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Franklin County Recorder BXLOVELAND

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

KESWICK CONDOMINIUM

CERTIFICATE OF AUDITOR

December 1, 2003

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

Joseph W. Testa / Joseph W. Testa
Franklin County Auditor DA

TRANSFERRED

DEC 01 2003

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 724 PAGE 14-16

DECLARATION INDEX

<u>ITEM</u>	<u>PAGE</u>
RECITALS	1
DEFINITIONS	1
THE PLAN	2
THE LAND (ARTICLE I)	2
NAME (ARTICLE II)	2
PURPOSES; RESTRICTIONS (ARTICLE III)	2
Purposes (Section 1)	2
Restrictions (Section 2)	2
(a) Animals	2
(b) Architectural Control	3
(c) Common Element Uses	3
(d) Construction in Easements	3
(e) Conveyances	3
(f) Discrimination/Handicapped Accommodation	3
(g) Existing Restrictions	3
(h) Limited Common Elements	4
(i) Offensive Activities	4
(j) Renting and Leasing	4
(k) Replacements	4
(l) Rules and Regulations	4
(m) Signs	4
(n) Structural Integrity	4
(o) Unit Uses	4
(p) Vehicles	5
(q) Visible Areas	5
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	5
Residential Buildings (Section 1)	5
Other (Section 2)	5
UNITS (ARTICLE V)	5
Unit Designations (Section 1)	5
Composition of Units (Section 2)	5
(a) Unit Composition	5
(b) Unit Types, Sizes, Locations and Components	6
COMMON AND LIMITED COMMON ELEMENTS (ARTICLE VI)	6
Common Elements - Description (Section 1)	6
Limited Common Elements - Description (Section 2)	6
Par Values; Undivided Interests (Section 3)	6
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	7
Establishment of Association (Section 1)	7
Membership (Section 2)	7
Voting Rights (Section 3)	7
Board of Directors (Section 4)	7
Security (Section 5)	7
AGENT FOR SERVICE (ARTICLE VIII)	7
MAINTENANCE AND REPAIR (ARTICLE IX)	7
Units (Section 1)	7
Limited Common Elements (Section 2)	7
Common Elements (Section 3)	7
Other (Section 4)	8

<u>ITEM</u>	<u>PAGE</u>
UTILITY SERVICES (ARTICLE X)	8
INSURANCE; LOSSES (ARTICLE XI)	8
Fire and Extended Coverage Insurance (Section 1)	8
Liability Insurance (Section 2)	9
Fidelity Coverage (Section 3)	9
Hazard Insurance Carrier (Section 4)	9
Other Association Insurance (Section 5)	9
Insurance Representative; Power of Attorney (Section 6)	9
Unit Owners' Insurance (Section 7)	10
Sufficient Insurance (Section 8)	10
Insufficient Insurance (Section 9)	10
Lender Requirements (Section 10)	10
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION (ARTICLE XII)	10
Restoration of Substantial Damage or Destruction (Section 1)	10
Election Not to Restore; Termination (Section 2)	10
Rehabilitation and Renewal (Section 3)	11
CONDEMNATION (ARTICLE XIII)	11
Standing (Section 1)	11
Use of Proceeds (Section 2)	11
Insufficient Proceeds (Section 3)	11
Non-Restorable Unit (Section 4)	11
Power of Attorney (Section 5)	11
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	12
Easements of Enjoyment; Limitations (Section 1)	12
Easements for Encroachments (Section 2)	12
Easements Reserved to Declarant (Section 3)	12
Easements for Proper Operations (Section 4)	12
Easement for Support (Section 5)	13
Easement for Services (Section 6)	13
Entry for Repair, Maintenance and Restoration (Section 7)	13
Power of Attorney (Section 8)	13
ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS (ARTICLE XV)	13
Types of Assessments (Section 1)	13
Purpose of Assessments (Section 2)	13
Elements- Apportionment: Due Dates (Section 3)	13
(a) Operating Assessments	13
(b) Special Assessments for Capital Improvements	14
(c) Special Individual Unit Assessments	15
Effective Date of Assessment (Section 4)	15
Effect of Nonpayment of Assessment; Remedies of the Association (Section 5)	15
Subordination of the Lien to First Mortgages (Section 6)	16
Certificate Regarding Assessments (Section 7)	16
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVI)	16
General (Section 1)	16
Deposits (Section 2)	16
Association Control (Section 3)	17
Limited Warranties (Section 4)	17
Declarant's Obligations (Section 5)	17
Unit Owners' Rights and Obligations (Section 6)	17

<u>ITEM</u>	<u>PAGE</u>
EXPANSIONS (ARTICLE XVII)	17
Reservation of Expansion Option (Section 1)	17
Limitations on Option (Section 2)	17
Maximum Expansion Time (Section 3)	17
Legal Descriptions (Section 4)	17
Composition of Portions Added (Section 5)	17
Time for Adding Portions (Section 6)	17
Improvement Location Limitations (Section 7)	17
Maximum Number of Units (Section 8)	18
Non-Residential Uses (Section 9)	18
Compatibility of Structures (Section 10)	18
Improvements Other than Structures (Section 11)	18
Types of Units (Section 12)	18
Limited Common Elements (Section 13)	18
Supplementary Drawings (Section 14)	18
Procedures for Expansion (Section 15)	18
Effects of Expansion (Section 16)	18
NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS (ARTICLE XVIII)	19
Notices (Section 1)	19
Voting Rights (Section 2)	19
AMENDMENTS (ARTICLE XIX)	20
Power to Amend (Section 1)	20
Method to Amend (Section 2)	20
GENERAL PROVISIONS (ARTICLE XX)	21
Covenants Running With the Land (Section 1)	21
Actions (Section 2)	21
Severability (Section 3)	21
Gender and Grammar (Section 4)	21
Captions (Section 5)	21
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY	EXHIBIT A
SKETCH PLOT PLAN, CONDOMINIUM PROPERTY	EXHIBIT B
UNIT INFORMATION SHEET	EXHIBIT C
TYPE INFORMATION SHEET	EXHIBIT D
LEGAL DESCRIPTION, ADDITIONAL PROPERTY	EXHIBIT E
SKETCH PLOT PLAN, ENTIRE TRACT	EXHIBIT F

DECLARATION

This is the Declaration of Keswick Condominium made on or as of the _____ day of November, 2003, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

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

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

Definitions

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

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.
2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Keswick Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).
3. "Association" and "Keswick Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.
4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.
5. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.
6. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Condominium Act.
7. "Condominium" and "Keswick Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.
8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.
9. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."
10. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.
11. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.
12. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.
14. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and mean that same person or those persons serving in the capacity of a member or members of the board of managers of the Association, as defined in the Condominium Act.

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

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

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 of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

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

19. "Person" means a natural individual, trustee, corporation, partnership, limited liability company, 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 designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

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

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the Village of New Albany, Franklin County, Ohio, and consisting of 1.864 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

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

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction, 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 or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

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

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

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

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

(g) Existing Restrictions. In addition to the foregoing restrictions, the Condominium Property is also subject to certain covenants and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements for the New Albany Country Club (the "Country Club Covenants") of record in Official Record Volume 16185, Page C-14, et seq., the Declaration of Covenants, Conditions, Restrictions and Easements for the New Albany Country Club (the "Master Covenants") of record in Official Record Volume 16185, Page A-01, et seq., and the Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Community Authority Covenants") of record in Official Record Volume 16999, Page C-04, et seq., all of the records of the Franklin County Recorder, as each may be supplemented or amended

from time to time. In the case of a conflict between any of the foregoing and the provisions hereof, the most restrictive provision shall apply.

(h) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of this Declaration.

(i) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

(j) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Condominium for owner-occupant residential financing, and to maintain the character of the Condominium as primarily a housing community for owner-occupants, the Board, from time to time, may adopt rules limiting or restricting the number of Units in the Condominium that may be rented, provided, that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Declarant or such successor.

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

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

(m) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Units.

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

(o) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a

personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes, (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

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

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

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There is one residential building a part of the Condominium, containing sixteen side-by-side dwelling units. The residential building is two story townhouse style, built on a poured concrete wall foundation, with a wood frame, brick exterior with James Hardie beaded siding on the extensions and the garages, and dimensional asphalt shingle roof. Each dwelling unit has a two car attached rear garage and a basement. The principal materials of which this building is constructed are wood, glass, concrete, concrete block, brick, asphalt shingle, and drywall. The residential building is located as shown on the Drawings.

Section 2. Other. Also a part of the Condominium are private drives and green and open areas. There are no recreation facilities a part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called "a Unit", is designated by a number (the Unit's "Unit Designation"). The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

Section 2. Composition of Units

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists, among other things, 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 floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

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

(ii) the finished walls, ceilings and floors themselves, but not the structural elements, such as but not limited to rafters and joists, above the ceiling, and the sub-flooring below the finished floors themselves, and the structural walls or structural components thereof to which the finished walls, such as but not limited to plaster, drywall, and paneling are affixed;

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

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

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

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

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

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

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

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

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

(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; and

(iii) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Unit are shown on the attached Exhibit D. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Common Elements, which lead directly to Market Street, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "limited common elements" or "limited common areas" or "limited common areas and facilities," on the Drawings, or so described herein, are Limited Common Elements and consist of a driveway area in front of each Unit's garage, a front porch or stoop, and a porch/patio/yard area and the improvements within that area (except for utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

Section 3. Par Values; Undivided Interests. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one and thus having an equal undivided interest. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

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. Declarant is presently the sole member of the Association.

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

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

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws.

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

ARTICLE VIII

AGENT FOR SERVICE

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

Thomas Markworth
495 South High Street, Suite 150
Columbus, Ohio 43215

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Units. Except as provided in subitem (d) of this Article IX, repair, maintenance, restoration and rehabilitation of elements of the Condominium that constitute the "Unit", as defined in the Declaration, and payment of the cost of the same, shall be solely the responsibility of the Owner or Owners of that Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner will include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor.

Section 2. Limited Common Elements. The Association, to the extent and at such times as the Board of Directors, in its exercise of business judgment, determines to allocate funds therefor, shall repair and maintain the structural portions of the Limited Common Element front porches and stoops, the patio fencing located within the Limited Common Elements in the rear of each Unit, the side or rear porch or patio and the Limited Common Element driveways. In addition, it is anticipated that the Association will provide grass cutting, trimming, and fertilization to the Limited Common Elements. The Association shall not, however, be responsible for the cleaning and housekeeping of any Limited Common Elements or components thereof, for snow removal from the Limited Common Elements, or for the maintenance, mulching, or edging of any landscape bed located within the Limited Common Elements, all of which shall be the Unit Owner's responsibility and at that Owner's cost and expense. In addition, except as otherwise provided herein, the Unit Owner shall be responsible for the repair and maintenance of the Limited Common Elements appurtenant to their Unit.

Section 3. Common Elements. The Association, to the extent and at such times as the Board of Directors, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, and including but not limited to utility facilities serving more than one Unit, lawns, utility lines in the Common Elements, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements.

Section 4. Other. Notwithstanding the foregoing provisions, in the event that a Unit Owner, after reasonable notice, fails to repair and maintain that Unit Owner's improvements visible to others, or appurtenant Limited Common Elements visible to others, in a neat, orderly condition, the Association may perform that work, and the cost thereof charged as a special assessment against the Unit Owner and the Unit itself. In addition, in the event a Unit Owner fails to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Condominium Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof will constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

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

ARTICLE XI

INSURANCE; LOSSES

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

(a) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

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

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

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

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

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

each Unit Owner and each such Unit Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

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

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

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

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

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

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

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

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in *Best's Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in *Best's Insurance Reports—International Edition*, an "A" or better rating in *Demotech's Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in *Standard and Poor's Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in *Standard and Poor's International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

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

Section 6. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof;

the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

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

Section 8. 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 used in payment thereof; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

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

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

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION

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

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

Section 3. Rehabilitation and Renewal. The Association, by vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, at a duly called and noticed meeting called specifically for the purpose of determining if the Condominium is obsolete in whole or in part and whether or not to have the same renewed and rehabilitated, and the consent of Eligible Mortgagees hereinafter provided, may so determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. The Condominium shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, replacing or improving infrastructure, or repaving, items which shall be determined solely by the Board.

ARTICLE XIII

CONDEMNATION

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

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

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

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

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Unless specifically limited herein otherwise, the following 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.

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Unit.

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

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

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

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

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

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

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

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

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant

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

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

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

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

Section 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.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

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

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

Section 3. Elements-Appportionment: Due Dates.

(a) Operating Assessments.

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

- a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;
- b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;
- c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

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

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

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

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

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

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

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

(vi) So long as Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association for deposit into a segregated account at or prior to the time Unit Owners other than Declarant control the Association. Each Unit's share of the working capital reserve fund shall be collected at the time the sale of the Unit is closed.

(b) Special Assessments for Capital Improvements.

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

(ii) Any such assessment shall be prorated among all Units and their Owners in proportion to the respective undivided interests of the Units in the

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

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, and the Unit Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Unit, and a Unit Owner's interest, late charges, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit and Owners of that Unit that Unit's share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' and its Owners' shares of taxes and assessments shall be binding upon all Unit Owners.

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

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

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

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

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

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

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

(f) Any Unit Owner who believes that an assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally

determined that all or a portion of the assessment has been improperly charged to that Unit and its Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

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

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

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

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

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security 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 of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor Unit Owner from the obligation for assessments accruing thereafter.

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

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

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

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to Declarant. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the rate of at least four percent per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer. Payments for options and

extras are not and shall not be nor be deemed to be "deposits or down payments" and are not subject to the foregoing.

Section 3. Association Control. Except in its capacity as a Unit Owner of unsold Units, Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, except as expressly provided herein. The Owners of Units that have been sold by Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Condominium Act.

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

Section 5. Declarant's Obligations. Declarant will be vested with the rights and be subject to the duties of a Unit Owner in its capacity as Owner of Units not yet sold, set forth herein, or in any other Condominium instrument, or established by law, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

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

ARTICLE XVII

EXPANSIONS

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

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

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

Section 4. Legal Descriptions. A legal description or descriptions, by metes and bounds, of all of the land that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium, are attached hereto and marked "Exhibit E".

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

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

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is fifty-six (56), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, types or mix of types of dwelling units in a building, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, or minor changes in size.

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

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

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

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

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

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

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, to maintain and utilize one or more of those Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Owner or Owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Unit Owner or those Unit Owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, annual operating assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any operating assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the operating assessments were levied; and

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

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

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

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

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

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit Designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of

Units to which not less than seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

ARTICLE XIX

AMENDMENTS

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

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

- (i) the boundaries of any Unit;
 - (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
 - (iii) the number of votes in the Association appertaining to any Unit
- or
- (iv) the fundamental purposes to which any Unit or the Common Elements are restricted;

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

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

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

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

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

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

ARTICLE XX

GENERAL PROVISIONS

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

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

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

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

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 21 day of November, 2003.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By Vincent J. Kollar
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 21 day of November, 2003.




KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

Kim Millington, Notary Public
Notary Public

Kim Millington, Notary Public

EXHIBIT 'B'

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

 = Limited Common Elements

Unit 1 = Unit Designation

• = I.P. FND.

135.27 = 1 P. SET

Q - Was the 11/11/77?

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



GRAPHIC SCALE
(IN FEET)

SCALE 1" = 100'
NOVEMBER 14, 2003



NEW ALBANY/KESWICK CONDOMINIUM/20030827/30821221



EXHIBIT C

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Information

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/16th
2	Gunston	4,837	1.00	1/16th
3	Fairfax B	5,119	1.00	1/16th
4	Fairfax D	5,250	1.00	1/16th
5	Fairfax C	5,153	1.00	1/16th
6	Gunston (Revised I)	5,278	1.00	1/16th
7	Gunston (Revised II)	6,736	1.00	1/16th
8	Fairfax (Revised)	5,821	1.00	1/16th
9	Gunston (Revised I)	5,426	1.00	1/16th
10	Fairfax C	5,105	1.00	1/16th
11	Gunston	4,847	1.00	1/16th
12	Gunston	4,919	1.00	1/16th
13	Gunston	4,918	1.00	1/16th
14	Fairfax C	5,136	1.00	1/16th
15	Gunston	4,882	1.00	1/16th
16	Fairfax A	5,119	1.00	1/16th
TOTAL				<u>16/16ths</u> <u>or 100%</u>

EXHIBIT D

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Types

<u>Unit Type</u>	<u>Composition</u>
Fairfax A	Two story Unit containing a great room with dining area, kitchen, keeping room, library, laundry, one-half bathroom, foyer and two car attached garage at street level, two bedrooms, two bathrooms, and a sitting room, and a basement containing one or more rooms.
Fairfax B	Same as Fairfax A except library is replaced by a dining room on first floor.
Fairfax C	Same as Fairfax A except laundry room is smaller and there is a full bathroom in lieu of the one-half bathroom on the first floor.
Fairfax D	Same as Fairfax A except library on first floor is replaced by a bedroom, laundry room is smaller and relocated, a full bathroom is added and the one-half bathroom is relocated.
Fairfax (Revised)	Same as Fairfax except on the first floor the foyer is enlarged and the stairs are relocated, the library is relocated, the powder room is replaced by a bathroom with a shower and is relocated, the great room and dining area are relocated, and the laundry room is relocated. On the second floor, the sitting room is relocated, bedroom 2 and bedroom 3 have access to a shared bathroom, the entry into bedroom 1 is relocated and bath 2 is redesigned.
Gunston	Two story Unit consisting of a first floor owner's suite with a full bathroom, a great room, a dining room, kitchen, foyer, one half bathroom and a two-car attached garage at street level, a loft, two bedrooms and two full bathrooms on the second floor, and a basement containing one or more rooms.
Gunston (Revised I)	Same as Gunston except has a keeping room on the first floor level.
Gunston (Revised II)	Same as Gunston except on the first floor level a door is added to the dining room, a terrace is added, the keeping room is enlarged, the owner's bedroom and bathroom are relocated, a rear hall is added to connect the keeping room to the laundry room, the laundry room is enlarged and relocated, and a rear entry is added to the attached two-car garage, and the second level is reconfigured.

EXHIBIT A

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Condominium Property
(1.864 acres)

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

Beginning, at an iron pin set at the intersection of the southerly right-of-way line of Keswick Commons with the westerly right-of-way line of Ogden Woods Boulevard, being a northeasterly corner of Lot 7 of said "New Albany Country Club Section 19;"

thence South $37^{\circ} 14' 19''$ West, with the westerly right-of-way line of said Ogden Woods Boulevard, a distance of 118.63 feet to an iron pin set;

thence across said Lot 7, the following courses and distances:

North $52^{\circ} 45' 42''$ West, a distance of 98.55 feet to a point;

North $39^{\circ} 19' 05''$ West, a distance of 334.89 feet to a point on the arc of a curve to the right;

with the arc of said curve, having a central angle of $05^{\circ} 10' 00''$, a radius of 540.00 feet, having a chord bearing and distance of North $11^{\circ} 05' 58''$ West, 48.68 feet to a point on the arc of a curve to the left; and

with the arc of said curve, having a central angle of $28^{\circ} 35' 41''$, a radius of 215.00 feet, having a chord bearing and distance of North $59^{\circ} 50' 22''$ West, 106.19 feet to an iron pin set on the northerly right-of-way line of Keswick Drive, on the arc of a curve to the right;

thence with said northerly right-of-way line, the arc of said curve, having a central angle of $23^{\circ} 47' 13''$, a radius of 332.00 feet, having a chord bearing and distance of North $26^{\circ} 47' 37''$ East, 136.85 feet to an iron pin set at a point of compound curvature, on the southerly right-of-way line of said Market Street;

thence with said southerly right-of-way line, the following courses and distances:

with the arc of said curve, having a central angle of $101^{\circ} 25' 33''$, a radius of 20.00 feet, having a chord bearing and distance of North $89^{\circ} 24' 06''$ East, 30.96 feet to an iron pin set at a point of reverse curvature;

with the arc of said curve, having a central angle of $17^{\circ} 15' 42''$, a radius of 540.00 feet, having a chord bearing and distance of South $48^{\circ} 31' 05''$ East, 162.07 feet to an iron pin set;

South $03^{\circ} 51' 39''$ West, a distance of 14.08 feet to an iron pin set; and

South $53^{\circ} 09' 04''$ East, a distance of 105.21 feet to an iron pin set at the intersection of said southerly right-of-way line with the southerly right-of-way line of said Keswick Commons;

EXHIBIT A (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Condominium Property
(1.864 acres)

thence with the southerly right-of-way line of said Keswick Commons, the following courses and distances:

with the arc of a curve to the left, having a central angle of $70^{\circ} 23' 13''$, a radius of 68.00 feet, having a chord bearing and distance of South $01^{\circ} 39' 20''$ West, 78.38 feet to an iron pin set at a point of compound curvature; and

with the arc of said curve, having a central angle of $17^{\circ} 36' 04''$, a radius of 818.00 feet, having a chord bearing and distance of South $42^{\circ} 20' 18''$ East, 250.30 feet to the Point of Beginning, containing 1.864 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



JAM:ejm/june03

Jeffrey A. Miller 11-14-03
Jeffrey A. Miller
Registered Surveyor No. 7211

EXHIBIT E

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

PART 1

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

Beginning at an iron pin set at the intersection of the southerly right-of-way line of Keswick Commons with the westerly right-of-way line of Ogden Woods Boulevard, being a northeasterly corner of Lot 7 of said "New Albany Country Club Section 19;"

thence South 37° 14' 19" West, with the westerly right-of-way line of said Ogden Woods Boulevard, a distance of 118.63 feet to an iron pin set, being the True Point of Beginning;

thence South 37° 14' 19" West, with said westerly right-of-way line, a distance of 156.56 feet to an iron pin set at the intersection of said westerly right-of-way line with the northerly right-of-way line of Keswick Drive;

thence with said northerly right-of-way line, the following courses and distances:

South 82° 14' 18" West, a distance of 7.07 feet to an iron pin set;

North 52° 45' 42" West, a distance of 70.00 feet to an iron pin set at a point of curvature of a curve to the right;

with the arc of said curve, having a central angle of 23° 31' 26", a radius of 632.00 feet, having a chord bearing and distance of North 40° 59' 59" West, 257.66 feet to an iron pin set at a point of tangency;

North 29° 14' 16" West, a distance of 70.00 feet to an iron pin set at a point of curvature of a curve to the right; and

with the arc of said curve, having a central angle of 44° 08' 16", a radius of 332.00 feet, having a chord bearing and distance of North 07° 10' 08" West, 249.48 feet to an iron pin set;

thence across said Lot 7, the following courses and distances:

with the arc of a curve to the right, having a central angle of 28° 35' 41", a radius of 215.00 feet, having a chord bearing and distance of South 59° 50' 22" East, 106.19 feet to a point on the arc of a curve to the left;

with the arc of said curve, having a central angle of 05° 10' 00", a radius of 540.00 feet, having a chord bearing and distance of South 11° 05' 58" East, 48.68 feet to an iron pin set;

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

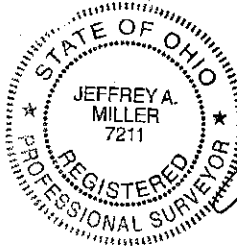
South 39° 19' 05" East, a distance of 334.89 feet to a point; and

South 52° 45' 42" East, a distance of 98.55 feet to the True Point of Beginning, containing 1.946 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Jeffrey A. Miller 11-14-03
Jeffrey A. Miller
Registered Surveyor No. 7211

