facilities except in covered, sanitary containers, which containers shall be kept within buildings or concealed from view by walls, fences or landscaping sufficient to provide a permanent screen at all times of the year. No open fires shall be permitted on any part of the common areas and facilities except in outside cooking grills or devices.
- (g) No unit shall be occupied by any person as guest accommodations for such person of a hotel, motel, resort or recreation nature and, to that end, no person shall be permitted to occupy any unit pursuant to any lease, sublease or other rental agreement or arrangement for any period of time of less than one month.
- (h) Neither all nor any part of a unit nor any interest therein shall be sold, transferred or otherwise disposed of by the owner or owners thereof to any person, firm, corporation or organization other than The Mews Condominium at Muirfield Unit Owners' Association until and unless such owner or owners shall have obtained a bona fide offer therefor, informed said Unit Owners' Association through its board of managers of the identity of the offeror and offered the unit or the interest therein proposed to be sold, transferred or otherwise disposed of to said Unit Owners' Association at the same price and upon the same terms and conditions contained in said bona fide offer. If the board of managers of said Unit Owners' Association shall either reject said offer to it or fail to accept the same within 15 days from the date of receipt thereof, such unit or interest therein may be sold, transferred or otherwise disposed of to such offeror at the same price and upon the same terms and conditions contained in said bona fide offer, and such Unit Owners' Association shall, upon request, certify by a separate instrument or upon the instrument of conveyance to such

offeror the fact of its rejection of or failure to accept the offer to it. The rights of said Unit Owners' Association to purchase or otherwise acquire units or interests therein pursuant to the provisions of this paragraph shall be inapplicable to leases for terms of one year or less, cases of bona fide gifts to a spouse, brother, sister, parent or child of the unit owner, conditional conveyances intended as security, transfers by way of devise or inheritance and sales at public auction pursuant to judicial proceedings.

In addition to the foregoing, the condominium property is subject to the conditions, covenants, restrictions and lien for assessments which are set forth in the warranty deed of record in Deed Book 3451, page 863, Recorder's Office, Franklin County, Ohio, as amended by instruments of record in Deed Book 3477, page 72, Deed Book 3502, page 809, and Deed Book 3511, page 499, said Recorder's Office.

4. There are thirty-one buildings which are parts of the condominium property. Six buildings contain the residential living areas of a total of thirteen units and the garage areas of a total of eleven units. Ten buildings contain the residential living areas of a total of nineteen units, and fifteen buildings contain the garage areas of a total of twenty-one units. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick, stone and drywall. There are cedar shake roofs on the buildings, and the exteriors of the building walls are constructed of stone and wood.

5. There are thirty-two units of the condominium property, each containing a residential living area and a garage area. The residential living areas of twenty-one of the units are two-story townhouses, and one of such units also has a basement. The residential living areas of eleven units are one and one-half story ranch-style dwellings with an attic room, and four of such units have basements. The boundaries of each unit are the interior surfaces of the most interior structural members of

such unit's perimeter walls, floors and ceilings. Windows and doors in the perimeter walls and the concrete floors of each unit are parts of the unit. All parts of a building in which a unit is situated which are within the boundaries of the unit (including, without limitation, all drywall, paneling, floor coverings and other materials attached to the structural members of any of its perimeter walls, floors and ceilings and all plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are designed to serve only such unit) are parts of the unit except for the structural members of supporting walls and fixtures and other parts of such building which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property. Each unit has immediate access to one or more of the following: patios, decks, stoops, balconies, doorsills, walks and driveways. The patios, decks, stoops, balconies, doorsills, walks and driveways to which the units have immediate access connect with yards, walks and Strathmore Lane, a private street, which provide access to Memorial Drive, a public street. All particulars of the units and the buildings in which they are situated are shown graphically on the drawings attached hereto. The units are numbered consecutively from 1 to 32, inclusive, and on the drawings the units have letter suffix designations. The suffix designations "TH" and "th" indicate that the residential living area of a unit is a two-story townhouse. The suffix designations "R" and "r" indicate that the residential living area of a unit is a one and one-half story ranch-style dwelling with an attic room. The suffix designations "G" and "g" indicate the garage area of a unit. Units 15 through 19, both inclusive, are the units which have basements. A table follows which sets forth the numbers for the units and their respective percentages of interest in the common areas and

facilities, approximate residential living areas (including basement) in square feet, approximate garage areas in square feet, number of stories of their residential living areas (including basement), number of rooms of their residential living areas (exclusive of baths), number of baths in their residential living areas and the letter designations of the buildings in which the residential living areas of the respective units are situated.