JAM:ejm/june03

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

PART 2

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of Lot 8 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Pages 21 and 22, a portion of Lot 2 and all of Lots 3 through 9 and all of Russell Lee Drive of that subdivision entitled "Russell Lee Manor" of record in Plat Book 24, Page 41, a portion of that tract as conveyed to the New Albany Company LLC by deed of record in Official Record 13030C10 and Instrument Number 1998111202889607, and a portion of that tract as conveyed to Market Street South, LLC by deed of record in Instrument Number 200207190177915 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning at the southeasterly corner of Lot 3 of said "Russell Lee Manor", being in the northerly right-of-way line of Columbus-Millersburg Road (U.S. Route 62) and being in the westerly right-of-way line of Market Street, of record in Plat Book 90, Page 53;

thence South 44° 25' 19" West, with the southerly line of said subdivision, being the northerly right-of-way line of said Columbus-Millersburg Road, a distance of 759.83 feet to the southwesterly corner of Lot 9 of said "Russell Lee Manor";

thence North 45° 34' 41" West, with the westerly line of said Lot 9, a distance of 243.63 feet to the northwesterly corner of said Lot 9;

thence North 09° 34' 22" West, across said New Albany Company tract, a distance of 363.87 feet to a point in the southerly right-of-way line of Ogden Woods Boulevard;

thence with said southerly right-of-way line, the following courses:

with the arc of a curve to the right, having a central angle of 10° 01' 34", a radius of 275.00 feet, having a chord bearing and distance of North 32° 13' 31" East, 48.06 feet to a point of tangency; and

North 37° 14' 19" East, a distance of 353.30 feet to the intersection of said southerly right-of-way line with the westerly right-of-way line of Keswick Commons;

thence with said westerly right-of-way line, the following courses;

with the arc of a curve to the left, having a central angle of 18° 07' 20", a radius of 818.00 feet, having a chord bearing and distance of South 63° 42' 11" East, 257.65 feet to a point of compound curvature; and

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

with the arc of said curve to the left, having a central angle of $70^{\circ} 23' 13''$, a radius of 68.00 feet, having a chord bearing and distance of North $72^{\circ} 02' 33''$ East, 78.38 feet to a point in the westerly right-of-way line of Market Street;

thence with said westerly right-of-way line, the following courses:

South $53^{\circ} 09' 04''$ East, a distance of 117.21 feet to a point of curvature of a curve to the right;

southeasterly, with the arc of said curve, having a central angle of $07^{\circ} 34' 23''$, a Radius of 960.00 feet, having a chord bearing and distance of South $49^{\circ} 21' 52''$ East, 126.79 feet to a point of tangency;

South $45^{\circ} 34' 41''$ East, a distance of 28.41 feet to a point of curvature of a curve to the right; and

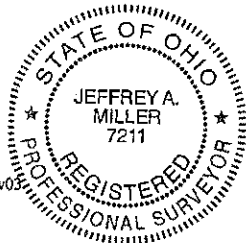
southeasterly, with the arc of said curve, having a central angle of $67^{\circ} 58' 32''$, a Radius of 40.00 feet, having a chord bearing and distance of South $11^{\circ} 35' 25''$ East, 44.72 feet to a point in the common line between Lots 2 and 3 of said "Russell Lee Manor";

thence South $45^{\circ} 34' 41''$ East, with the northerly line of said Lot 3, a distance of 2.92 feet to the True Point of Beginning, and containing 8.540 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths ($13/16$) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



JAM:ejm/nov03

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

[Signature] 11-14-03
Jeffrey A. Miller
Registered Surveyor No. 7211

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of Lot 9 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Pages 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference at an iron pin set at a northwesterly corner of Lot 8 of said "New Albany Country Club Section 19", being the intersection of the southerly right-of-way line of Keswick Commons with the westerly right-of-way line of Market Street;

thence North 53° 09' 04" West, with said westerly right-of-way line, a distance of 141.64 feet to an iron pin set on the northerly right-of-way line of said Keswick Commons, the True Point of Beginning;

thence with said northerly right-of-way line, the following courses and distances:

with the arc of a curve to the right, having a central angle of 166° 13' 29", a radius of 20.00 feet, having a chord bearing and distance of South 29° 57' 41" West, 39.71 feet to an iron pin set at a point of compound curvature;

with the arc of said curve, having a central angle of 27° 33' 02", a radius of 768.00 feet, having a chord bearing and distance of North 53° 09' 04" West, 365.74 feet to an iron pin set at a point of compound curvature;

with the arc of said curve, having a central angle of 166° 13' 29", a radius of 20.00 feet, having chord bearing and distance of North 43° 44' 12" East, 39.71 feet to an iron pin set on said westerly right-of-way line;

thence South 53° 09' 04" East, with said westerly right-of-way line, a distance of 356.22 feet to the True Point of Beginning, containing 1.017 acres of land, more or less.

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

Iron pins set, where indicated, are to be set iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

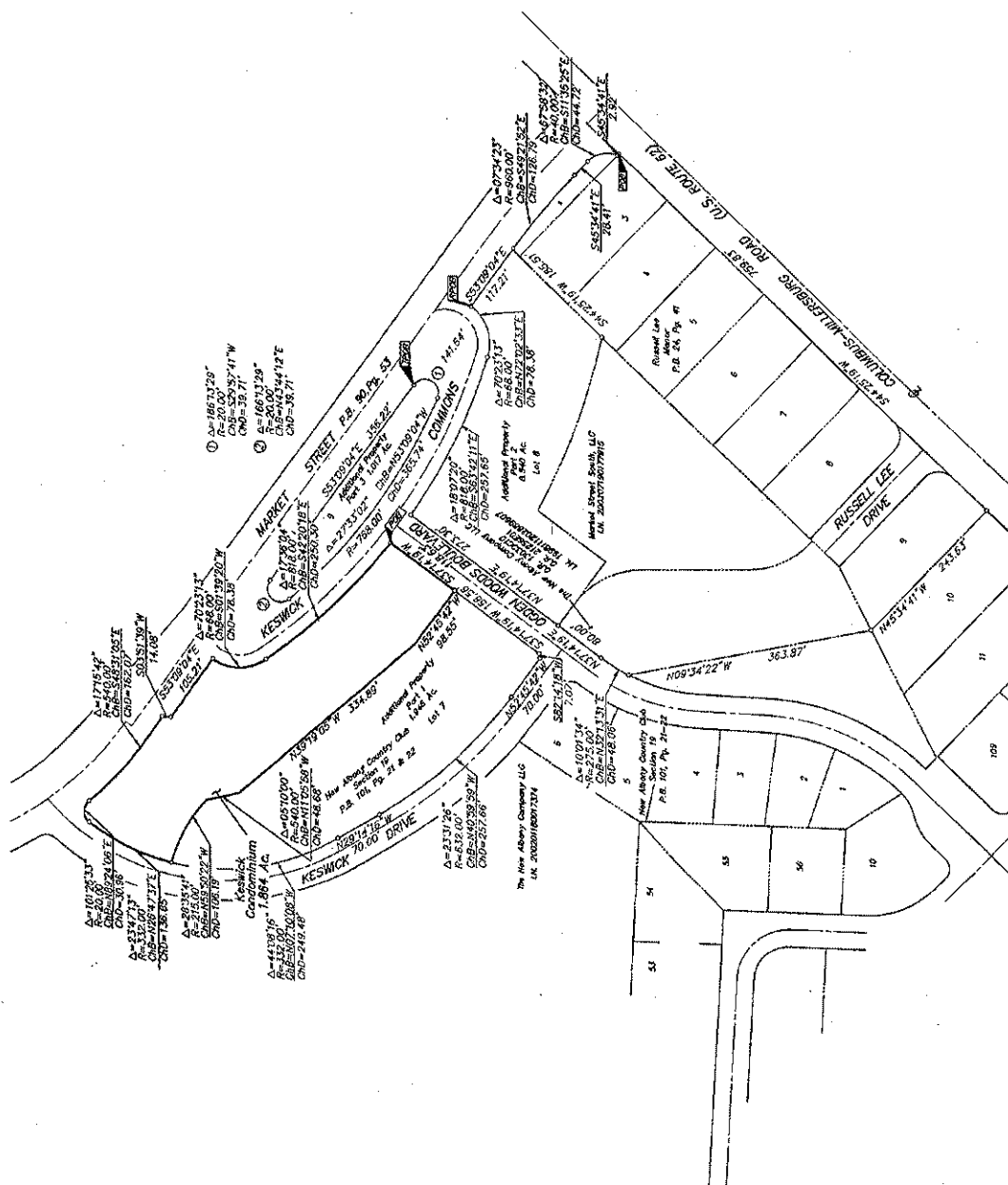
The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HABLETON & TILTON, INC

Jeffrey A. Miller 11-14-03
Jeffrey A. Miller
Registered Surveyor No. 7211

— 4 —



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

- ☒ - Non Pin Found
- ☐ - Non Pin Set
- ☐ - No0 No3 Set

NOTE: The percentages shown herein are based on the same criterion as the findings shown on the subdivision plot entitled "Time Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



GRADE SCALE
(IN FEET)

SCALE 1° = 100'

NOVEMBER 14, 2000

40017 0125 1251279
420125203 2 323121003 00157110002

DATE: 12/15/2009 TIME: 11:00 AM

(Faint mirrored text from reverse side)

BYLAWS
(Code of Regulations)
OF
KESWICK CONDOMINIUM ASSOCIATION

BYLAWS INDEX

	<u>PAGE</u>
NAME AND LOCATION (ARTICLE I)	a
DEFINITIONS (ARTICLE II)	a
UNIT OWNERS (MEMBERS) (ARTICLE III)	a
Composition (Section 1)	a
Annual Meetings (Section 2)	a
Special Meetings (Section 3)	a
Notice of Meetings (Section 4)	a
Conduct of Meetings (Section 5)	a
Quorum; Adjournment (Section 6)	a
Voting Rights (Section 7)	a
Voting Power (Section 8)	b
Proxies (Section 9)	b
Action in Writing Without Meeting (Section 10)	b
BOARD OF DIRECTORS: (BOARD OF MANAGERS) (ARTICLE IV)	b
Initial Directors (Section 1)	b
Successor Directors (Section 2)	b
Removal (Section 3)	b
Qualification (Section 4)	b
Nomination (Section 5)	b
Election (Section 6)	c
Compensation (Section 7)	c
Regular Meetings (Section 8)	c
Special Meetings (Section 9)	c
Quorum (Section 10)	c
Voting Power (Section 11)	c
Action in Writing Without Meeting (Section 12)	c
Powers and Authority (Section 13)	c
Duties (Section 14)	d
Delegation of Authority; Management; Contracts (Section 15)	d
OFFICERS (ARTICLE V)	d
Enumeration of Officers (Section 1)	d
Selection and Term (Section 2)	e
Special Appointments (Section 3)	e
Resignation and Removal (Section 4)	e
Duties (Section 5)	e
COMMITTEES (ARTICLE VI)	e
BOOKS AND RECORDS (ARTICLE VII)	e
AUDITS (ARTICLE VIII)	e
FISCAL YEAR (ARTICLE IX)	f
AMENDMENTS (ARTICLE X)	f

BYLAWS
(Code of Regulations)
OF
KESWICK CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Keswick Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Keswick Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Directors (Board of Managers) of the Association shall be at such place in Franklin County 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 Condominium, ("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 second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, 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 five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon.

Section 5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Voting Rights. One vote upon which Unit Owners are entitled to vote is allocated to each Unit, exercisable as the Owners of the undivided fee simple interests in that Unit may from time to time determine. If the Owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Unit

to cast a vote with respect to that Unit if assessments with respect to that Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 8. 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 9. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 10. 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 or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS: (BOARD OF MANAGERS)

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

Section 2. Successor Directors. No later than the time that eighteen (18) Units have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit Owners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) thirty (30) days after the sale and conveyance, to purchasers in good faith and for value, of one hundred fifty-four (54) Units, the Association shall meet and all Unit Owners, including the Declarant, shall elect three Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the three Directors shall be staggered so that the term of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the Director whose term then expires shall be elected to serve a three-year term. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. 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. In addition, notwithstanding any requirement as to maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto, to have the Unit Owners elect Directors and for Declarant to turnover the functions of operation of the Association to those elected 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 the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or co-owner of a Unit, the spouse of a Unit Owner or co-owner of a Unit, or a designated officer of an entity that is a Unit Owner, and such Unit Owner or co-owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

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

The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. 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 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

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

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

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

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

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements

and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

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

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan;

(l) do all things and take all actions permitted or required to be taken by the Association by pursuant to the provisions of the Existing Restrictions described in Article III, Section 2(g) of the Declaration, and

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

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

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

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

(c) cause an annual budget to be prepared;

(d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, provided, the Association shall not be required to provide to Unit Owners documents, materials, and information, the disclosure of which the Board in good faith determines would be inimical to the best interests of the Association and other Unit Owners. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

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

(a) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners within a reasonable time after request;

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

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

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

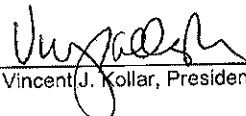
AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 21 day of November, 2003.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By 

Vincent J. Kollar, President

Sole Member

KESWICK CONDOMINIUM ASSOCIATION

Handbook of Rules & Regulations

2011

KESWICK CONDOMINIUM ASSOCIATION HANDBOOK OF RULES & REGULATIONS

This handbook was revised and prepared in February 2011 by the Board of Directors of the Keswick Condominium Association to serve as a reference source of general information about the community, the Rules & Regulations by which we shall all live, and the governance of the Association. This is not a substitute for the Declaration & Bylaws, which should be read and understood by every Unit Owner. In the event of a conflict between the Rules & Regulations, as defined in this handbook, and the Declaration & Bylaws, the Declaration & Bylaws are the controlling documents.

INTRODUCTION

The Keswick Condominium Association includes forty-four condominium units in seven buildings with two utility buildings. The condominiums are situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19."

Since December 10, 2003, the Keswick Condominium Association has been guided by various legal documents; these documents and good neighbors are the foundation upon which the Association has been able to attain and sustain a very desirable community in which to live.

The Rules & Regulations Handbook is intended to provide pertinent information easily accessible by owners and non-owner residents. It is a brief synopsis of the Association's Declaration & Bylaws, recorded in the Office of Franklin County Auditor Joseph W. Testa on December 1, 2003, and amended on March 10, 2009. The Rules & Regulations Handbook will provide a quick and easy reference on important matters that affect the operation of and living at Keswick Condominiums.

Should there be a conflict between the Rules & Regulations Handbook and the Declaration & Bylaws, the Declaration & Bylaws shall govern.

We believe you will find these Rules & Regulations reasonable and trust that you will cooperate by upholding them. Life in a condominium community is different from life in a private home. One of the most important principles that you will recognize as a condominium resident is your responsibility to observe the Rules & Regulations designed to maintain the quality of life in the community.

Any inquiries or concerns should be directed to our property management agent (see page 4.)

The Board of Directors

TABLE OF CONTENTS

The Board and the Association	1
The Board of Directors; The Association; Association Board Meetings; Conducting Board Meetings; Condominium Declaration & Bylaws; Purpose of Rules & Regulations; Committees; Dispute Resolution	
Property Management Company	4
Company information; Assigned Property Manager	
Important Telephone Numbers	5
Emergency and other useful local phone numbers	
Interior Maintenance and Emergency Responsibility	6
Financial Matters	7
Association Dues; Returned Checks (NSF); Delinquency Policy, Association Insurance; Homeowners Insurance Coverage; Insurance Disclaimer; Claims; Homeowner Responsibility for Utilities	
Common Elements and Limited Common Elements	9
Meaning of the Common Elements; Meaning of the Limited Common Elements; Purpose of the Common Elements; Environment of the Common Elements	
Buildings and Grounds	10
Flags; Personal Property; Signs; Holiday and Seasonal Decorations; Flowers, Trees and Shrubs; Electronics and Technology; Modifications, Alterations, and Maintenance; Personal Activities	
Pets	14
Vehicle Parking	15
Tenancy	16
Moving; Leasing of a Condominium	
Appendix	19
Comment, Complaint, or Violation Form; Real Estate Sign Specifications; Request for Modification to Property Exterior Form; Request to Inspect Records Form (Parts I, II, and III)	

THE BOARD AND THE ASSOCIATION

The Board of Directors

The Board is comprised of Unit Owners, who are considered members of the Association. The membership of the Association elects three owners to serve a term of three years; the terms are staggered to allow for continuity. Each year one Unit Owner will be elected at the Annual Meeting held in June.

The Association

The Board of Directors governs the day-to-day decisions for the Association. An excerpt from The Kaman Report, 2007, page 3, defines what an association is and what it is not:

There are many forms of governance that are *not* applicable to a community association. As an example, some owners think they have bought into a democracy in which they are entitled to vote on everything. A community association is *not* a democracy. Some owners think they have bought into a social organization where owners sit around, drinking scotch, and make casual decisions. A community association is *not* a social organization. Many owners have belonged to a civic organization or to a union. These owners may believe that the community association is similarly run. They may believe that a board makes a recommendation to the members, such as on an annual budget, and the members vote for or against the budget. A community association is *not* a civic organization or union. Remember all board members are elected, not anointed.

A community association *is* a business. Virtually every association is subject to a corporate form of governance. An owner has the primary right of attending the Annual Meeting at which the election of the association's governing board takes place.

Association Board Meetings

The Board meets no less than quarterly, to review the Association's finances and operations. At least one Annual Meeting of the Association membership will be called in the second calendar quarter of each year, with a minimum of five days' advance notice. Special meetings of the Association may also be called as warranted.

The date of the next quarterly Board meeting will be distributed to every owner in the newsletter as will a summary of the minutes from the previous quarterly Board meeting. Full minutes are available upon request.

Quarterly Board meetings are open to all members of the Association and those homeowners are invited to listen to the business of the Board. If there is a need for confidentiality the Board may elect to go into an Executive Session, at which point the attending Association membership will be asked to vacate.

Conducting Board Meetings

The Board will conduct meetings based on an agenda which covers the vital business of the Keswick Condominium Association. The Board and management company alone will participate. However, an agenda item is included during each quarterly board meeting for homeowner comments and discussion during which the attending membership may speak briefly or give feedback on relevant issues. New issues may not be acted upon immediately by the Board of Directors, but may be tabled for future discussion, follow up, or a vote.

Condominium Declaration & Bylaws

Every Unit Owner should have received a copy of the Condominium Declaration & Bylaws at or before the closing on his or her Unit. These documents are the basis by which a common plan of governance for the community was created and provides the Rules and Regulations by which the Association will operate. It is the duty of each Unit Owner to become familiar with these operating documents.

Purpose of Rules & Regulations

The purpose of the Rules & Regulations of the Keswick Condominium Association is to establish rules that will preserve our assets, control operating and maintenance costs, and provide for a harmonious living environment. The condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community and it is to this end that the Board, pursuant to the Declaration & Bylaws, adopted many of these Rules & Regulations. The Board may amend the Rules & Regulations as conditions change. Such change will prompt a revision to this handbook and will be issued to each Unit Owner.

Committees

Committees may be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will serve on committees as appointed by the Board of Directors, with one committee member being designated as committee chairperson. All Unit Owners are encouraged to be actively involved in their community and to volunteer for committee appointment or help with special projects.

Dispute Resolution

Residents who have problems with those who do not follow the Rules & Regulations are encouraged to try to resolve the issues informally.

Any Unit Owner or other resident who feels that a rule has been violated may file a formal complaint with the property management agent, (see “Property Management Company” for contact information.) A form is provided in the Appendix of this handbook.

The anonymity of the complainant will be protected. Once the complaint is received, the management company and the Board will review the complaint and, if warranted and at the discretion of the Board, will send a violation letter to the offender and all Board members. The management company will send the resident a copy of the section of the Handbook titled Dispute Resolution. The owner or resident has ten days to respond to the letter.

The recipient of the letter has the following options:

1. Comply with the Handbook and notify the management company of the corrective action. If the management company does not receive notification, it will inform the Board.
2. Write a letter to the Board that explains why the ten-day period is insufficient. The resident must propose another date and explain the necessity for the delay. Once the Board receives this letter, it may decide to grant the delay or instruct the resident to comply with the rules within ten days.
3. Write a letter to the Board disputing the legitimacy of the complaint. The Board will rule on this, and if the complaint is found to be illegitimate, the issue is resolved.
4. Refuse to comply. If the resident does not comply within the allotted time period and does not write a letter to the Board requesting additional time or questioning the complaint, the Board may engage someone to perform the work necessary and bill the resident for any and all costs associated with the resolution of the issue.

PROPERTY MANAGEMENT COMPANY

Condo Management of Columbus

The property management company retained by the Board of Directors for the Keswick Condominium Association.

Condo Management of Columbus
P.O. Box 28249
Columbus, Ohio 43228
Office telephone: (614) 488-7711
Office fax: (614) 488-7707
Website: www.condocolumbus.com

Assigned Property Manager

Cindy Mild
Direct telephone: (614) 488-7711 Ext. 7#
Email: cindy@condocolumbus.com

IMPORTANT TELEPHONE NUMBERS

Emergency Police/Fire Departments

911

Village Police Department

(614) 855-7544

Village Fire Department (Plain Township)

(614) 855-7370

Columbus Health Department

(614) 645-8191

City of Columbus Water Department

(614) 645-8270

Columbia Gas (Emergency)

(800) 282-0157

American Electric Power (Emergency)

(800) 277-2177

New Albany Urgent Care

(614) 939-9100

Village of New Albany

(614) 855-3913

New Albany Schools, Administration Office

(614) 855-2040

New Albany Chamber of Commerce

(614) 855-4400

Columbus Library, New Albany Branch

(614) 645-2275

INTERIOR MAINTENANCE AND EMERGENCY RESPONSIBILITY

All interior maintenance, including that which is an emergency in nature, is the responsibility of the Unit Owner. If property management dispatches a maintenance technician to address an interior emergency maintenance item, the cost of the service call and maintenance is the responsibility of the Unit Owner.

FINANCIAL MATTERS

Association Dues

Association Dues are payable to Keswick Condominium Association on the first of each month. Provided coupons should be utilized when paying Association Dues by check. Automatic electronic transfer of monthly dues can be arranged through the property management company or an owner may use his preferred banking method

A late charge of \$25 will be added to any account delinquent after the 10th of the month (payment received or postmarked after the 10th). Any payments made shall be applied in the following order:

1. Interest owed to the Association
2. Administrative late fees owed to the Association
3. Collection cost, attorneys' fees, and paralegal fees incurred by the Association
4. Principal amounts the Unit Owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.

Returned Checks (NSF)

In the event any check is returned for non-sufficient funds:

1. The check shall be charged back to the individual account.
2. A \$30 handling fee payable to the Association will be charged back to the Unit Owner.
3. The check will be held until a replacement check has been cleared for payment.

Collection Policy

Upon the eleventh (11th) day of the month, the property management company sends a delinquent notice to the Unit Owner and the Unit Owner's account is assessed a \$25 late charge.

A lien will be automatically filed when an account becomes one hundred and twenty (120) days delinquent. The delinquent Unit Owner's account is charged the cost of filing the lien (see Declaration, Article XV, Section 5(d).)

A lien or foreclosure action may be taken at the Board's sole discretion when fees are in arrears. If a foreclosure is initiated, all costs, including attorneys' fees, are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement (see Declaration, Article XV, Section 5(h).)

All fee payments made to a Unit Owner's account after that account becomes delinquent will be applied to the oldest outstanding balance. Late charges will continue to be assessed on the outstanding balance until the account is current.

The Unit Owner's voting privileges will be suspended until such time as the account becomes current.

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

Association Insurance

The Association will maintain appropriate levels of insurance in accordance with the Declaration. The policy covers the basic structure of the condominium units as well as the Common Elements of the community. A copy of the policy can be obtained upon request from the property management company for the cost of copying and postage.

Homeowner's Insurance Coverage

Unit Owners should consider obtaining individual homeowner's insurance, which would provide coverage for the interior structure and personal contents as well as any and all additions, improvements, betterments, and upgrades to the Unit.

Insurance Disclaimer

The above is provided solely for informational overview purposes. A Unit Owner is responsible for and is encouraged to determine his individual homeowner's insurance requirements upon consultation with a qualified insurance expert. To assist in that endeavor, a copy of the Association's insurance policy is available from the property management company.

Claims

Claims made against the master policy must be filed by the Board.

Homeowner Responsibility for Utilities

Each Unit Owner is responsible for utility services separately metered or separately charged by the utility company to that Unit; this includes gas, electricity, and water. All other utility costs, including Common Element irrigation, shall be common expenses and paid by the Association through the collection of monthly dues (see "Association Dues.")