Unit Number	Percentage of Interest in Common Areas and Facilities	Approximate Residential Living Areas, Including Basement (Sq. ft.)	Approximate Garage Area (Sq. ft.)	Stories of Residential Living Area, Including Basement	Number of Rooms of Residential Living Area, Exclusive of Baths	Number of Baths in Residential Living Area	Building Containing Residential Living Area
1	3.1033	2246	525	2	7	3	A
2	3.1033	2246	525	2	7	3	B
3	3.1033	2246	525	2	7	3	B
4	3.1033	2246	525	2	7	3	B
5	3.1033	2246	525	2	7	3	C
6	3.1033	2246	525	2	7	3	C
7	2.9970	1946	546	1-1/2	6	2-1/2	D
8	3.1033	2246	525	2	7	3	D
9	3.1033	2246	525	2	7	3	D
10	3.1033	2246	525	2	7	3	E
11	3.1033	2246	525	2	7	3	E
12	3.1033	2246	525	2	7	3	E
13	3.1033	2246	525	2	7	3	F
14	3.1033	2246	525	2	7	3	F
15	3.3520	3716	525	2-1/2	11	3-1/2	F
16	3.3520	3716	525	2-1/2	9	3-1/2	F
17	3.5470	3522	525	3-1/2	10	4	G
18	3.3520	3716	525	2-1/2	11	3	H
19	3.3520	3716	525	2-1/2	8	3-1/2	H
20	2.9970	1946	525	1-1/2	6	2-1/2	J
21	2.9970	1946	525	1-1/2	6	2-1/2	J
22	3.1033	2246	546	2	7	3	K
23	2.9970	1946	525	1-1/2	6	2-1/2	K
24	2.9970	1946	525	1-1/2	6	2-1/2	L
25	2.9970	1946	525	1-1/2	6	2-1/2	M
26	3.1033	2246	525	2	7	3	N
27	3.1033	2246	525	2	7	3	N
28	3.1033	2246	525	2	7	3	O
29	3.1033	2246	525	2	7	3	P
30	3.1033	2246	525	2	7	3	P
31	2.9970	1946	525	1-1/2	6	2-1/2	P
32	3.1033	2246	525	2	7	3	Q

6. The common areas and facilities of the condominium property, undivided interests in which are owned by the unit owners in such percentages as are expressed in the table hereinbefore set forth, consist of the land; the structural members of supporting walls and fixtures and other parts of the buildings which are within the boundaries of the units but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property; and all parts of the condominium property situated outside the boundaries of the units, including, without limitation, the patios, decks, stoops, balconies, doorsills, walks, walls, fences, railings, yards, driveways, private street, utility lines, foundations, columns, girders, beams, supports, supporting walls and roofs. The patios, decks, stoops, balconies, doorsills, walks and driveways are limited common areas and facilities and are reserved for the exclusive use of the unit or units from which there is direct access to each such common area and facility or which each such common area and facility is designed to serve. Each unit also has as limited common areas and facilities reserved for the exclusive use of such unit yard areas which are designated as limited common areas and facilities on the survey plat which constitutes the first sheet of the drawings, one of which yard areas is situated to the rear of the residential living area of such unit and extends for its entire width and the other or others of which is or are marked on the drawings with the unit number of such unit. All plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are designed to serve only one unit but which are situated outside the boundaries of such unit (hereinafter called "limited exterior service facilities") are also limited common areas and facilities and are reserved for the exclusive use of the unit which they are designed to serve.

7. Each unit owner is entitled to exclusive ownership, use and possession of his unit, to ownership of an undivided interest in the common areas and facilities in such percentage as is heretofore expressed in this Declaration and to exclusive use and possession of the limited common areas and facilities reserved for the exclusive use of his unit. Ownership of a unit includes the right to exclusive possession, use and enjoyment of the interior surfaces of the most interior structural members of its perimeter walls, floors and ceilings and of the surfaces of the structural members of all supporting walls and fixtures and other parts of a building within its boundaries, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorate the same. However, in order to maintain an esthetically pleasing uniformity in the appearance of the exterior of the buildings and structures of the condominium property, windows and doors in the perimeter walls of the units shall be maintained in good order and repair by the owners thereof, and no painting, finishing, refinishing or decorating of any such window or door shall be done or performed without the prior written consent of the Board of Managers of The Mews Condominium at Muirfield Unit Owners' Association (hereinafter called the "Board of Managers").

8. Each unit is subject to the right of access for the purpose of maintenance, repair or service of any common area and facility located within its boundaries or any portion of the unit itself by persons so authorized by the Board of Managers. Each unit is also subject to the right of the Board of Managers to cause the windows and doors in its perimeter walls to be maintained in good order and repair and to be painted, finished, refinished or decorated by persons so authorized by the Board of Managers. However, no maintenance, repair, service, painting, finishing, refinishing or decorating of a window or door in a perimeter wall of a unit shall be so authorized unless the same

shall be necessary in the opinion of the Board of Managers to maintain an esthetically pleasing uniformity in the appearance of the exterior of the buildings and structures of the condominium property; and no maintenance, repair or service of any other portion of a unit shall be so authorized unless the same shall be necessary in the opinion of the Board of Managers for public safety or in order to prevent damage to or destruction of any other part of the condominium property.

9. Each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended. No unit owner may hinder or encroach upon the lawful rights of the other unit owners. Without the prior written consent of the Board of Managers, no unit owner shall have the right to paint, tile, wax, paper or otherwise finish, refinish or decorate any window or door in the perimeter wall of his unit or any of the common areas and facilities, including the limited common areas and facilities reserved for the exclusive use of his unit, other than the surfaces of the structural members of the supporting walls and fixtures and other parts of a building within its boundaries, and, except for limited exterior service facilities designed to serve his unit, no unit owner shall have the right, without such consent, to repair or service any of the common areas and facilities.

10. Each unit owner shall be a member of The Mews Condominium at Muirfield Unit Owners' Association, an Ohio corporation not for profit established for the administration of the condominium property and a true copy of the Bylaws of which are hereto attached and hereby made a part hereof.

11. Statutory Agent Corporation, an Ohio corporation whose place of business is 52 East Gay Street, Columbus, Ohio 43215, is hereby appointed to receive service of process for The Mews Condominium at Muirfield Unit Owners' Association.

12. All unit owners, their tenants and all persons lawfully in possession and control of any part of the condominium property shall comply with all covenants, conditions and restrictions set forth in a deed to which they are subject and the provisions of Chapter 5311 of the Revised Code of Ohio, this Declaration, the Bylaws of The Mews Condominium at Muirfield Unit Owners' Association and the administrative rules and regulations adopted pursuant thereto, as any of the same may be lawfully amended from time to time, and any violation thereof shall be grounds for an action for damages or injunctive relief, or both, brought by The Mews Condominium at Muirfield Unit Owners' Association, by a unit owner or unit owners, or by both.

13. This Declaration may be altered or amended at a meeting of the unit owners held for such purpose by the affirmative vote of those unit owners exercising not less than seventy-five percent (75%) of the voting power of all unit owners, or without a meeting by a writing signed by all of the unit owners. A certificate setting forth such alteration or amendment and the manner of its adoption shall be executed by the President or a Vice President and by the Secretary or an Assistant Secretary of The Mews Condominium at Muirfield Unit Owners' Association in the manner provided for the execution of declarations by Section 5311.05 of the Revised Code of Ohio. One copy each of such certificate shall be filed with the Auditor and Recorder of Franklin County, Ohio, and such alteration or amendment shall be effective from the time a copy of such certificate is delivered to the recorder for record.

IN WITNESS WHEREOF, the said JENTGEN DEVELOPMENT COMPANY has caused this Declaration to be executed by James J. Jentgen, its President, this 17th day of February, 1977.

Signed and Acknowledged
in the Presence of

Lois Buckholz
Richard S. Don

JENTGEN DEVELOPMENT COMPANY

By

James J. Jentgen
James J. Jentgen, President

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this *17th* day of *February*, 1977, before me, the subscriber, a Notary Public in and for said County, personally appeared the above-named JENTGEN DEVELOPMENT COMPANY, by James J. Jentgen, its President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged the signing of the same to be his voluntary act and deed for and as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



Richard G. Ison
Notary Public

RICHARD G. ISON
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by: Vorys, Sater, Seymour & Pease
52 East Gay Street, Columbus, Ohio
43215

CONSENT AND AGREEMENT OF MORTGAGEE

THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, a national bank and the holder of a certain mortgage deed from Jentgen Development Company, an Ohio corporation, to it dated April 2, 1976 and of record in Volume 3584 of the Mortgage Records of Franklin County, Ohio at page 24, does hereby consent to the submission of such part of the real property subject to the lien and operation of said mortgage as is described in the foregoing Declaration of The Mews Condominium at Muirfield to the provisions of Chapter 5311 of the Revised Code of Ohio for the purpose of establishing a condominium property, as provided in said Declaration, and does hereby agree to be bound by the provisions of said Chapter 5311 and the terms and provisions of the Declaration of The Mews Condominium at Muirfield, the Bylaws of The Mews Condominium at Muirfield Unit Owners' Association and the administrative rules and regulations adopted pursuant thereto.