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Meaning of the Common Elements

Common Elements is all the condominium property, except that which is defined to be the Unit. Fences are part of the Common Element.

Meaning of the Limited Common Elements

Those portions of the Common Elements that serve one Unit and whose use, benefit, and enjoyment are reserved for the lawful occupants of that Unit. They include the front porch, rear porch, and driveway. They do not include the fences.

Purpose of the Common Elements

The Common Element is for the sole and exclusive use, benefit, and enjoyment of the residents for the purpose and manner in which such elements are ordinarily used. All Unit Owners jointly own the Common Elements, including the Limited Common Element. No one shall use the Common Element or Limited Common Element in such manner as to disturb others.

Environment of the Common Elements

Each Unit Owner should report in writing to the management company the need for any repairs to Common Elements that are the obligation of the Association to maintain.

Any damage to the Common Elements caused by an owner or occupants, including tenants or guests of an owner, shall be repaired or replaced at the expense of the Unit Owner.

Noise or nuisance that distracts or disturbs others is prohibited.

Unit Owners and occupants are prohibited from giving work instructions to an Association contractor, e.g., landscaper, snow plower. This requirement is not intended to reduce or refuse service; it is an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests should be submitted to the management company.

Disposing of hazardous, flammable, or volatile materials into the Common Elements or storm sewers is prohibited.

BUILDINGS AND GROUNDS

Flags

- The American flag may be flown or displayed at any time following normal flag protocol. Flags must be in good condition and be no more than 3 ft. x 5 ft.
- School and team flags can only be flown on game days. Flags must be in good condition and be no more than 3 ft. x 5 ft.
- Flag holders can only be installed on the front yard light post and are not permitted to be installed on any siding (wood, Hardiplank, or brick). Any damage resulting from inappropriate installation such as hole drilling which permits water to enter the flagpole causing wood damage, either immediately or in the future, is the responsibility of the homeowner.

Personal Property

- Wind chimes are permitted in the rear patio Limited Common Element only with the consent of the homeowner's immediate neighbors.
- Statues, statuettes, bird feeders, birdbaths, lawn ornaments, and decorative art are permitted without permission only in the fenced, back patio Limited Common Elements. Written permission for placement in end-unit open-back patios must be sought from the Board of Directors. The management company will facilitate any application.
- No lawn or yard ornaments are permitted in or on the Common Element.
- Furniture is not allowed on the front porch.
- Seasonal front door and front porch decorations, outside of holiday periods, are permitted, but should be or have the appearance of natural materials.
- Doormats with rubber backings are prohibited on the front steps primarily because dampness and water damage to those steps may be caused.
- Laundry, towels and swimsuits, or rugs shall not be hung anywhere on the property including, but not limited to, the back patio area, porches, or fences. Clotheslines of any kind are prohibited.
- All personal property, such as lawn chairs, bicycles, tables, chairs, etc., must be kept within the Limited Common Element patio or the garage. The Board respectfully asks those owners of end units where the patio is open to consider storage in their garage.
- Storage of any items in the Common Elements is prohibited.
- Landscape lights are only to be installed in the rear patio element of each Unit with Board approval. Lights must be no greater than 24 inches high and must be of sufficiently low intensity so that the adjacent neighbors are not disturbed. Applications should be made to the Board through the management company.
- The Unit Owner assumes all responsibility for landscape light installation and maintenance. Should lights be damaged in the normal course of property management, through lawn mowing or any other maintenance activity, the Unit Owner is responsible for the repair or replacement of the damaged lights.

- Unit Owners shall not cause or permit anything to be hung or displayed on the inside of windows except inoffensive drapes, curtains, blinds, and louvers and items as expressly noted elsewhere in this handbook.
- Unit Owners should make use of garbage and recycling bins and not put out garbage bags for collection. Bins should be removed promptly after collection. Garbage bins can be purchased directly from the Keswick trash contractor, Rumpke, or purchased from any local hardware store. Recycling bins are available at the Village Hall.

Signs

- One professionally manufactured exterior For Sale sign is allowed of the standard defined by the Keswick Condominium Association and approved by the New Albany Country Club Communities. Signs can be ordered through any real estate agent or directly from a sign manufacturer familiar with New Albany (see Appendix.)
- Open House directional signs are allowed during the event period only.
- Security system signs may be displayed in the front garden bed closest to the front door and the rear garden bed closest to the back gate. Alternatively, a decal may be placed in one front and one rear window.
- Political signs are not allowed
- No personal or other signs are allowed (team, school, etc.).

Holiday Decorations

- Holiday decorations may be displayed no more than thirty (30) days before any holiday and must be removed within fifteen (15) days after the holiday.
- Decorations can only be used, without permission, in or on Limited Common Elements and front porches and steps.
- Decoration is allowed only with prior approval of the Board of Directors in or on the Common Elements. A written request with clear plans must be submitted at least thirty (30) days in advance of potential installation.
- A display of simple white lights are the only acceptable illuminated decorations.
- Front door decorations, such as a wreath or other door hanging, are acceptable for holidays and should be or have the appearance of natural materials. Decorations must not be permanently attached.
- Decorations should not cause any permanent damage to the Limited Common Element. Any repairs resulting from installation damage will be the responsibility of the homeowner.

Flowers, Trees, and Shrubs

- Owners should not plant any flowers in the Common Elements.
- Plantings should not interfere with the maintenance of any property, including fences and dividing walls, for which the Association is responsible.

- A removable trellis structure should be used for vines or any climbing plants in the rear patio to prevent damage to and allow maintenance of fences. Any damage caused during installation is the responsibility of the owner.
- Prior written approval is required before a Unit Owner makes significant modifications to the Limited Common Element patio area. Non-owner residents should work through the Unit Owner. (See, “Modifications, Alterations, and Maintenance.”)
- Planters and flower boxes of traditional materials, or giving the appearance of traditional materials, such as stone or cast iron, are permitted on the front porch, front steps, or immediately in front of steps.
- Planters and flower boxes are prohibited on driveways, in alleys, and on common walkways.
- At the end of the season planters and flower boxes must be removed from view.
- Shepard hooks will only be permitted in the rear patio Limited Common Element.

Electronics and Technology

- Satellite dish installation must have prior written approval from the Board of Directors. Approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all Village of New Albany Codes and Regulations and those codes and regulations of other agencies governing such installation, including but not limited to the FCC, the building department, the utility company, and manufacturer guidelines. The Unit Owner is still required to obtain any and all permits, such as a building permit, required by law. The management company will facilitate applications to the Board.
- Satellite dishes shall be as small as possible but in no case larger than 39.4 inches (one meter) in diameter and shall not be affixed to or placed upon any exterior wall, roof, or in the Common Elements unless approved by the Board in writing. Dish installation shall be of quality construction and must conform to all applicable building codes and manufacturer’s specifications. The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building. Any variation in installation from that represented in the original application for dish installation must be resubmitted in writing for additional approval.
- The Unit Owner is responsible for any damage to the exterior of the building caused by the dish installation process. If any existing landscape or utilities are damaged or destroyed during any phase of installation, the Unit Owner shall, at his expense, replace or repair, or have replaced or repaired, such damage. The Unit Owner is responsible for any damage resulting from dish removal.
- Dish maintenance and repair are the responsibility of the Unit Owner. The Unit Owner is also responsible for any additional Unit maintenance and/or repair costs incurred as a result of dish maintenance or repair.
- No radio or television antennas should be affixed to or placed upon the exterior walls or roof of any part of the buildings without the prior written consent of the

Board. All criteria that apply to satellite dishes also apply to radio and television antennas. The management company will facilitate Board approval.

Modifications, Alterations, and Maintenance

- Board approval is required for any modification or alteration to the Common Element or Limited Common Element. The Unit Owner should submit complete plans for any modification or alteration through the management company. Plans should include specifications of the specific nature of the project including but not limited to kind, shape, height, materials, color, location, and anticipated start and completion dates. In addition references should be supplied for the contractor or person doing the proposed work. A form is provided in the Appendix of this handbook.
- With written Board approval but prior to initiating the modification or alteration, the Unit Owner will sign appropriate documents that will:
 1. Fully define the scope of the modification or alteration
 2. Acknowledge that the granting of Board approval does not in any way constitute a change as to how the property being modified or altered is defined and that it remains defined as common property
 3. Make the Unit Owner, or subsequent Unit Owner, responsible for all maintenance and damage repair to the modification or alteration, irrespective of how that damage was created. The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of that modification or alteration.
- During winter months the use of salt on concrete or brick porches, walkways, and patios is prohibited. Magnesium chloride, calcium chloride, or any other non-destructive deicing agent should be used.
- Owners shall not make any decorative additions to the exterior of any building. Decorative elements falling under this ruling include but are not limited to awnings, shutters, and canopies.

Personal Activities

- Garage sales and tag sales are prohibited except where endorsed and approved by the Board as a community event.
- Playing in the alleys is prohibited.
- Solicitation of any kind is prohibited.

PETS

- Animals other than those classified as household domestic pets are prohibited.
- The number and size of household domestic pets are subject to reasonable limitations.
- Pets should not be bred or maintained for commercial purposes.
- Pet owners are responsible for immediately cleaning up waste after their animals. Owners failing to do so will be assessed the costs for grounds-maintenance people to do the cleanup. Owners who consistently fail to clean up after their animals may be faced with the removal of the offending animal from the condominium property upon written notice from the Board.
- Pets are not allowed to be off a leash in the Common Element or the Limited Common Element.
- Animal houses or pens are not permitted on patios, porches, or any common or Limited Common Elements.
- The cost of repairing any type of damage caused to any Common Element or Limited Common Element caused by an animal shall be assessed to the owner of the offending animal.
- Pet owners may be assessed a rate of \$25 for each violation of any of the above policies after receiving a first warning notice.

VEHICLE PARKING

- All parking by residents or guests of residents shall be first inside of the garage. If space is not available within the garage then parking may overflow onto the driveway Limited Common Element in front of the garage door.
- No vehicles shall be parked in any manner that blocks any street, alley, or driveway. Blocking the ingress and egress to any other Unit Owner's garage is prohibited.
- Parking along the private alley is strictly prohibited.
- Parking and/or driving on any lawn Limited Common Element is prohibited.
- Boats, trailers, motor homes, recreational vehicles, trucks larger than 1.75-ton pickups, campers, travel trailers, or similar vehicles may be parked in the driveway for a period no longer than 24 hours without advance approval by the Board.
- Dumpsters can be parked in parking spaces at the front of a unit but only with written permission from the Board of Directors which must be obtained in advance through the property management agent (see "Property Management Company" for contact information.)
- Parking for the purpose of major vehicle repairs are prohibited on any part of the property.
- Vehicle repairs are prohibited on condominium roadways.
- Vehicles that have been rendered inoperable because of flat tires, dead battery, expired tags, etc., shall not be parked in any area on or immediately adjacent to the property except for short-term emergency service. Unit Owners and their guests will make every effort to protect the common property and limited common property paving elements, such as using wood to distribute jack pressure, while effecting repairs. Unit Owners will be responsible for any damage caused.
- Vehicles with commercial plates and/or signage are not permitted to be parked on Limited Common Elements (driveways) or Common Elements (guest parking) at any time.
- Commercial moving vans and trucks or other commercial vehicles in the area to perform service or repair work for a Unit Owner, for the management company, or for the Board are authorized exceptions for the length of time necessary to accomplish the aforementioned work. Whenever possible, moving vans should be parked in front of homes.
- Any commercial vehicle allowed shall not interfere with the normal flow of traffic and any regular service vehicles such as refuse collection and postal service.
- Violation of any of the above parking and vehicle operating rules can result in towing, without notice, at the vehicle owner's expense.

TENANCY

Moving

- If a Unit Owner is moving it is required that the management company be notified of the move-out date, the new Unit Owner of record, and the closing date.
- It is the current owner's responsibility to make certain that all condominium assessments are current.
- All vehicle operating rules must be followed (see "Vehicle Parking").

Leasing of a Condominium

- The number of occupants shall be limited to that permitted by local housing, health, and other regulations covering the Keswick Condominium Units.
- No Unit shall be used for any purpose other than that of primarily a residence for individuals living as a single-household Unit.
- No Unit shall be used as a group home, commercial foster home, etc.
- The Board of Directors of Keswick Condominiums has promulgated the following rules for an owner when leasing a Unit to another individual or individuals:
 1. Every lease and renewal lease covering a Unit of the condominium shall be in writing and duly executed by the parties thereof. It shall contain all the provisions required by this handbook and not be for a period of less than one (1) year.
 2. The Unit Owner is responsible for any agent, tenants, tenants guests, or their agents for their actions and compliance with the Bylaws, Declarations, and Rules and Regulations.
 3. The owner's account is the only account recognized by the Board, and all assessments to an account are the responsibility of the Unit Owner.
 4. The Unit Owner must fulfill all responsibilities to the Association.
 5. A copy of the tenant's lease must be recorded with the management company along with a signed copy of the Rules and Regulations.
 6. Tenants should refer all requests or needs to their respective Unit Owner or agent(s) of the Unit Owner. In the case of a dire emergency, a tenant may contact the Board or the management company.
 7. The Unit Owner is responsible to hear and report a tenant's requests, complaints, or observations and to convey that information to the Board or to the management company on a timely basis if necessary to facilitate action.
 8. The Unit Owner is responsible for administering the leased property and to make sure tenants have knowledge of and

abide by the Association Bylaws, Declaration, and Rules & Regulations of the community.

APPENDIX

KESWICK CONDOMINIUM ASSOCIATION

COMMENT, COMPLAINT, OR VIOLATION FORM

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Name and Unit Number.....Date.....

Telephone.....Email Address.....

Comment or Complaint.....

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Violation(s): Please describe nature, location, time, date, etc.....

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Signature.....

To be completed by Condo Management of Columbus on behalf of the Association

Date Received.....By.....

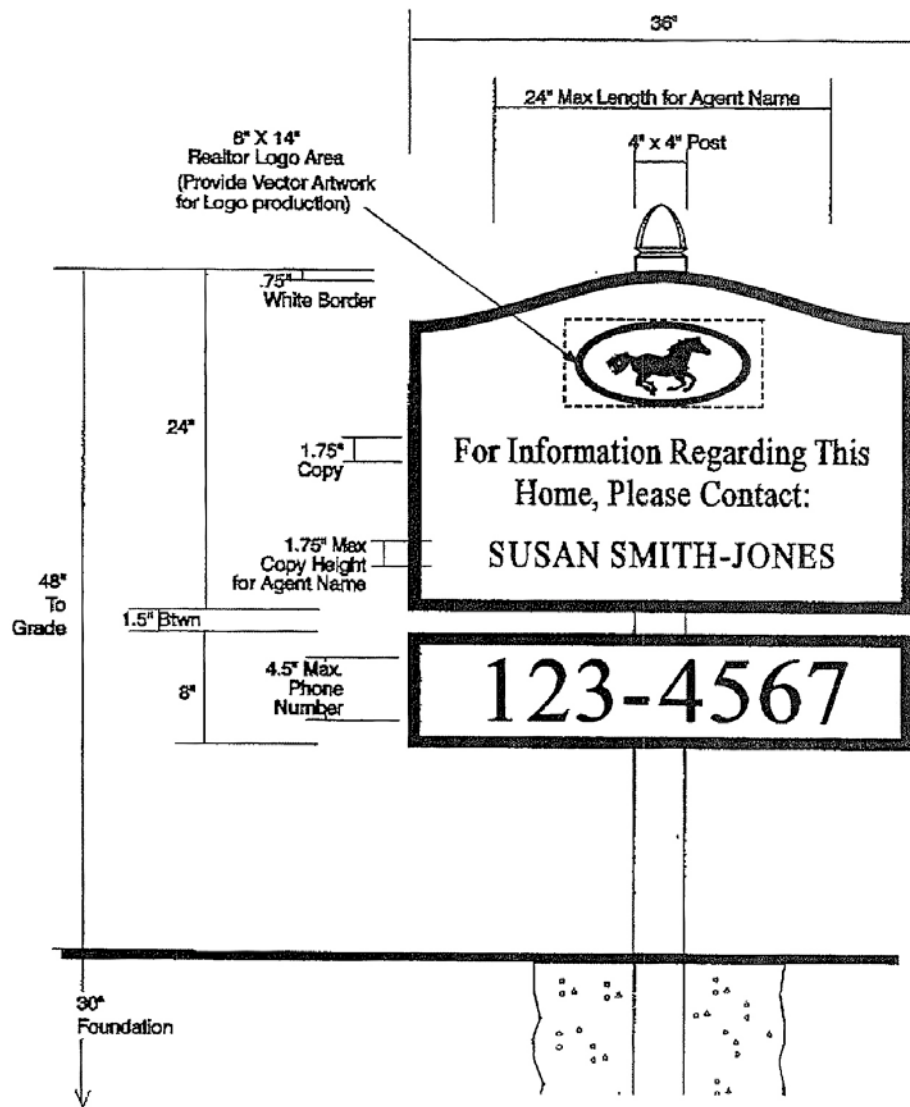
Action Taken and Response to Owner.....

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KESWICK CONDOMINIUM ASSOCIATION

THE KESWICK STANDARD PANEL & POST REAL ESTATE SIGN



Colors: Dark Navy (or NACO) Blue with White Borders on .5" MDO

Lettering: Please note specifications above

This is part of the New Albany Country Club Communities approved sign program. No deviations from standard format are allowed without written Architectural Review Board approval.

KESWICK CONDOMINIUM ASSOCIATION

REQUEST FOR MODIFICATION TO PROPERTY EXTERIOR

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Name and Unit Number.....Date.....

Telephone.....Email Address.....

Description of modification (please be as specific as possible).....

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List attached plans.....

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Signature.....

To be completed by Condo Management of Columbus on behalf of the Association

Date Received.....By.....

Action taken and response to owner.....

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KESWICK CONDOMINIUM ASSOCIATION

REQUEST TO INSPECT RECORDS

PART I: RECORD REQUEST DETAILS

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Name and Unit Number.....

Telephone.....Email Address.....

Please complete Parts I, II, and III of the Request to Inspect Records. Please read the section related to Records Request Policy in the Rules & Regulations handbook and understand all applicable charges and restrictions that apply as noted in this form before signing.

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

KESWICK CONDOMINIUM ASSOCIATION

REQUEST TO INSPECT RECORDS

PART II: CHARGES, TIMING, AND RESTRICTIONS

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Do you anticipate making copies of any records to be inspected? Yes..... No.....

If you prefer to have copies of records sent via U.S. Mail please check here.....

Do you wish to receive a total estimate if charges exceed \$25.00? Yes..... No.....

Preferred inspection dates and times.....

.....

.....

This request form must be completed by any owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. A minimum of five (5) business days is needed to process a request. If there is a question with any request, the owner shall be notified within a reasonable amount of time of the reason for any delay.

The Association requires that the owner provide the reason for each record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. It is the intent of the Association to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Copying charges shall be assessed at \$.05 per page and a minimum clerical fee of \$15.00 for the copying of pages 1 through 50 plus an additional clerical fee of \$5.00 for every increment of 50 pages copied thereafter. The actual cost of mailing charges will be the owner's responsibility. A physical records inspection which requires the presence of a staff member of the management company shall be charged at \$20.00 per hour in fifteen (15) minute increments.

Inspections of the Associations records shall take place during normal business hours at the office of the management company (please call the Property Manager for the office address.)

KESWICK CONDOMINIUM ASSOCIATION

REQUEST TO INSPECT RECORDS

PART III: LEGAL OBLIGATION AND SIGNATURE

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

By signing, I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than as stated above. I agree to indemnify, defend, and hold Keswick Condominium Association, its Board Members, and its managing agent and company, and their respective successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection, clerical fees, and copying and other charges incurred pursuant to this request, as outlined above, will be assessed to my account or paid in advance, as directed by the Board of Directors.

Signature.....Date.....

To be completed by Condo Management of Columbus on behalf of the Association

Date Received.....By.....

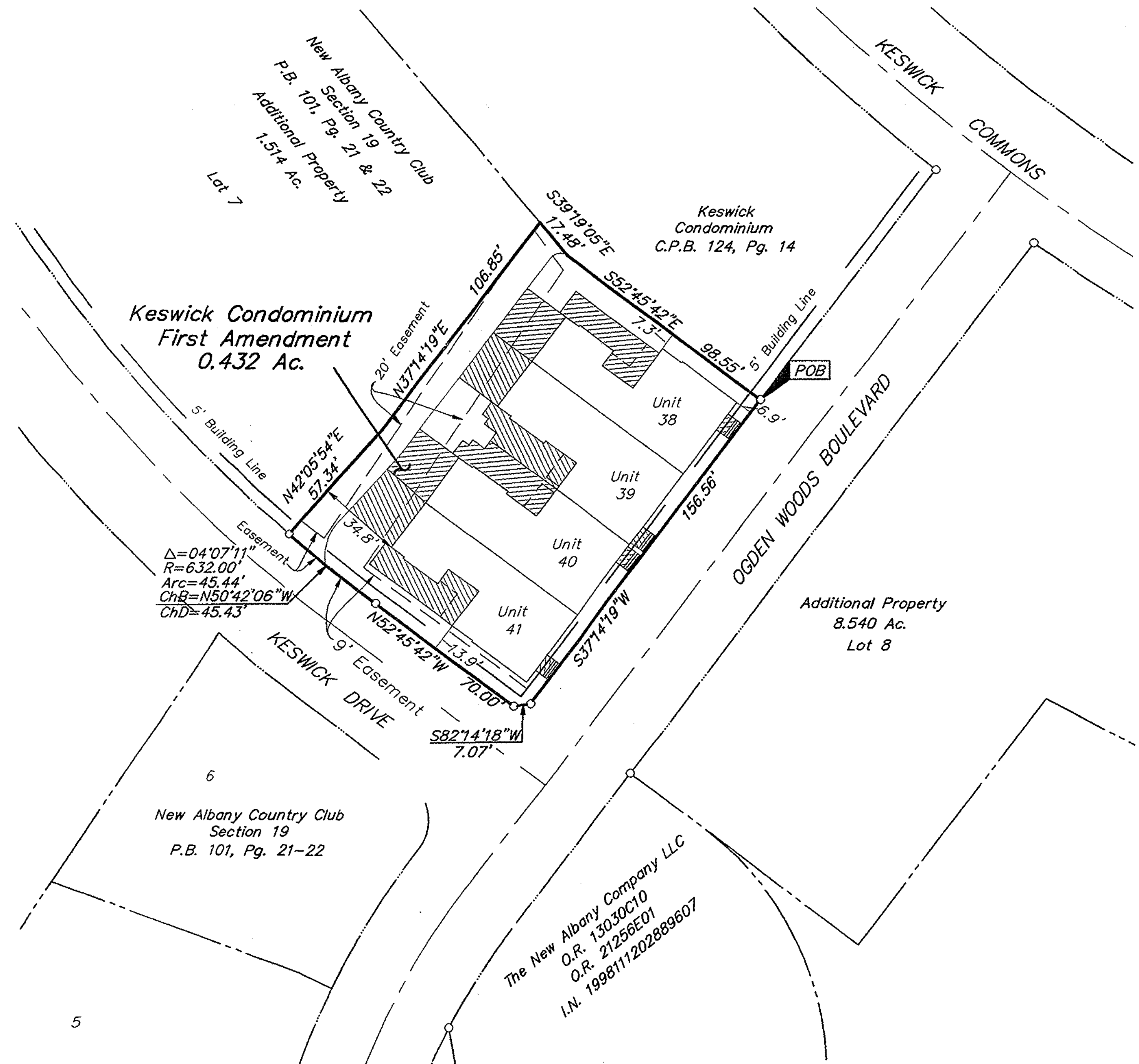
Action taken and response to owner.....

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**THE DRAWINGS
KESWICK CONDOMINIUM
FIRST AMENDMENT**

QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY LANDS
VILLAGE OF NEW ALBANY, FRANKLIN COUNTY, OHIO



LEGEND
Areas not designated as units or limited common elements are common elements.