This Consent and Agreement is not intended to and shall not in any way have the effect of a release and discharge of any of the units or common areas and facilities of The Mews Condominium at Muirfield from the lien and operation of said mortgage.

IN WITNESS WHEREOF, THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS has caused this Consent and Agreement to be executed on its behalf by Robert A. Hendershot, its Administrative Officer, and John M. Tobin, its Associate Counsel, this 23rd day of February, 1977.

Signed and Acknowledged
in the Presence of:

THE CITY NATIONAL BANK AND TRUST
COMPANY OF COLUMBUS

Anna S. Porter

By Robert A. Hendershot

Marilee M. Boyer

By John M. Tobin

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, That on this 23rd day of February, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named THE CITY NATIONAL BANK AND TRUST COMPANY, OF COLUMBUS, by Robert A. Hendershot, its Administrative Officer, and John M. Tobin, its Associate Counsel, known to me to be the persons described in and who executed the foregoing instrument, who, being duly authorized by the Board of Directors of said corporation, acknowledged the signing of the foregoing instrument to be their voluntary act and deed for and as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



Teresa S. Pastor
Notary Public

TERESA S. PASTOR
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES MAY 10, 1981

This instrument prepared by: Richard G. Ison, Attorney at Law
52 East Gay Street, Columbus, Ohio
43215

BYLAWS
OF
THE MEWS CONDOMINIUM AT MUIRFIELD
UNIT OWNERS' ASSOCIATION

ARTICLE I
NAME AND PURPOSES

Section 1. The name of this association, which is an Ohio corporation not for profit, is The Mews Condominium at Muirfield Unit Owners' Association.

Section 2. The purpose or purposes for which this association was formed are to administer the condominium property of The Mews Condominium at Muirfield, a residential condominium property in the Village of Dublin, Franklin County, Ohio, in accordance with and subject to the provisions of Chapter 5311 of the Revised Code of Ohio, the Declaration of said condominium, these Bylaws and the administrative rules and regulations adopted pursuant hereto, as any of the same may be lawfully amended from time to time; to provide for the acquisition, construction, management, maintenance and care of "association property", as said term is defined in present Sec. 528 of the United States Internal Revenue Code or may be hereafter defined in any amendment or replacement of said section; and, in carrying out the foregoing purposes, to purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and any and all estates and interests therein and otherwise to do all things permitted by law.

All of the foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the corporation shall enure to the benefit of any private person, firm, corporation, association or organization.

ARTICLE II
MEMBERS AND VOTING

Section 1. Each owner of a unit in The Mews Condominium at Muirfield shall be a member of this association.

Section 2. On any question for which the vote of unit owners is permitted or required, each unit owner shall be entitled to exercise one vote for each unit owned by him.

Section 3. Fiduciaries and minors who are owners of record of a unit or units may vote their respective interests as unit owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a unit, each shall be entitled to exercise such

proportion of the unit's voting power as is equivalent to his proportionate interest in the unit.

Section 4. At meetings of the unit owners, any unit owner entitled to vote thereat may be represented and may vote by a proxy or proxies appointed by an instrument in writing, but such instrument shall be filed with the Secretary of the meeting before the person holding such proxy shall be allowed to vote thereunder. No proxy shall be valid after the expiration of six months from its date of execution, unless the unit owner executing it shall have specified therein the length of time it is to continue in effect.

ARTICLE III

MEETINGS OF UNIT OWNERS

Section 1. The annual meeting of the unit owners of this association, for the election of trustees (hereinafter called the Board of Managers or members of the Board of Managers), except as hereinafter provided, the consideration of reports to be laid before such meeting and for the transaction of such other business as may properly come before such meeting, shall, beginning with the year 1978, be held on the third Thursday in April of each year, or on such other date within one month thereafter as may from time to time be designated by the Board of Managers.

Section 2. Special meetings of the unit owners shall be held whenever called by the President, by a majority of the Board of Managers acting with or without a meeting or by those unit owners entitled to exercise not less than twenty-five percent (25%) of the voting power of all unit owners. Upon the delivery of a request in writing to the President or Secretary by persons entitled to call a meeting of the unit owners, it shall be the duty of the President or Secretary to give notice to the unit owners in accordance with these Bylaws, but if such request be refused, then the persons making such request may call a meeting by giving such notice.

Section 3. All meetings of unit owners shall be held in Franklin County, Ohio at such places as may be specified by the Board of Managers or the persons calling the meeting.

Section 4. A written or printed notice of every meeting of unit owners other than the first meeting, whether annual or special, stating the time, place and the purpose or purposes for which the meeting is called, shall be given by the President or Secretary by personal delivery or by mail not more than thirty (30) nor less than five (5) days before such meeting to each unit owner entitled to notice thereof. If mailed, such notice shall be addressed to the unit owner at his address as it appears upon the records of the association. If a meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at such meeting. In the event of a transfer of ownership of a unit after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Managers may set a record date for the determination of the unit owners who are entitled to receive notice of or to vote at any meeting of

unit owners, which record date shall not be earlier than forty-five (45) days preceding such meeting. If no record date is fixed therefor, the record date for determining the unit owners who are entitled to receive notice of, or who are entitled to vote at, a meeting of unit owners shall be the date next preceding the day on which notice is given or the meeting is held, as the case may be.

Section 5. Notice of the time, place and purpose or purposes of any meeting of unit owners may be waived in writing, either before or after the holding of such meeting, by any unit owner, which writing shall be filed with or entered upon the records of such meeting. The attendance of any unit owner, in person or by proxy, at any such meeting without protesting the lack of proper notice prior thereto or at the commencement of the meeting shall be deemed to be a waiver by such unit owner of notice of such meeting.

Section 6. At any meeting of unit owners, those unit owners entitled to exercise not less than a majority of the voting power of all unit owners, present in person or represented by proxy, shall constitute a quorum for such meeting, but no action required by law, the Declaration or these Bylaws to be authorized or taken by those unit owners exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those unit owners entitled to exercise not less than a majority of the voting power of the unit owners present in person and represented by proxy at a meeting may adjourn such meeting from time to time, and at such adjourned meeting any business may be transacted as if the meeting had been held as originally called.

Section 7. The order of business of any meeting of unit owners shall be determined by the presiding officer unless otherwise determined by a vote of those unit owners entitled to exercise not less than a majority of the voting power of the unit owners present in person and represented by proxy at the meeting.

Section 8. At all elections of members of the Board of Managers the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those unit owners entitled to exercise not less than a majority of the voting power of the unit owners present in person and represented by proxy at a meeting, unless for any particular purpose the vote of a greater percentage of the voting power of all unit owners is otherwise required by law, the Declaration or these Bylaws.

Section 9. Any action which may be authorized or taken at a meeting of unit owners may be authorized or taken without a meeting in a writing or writings signed by all of the unit owners, which writing or writings shall be filed with or entered upon the records of this association.

ARTICLE IV

BOARD OF MANAGERS

Section 1. Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Revised Code, the Declaration or these Bylaws, as any of the same

may lawfully be amended from time to time, all power and authority of this association shall be exercised by a Board of Managers consisting of three (3) persons or such greater number of persons as the unit owners shall by resolution determine at a meeting called for the purpose of electing members of the Board of Managers, and such persons, none of whom needs to be a unit owner, shall manage and conduct the business and affairs of this association and exercise the powers and duties set forth in said Chapters 1702 and 5311, the Declaration and these Bylaws until their successors are elected and qualified. The persons designated as trustees in this association's Articles of Incorporation filed pursuant to Section 1702.04 of the Revised Code shall be the initial members of the Board of Managers and shall serve until the annual meeting of unit owners held in the year 1978 and until their successors are elected and qualified. Thereafter, members of the Board of Managers shall be elected by the unit owners at each annual meeting or at a special meeting called for the purpose of electing them, and such elections may be by ballot or viva voce, as the unit owners may determine. Beginning with the annual meeting in 1978, each member of the Board of Managers shall be elected to serve for a term of one (1) year and until his successor shall be elected and qualified. Any member of the Board of Managers, except an initial member or any member elected to a vacancy to replace an initial member, may resign or may be removed at a special meeting of unit owners called for such purpose by the affirmative vote of those unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of all unit owners. Any initial member of the Board of Managers or any member elected to a vacancy to replace an initial member may resign or may be removed at a special meeting of the unit owners called for such purpose by the affirmative vote of all unit owners.