- = Limited Common Element
- Unit 38 = Unit Designation
- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag Nail Found
- = Mag Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found
- I.P. Set are 1 3/16" I.D. iron pipe with cap inscribed EMHT INC



BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37°14'19" West.

Condominium Declaration
200407150164269

200407150164271
Pg: 2 \$129.00 T20040062198
07/15/2004 12:09PM BXLOVELAND 30
Robert G. Montgomery
Franklin County Recorder

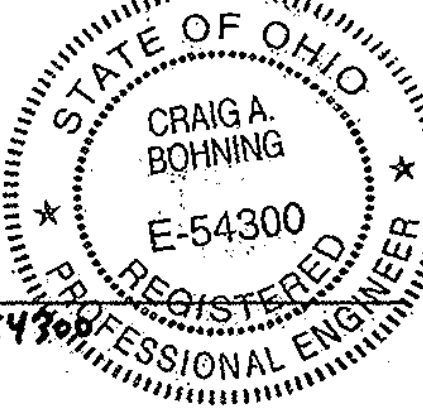
EVANS, MECHWART, HAMBLETON & TILTON, INC.

CERTIFICATION

We hereby certify that these drawings accurately represent buildings as located at KESWICK CONDOMINIUM FIRST AMENDMENT and that there are no encroachments on any abutting premises and said drawings accurately show the buildings as constructed.



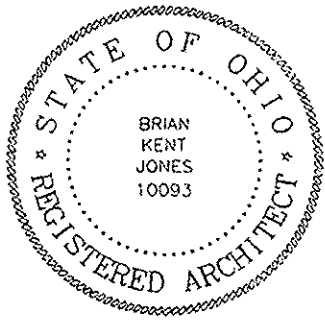
By 7/6/04
Registered Surveyor No. 8250
Edward J. Miller



By
Registered Engineer No. 54300

EMHT INC.
ENGINEERS, SURVEYORS, PLANNERS, SCIENTISTS
EVANS, MECHWART, HAMBLETON & TILTON, INC.
170 MILL STREET
GAHANNA, OHIO 43230
TELEPHONE (614) 471-5150
FACSIMILE (614) 471-2286

Date: June 15, 2004
Scale: 1" = 40'
Job No: 2004-0915
Sheet: 1 of 2



Keswick Condominium - First Amendment

New Albany, Ohio

SOUTH OF MARKET STREET

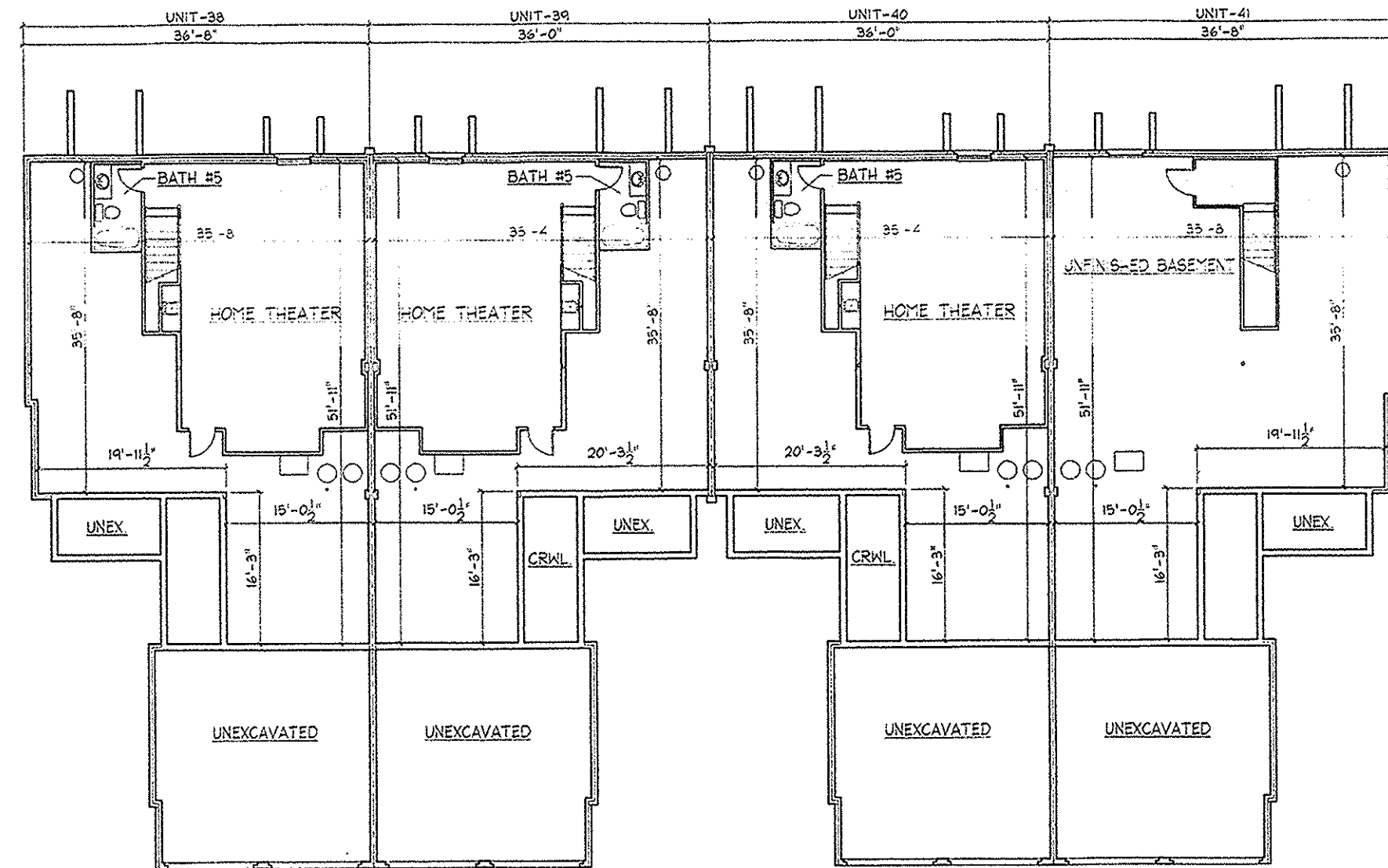
BRIAN KENT JONES
ARCHITECT
THE EMPIRE BUILDING
150 East Broad Street Columbus Ohio 43260
614.335.3799

FLOOR PLANS AND EXTERIOR ELEVATIONS

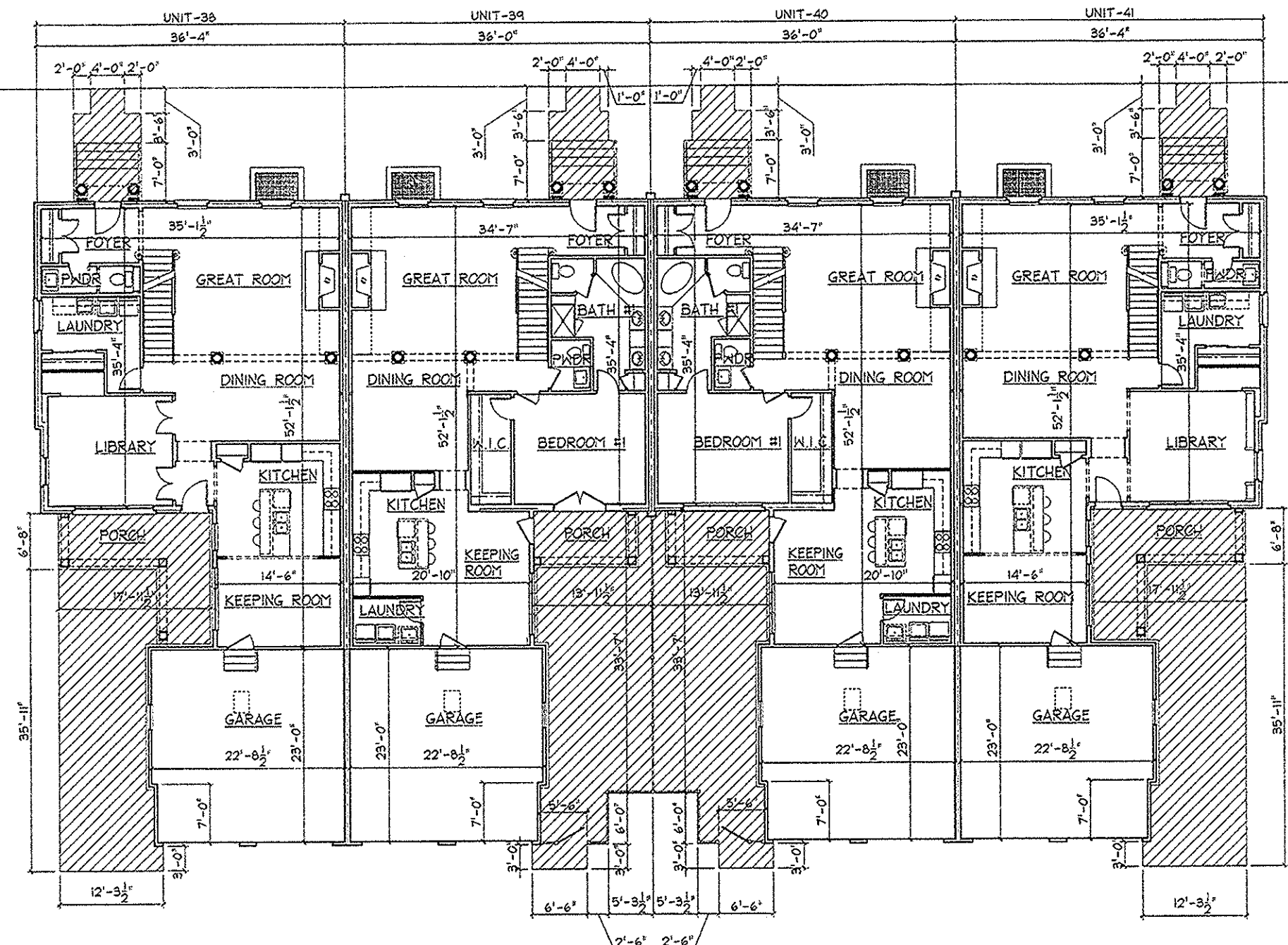
0203.07
31 JUL Y 2004

CLOSING DOCUMENTS

REVISIONS

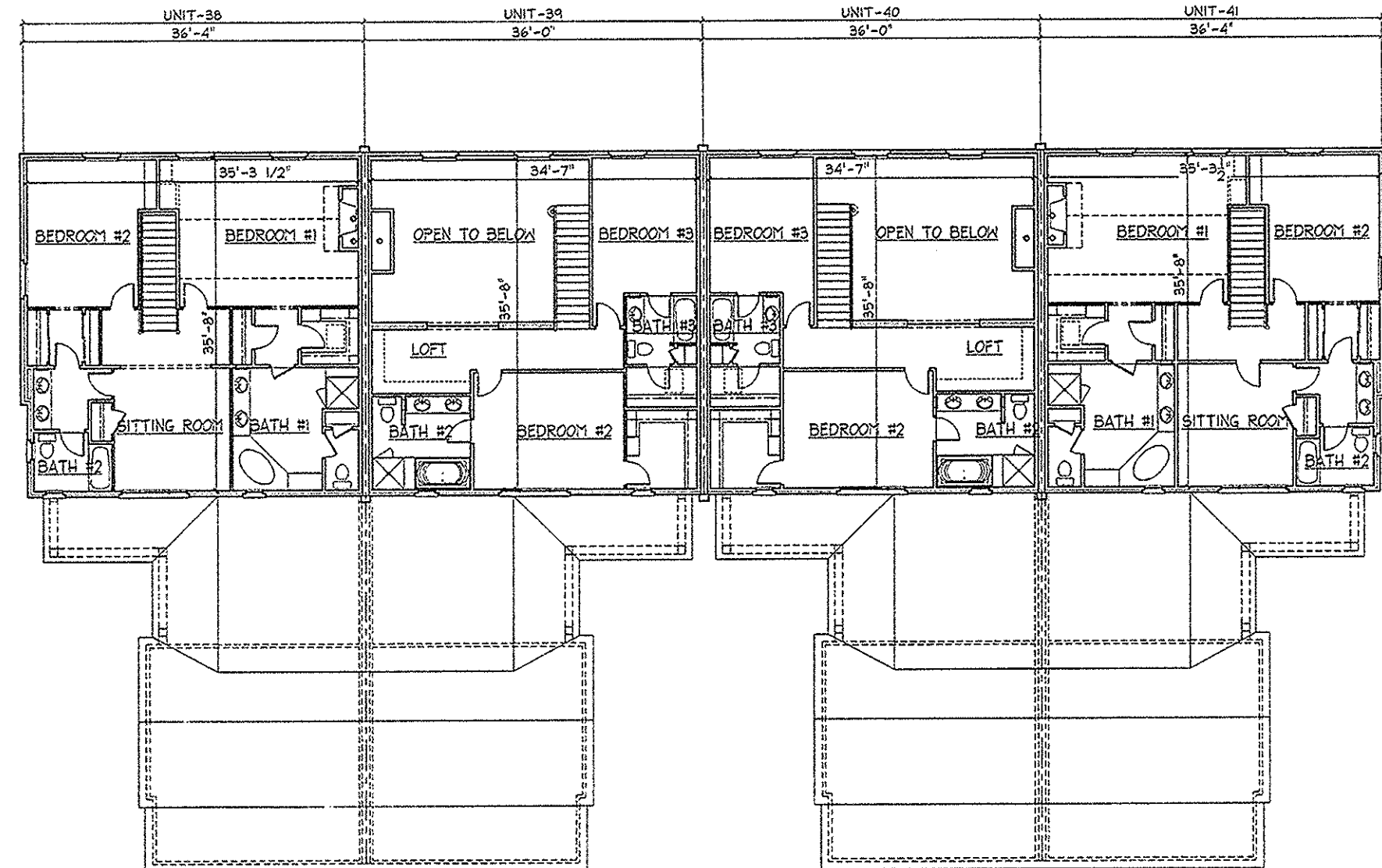


LOWER LEVEL BUILDING PLAN
1/16" = 1'-0"

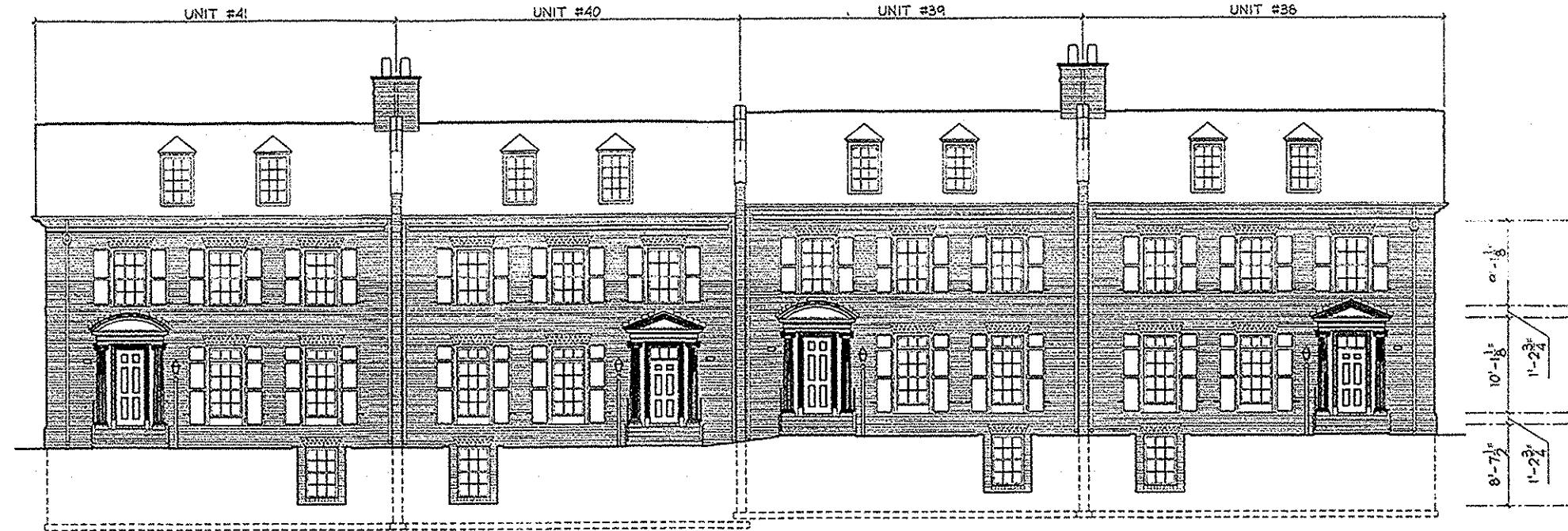


FIRST FLOOR BUILDING PLAN
1/16" = 1'-0"

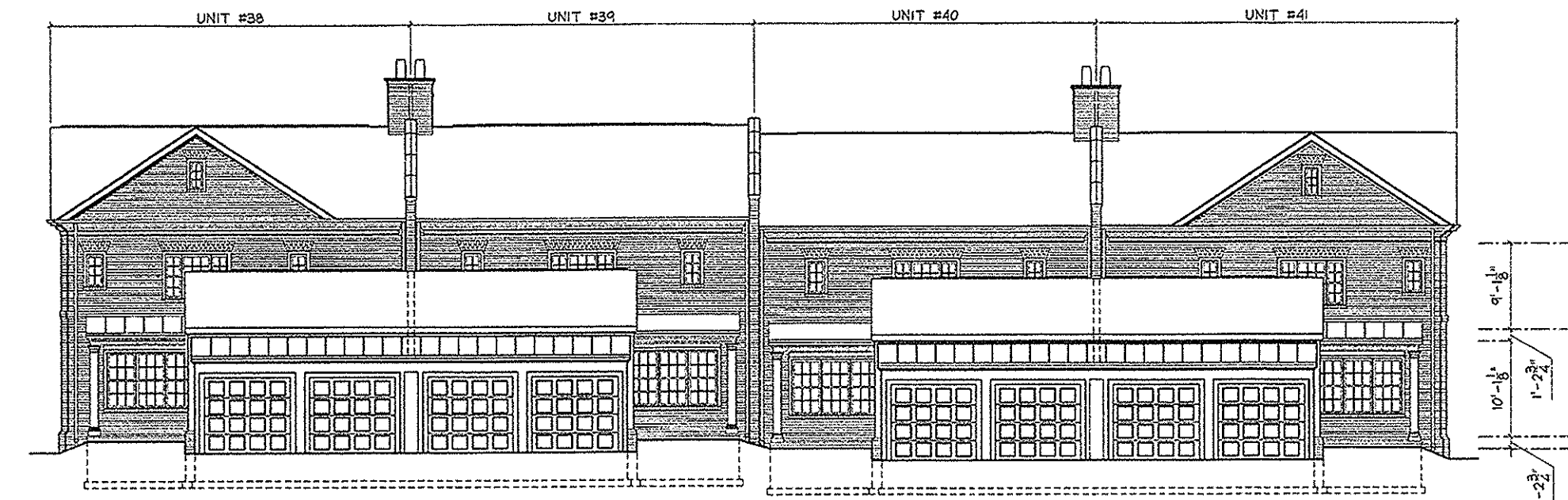
- LIMITED COMMON ELEMENTS



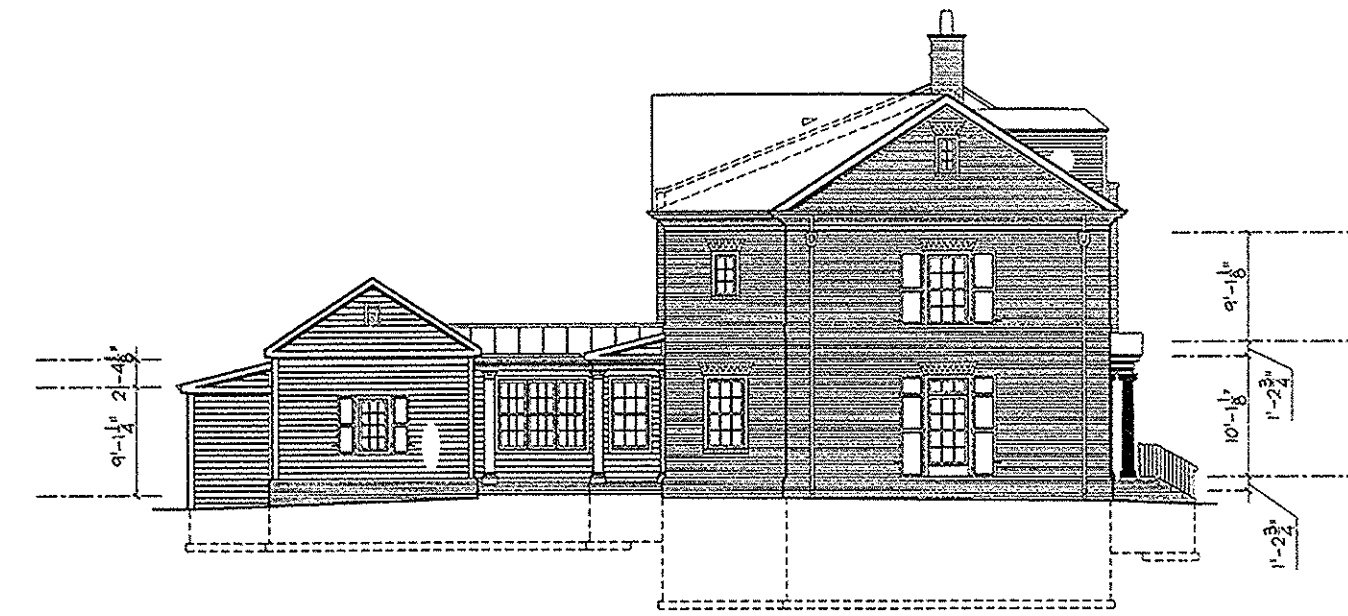
SECOND FLOOR BUILDING PLAN
1/16" = 1'-0"



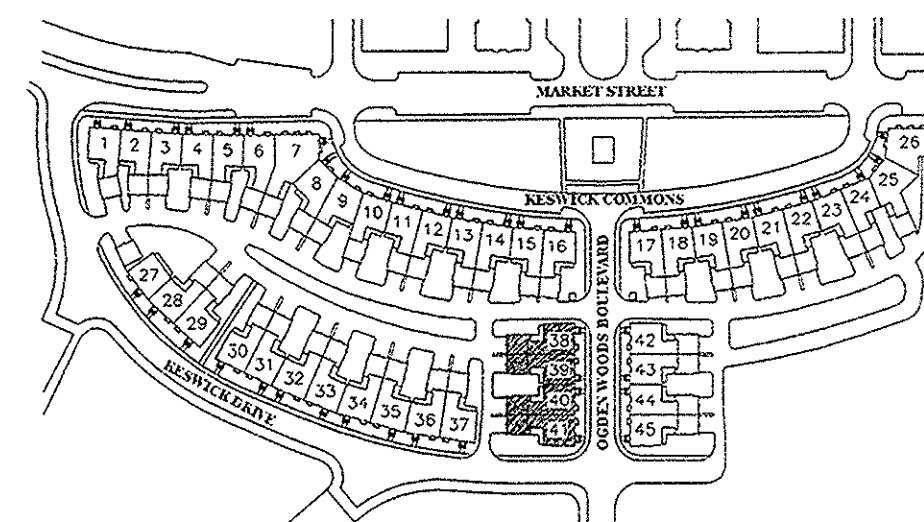
FRONT ELEVATION
1/16" = 1'-0"



REAR ELEVATION
1/16" = 1'-0"



SIDE ELEVATION
1/16" = 1'-0"



KEY PLAN



ADDITIONAL REMARKS SCHEDULE

AGENCY Jason Hoy		NAMED INSURED Keswick Commons Condominium Association	
POLICY NUMBER 95-BL-T223-3			
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143	EFFECTIVE DATE: 08/27/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

Unit Owner:

TBD - TBD - New Albany, - OH - 43054 - Unit Loan Number:TBD - Number Of Units: 0044

Association Type: Residential Community Association Policy

Forms, Options and Endorsements:

CMP-4100	Businessowners Coverage Form
FE-6999.2	Terrorism Insurance Coverage
CMP-4830	Interior Building Damage
CMP-4710	Emp Dishonesty \$100,000
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4561.1	Policy Endorsement

Forms, Options and Endorsements:

CMP-4235.1	Amendatory Endorsement
CMP-4829	Guaranteed Replacement Cost
CMP-4550	Residential Community Assoc
CMP-4508	Money and Securities
FE-3650	Actual Cash Value Endorsement

Coverages:

Business Liability	\$5,000,000
Medical Payments	\$5,000
Products-Completed Operations	\$10,000,000
General Aggregate	\$10,000,000

Companion Policies:

95BLX6871	Commercial Liability Umbrella
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Coverage

Unless otherwise endorsed, this policy provides replacement cost coverage on described property and common areas detailed within the Association bylaws including the following types of property within a unit, regardless of ownership:

1. Fixtures, improvements and alterations that are a part of the building or structure; and
2. Appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

Replacement cost coverage is subject to the terms and conditions of the policy and any endorsements.