Section 2. In case of any vacancy in the Board of Managers, the remaining members thereof may elect a member to fill such vacancy. If the remaining members cannot agree upon a person to fill such vacancy within ten (10) days after it is created, such remaining members shall call a special meeting of unit owners to fill such vacancy, such meeting to be held within thirty (30) days after it is created. Any member elected to fill a vacancy shall hold office for the unexpired term of the member he succeeds and until his successor is elected and qualified.

Section 3. The Board of Managers shall hold such meetings from time to time as it deems necessary and such meetings as may from time to time be called by the President. However, the Board of Managers shall meet not less than once in each calendar quarter. Meetings shall be held at such place within Franklin County, Ohio as the President or a majority of the members of the Board of Managers may determine.

Section 4. The President or Secretary shall cause telegraphic or written notice of the time and place of all meetings of the Board of Managers, regular and special, to be duly served upon or sent to each member thereof not less than three (3) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Managers may be held without notice immediately after the annual meeting of unit owners at the same place as such annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may properly come before such meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Managers may be waived in

writing, either before or after the holding of such meeting, by any member, which writing shall be filed with or entered upon the records of such meeting. The attendance of any member at any meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of such meeting.

Section 5. At all meetings of the Board of Managers a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as otherwise provided by law, the Declaration or these Bylaws.

Section 6. Members of the Board of Managers shall not receive any compensation for their services as such, but any such member may serve this association in any other capacity and may receive compensation therefor.

Section 7. Any action which may be authorized or taken at a meeting of the Board of Managers may be authorized or taken without a meeting in a writing or writings signed by all of the members thereof, which writing or writings shall be filed with or entered upon the records of this association.

Section 8. The Board of Managers may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it and may pay to such manager, managing agent, persons, firms or corporations such compensation as it shall determine. The Board of Managers may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

ARTICLE V

OFFICERS

Section 1. The officers of this association to be elected by the Board of Managers shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Managers may elect. The President shall be a member of the Board of Managers. Officers need not be unit owners and may be paid such compensation as the Board of Managers may determine. Officers shall hold office at the pleasure of the Board of Managers. Any two or more offices may be held by the same person.

Section 2. It shall be the duty of the President to preside at all meetings of unit owners and the Board of Managers, to exercise general supervision over the affairs of this association and in general to perform all the duties usually incident to such office or which may be required by the unit owners or Board of Managers. It shall be the duty of the Vice President to perform all the duties of the President in the event of his absence or disability and such other duties as may be assigned to him by the Board of Managers.

Section 3. It shall be the duty of the Secretary to keep or cause to be kept under his supervision an accurate record of the acts and proceedings of the unit owners and the Board of Managers and records of the names and addresses of the unit owners and their respective percentages of interest in the common areas and facilities and to perform all the duties usually incident to such office or which may be required by the unit owners or Board of Managers and, on the expiration of his term of office, to deliver all books, paper and property of this association in his hands to his successor or to the President.

Section 4. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to this association, or evidence thereof, and disburse the same under the direction of the Board of Managers; shall keep or cause to be kept under his supervision correct and complete books and records of account, specifying the receipts and expenditures relating to the common areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the unit owners, shall hold the same open for inspection and examination by the Board of Managers and unit owners, and present abstracts of the same at annual meetings of unit owners or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Managers may require for the faithful performance of his duties; on the expiration of his term of office shall deliver all money and other property of this association in his hands to his successor or to the President; and shall perform any other duties which may be required of him by the unit owners or Board of Managers.

ARTICLE VI

MAINTENANCE, REPAIR, RESTORATION, REPLACEMENT AND ADDITIONS

Section 1. Except as hereinafter provided in this Section, all maintenance, repair, restoration and replacement of and additions to the common areas and facilities, including the limited common areas and facilities, shall be done and performed pursuant to authorization given by the Board of Managers, and the cost thereof shall be a common expense; and, in the event of damage to or destruction of all or any part of the common areas and facilities, the damaged or destroyed part shall be repaired, restored or replaced promptly. However, no single item of maintenance, repair, restoration or replacement of the common areas and facilities the cost of which shall exceed by Two Thousand Dollars (\$2,000) or more the amount of insurance proceeds available to pay for such cost and no addition to the common areas and facilities (other than additions of limited exterior service facilities, as defined in Section 6 of the Declaration, the cost of which shall not be a common expense) shall be made unless the same shall have been authorized by the affirmative vote of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of all unit owners. The maintenance, repair, restoration and replacement of and additions to or of limited exterior service facilities shall be done and performed pursuant to authorization given by the owner or owners of the unit they are designed to

serve, and the cost thereof shall be paid by said owner or owners, as hereinafter provided in ARTICLE IX.

Section 2. In the event that the Board of Managers is of the opinion that maintenance, repair or service of any part of a unit or of any of the limited exterior service facilities is necessary for public safety or in order to prevent damage to or destruction of any other part of the condominium property, or in the event that the Board of Managers is of the opinion that maintenance, repair, service, painting, finishing, refinishing or decorating of a window or door in a perimeter wall of a unit is necessary to maintain an esthetically pleasing uniformity in the appearance of the exterior of the buildings and structures of the condominium property, the Board of Managers may authorize such maintenance, repair, service, painting, finishing, refinishing or decorating to be done. Unless a danger to public safety or such damage or destruction is imminent, such maintenance, repair, service, painting, finishing, refinishing or decorating may be authorized only after the owner or owners of the unit needing the maintenance, repair, service, painting, finishing, refinishing or decorating or of the unit served by the limited exterior service facilities needing the maintenance, repair or service, shall have failed to have the same done within ten (10) days after a written demand therefor is served upon him or them. The cost of any such maintenance, repair, service, painting, finishing, refinishing or decorating shall be assessed against the owner or owners of the unit affected, and this association may obtain and foreclose a lien therefor on the estate or interest of such owner or owners in such unit and its percentage of interest in the common areas and facilities in the same manner and to the same extent as if such cost were a common expense charged against such unit.

ARTICLE VII

INSURANCE

The Board of Managers shall obtain, in such amounts as it shall deem advisable, insurance for the benefit of all unit owners, their tenants and all persons lawfully in possession or control of any part of the condominium property (including officers, members of the Board of Managers and employees of this association) against liability for death, personal injury or property damage arising from or relating to the common areas and facilities and shall also obtain for the benefit of all unit owners insurance on all buildings and structures of the condominium property against fire and those hazards ordinarily insured against in fire and extended coverage policies in Franklin County, Ohio and 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 the actual replacement cost of such buildings and structures (exclusive of the cost of foundations, footings and excavation) as determined from time to time by the insurer. The policy or policies insuring the buildings and structures of the condominium property shall provide that any proceeds payable by reason of an insured loss shall be paid to the Board of Managers who shall hold the same as trustees for the benefit of the insureds thereunder, as their respective interests may appear, and such proceeds shall be utilized to pay for the cost of repair or restoration of the part or parts of the condominium property damaged or destroyed. Any part of such proceeds not so utilized

shall be paid to the insureds in proportion to their respective interests therein. The cost of all insurance provided for herein shall be a common expense.

ARTICLE VIII

ADMINISTRATIVE RULES AND REGULATIONS

Subject to the provisions of Chapter 5311 of the Revised Code, the Declaration and these Bylaws, as any of the same may be lawfully amended from time to time, the Board of Managers may from time to time adopt, amend or repeal such administrative rules and regulations governing the operation and use of the condominium property or any part thereof as it deems necessary or advisable. A copy of any such rule or regulation or written notification of the repeal of any such rule or regulation, as the case may be, shall be sent to each unit owner not less than two (2) days prior to the effective date of its adoption, amendment or repeal.

ARTICLE IX

COMMON EXPENSES, PROFITS AND LOSSES

Section 1. All costs of administration of this association, of administration, maintenance, repair, restoration and replacement of, additions to and utility services for the common areas and facilities (except as hereinafter provided with respect to limited exterior service facilities), of repair, restoration and replacement of parts of units and limited exterior service facilities necessitated by damage or destruction thereto arising out of maintenance, repair, restoration or replacement of any other part of the common areas and facilities, of insurance obtained by the Board of Managers, and of renewal and rehabilitation of the condominium property, and such expenses as are lawfully incurred on behalf of this association by or pursuant to authority granted by the Board of Managers shall be common expenses, as well as those expenses designated as such in Chapter 5311 of the Revised Code, the Declaration or elsewhere in these Bylaws, as any of the same may be lawfully amended from time to time. The costs of all maintenance, repair, replacement and restoration of and additions to the limited exterior service facilities (except such as are necessitated by damage or destruction thereto arising out of maintenance, repair, restoration or replacement of any other part of the common areas and facilities) shall not be common expenses, and such costs for each limited exterior service facility shall be paid solely by the owner or owners of the unit served by it.