Coverage under this policy may have been modified to provide actual cash value coverage rather than replacement cost coverage, or to remove specified property from coverage, if any endorsement containing in its title "ACV" or "Actual Cash Value," or "Additional Property Not Covered" is identified on this Certificate of Insurance.

Endorsements: FE-3650, FE-3653, FE-3658, and FE-3659 (Actual Cash Value) - These endorsements describe what the term "actual cash value" means where used in the policy. **However, these endorsements do not change any replacement cost coverage provided by the policy.**

This policy provides coverage on a standalone/individual condominium association.

Commercial General Liability

State Farm refers to this coverage as Business Liability Coverage. Coverage amount shown is Per Occurrence.

Loss of Rents, Loss of Income and Extra Expense

If this coverage is shown, limits are "Actual Loss Sustained". Contact the agent to confirm the number of day's coverage.

Board Meeting Notes

A summary of the actions taken by your Board of Directors

Jan. Approved

- Ratification of email vote approving Burden's proposal for lawn care services.
- Ratification of email vote approving Burden's proposal for snow removal services.
- Wood fence replacement RFP specification for units 1-16.
- Front handrail painting RFP specifications.

Feb. Approved

- All motions tabled.

March No Meeting

Homeowner Rights & Responsibilities

As a homeowner in our association, you have certain rights-and responsibilities. You have the right to . . .

- A responsive and competent community association.
- Honest, fair, and respectful treatment by community leaders and managers.
- Attend meetings, serve on committees, and run for election.
- Prudent financial management of fees and other assessments.
- Live in a community where the property is maintained according to established standards.
- Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options before the association takes any legal action, and the right to appeal decisions.
- Receive all rules and regulations governing the community association-if not prior to purchase and settlement, then upon joining the community.

You also have the responsibility to . . .

- Maintain your property according to established standards.
- Treat association leaders with honesty and respect.
- Read and comply with rules and regulations of the community and ensure that your tenants and guest do too.
- Pay association assessments and charges on time.

- Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
- Request reconsideration of material decisions that personally affect you.
- Provide your current contact information to the association so you receive all information from the community.

Parking Rules

Please make sure you and your guests are complying with the Association's parking rules to avoid vehicles being towed without notice. For more information, please consult your owner handbook. Please take special note of these rules:

- All parking by residents or guests of residents shall be first inside of the garage.
- If space is not available within the garage, then parking may overflow into the driveway Limited Common Element in front of the garage door.
- No vehicles shall be parked in any manner that blocks any street, alley or driveway.
- Parking along the private alley is strictly prohibited.

Owners are encouraged to contact the Manager to report violations of any of these rules.

Maintenance Responsibilities

Condo living is not completely maintenance free. There are still many items that are the unit owner's responsibility, including windows, skylights, doors and garage doors. This includes replacement, maintenance, and upkeep such as painting.

Other items the unit owner is responsible for include; utility lines that serve only that unit (plumbing, electric, gas), the HVAC system, smoke detectors, drywall, you even own the attic space (but not the structural elements of the building). If unit owners have any questions about maintenance or ownership responsibilities, please contact the Community Association Manager.

Call It In

Remember to "call it in". Call our association manager to report items needing attention such as illegal parking, bylaw and rules violations, gutter overflows, building damage, speeding cars (with license number or address), etc. You must leave your name and address when calling in rules violations, but your name will not be used in the violation reminder. We all want to keep our community safe and nice looking. It's everyone's duty to help out and "call it in".

**PRELIMINARY
FINANCIAL REPORTS
FOR KESWICK CONDOMINIUMS
AS OF THE FOURTH
QUARTER OF 2019.**

**PRELIMINARY OPERATING
STATEMENT**

From 1/1/2019 to 12/31/2019

INCOME

Homeowner Fees	\$259,289
Late Fees	\$1,100
Revenue Sharing	\$1,371
TOTAL INCOME	\$261,760

EXPENSES

Accounting	\$240
Exterminating	\$634
Income Tax	\$1,781
Insurance	\$26,716
Irrigation	\$7,972
Landscape Improvements	\$9,353
Lawn Care	\$33,192
Legal	\$967
Management	\$14,220
Office	\$867
Repairs	\$52,295
Snow Removal	\$9,241
Water & Sewer	\$21,241
TOTAL OPERATING EXPENSES	\$178,719
Reserve Contributions	\$66,384
TOTAL EXPENSES	\$245,103

BALANCE SHEET

As of 12/31/2019

Assets

Cash	
TOTAL Operating	\$37,158
TOTAL Reserves	\$32,546
TOTAL Cash	\$69,705

Total Assets \$69,705

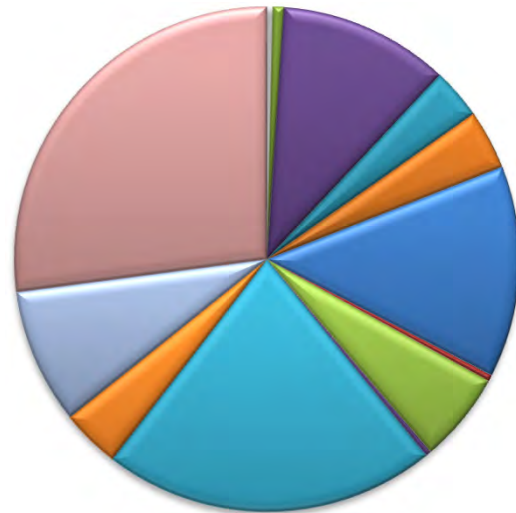
Total Liabilities

Net Worth

Fund Balance as of 1/1	\$36,847
Net Income YTD	\$32,857

Total Net Worth \$69,705

Total Net Worth and Liabilities \$69,705



Condo plat #200312010381883



Instr: 200312010381879 12/01/2003
Pages: 44 F: \$364.00 2:09PM
Robert G. Montgomery T20030141178
Franklin County Recorder BXLOVELAND

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

KESWICK CONDOMINIUM

CERTIFICATE OF AUDITOR

December 1, 2003

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

Joseph W. Testa / Janet E. Leaning
Franklin County Auditor D.A.

TRANSFERRED

DEC 01 2003

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE

CONDOMINIUM PLAT BOOK NO.

124 PAGE 14-16

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

DECLARATION INDEX

<u>ITEM</u>	<u>PAGE</u>
RECITALS	1
DEFINITIONS	1
THE PLAN	2
THE LAND (ARTICLE I)	2
NAME (ARTICLE II)	2
PURPOSES; RESTRICTIONS (ARTICLE III)	2
Purposes (Section 1)	2
Restrictions (Section 2)	2
(a) Animals	3
(b) Architectural Control	3
(c) Common Element Uses	3
(d) Construction in Easements	3
(e) Conveyances	3
(f) Discrimination/Handicapped Accommodation	3
(g) Existing Restrictions	4
(h) Limited Common Elements	4
(i) Offensive Activities	4
(j) Renting and Leasing	4
(k) Replacements	4
(l) Rules and Regulations	4
(m) Signs	4
(n) Structural Integrity	4
(o) Unit Uses	5
(p) Vehicles	5
(q) Visible Areas	5
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	5
Residential Buildings (Section 1)	5
Other (Section 2)	5
UNITS (ARTICLE V)	5
Unit Designations (Section 1)	5
Composition of Units (Section 2)	5
(a) Unit Composition	5
(b) Unit Types, Sizes, Locations and Components	6
COMMON AND LIMITED COMMON ELEMENTS (ARTICLE VI)	6
Common Elements - Description (Section 1)	6
Limited Common Elements - Description (Section 2)	6
Par Values; Undivided Interests (Section 3)	6
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	7
Establishment of Association (Section 1)	7
Membership (Section 2)	7
Voting Rights (Section 3)	7
Board of Directors (Section 4)	7
Security (Section 5)	7
AGENT FOR SERVICE (ARTICLE VIII)	7
MAINTENANCE AND REPAIR (ARTICLE IX)	7
Units (Section 1)	7
Limited Common Elements (Section 2)	7
Common Elements (Section 3)	7
Other (Section 4)	8

<u>ITEM</u>	<u>PAGE</u>
UTILITY SERVICES (ARTICLE X)	8
INSURANCE; LOSSES (ARTICLE XI)	8
Fire and Extended Coverage Insurance (Section 1)	8
Liability Insurance (Section 2)	9
Fidelity Coverage (Section 3)	9
Hazard Insurance Carrier (Section 4)	9
Other Association Insurance (Section 5)	9
Insurance Representative; Power of Attorney (Section 6)	9
Unit Owners' Insurance (Section 7)	10
Sufficient Insurance (Section 8)	10
Insufficient Insurance (Section 9)	10
Lender Requirements (Section 10)	10
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION (ARTICLE XII)	10
Restoration of Substantial Damage or Destruction (Section 1)	10
Election Not to Restore; Termination (Section 2)	10
Rehabilitation and Renewal (Section 3)	11
CONDEMNATION (ARTICLE XIII)	11
Standing (Section 1)	11
Use of Proceeds (Section 2)	11
Insufficient Proceeds (Section 3)	11
Non-Restorable Unit (Section 4)	11
Power of Attorney (Section 5)	11
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	12
Easements of Enjoyment; Limitations (Section 1)	12
Easements for Encroachments (Section 2)	12
Easements Reserved to Declarant (Section 3)	12
Easements for Proper Operations (Section 4)	12
Easement for Support (Section 5)	13
Easement for Services (Section 6)	13
Entry for Repair, Maintenance and Restoration (Section 7)	13
Power of Attorney (Section 8)	13
ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS (ARTICLE XV)	13
Types of Assessments (Section 1)	13
Purpose of Assessments (Section 2)	13
Elements- Apportionment: Due Dates (Section 3)	13
(a) Operating Assessments	13
(b) Special Assessments for Capital Improvements	14
(c) Special Individual Unit Assessments	15
Effective Date of Assessment (Section 4)	15
Effect of Nonpayment of Assessment; Remedies of the Association (Section 5)	15
Subordination of the Lien to First Mortgages (Section 6)	16
Certificate Regarding Assessments (Section 7)	16
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVI)	16
General (Section 1)	16
Deposits (Section 2)	16
Association Control (Section 3)	17
Limited Warranties (Section 4)	17
Declarant's Obligations (Section 5)	17
Unit Owners' Rights and Obligations (Section 6)	17

<u>ITEM</u>	<u>PAGE</u>
EXPANSIONS (ARTICLE XVII)	17
Reservation of Expansion Option (Section 1)	17
Limitations on Option (Section 2)	17
Maximum Expansion Time (Section 3)	17
Legal Descriptions (Section 4)	17
Composition of Portions Added (Section 5)	17
Time for Adding Portions (Section 6)	17
Improvement Location Limitations (Section 7)	17
Maximum Number of Units (Section 8)	17
Non-Residential Uses (Section 9)	18
Compatibility of Structures (Section 10)	18
Improvements Other than Structures (Section 11)	18
Types of Units (Section 12)	18
Limited Common Elements (Section 13)	18
Supplementary Drawings (Section 14)	18
Procedures for Expansion (Section 15)	18
Effects of Expansion (Section 16)	18
NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS (ARTICLE XVIII)	19
Notices (Section 1)	19
Voting Rights (Section 2)	19
AMENDMENTS (ARTICLE XIX)	20
Power to Amend (Section 1)	20
Method to Amend (Section 2)	20
GENERAL PROVISIONS (ARTICLE XX)	21
Covenants Running With the Land (Section 1)	21
Actions (Section 2)	21
Severability (Section 3)	21
Gender and Grammar (Section 4)	21
Captions (Section 5)	21
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY	EXHIBIT A
SKETCH PLOT PLAN, CONDOMINIUM PROPERTY	EXHIBIT B
UNIT INFORMATION SHEET	EXHIBIT C
TYPE INFORMATION SHEET	EXHIBIT D
LEGAL DESCRIPTION, ADDITIONAL PROPERTY	EXHIBIT E
SKETCH PLOT PLAN, ENTIRE TRACT	EXHIBIT F

DECLARATION

This is the Declaration of Keswick Condominium made on or as of the ____ day of November, 2003, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

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

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

Definitions

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

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.
2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Keswick Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).
3. "Association" and "Keswick Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.
4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.
5. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.
6. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Condominium Act.
7. "Condominium" and "Keswick Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.
8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.
9. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."
10. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.
11. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.
12. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.
14. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and mean that same person or those persons serving in the capacity of a member or members of the board of managers of the Association, as defined in the Condominium Act.

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

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

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 of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

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

19. "Person" means a natural individual, trustee, corporation, partnership, limited liability company, 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 designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

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

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the Village of New Albany, Franklin County, Ohio, and consisting of 1.864 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

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

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction, 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 or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

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

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

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

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

(g) Existing Restrictions. In addition to the foregoing restrictions, the Condominium Property is also subject to certain covenants and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements for the New Albany Country Club (the "Country Club Covenants") of record in Official Record Volume 16185, Page C-14, et seq., the Declaration of Covenants, Conditions, Restrictions and Easements for the New Albany Country Club (the "Master Covenants") of record in Official Record Volume 16185, Page A-01, et seq., and the Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Community Authority Covenants") of record in Official Record Volume 16999, Page C-04, et seq., all of the records of the Franklin County Recorder, as each may be supplemented or amended

from time to time. In the case of a conflict between any of the foregoing and the provisions hereof, the most restrictive provision shall apply.

(h) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of this Declaration.

(i) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

(j) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Condominium for owner-occupant residential financing, and to maintain the character of the Condominium as primarily a housing community for owner-occupants, the Board, from time to time, may adopt rules limiting or restricting the number of Units in the Condominium that may be rented, provided, that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Declarant or such successor.

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

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

(m) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Units.

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

(o) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a

personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes, (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

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

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

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There is one residential building a part of the Condominium, containing sixteen side-by-side dwelling units. The residential building is two story townhouse style, built on a poured concrete wall foundation, with a wood frame, brick exterior with James Hardie beaded siding on the extensions and the garages, and dimensional asphalt shingle roof. Each dwelling unit has a two car attached rear garage and a basement. The principal materials of which this building is constructed are wood, glass, concrete, concrete block, brick, asphalt shingle, and drywall. The residential building is located as shown on the Drawings.

Section 2. Other. Also a part of the Condominium are private drives and green and open areas. There are no recreation facilities a part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called "a Unit", is designated by a number (the Unit's "Unit Designation"). The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

Section 2. Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists, among other things, 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 floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

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

(ii) the finished walls, ceilings and floors themselves, but not the structural elements, such as but not limited to rafters and joists, above the ceiling, and the sub-flooring below the finished floors themselves, and the structural walls or structural components thereof to which the finished walls, such as but not limited to plaster, drywall, and paneling are affixed;

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

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

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

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

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

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

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

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

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

(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; and

(iii) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Unit are shown on the attached Exhibit D. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Common Elements, which lead directly to Market Street, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "limited common elements" or "limited common areas" or "limited common areas and facilities," on the Drawings, or so described herein, are Limited Common Elements and consist of a driveway area in front of each Unit's garage, a front porch or stoop, and a porch/patio/yard area and the improvements within that area (except for utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

Section 3. Par Values; Undivided Interests. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one and thus having an equal undivided interest. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

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. Declarant is presently the sole member of the Association.

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

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

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws.

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

ARTICLE VIII

AGENT FOR SERVICE

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

Thomas Markworth
495 South High Street, Suite 150
Columbus, Ohio 43215

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Units. Except as provided in subitem (d) of this Article IX, repair, maintenance, restoration and rehabilitation of elements of the Condominium that constitute the "Unit", as defined in the Declaration, and payment of the cost of the same, shall be solely the responsibility of the Owner or Owners of that Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner will include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor.

Section 2. Limited Common Elements. The Association, to the extent and at such times as the Board of Directors, in its exercise of business judgment, determines to allocate funds therefor, shall repair and maintain the structural portions of the Limited Common Element front porches and stoops, the patio fencing located within the Limited Common Elements in the rear of each Unit, the side or rear porch or patio and the Limited Common Element driveways. In addition, it is anticipated that the Association will provide grass cutting, trimming, and fertilization to the Limited Common Elements. The Association shall not, however, be responsible for the cleaning and housekeeping of any Limited Common Elements or components thereof, for snow removal from the Limited Common Elements, or for the maintenance, mulching, or edging of any landscape bed located within the Limited Common Elements, all of which shall be the Unit Owner's responsibility and at that Owner's cost and expense. In addition, except as otherwise provided herein, the Unit Owner shall be responsible for the repair and maintenance of the Limited Common Elements appurtenant to their Unit.

Section 3. Common Elements. The Association, to the extent and at such times as the Board of Directors, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, and including but not limited to utility facilities serving more than one Unit, lawns, utility lines in the Common Elements, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements.

Section 4. Other. Notwithstanding the foregoing provisions, in the event that a Unit Owner, after reasonable notice, fails to repair and maintain that Unit Owner's improvements visible to others, or appurtenant Limited Common Elements visible to others, in a neat, orderly condition, the Association may perform that work, and the cost thereof charged as a special assessment against the Unit Owner and the Unit itself. In addition, in the event a Unit Owner fails to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Condominium Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof will constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

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

ARTICLE XI

INSURANCE; LOSSES

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

(a) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

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

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

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

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

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

each Unit Owner and each such Unit Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

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

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

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

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

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

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

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

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

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

Section 6. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof;

the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

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

Section 8. 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 used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

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

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

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION

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

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

Section 3. Rehabilitation and Renewal. The Association, by vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, at a duly called and noticed meeting called specifically for the purpose of determining if the Condominium is obsolete in whole or in part and whether or not to have the same renewed and rehabilitated, and the consent of Eligible Mortgagees hereinafter provided, may so determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. The Condominium shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, replacing or improving infrastructure, or repaving, items which shall be determined solely by the Board.

ARTICLE XIII

CONDEMNATION

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

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

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

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

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Unless specifically limited herein otherwise, the following 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.

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Unit.

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

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

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

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

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

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

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

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

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant

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

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

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

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

Section 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.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

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

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

Section 3. Elements-Appportionment: Due Dates.

(a) Operating Assessments.

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

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

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

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

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

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

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

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

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

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

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

(vi) So long as Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association for deposit into a segregated account at or prior to the time Unit Owners other than Declarant control the Association. Each Unit's share of the working capital reserve fund shall be collected at the time the sale of the Unit is closed.

(b) Special Assessments for Capital Improvements.

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

(ii) Any such assessment shall be prorated among all Units and their Owners in proportion to the respective undivided interests of the Units in the

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

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, and the Unit Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Unit, and a Unit Owner's interest, late charges, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit and Owners of that Unit that Unit's share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' and its Owners' shares of taxes and assessments shall be binding upon all Unit Owners.

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

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

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

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

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

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

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

(f) Any Unit Owner who believes that an assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally

determined that all or a portion of the assessment has been improperly charged to that Unit and its Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

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

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

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

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

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security 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 of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor Unit Owner from the obligation for assessments accruing thereafter.

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

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

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

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to Declarant. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the rate of at least four percent per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer. Payments for options and

extras are not and shall not be nor be deemed to be "deposits or down payments" and are not subject to the foregoing.

Section 3. Association Control. Except in its capacity as a Unit Owner of unsold Units, Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, except as expressly provided herein. The Owners of Units that have been sold by Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Condominium Act.

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

Section 5. Declarant's Obligations. Declarant will be vested with the rights and be subject to the duties of a Unit Owner in its capacity as Owner of Units not yet sold, set forth herein, or in any other Condominium Instrument, or established by law, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

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

ARTICLE XVII

EXPANSIONS

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

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

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

Section 4. Legal Descriptions. A legal description or descriptions, by metes and bounds, of all of the land that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium, are attached hereto and marked "Exhibit E".

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

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

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is fifty-six (56), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, types or mix of types of dwelling units in a building, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, or minor changes in size.

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

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

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

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

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

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

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, to maintain and utilize one or more of those Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Owner or Owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Unit Owner or those Unit Owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, annual operating assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any operating assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the operating assessments were levied; and

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

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

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

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

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

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit Designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of

Units to which not less than seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

ARTICLE XIX

AMENDMENTS

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

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

(i) the boundaries of any Unit;

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

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

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

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

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

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

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

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

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

ARTICLE XX

GENERAL PROVISIONS

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

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

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

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

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 21 day of November, 2003.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By 
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 21 day of November, 2003.



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

Kim Millington, Notary Public
Notary Public

Kim Millington, Notary Public

EXHIBIT 'B'

KESWICK CONDOMINIUM

DECLARATION OF CONDOMINIUM

LEGEND

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

Unit 1 = Limited Common Elements

Unit 1 = Unit Designation

● = I.P. FND.

○ = I.P. SET

○ = MAG. NAIL SET

NOTE:

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



GRAPHIC SCALE
(IN FEET)

SCALE 1" = 100'

NOVEMBER 14, 2003



NEW ALBANY/KESWICK CONDOMINIUM/20030821/30821cd1

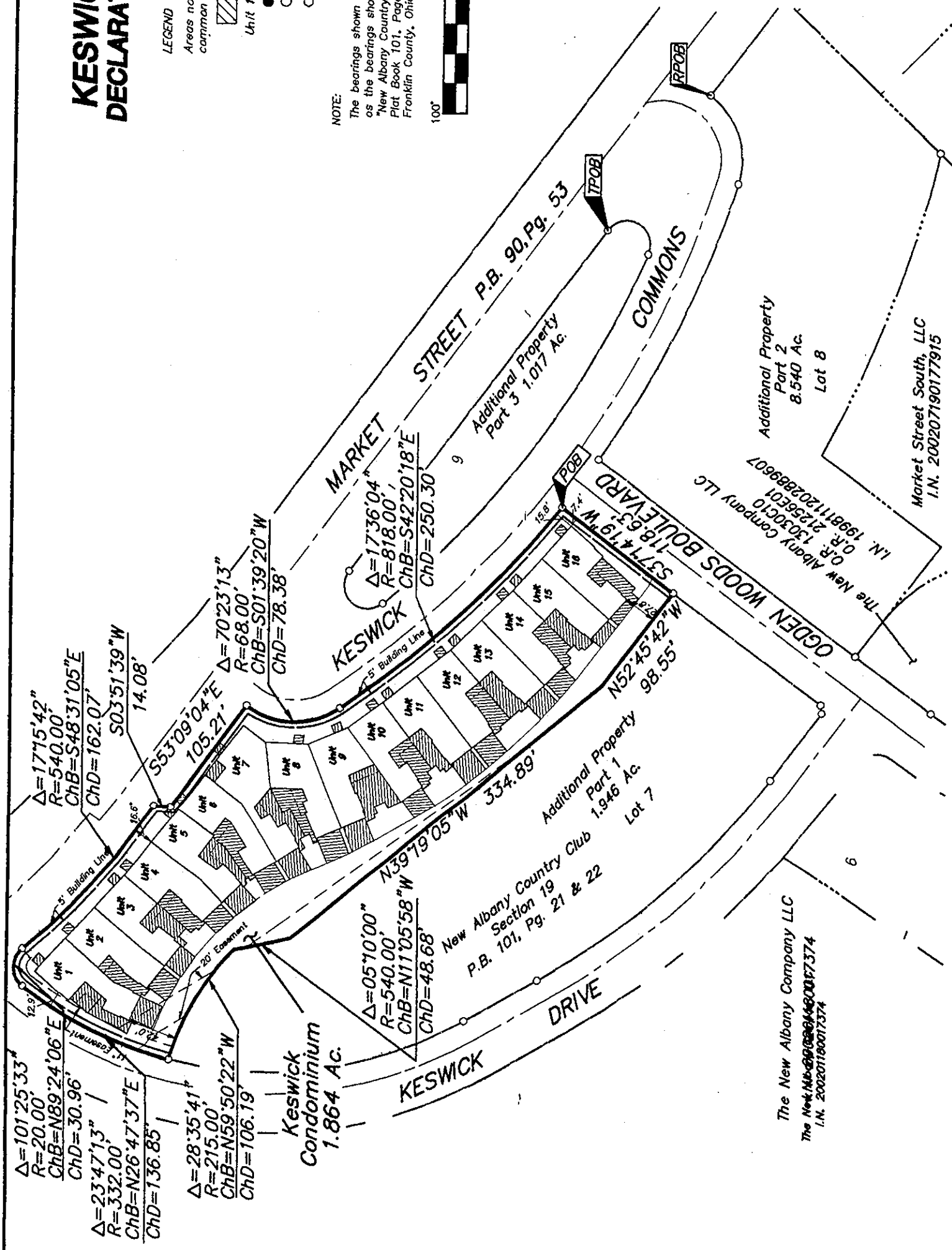


EXHIBIT C

DECLARATION OF CONDOMINIUM KESWICK CONDOMINIUM

Unit Information

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/16th
2	Gunston	4,837	1.00	1/16th
3	Fairfax B	5,119	1.00	1/16th
4	Fairfax D	5,250	1.00	1/16th
5	Fairfax C	5,153	1.00	1/16th
6	Gunston (Revised I)	5,278	1.00	1/16th
7	Gunston (Revised II)	6,736	1.00	1/16th
8	Fairfax (Revised)	5,821	1.00	1/16th
9	Gunston (Revised I)	5,426	1.00	1/16th
10	Fairfax C	5,105	1.00	1/16th
11	Gunston	4,847	1.00	1/16th
12	Gunston	4,919	1.00	1/16th
13	Gunston	4,918	1.00	1/16th
14	Fairfax C	5,136	1.00	1/16th
15	Gunston	4,882	1.00	1/16th
16	Fairfax A	5,119	1.00	1/16th
TOTAL				<u>16/16ths</u> <u>or 100%</u>

EXHIBIT D

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Types

Unit
Type

Composition

Fairfax A	Two story Unit containing a great room with dining area, kitchen, keeping room, library, laundry, one-half bathroom, foyer and two car attached garage at street level, two bedrooms, two bathrooms, and a sitting room, and a basement containing one or more rooms.
Fairfax B	Same as Fairfax A except library is replaced by a dining room on first floor.
Fairfax C	Same as Fairfax A except laundry room is smaller and there is a full bathroom in lieu of the one-half bathroom on the first floor.
Fairfax D	Same as Fairfax A except library on first floor is replaced by a bedroom, laundry room is smaller and relocated, a full bathroom is added and the one-half bathroom is relocated.
Fairfax (Revised)	Same as Fairfax except on the first floor the foyer is enlarged and the stairs are relocated, the library is relocated, the powder room is replaced by a bathroom with a shower and is relocated, the great room and dining area are relocated, and the laundry room is relocated. On the second floor, the sitting room is relocated, bedroom 2 and bedroom 3 have access to a shared bathroom, the entry into bedroom 1 is relocated and bath 2 is redesigned.
Gunston	Two story Unit consisting of a first floor owner's suite with a full bathroom, a great room, a dining room, kitchen, foyer, one half bathroom and a two-car attached garage at street level, a loft, two bedrooms and two full bathrooms on the second floor, and a basement containing one or more rooms.
Gunston (Revised I)	Same as Gunston except has a keeping room on the first floor level.
Gunston (Revised II)	Same as Gunston except on the first floor level a door is added to the dining room, a terrace is added, the keeping room is enlarged, the owner's bedroom and bathroom are relocated, a rear hall is added to connect the keeping room to the laundry room, the laundry room is enlarged and relocated, and a rear entry is added to the attached two-car garage, and the second level is reconfigured.

EXHIBIT A

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Condominium Property
(1.864 acres)

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

Beginning, at an iron pin set at the intersection of the southerly right-of-way line of Keswick Commons with the westerly right-of-way line of Ogden Woods Boulevard, being a northeasterly corner of Lot 7 of said "New Albany Country Club Section 19;"

thence South 37° 14' 19" West, with the westerly right-of-way line of said Ogden Woods Boulevard, a distance of 118.63 feet to an iron pin set;

thence across said Lot 7, the following courses and distances:

North 52° 45' 42" West, a distance of 98.55 feet to a point;

North 39° 19' 05" West, a distance of 334.89 feet to a point on the arc of a curve to the right;

with the arc of said curve, having a central angle of 05° 10' 00", a radius of 540.00 feet, having a chord bearing and distance of North 11° 05' 58" West, 48.68 feet to a point on the arc of a curve to the left; and

with the arc of said curve, having a central angle of 28° 35' 41", a radius of 215.00 feet, having a chord bearing and distance of North 59° 50' 22" West, 106.19 feet to an iron pin set on the northerly right-of-way line of Keswick Drive, on the arc of a curve to the right;

thence with said northerly right-of-way line, the arc of said curve, having a central angle of 23° 47' 13", a radius of 332.00 feet, having a chord bearing and distance of North 26° 47' 37" East, 136.85 feet to an iron pin set at a point of compound curvature, on the southerly right-of-way line of said Market Street;

thence with said southerly right-of-way line, the following courses and distances:

with the arc of said curve, having a central angle of 101° 25' 33", a radius of 20.00 feet, having a chord bearing and distance of North 89° 24' 06" East, 30.96 feet to an iron pin set at a point of reverse curvature;

with the arc of said curve, having a central angle of 17° 15' 42", a radius of 540.00 feet, having a chord bearing and distance of South 48° 31' 05" East, 162.07 feet to an iron pin set;

South 03° 51' 39" West, a distance of 14.08 feet to an iron pin set; and

South 53° 09' 04" East, a distance of 105.21 feet to an iron pin set at the intersection of said southerly right-of-way line with the southerly right-of-way line of said Keswick Commons;

EXHIBIT A (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Condominium Property
(1.864 acres)

thence with the southerly right-of-way line of said Keswick Commons, the following courses and distances:

with the arc of a curve to the left, having a central angle of $70^{\circ} 23' 13''$, a radius of 68.00 feet, having a chord bearing and distance of South $01^{\circ} 39' 20''$ West, 78.38 feet to an iron pin set at a point of compound curvature; and

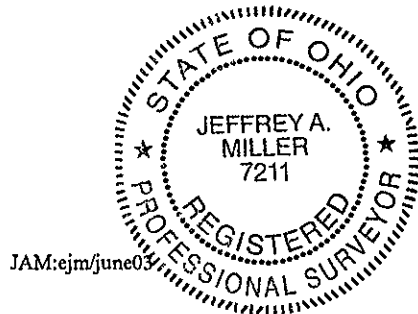
with the arc of said curve, having a central angle of $17^{\circ} 36' 04''$, a radius of 818.00 feet, having a chord bearing and distance of South $42^{\circ} 20' 18''$ East, 250.30 feet to the Point of Beginning, containing 1.864 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths ($13/16$) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Jeffrey A. Miller
Registered Surveyor No. 7211

Jeffrey A. Miller 11-14-03

EXHIBIT E

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

PART 1

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

Beginning at an iron pin set at the intersection of the southerly right-of-way line of Keswick Commons with the westerly right-of-way line of Ogden Woods Boulevard, being a northeasterly corner of Lot 7 of said "New Albany Country Club Section 19;"

thence South 37° 14' 19" West, with the westerly right-of-way line of said Ogden Woods Boulevard, a distance of 118.63 feet to an iron pin set, being the True Point of Beginning;

thence South 37° 14' 19" West, with said westerly right-of-way line, a distance of 156.56 feet to an iron pin set at the intersection of said westerly right-of-way line with the northerly right-of-way line of Keswick Drive;

thence with said northerly right-of-way line, the following courses and distances:

South 82° 14' 18" West, a distance of 7.07 feet to an iron pin set;

North 52° 45' 42" West, a distance of 70.00 feet to an iron pin set at a point of curvature of a curve to the right;

with the arc of said curve, having a central angle of 23° 31' 26", a radius of 632.00 feet, having a chord bearing and distance of North 40° 59' 59" West, 257.66 feet to an iron pin set at a point of tangency;

North 29° 14' 16" West, a distance of 70.00 feet to an iron pin set at a point of curvature of a curve to the right; and

with the arc of said curve, having a central angle of 44° 08' 16", a radius of 332.00 feet, having a chord bearing and distance of North 07° 10' 08" West, 249.48 feet to an iron pin set;

thence across said Lot 7, the following courses and distances:

with the arc of a curve to the right, having a central angle of 28° 35' 41", a radius of 215.00 feet, having a chord bearing and distance of South 59° 50' 22" East, 106.19 feet to a point on the arc of a curve to the left;

with the arc of said curve, having a central angle of 05° 10' 00", a radius of 540.00 feet, having a chord bearing and distance of South 11° 05' 58" East, 48.68 feet to an iron pin set;

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

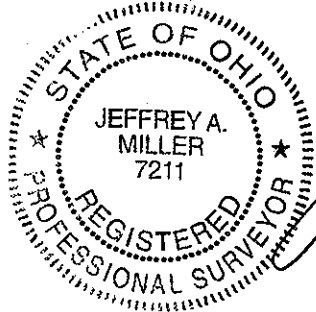
South 39° 19' 05" East, a distance of 334.89 feet to a point; and

South 52° 45' 42" East, a distance of 98.55 feet to the True Point of Beginning, containing 1.946 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Jeffrey A. Miller 11-14-03
Jeffrey A. Miller
Registered Surveyor No. 7211

JAM:ejm/june03

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

PART 2

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of Lot 8 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Pages 21 and 22, a portion of Lot 2 and all of Lots 3 through 9 and all of Russell Lee Drive of that subdivision entitled "Russell Lee Manor" of record in Plat Book 24, Page 41, a portion of that tract as conveyed to the New Albany Company LLC by deed of record in Official Record 13030C10 and Instrument Number 1998111202889607, and a portion of that tract as conveyed to Market Street South, LLC by deed of record in Instrument Number 200207190177915 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning at the southeasterly corner of Lot 3 of said "Russell Lee Manor", being in the northerly right-of-way line of Columbus-Millersburg Road (U.S. Route 62) and being in the westerly right-of-way line of Market Street, of record in Plat Book 90, Page 53;

thence South 44° 25' 19" West, with the southerly line of said subdivision, being the northerly right-of-way line of said Columbus-Millersburg Road, a distance of 759.83 feet to the southwesterly corner of Lot 9 of said "Russell Lee Manor";

thence North 45° 34' 41" West, with the westerly line of said Lot 9, a distance of 243.63 feet to the northwesterly corner of said Lot 9;

thence North 09° 34' 22" West, across said New Albany Company tract, a distance of 363.87 feet to a point in the southerly right-of-way line of Ogden Woods Boulevard;

thence with said southerly right-of-way line, the following courses:

with the arc of a curve to the right, having a central angle of 10° 01' 34", a radius of 275.00 feet, having a chord bearing and distance of North 32° 13' 31" East, 48.06 feet to a point of tangency; and

North 37° 14' 19" East, a distance of 353.30 feet to the intersection of said southerly right-of-way line with the westerly right-of-way line of Keswick Commons;

thence with said westerly right-of-way line, the following courses;

with the arc of a curve to the left, having a central angle of 18° 07' 20", a radius of 818.00 feet, having a chord bearing and distance of South 63° 42' 11" East, 257.65 feet to a point of compound curvature; and

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

with the arc of said curve to the left, having a central angle of $70^{\circ} 23' 13''$, a radius of 68.00 feet, having a chord bearing and distance of North $72^{\circ} 02' 33''$ East, 78.38 feet to a point in the westerly right-of-way line of Market Street;

thence with said westerly right-of-way line, the following courses:

South $53^{\circ} 09' 04''$ East, a distance of 117.21 feet to a point of curvature of a curve to the right;

southeasterly, with the arc of said curve, having a central angle of $07^{\circ} 34' 23''$, a Radius of 960.00 feet, having a chord bearing and distance of South $49^{\circ} 21' 52''$ East, 126.79 feet to a point of tangency;

South $45^{\circ} 34' 41''$ East, a distance of 28.41 feet to a point of curvature of a curve to the right; and

southeasterly, with the arc of said curve, having a central angle of $67^{\circ} 58' 32''$, a Radius of 40.00 feet, having a chord bearing and distance of South $11^{\circ} 35' 25''$ East, 44.72 feet to a point in the common line between Lots 2 and 3 of said "Russell Lee Manor";

thence South $45^{\circ} 34' 41''$ East, with the northerly line of said Lot 3, a distance of 2.92 feet to the True Point of Beginning, and containing 8.540 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Jeffrey A. Miller 11-14-03
Jeffrey A. Miller
Registered Surveyor No. 7211

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Descriptions, Additional Property

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of Lot 9 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Pages 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference at an iron pin set at a northwesterly corner of Lot 8 of said "New Albany Country Club Section 19", being the intersection of the southerly right-of-way line of Keswick Commons with the westerly right-of-way line of Market Street;

thence North 53° 09' 04" West, with said westerly right-of-way line, a distance of 141.64 feet to an iron pin set on the northerly right-of-way line of said Keswick Commons, the True Point of Beginning;

thence with said northerly right-of-way line, the following courses and distances:

with the arc of a curve to the right, having a central angle of 166° 13' 29", a radius of 20.00 feet, having a chord bearing and distance of South 29° 57' 41" West, 39.71 feet to an iron pin set at a point of compound curvature;

with the arc of said curve, having a central angle of 27° 33' 02", a radius of 768.00 feet, having a chord bearing and distance of North 53° 09' 04" West, 365.74 feet to an iron pin set at a point of compound curvature;

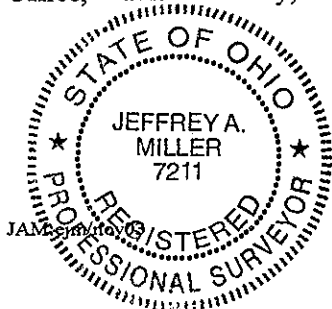
with the arc of said curve, having a central angle of 166° 13' 29", a radius of 20.00 feet, having chord bearing and distance of North 43° 44' 12" East, 39.71 feet to an iron pin set on said westerly right-of-way line;

thence South 53° 09' 04" East, with said westerly right-of-way line, a distance of 356.22 feet to the True Point of Beginning, containing 1.017 acres of land, more or less.

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

Iron pins set, where indicated, are to be set iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

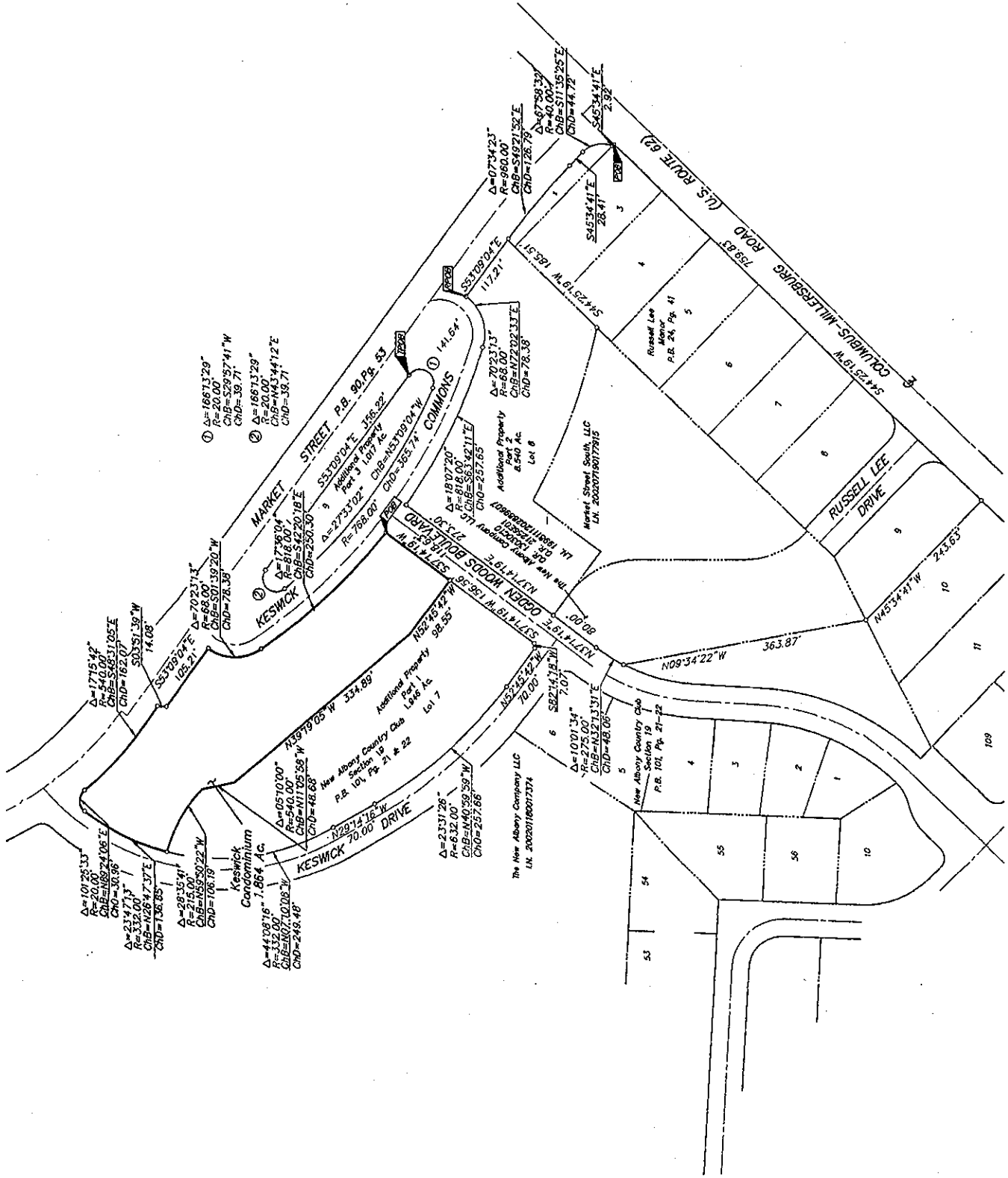
The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HABLETON & TILTON, INC

Jeffrey A. Miller 11-14-03
Jeffrey A. Miller
Registered Surveyor No. 7211

EXHIBIT F
KESWICK CONDOMINIUM
PLOT PLAN, ENTIRE TRACT



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

- = Iron Pin Found
- = Iron Pin Set
- = Mag. Not Set

NOTE:
The bearings shown herein are based on the same meridian
as the bearings shown on the subdivision plot entitled
New Albany County Club Section 19 of record in
Franklin County, Ohio, recorded in Book 21 and 22, Recorder's Office,
Franklin County, Ohio.



GRAPHIC SCALE
(IN FEET)



SCALE 1" = 100'
NOVEMBER 14, 2003
KESWICK, OHIO 43038

NEW ALBANY/KESWICK CONDOMINIUM/20030002/20021607

Condominium Plat
200407150164271

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

200407150164269
Pgs: 8 \$80.00 T20040062198
07/15/2004 12:08PM BXLOVELAND BO
Robert G. Montgomery
Franklin County Recorder

This First Amendment to the Declaration of KESWICK CONDOMINIUM is made on or as of the
14 day of July, 2004.

Recitals

A. Keswick Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Act") by the filing of the Declaration of Keswick Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200312010381879, and Condominium Plat Book 124, at page 14 et seq., both of the records of the Recorder of Franklin County, Ohio.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Act, Declarant, Market Street South, LLC, an Ohio limited liability company, desires by this amendment to add a portion of Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

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

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

2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 0.432 acre, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B," and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C," and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Keswick Condominium".

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

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one (1) residential building, containing four side-by-side dwelling units, and expands the Condominium to contain a total of twenty (20) dwelling units, each of which constitutes a "Unit" under the Act. The residential building is two story townhouse style, built on a poured concrete wall foundation, with a wood frame, brick exterior with James Hardie beaded siding on the extensions and the garages, and dimensional asphalt shingle roof. Each dwelling unit has a two car attached rear garage and a basement. The principal materials of which this building is constructed are wood, glass, concrete, concrete block, brick, James Hardie beaded siding, asphalt shingle, and drywall. The residential building is located as shown on the Drawings. In addition, there are private drives and green and open areas. There are no recreation facilities a part of the Condominium. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this First Amendment to the Declaration for Keswick Condominium, together with the First Amendment to the Drawings attached thereto, were filed with this office on
July 15, 2004.

TRANSFERRED

JUL 15 2004

JOSEPH W. TESTA
AUDITOR

FRANKLIN COUNTY, OHIO

Franklin County Auditor

By Janet E. Lanning
Deputy Auditor

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 135 PAGE 1-2

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings-Keswick Condominium-First Amendment," by a number assigned by the Declarant for the Unit (the Unit's "Unit designation"). A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The designations of the Units added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

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

c. Unit Locations. The location of each Unit is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to a Common Element leading directly to Market Street, a public street.

7. Common and Limited Common Elements.

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

b. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common elements" or "limited common areas" or "limited common areas and facilities," on the Drawings, or so described herein, are Limited Common Elements. These Limited Common Elements appurtenant to each Unit consist of a driveway area in front of each Unit's garage, a front porch or stoop, and a porch/patio/yard area and the improvements within that area (except for utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having an equal par value of one (1.00), and resulting in each Unit having an equal undivided interest. All Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit C of the Declaration. 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 of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

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

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property, including but not limited to the Existing Restrictions described in Article III of the Declaration;

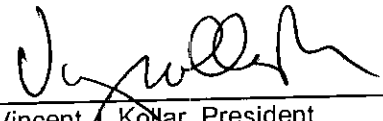
b. the Owner or Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 14 day of July, 2004.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By 
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 14 day of July, 2004.



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

Kim Millington, Notary Public
Notary Public
Kim Millington, Notary Public

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

EXHIBIT A

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Property Added
(0.432 acres)

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

Beginning at an iron pin set in the westerly right-of-way line of Ogden Woods Boulevard, being a southeasterly corner of "Keswick Condominium" of record in Condominium Plat Book 124, Page 14;

thence South 37° 14' 19" West, a distance of 156.56 feet, with the westerly right-of-way line of said Ogden Woods Boulevard to an iron pin set;

thence South 82° 14' 18" West, a distance of 7.07 feet, with the westerly right-of-way line of said Ogden Woods Boulevard to an iron pin set in the northerly right-of-way line of Keswick Drive;

thence North 52° 45' 42" West, a distance of 70.00 feet, with the northerly right-of-way line of said Keswick Drive, to an iron pin set at a point of curvature of a curve to the right;

thence with the arc of said curve, having a central angle of 04° 07' 11", a radius of 632.00 feet, an arc length of 45.44 feet, and a chord bearing and distance of North 50° 42' 06" West, 45.43 feet, with the northerly right-of-way line of said Keswick Drive, to an iron pin set;

thence across said Lot 7, the following courses and distances:

North 42° 05' 54" East, a distance of 57.34 feet to a point; and

North 37° 14' 19" East, a distance of 106.85 feet, to a point in a southerly line of said "Keswick Condominium";

thence South 39° 19' 05" East, a distance of 17.48 feet, with the southerly line of said "Keswick Condominium", to a corner thereof;

thence South 52° 45' 42" East, a distance of 98.55 feet, continuing with the southerly line of said "Keswick Condominium," to the *Point of Beginning*, containing 0.432 acre of land, more or less.