Section 2. The common profits, if any, shall be credited to all unit owners and the common expenses and losses shall be charged against the unit owners required to pay the same in proportion to the respective percentages of interest of their units in the common areas and facilities.

Section 3. From time to time and not less than once each six (6) months, the Board of Managers shall make an estimate of the amount, if any, by which the sum of the anticipated common losses (the amount by which the common expenses exceed the total income, rents, profits, receipts and revenues, if any, from the

common areas and facilities) for the next ensuing year plus such reserve fund as the Board of Managers deems advisable to maintain in order to pay for major items of common expense in future years exceeds the funds then on hand and shall assess such amount against the unit owners in such proportion as is provided in Section 2 of this ARTICLE IX. Such amount so assessed shall be payable by the unit owners to this association in such manner as the Board of Managers shall determine, but if in installments not more frequently than monthly.

Section 4. All unexpended funds of this association, whether from assessments paid by the unit owners or otherwise, shall belong to the unit owners in such proportion as is provided in Section 2 of this ARTICLE IX, and the common profits, if any, and such funds shall be distributed to the unit owners in such proportion within thirty (30) days after the end of each calendar year. The Board of Managers may retain from such funds and the common profits, however, an amount not exceeding the anticipated common losses for the next ensuing year plus such reserve fund as the Board of Managers deems advisable to maintain in order to pay for major items of common expense in future years.

ARTICLE X

NOTICES AND DEMANDS

Any notice or demand which is required to be given or delivered to or served upon a unit owner shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears upon the records of this association.

ARTICLE XI

INDEMNIFICATION

Section 1. This association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of this association, by reason of the fact that he is or was a member of the Board of Trustees, officer, employee or agent of this association, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of this association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 2. This association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of this association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board of Managers, officer, employee or agent of this association against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with

the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of this association. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to this association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

Section 3. To the extent that a member of the Board of Managers, officer, employee or agent of this association has been successful in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this ARTICLE XI or in defense of any claim, issue or matter therein, he shall be indemnified by this association against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

Section 4. Any indemnification under Section 1 or Section 2 of this ARTICLE XI, unless ordered by a court, shall be made by this association only if a determination is made that indemnification of the member of the Board of Managers, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in the applicable section. Such determination, if made, shall be made by the members of the Board of Managers at a meeting at which a quorum consisting of members qualified to vote on such determination is present. Any member of the Board of Managers who is not a party to or threatened with any such action, suit or proceeding shall be qualified to vote on such determination. If a quorum of members of the Board of Managers qualified to vote on such determination cannot be obtained, such determination, if made, shall be made by an independent Attorney at Law selected by a majority of the officers and members of the Board of Managers of this association who are not parties to or threatened with any such action, suit or proceeding. If there is no officer or member of the Board of Managers qualified to make such selection, such selection shall be made by the Presiding Judge of the Court of Common Pleas of Franklin County, Ohio. No person shall be so selected who previously has been retained by or has performed services for this association or any person who may be indemnified, who is or was a member of a firm which has been so retained or has so performed services or who is a member of a firm any other member or employee of which has been so retained or has so performed services. Written notice of any such determination with respect to an action or suit by or in the right of this association shall be promptly given to the person who threatened or brought such action or suit, and such person, within ten (10) days after receipt of such notification, shall have the right to petition the court in which such action or suit was brought, or the Court of Common Pleas of Franklin County, Ohio if such action or suit was only threatened, to review the reasonableness of such determination.

Section 5. Indemnification pursuant to the provisions of this ARTICLE XI shall not be deemed exclusive of any other rights to which any person otherwise may be entitled, and the right to such indemnification shall continue as to a person who has ceased to be a member of the Board of Managers, officer, employee or agent of this association and shall enure to the

benefit of the heirs, legatees, successors and administrators of such person.

Section 6. The Board of Managers may purchase and maintain such policies of insurance as it may consider appropriate to insure any person who is or was a member of the Board of Managers, officer, employee or agent of this association against liability and expense arising out of any claim of breach of duty, error, misstatement, misleading statement, omission or other acts done, made or attempted by him by reason of his being such member, officer, employee or agent or in his capacity as such, whether or not this association would have the power to indemnify him pursuant to the provisions of this ARTICLE XI. The cost of any such insurance shall be a common expense.

ARTICLE XII

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration as provided therein and such modification or amendment shall be effective from the time the certificate setting forth such modification or amendment provided for in the Declaration is delivered to the recorder for record.