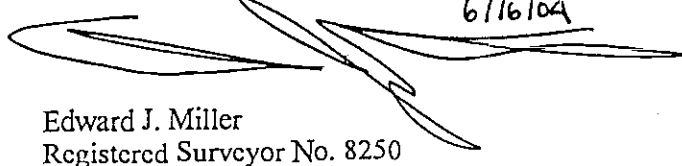
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

6/16/04

Edward J. Miller
Registered Surveyor No. 8250



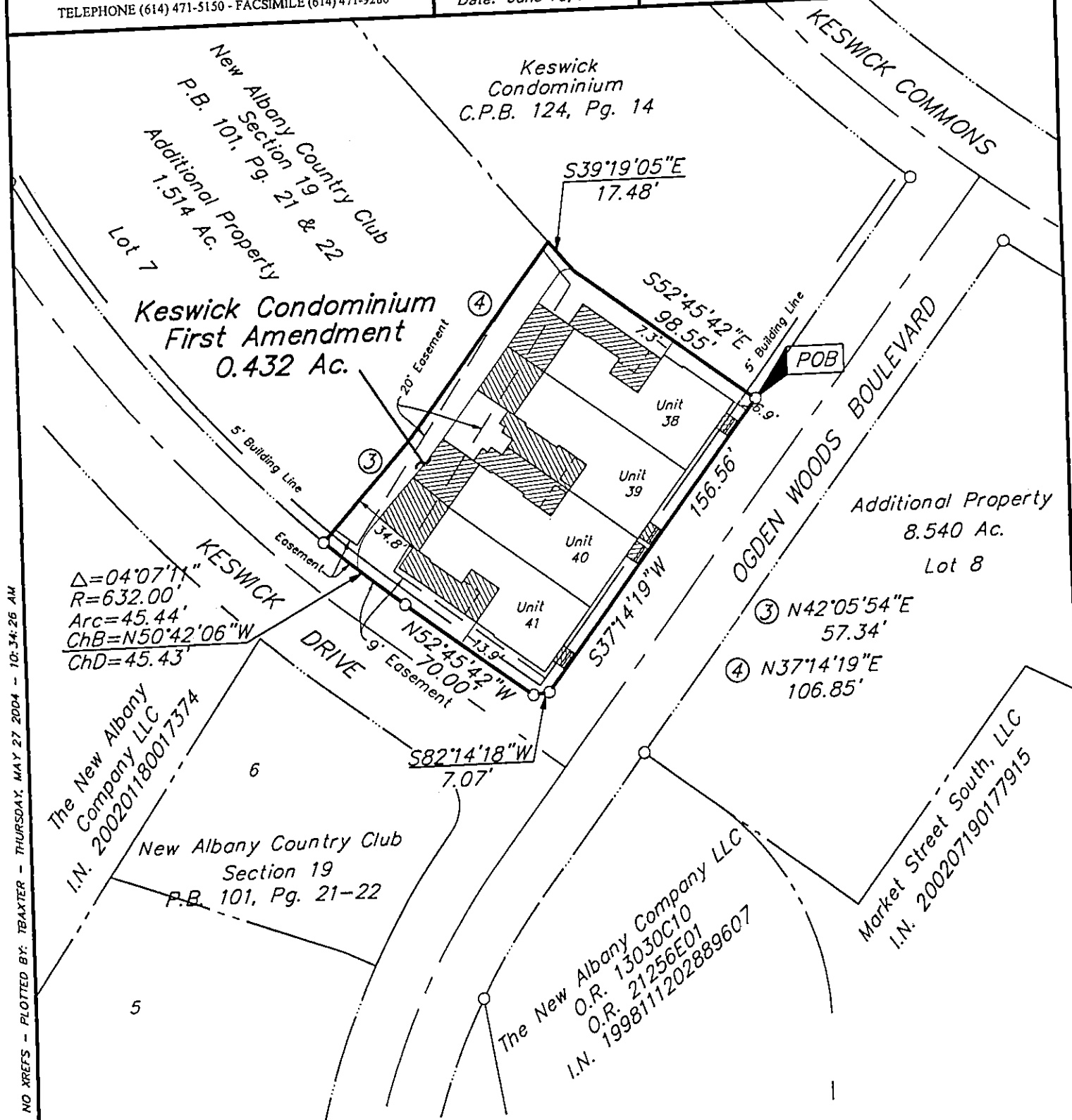
EVANS, MECHWART, HAMBLETON & TILTON, INC.
170 MILL STREET, GAHANNA, OHIO 43230
TELEPHONE (614) 471-5150 - FACSIMILE (614) 471-9286

EXHIBIT "B" KESWICK CONDOMINIUM FIRST AMENDMENT DECLARATION OF CONDOMINIUM

Date: June 16, 2004

Job No. 2004-0915

Scale: 1" = 60'



LEGEND

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



= Limited Common Element

Unit 38



= Unit Designation



= Stone Found



= Monument Found



= Iron Pin Found



= Iron Pin Set



= Mog Nail Found



= Mog Nail Set



= Railroad Spike Found



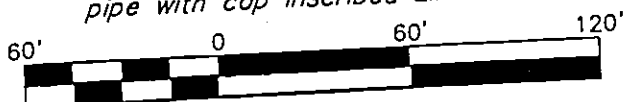
= Railroad Spike Set



= P.K. Nail Found



I.P. Set ore 13/16" I.D. iron pipe with cap inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37°14'19" West.



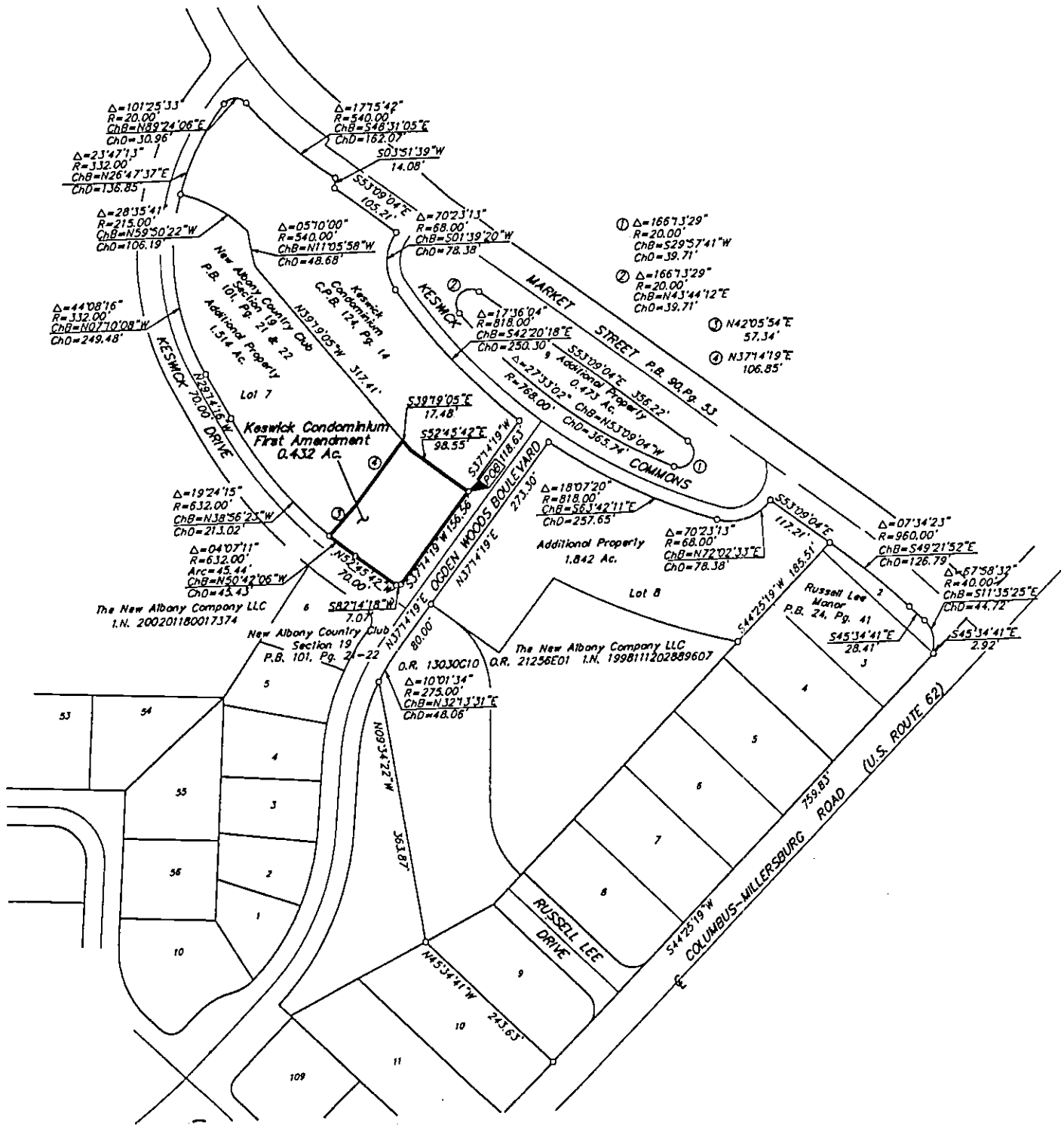
EVANS, MECHWART, HAMBLETON & TILTON, INC.
170 MILL STREET, GAHANNA, OHIO 43230
TELEPHONE (614) 471-5150 - FACSIMILE (614) 471-9286

EXHIBIT "C" KESWICK CONDOMINIUM FIRST AMENDMENT PLOT PLAN, ENTIRE TRACT

Date: June 16, 2004

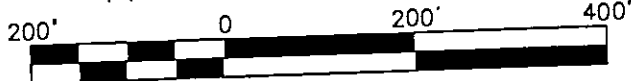
Job No. 2004-0915

Scale: 1" = 200'



- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- ◆ = Mog Nail Found
- = Mog Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ◆ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37°14'19" West.

\\CH0DATA1\SURVEY\PROJECT\20040915\DWG\40915CD1.DWG-EXHIBIT C PORTRAIT - NO XREFS - PLOTTED BY: TBAXTER - THURSDAY, MAY 27 2004 - 10:34:36 AM

EXHIBIT D

**FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM**

Unit Types

<u>Unit Type</u>	<u>Composition</u>
Fairfax A	Two story Unit containing a great room with dining area, kitchen, keeping room, library, laundry, one-half bathroom, foyer and two car attached garage at street level, two bedrooms, two bathrooms, and a sitting room, and a basement containing one or more rooms.
Fairfax B	Same as Fairfax A except library is replaced by a dining room on first floor.
Fairfax C	Same as Fairfax A except laundry room is smaller and there is a full bathroom in lieu of the one-half bathroom on the first floor.
Fairfax D	Same as Fairfax A except library on first floor is replaced by a bedroom, laundry room is smaller and relocated, a full bathroom is added and the one-half bathroom is relocated.
Fairfax (Revised)	Same as Fairfax except on the first floor the foyer is enlarged and the stairs are relocated, the library is relocated, the powder room is replaced by a bathroom with a shower and is relocated, the great room and dining area are relocated, and the laundry room is relocated. On the second floor, the sitting room is relocated, bedroom 2 and bedroom 3 have access to a shared bathroom, the entry into bedroom 1 is relocated and bath 2 is redesigned.
Gunston	Two story Unit consisting of a first floor owner's suite with a full bathroom, a great room, a dining room, kitchen, foyer, one half bathroom and a two-car attached garage at street level, a loft, two bedrooms and two full bathrooms on the second floor, and a basement containing one or more rooms.
Gunston (Revised I)	Same as Gunston except has a keeping room on the first floor level.
Gunston (Revised II)	Same as Gunston except on the first floor level a door is added to the dining room, a terrace is added, the keeping room is enlarged, the owner's bedroom and bathroom are relocated, a rear hall is added to connect the keeping room to the laundry room, the laundry room is enlarged and relocated, and a rear entry is added to the attached two-car garage, and the second level is reconfigured.

EXHIBIT E
FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/20th
2	Gunston	4,837	1.00	1/20th
3	Fairfax B	5,119	1.00	1/20th
4	Fairfax D	5,250	1.00	1/20th
5	Fairfax C	5,153	1.00	1/20th
6	Gunston (Revised I	5,278	1.00	1/20th
7	Gunston (Revised II)	6,736	1.00	1/20th
8	Fairfax (Revised)	5,821	1.00	1/20th
9	Gunston (Revised I)	5,426	1.00	1/20th
10	Fairfax C	5,105	1.00	1/20th
11	Gunston	4,847	1.00	1/20th
12	Gunston	4,919	1.00	1/20th
13	Gunston	4,918	1.00	1/20th
14	Fairfax C	5,136	1.00	1/20th
15	Gunston	4,882	1.00	1/20th
16	Fairfax A	5,119	1.00	1/20th

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
38	Fairfax A	5,119	1.00	1/20th
39	Gunston	4,882	1.00	1/20th
40	Gunston	4,882	1.00	1/20th
41	Fairfax A	5,119	1.00	<u>1/20th</u>

TOTAL	<u>20/20ths</u> <u>or 100%</u>
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SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

PLAT#200502100025673



200502100025671

Pgs: 8 \$80.00 T20050010835
02/10/2005 11:39AM BXLOVELAND BO
Robert G. Montgomery
Franklin County Recorder

This Second Amendment to the Declaration of KESWICK CONDOMINIUM is made on or as of the 10 day of February, 2005.

Recitals

A. Keswick Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Act") by the filing of the Declaration of Keswick Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200312010381879, and Condominium Plat Book 124, at page 14 et seq., both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Act, Declarant, Market Street South, LLC, an Ohio limited liability company, desires by this amendment to add a portion of Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

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

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.126 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B," and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C," and hereby made a part hereof.
3. Name. The Condominium, as expanded hereby, shall continue to be named "Keswick Condominium".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
5. Improvement Description. The Additional Property added to the Condominium Property hereby contains two (2) residential buildings, each containing four (4) side-by-side dwelling units, adding a total of eight (8) units, and expanding the Condominium to contain a total of twenty-eight (28) dwelling units, each of which constitutes a "Unit" under the Act. The residential buildings are two story townhouse style, built on a poured concrete wall foundation, with wood frame, brick exterior with James Hardie beaded siding on the extensions and the garages, and dimensional asphalt shingle roofs. Each dwelling unit has a two car attached rear garage and a basement. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, brick, James Hardie beaded siding, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings. In addition, there are private drives and green and open areas. There are no recreation facilities a part of the Condominium. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the Improvements now a part of the Condominium Property.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Second Amendment to the Declaration for Keswick Condominium, together with the Second Amendment to the Drawings attached thereto, were filed with this office on February 10, 2005.

TRANSFERRED

FEB 10 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

Franklin County Auditor

By James E. Lanning
Deputy Auditor

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 144 PAGE 50-52

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings Keswick Condominium Second Amendment," by a number assigned by the Declarant for the Unit (the Unit's "Unit designation"). A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The designations of the Units added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

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

c. Unit Locations. The location of each Unit is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to a Common Element leading directly to Market Street, a public street.

7. Common and Limited Common Elements.

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

b. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common elements" on the Drawings, or so described herein, are Limited Common Elements. These Limited Common Elements appurtenant to each Unit consist of a driveway area in front of each Unit's garage, a front porch or stoop, and a porch/patio/yard area and the improvements within that area (except for utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having an equal par value of one (1.00), and resulting in each Unit having an equal undivided interest. All Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit C of the Declaration. 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 of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

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

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property, including but not limited to the Existing Restrictions described in Article III of the Declaration;

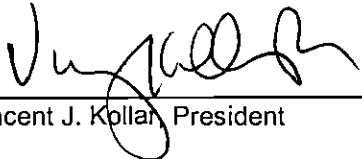
b. the Owner or Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 7 day of February, 2005.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

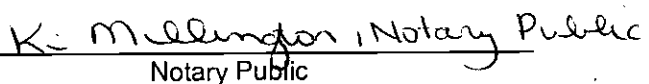
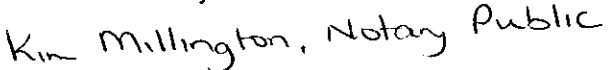
By 
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 7 day of February, 2005.



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

, Notary Public
Notary Public
 Kim Millington, Notary Public

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

EXHIBIT A

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Property Added
(1.126 acres)

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

BEGINNING at an iron pin set in the arc of a curve in the northerly right-of-way line of Keswick Drive, in the southerly perimeter of said Lot 7, and being a northwesterly corner of "Keswick Condominium First Amendment" of record in Condominium Plat Book 135, Page 1;

thence with said northerly right-of-way line and the southerly perimeter of said Lot 7 the following courses and distances:

with the arc of said curve to the right, having a central angle of $19^{\circ} 24' 15''$, a radius of 632.00 feet, an arc length of 214.04 feet, and a chord which bears North $38^{\circ} 56' 23''$ West, a distance of 213.02 feet, to an iron pin set at a point of tangency;

North $29^{\circ} 14' 16''$ West, a distance of 70.00 feet, to an iron pin set at a point of curvature; and

with the arc of said curve to the right, having a central angle of $11^{\circ} 08' 41''$, a radius of 332.00 feet, an arc length of 64.58 feet, and a chord which bears North $23^{\circ} 39' 55''$ West, a distance of 64.48 feet, to an iron pin set;

thence North $70^{\circ} 52' 53''$ East, a distance of 138.06 feet, across said Lot 7, to a point in the southerly line of "Keswick Condominium" of record in Condominium Plat Book 124, Page 14;

thence South $39^{\circ} 19' 05''$ East, a distance of 262.95 feet, with a southerly line of said "Keswick Condominium", to a point at a northeasterly corner of said "Keswick Condominium First Amendment";

thence South $37^{\circ} 14' 19''$ West, a distance of 106.85 feet, with a northerly line of said "Keswick Condominium First Amendment", to a point;

thence South $42^{\circ} 05' 34''$ West, a distance of 57.34 feet, continuing with said northerly line, to the POINT OF BEGINNING and containing 1.126 acres, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths ($13/16$) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South $37^{\circ} 14' 19''$ West.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

9/24/04
Edward J. Miller
Registered Surveyor No. 8250

ENGINEERS, SURVEYORS, PLANNERS, SCIENTISTS

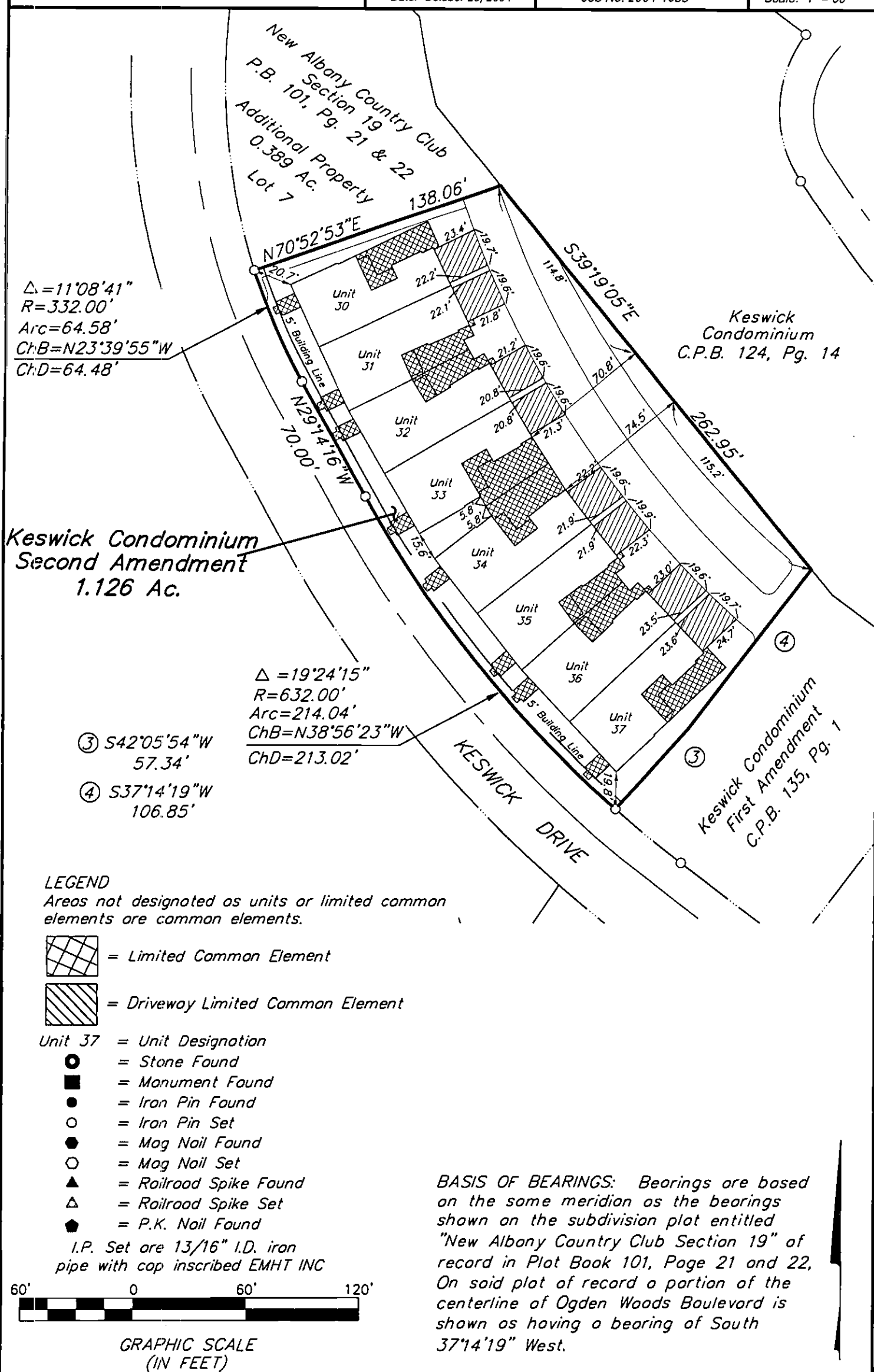
EVANS, MECHWART, HAMBLETON & TILTON, INC.
170 MILL STREET, GAHANNA, OHIO 43230
TELEPHONE (614) 471-5150 • FACSIMILE (614) 471-9286

EXHIBIT "B"
KESWICK CONDOMINIUM
SECOND AMENDMENT
DECLARATION OF CONDOMINIUM

Date: October 25, 2004

Job No. 2004-1638

Scale: 1" = 60'





ENGINEERS, SURVEYORS, PLANNERS, SCIENTISTS

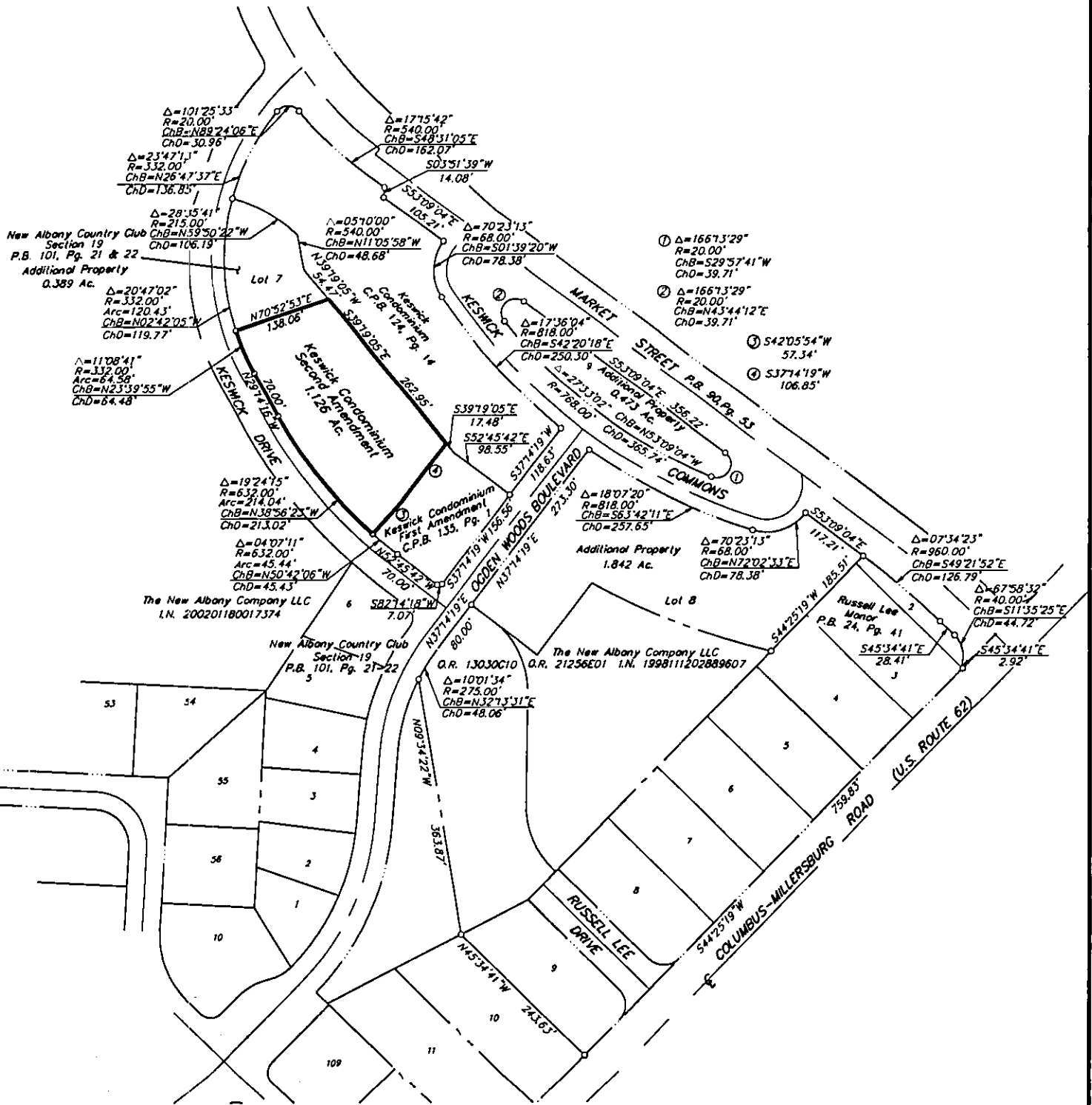
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TELEPHONE (614) 471-5150 - FACSIMILE (614) 471-9286

EXHIBIT "C"
KESWICK CONDOMINIUM
SECOND AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: October 25, 2004

Job No. 2004-1638

Scale: 1" = 200'



- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mog Nail Found
- = Mog Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37°14'19" West.

EXHIBIT D

**SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM**

Unit Types

<u>Unit Type</u>	<u>Composition</u>
Fairfax A	Two story Unit containing a great room with dining area, kitchen, keeping room, library, laundry, one-half bathroom, foyer and two car attached garage at street level, two bedrooms, two bathrooms, and a sitting room, and a basement containing one or more rooms.
Fairfax B	Same as Fairfax A except library is replaced by a dining room on first floor.
Fairfax C	Same as Fairfax A except laundry room is smaller and there is a full bathroom in lieu of the one-half bathroom on the first floor.
Fairfax D	Same as Fairfax A except library on first floor is replaced by a bedroom, laundry room is smaller and relocated, a full bathroom is added and the one-half bathroom is relocated.
Fairfax (Revised)	Same as Fairfax except on the first floor the foyer is enlarged and the stairs are relocated, the library is relocated, the powder room is replaced by a bathroom with a shower and is relocated, the great room and dining area are relocated, and the laundry room is relocated. On the second floor, the sitting room is relocated, bedroom 2 and bedroom 3 have access to a shared bathroom, the entry into bedroom 1 is relocated and bath 2 is redesigned.
Gunston	Two story Unit consisting of a first floor owner's suite with a full bathroom, a great room, a dining room, kitchen, foyer, one half bathroom and a two-car attached garage at street level, a loft, two bedrooms and two full bathrooms on the second floor, and a basement containing one or more rooms.
Gunston (Revised I)	Same as Gunston except has a keeping room on the first floor level.
Gunston (Revised II)	Same as Gunston except on the first floor level a door is added to the dining room, a terrace is added, the keeping room is enlarged, the owner's bedroom and bathroom are relocated, a rear hall is added to connect the keeping room to the laundry room, the laundry room is enlarged and relocated, and a rear entry is added to the attached two-car garage, and the second level is reconfigured.

EXHIBIT E
SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/28th
2	Gunston	4,837	1.00	1/28th
3	Fairfax B	5,119	1.00	1/28th
4	Fairfax D	5,250	1.00	1/28th
5	Fairfax C	5,153	1.00	1/28th
6	Gunston (Revised I	5,278	1.00	1/28th
7	Gunston (Revised II)	6,736	1.00	1/28th
8	Fairfax (Revised)	5,821	1.00	1/28th
9	Gunston (Revised I)	5,426	1.00	1/28th
10	Fairfax C	5,105	1.00	1/28th
11	Gunston	4,847	1.00	1/28th
12	Gunston	4,919	1.00	1/28th
13	Gunston	4,918	1.00	1/28th
14	Fairfax C	5,136	1.00	1/28th
15	Gunston	4,882	1.00	1/28th
16	Fairfax A	5,119	1.00	1/28th
38	Fairfax A	5,119	1.00	1/28th
39	Gunston	4,882	1.00	1/28th
40	Gunston	4,882	1.00	1/28th
41	Fairfax A	5,119	1.00	1/28th

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
30	Fairfax A	5,119	1.00	1/28th
31	Gunston	4,882	1.00	1/28th
32	Fairfax C	5,238	1.00	1/28th
33	Fairfax A	5,119	1.00	1/28th
34	Fairfax A	5,119	1.00	1/28th
35	Gunston (Revised I)	4,882	1.00	1/28th
36	Fairfax C	5,238	1.00	1/28th
37	Fairfax A	5,119	1.00	1/28th

TOTAL 28/28ths
or 100%

Condo plat # 200505180095318

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

200505180095317
Pg: 8 \$80.00 T20050038687
05/18/2005 2:33PM BXLOVELAND 80
Robert G. Montgomery
Franklin County Recorder

5 This Third Amendment to the Declaration of KESWICK CONDOMINIUM is made on or as of the day of May, 2005.

Recitals

A. Keswick Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Act") by the filing of the Declaration of Keswick Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200312010381879, and Condominium Plat Book 124, at page 14 et seq., both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Act, Declarant, Market Street South, LLC, an Ohio limited liability company, desires by this amendment to add a portion of Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

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

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

2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 0.389 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B," and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C," and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Keswick Condominium".

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

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one (1) residential building containing three (3) side-by-side dwelling units, adding a total of three (3) units, and expanding the Condominium to contain a total of thirty-one (31) dwelling units, each of which constitutes a "Unit" under the Act. The residential building is two story townhouse style, built on a poured concrete wall foundation, with wood frame, brick exterior with James Hardie beaded siding on the extensions and the garages, and a dimensional asphalt shingle roof. Each dwelling unit has a two car attached rear garage and a basement. The principal materials of which the buildings is constructed are wood, glass, concrete, concrete block, brick, James Hardie beaded siding, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings. In addition, there are private drives and green and open areas. There are no recreation facilities a part of the Condominium. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Third Amendment to the Declaration for Keswick Condominium, together with the Third Amendment to the Drawings attached thereto, were filed with this office on May 18, 2005.

Franklin County Auditor

By Joel E. Lenning
Deputy Auditor

TRANSFERRED

MAY 18 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 149 PAGE 1-2

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings Keswick Condominium Third Amendment," by a number assigned by the Declarant for the Unit (the Unit's "Unit designation"). A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The designations of the Units added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

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

c. Unit Locations. The location of each Unit is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to a Common Element leading directly to Market Street, a public street.

7. Common and Limited Common Elements.

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

b. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common elements" on the Drawings, or so described herein, are Limited Common Elements. These Limited Common Elements appurtenant to each Unit consist of a driveway area in front of each Unit's garage, a front porch or stoop, a porch/patio/yard area and the improvements within that area (except for utility lines that serve another Unit), and in the case of Unit 27 a parking area as shown on Exhibit B and on the Drawings filed simultaneously herewith. Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having an equal par value of one (1.00), and resulting in each Unit having an equal undivided interest. All Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit C of the Declaration. 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 of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

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

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property, including but not limited to the Existing Restrictions described in Article III of the Declaration;

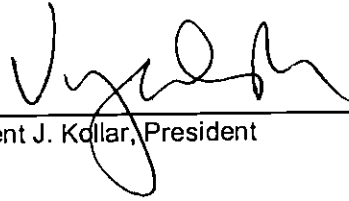
b. the Owner or Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 5 day of May, 2005.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By 

Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 5 day of May, 2005.



Notary Public

Kim Millington, Notary Public



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

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

EXHIBIT A

THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Property Added
(0.389 acres)

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

BEGINNING at an iron pin set in the arc of a curve in the northerly right-of-way line of Keswick Drive, in the southerly perimeter of said Lot 7, and being a northwesterly corner of "Keswick Condominium Second Amendment" of record in Condominium Plat Book 144, Page 50;

thence with said northerly right-of-way line and the southerly perimeter of said Lot 7 the following courses and distances:

with the arc of said curve to the right, having a central angle of 32° 59' 35", a radius of 332.00 feet, an arc length of 191.18 feet, and a chord which bears North 01° 35' 47" West, a distance of 188.55 feet, to an iron pin set at the southwesterly corner of "Keswick Condominium" of record in Condominium Plat Book 124, Page 14, being on the arc of a curve to the right;

thence with the southerly line of said "Keswick Condominium", the following courses and distances:

with the arc of said curve, having a central angle of 28° 35' 41", a radius of 215.00 feet, an arc length of 107.30, and a chord which bears South 59° 50' 22" East, a distance of 106.19 feet to a point on the arc of a curve to the left;

with the arc of said curve, having a central angle of 05° 10' 00", a radius of 540.00 feet, an arc length of 48.69 feet, and a chord which bears South 11° 05' 58" East, a distance of 48.68 feet to a corner thereof; and

South 39° 19' 05" East, a distance of 54.47 feet, to the northeasterly corner of said "Keswick Condominium Second Amendment";

thence South 70° 52' 53" West, a distance of 138.06 feet, with the northerly line of said "Keswick Condominium Second Amendment" to the TRUE POINT of BEGINNING and containing 0.389 acre, more or less

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

3/29/05
Edward J. Miller
Registered Surveyor No. 8250



ENGINEERS, SURVEYORS, PLANNERS, SCIENTISTS

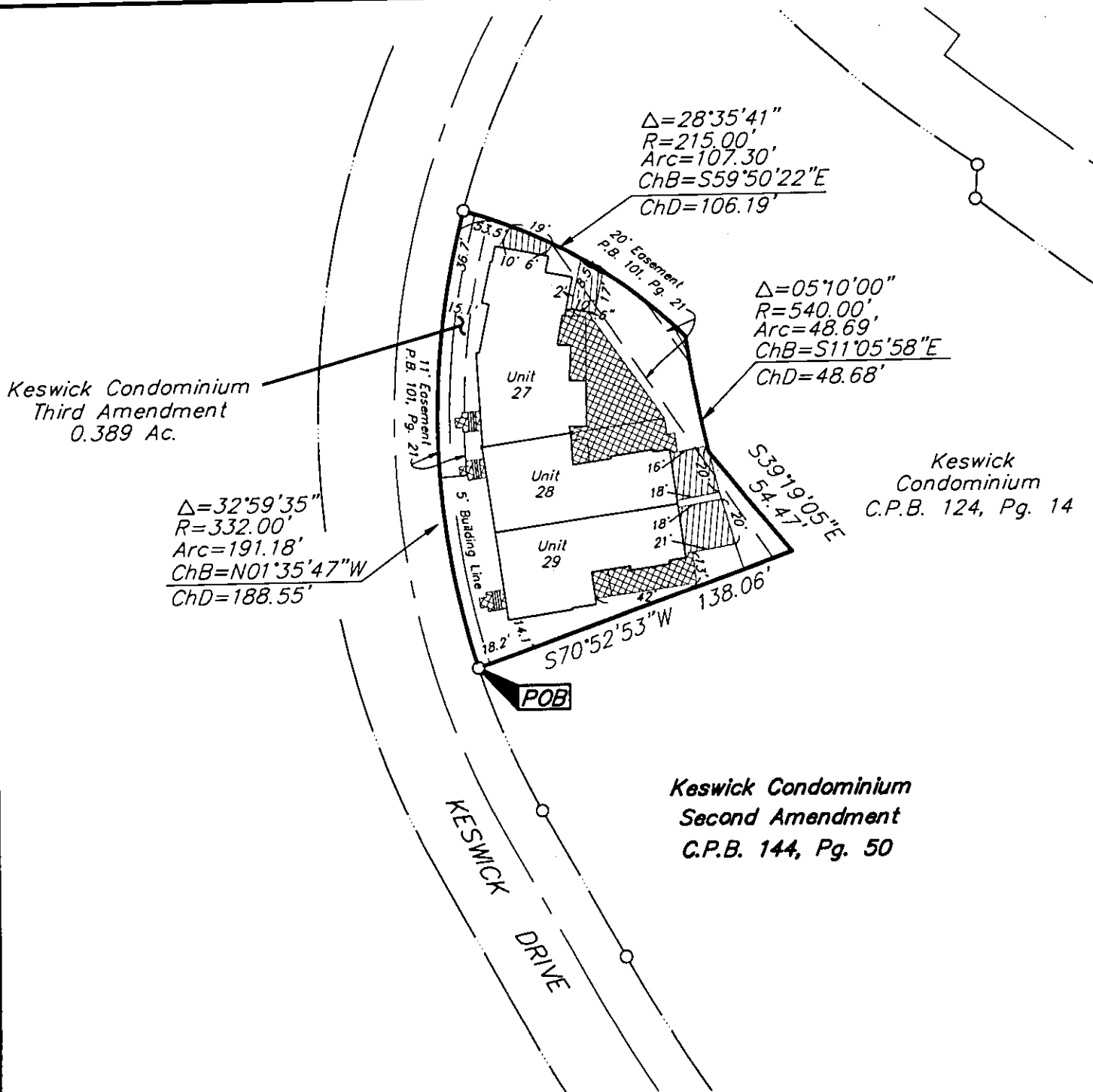
EVANS, MECHWART, HAMBLETON & TILTON, INC.
170 MILL STREET, GAHANNA, OHIO 43230
TELEPHONE (614) 471-5150 - FACSIMILE (614) 471-9286

EXHIBIT "B" KESWICK CONDOMINIUM THIRD AMENDMENT DECLARATION OF CONDOMINIUM

Date: April 29, 2005

Job No. 2005-0466

Scale: 1" = 60'



LEGEND

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



= Limited Common Element



= Driveway Limited Common Element

27 = Unit Designation

● = Stone Found

■ = Monument Found

● = Iron Pin Found

○ = Iron Pin Set

● = Mog. Nail Found

○ = Mog. Nail Set

▲ = Railroad Spike Found

△ = Railroad Spike Set

● = P.K. Nail Found

I.P. Set ore 13/16" I.D. iron pipe with cap inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plot entitled "New Albany Country Club Section 19" of record in Plot Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plot of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South $37^{\circ}14'19''$ West.

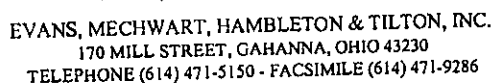
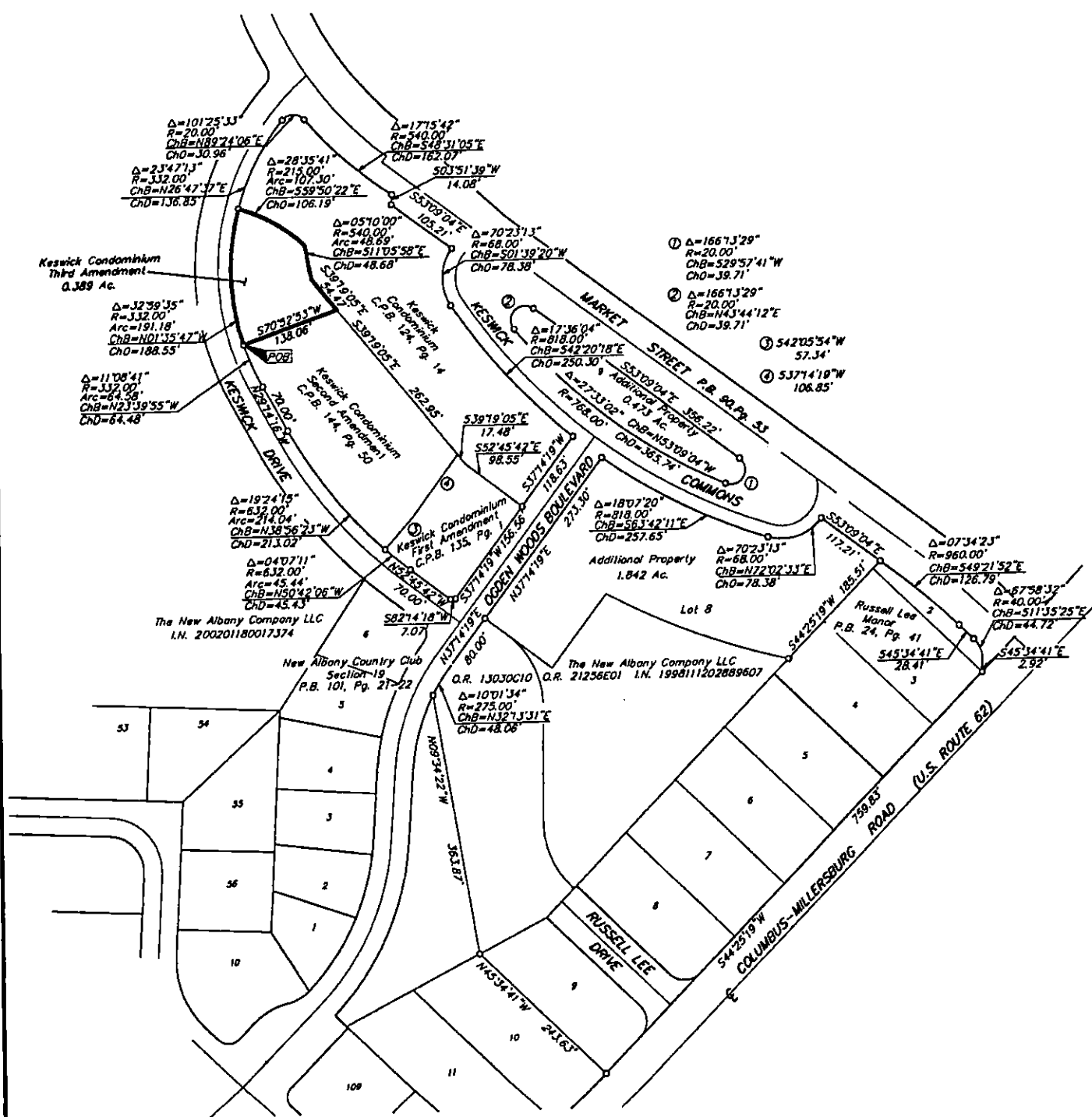


EXHIBIT "C"
KESWICK CONDOMINIUM
THIRD AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 28, 2005

Job No. 2005-0466

Scale: 1" = 100'



LEGEND

- = Stone Found
 - = Monument Found
 - = Iron Pin Found
 - = Iron Pin Set
 - = Mag. Nail Found
 - = Mag. Nail Set
 - ▲ = Railroad Spike Found
 - △ = Railroad Spike Set
 - ◆ = P.K. Nail Found
- I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC*

I.P. Set ore 13/16" I.D. iron
pipe with cop inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plot Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plot of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.

 NO YREFS - PLOTTED BY: TEAXTER - WEDNESDAY, MAR 16 2005 - 6:33:04 AM

EXHIBIT D

**THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM**

Unit Types

**Unit
Type**

Composition

Fairfax A	Two story Unit containing a great room with dining area, kitchen, keeping room, library, laundry, one-half bathroom, foyer and two car attached garage at street level, two bedrooms, two bathrooms, and a sitting room, and a basement containing one or more rooms.
Fairfax B	Same as Fairfax A except library is replaced by a dining room on first floor.
Fairfax C	Same as Fairfax A except laundry room is smaller and there is a full bathroom in lieu of the one-half bathroom on the first floor.
Fairfax D	Same as Fairfax A except library on first floor is replaced by a bedroom, laundry room is smaller and relocated, a full bathroom is added and the one-half bathroom is relocated.
Fairfax (Revised)	Same as Fairfax except on the first floor the foyer is enlarged and the stairs are relocated, the library is relocated, the powder room is replaced by a bathroom with a shower and is relocated, the great room and dining area are relocated, and the laundry room is relocated. On the second floor, the sitting room is relocated, bedroom 2 and bedroom 3 have access to a shared bathroom, the entry into bedroom 1 is relocated and bath 2 is redesigned.
Gunston	Two story Unit consisting of a first floor owner's suite with a full bathroom, a great room, a dining room, kitchen, foyer, one half bathroom and a two-car attached garage at street level, a loft, two bedrooms and two full bathrooms on the second floor, and a basement containing one or more rooms.
Gunston (Revised I)	Same as Gunston except has a keeping room on the first floor level.
Gunston (Revised II)	Same as Gunston except on the first floor level a door is added to the dining room, a terrace is added, the keeping room is enlarged, the owner's bedroom and bathroom are relocated, a rear hall is added to connect the keeping room to the laundry room, the laundry room is enlarged and relocated, and a rear entry is added to the attached two-car garage, and the second level is reconfigured.

EXHIBIT E
THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/31st
2	Gunston	4,837	1.00	1/31st
3	Fairfax B	5,119	1.00	1/31st
4	Fairfax D	5,250	1.00	1/31st
5	Fairfax C	5,153	1.00	1/31st
6	Gunston (Revised I	5,278	1.00	1/31st
7	Gunston (Revised II)	6,736	1.00	1/31st
8	Fairfax (Revised)	5,821	1.00	1/31st
9	Gunston (Revised I)	5,426	1.00	1/31st
10	Fairfax C	5,105	1.00	1/31st
11	Gunston	4,847	1.00	1/31st
12	Gunston	4,919	1.00	1/31st
13	Gunston	4,918	1.00	1/31st
14	Fairfax C	5,136	1.00	1/31st
15	Gunston	4,882	1.00	1/31st
16	Fairfax A	5,119	1.00	1/31st
38	Fairfax A	5,119	1.00	1/31st
39	Gunston	4,882	1.00	1/31st
40	Gunston	4,882	1.00	1/31st
41	Fairfax A	5,119	1.00	1/31st
30	Fairfax A	5,119	1.00	1/31st
31	Gunston	4,882	1.00	1/31st
32	Fairfax C	5,238	1.00	1/31st
33	Fairfax A	5,119	1.00	1/31st
34	Fairfax A	5,119	1.00	1/31st
35	Gunston (Revised I)	4,882	1.00	1/31st
36	Fairfax C	5,238	1.00	1/31st
37	Fairfax A	5,119	1.00	1/31st

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
27	Gunston (Revised II)	6,978	1.00	1/31st
28	Gunston (Revised I)	5,736	1.00	1/31st
29	Fairfax A	6,053	1.00	1/31st
TOTAL				<u>31/31sts</u> <u>or 100%</u>

Condo Plat: 200509220198417



200509220198415

Pgs: 9 \$88.00 T20050074633
09/22/2005 2:03PM BXLOVELAND 80
Robert G. Montgomery
Franklin County Recorder

**FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM**

21st This Fourth Amendment to the Declaration of KESWICK CONDOMINIUM is made on or as of the day of September, 2005.

Recitals

A. Keswick Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Act") by the filing of the Declaration of Keswick Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200312010381879, and Condominium Plat Book 124, at page 14 et seq., both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Act, Declarant, Market Street South, LLC, an Ohio limited liability company, desires by this amendment to add a portion of Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

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

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

2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.289 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B," and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C," and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Keswick Condominium".

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

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one (1) residential building containing nine (9) side-by-side dwelling units, adding a total of nine (9) units, and expanding the Condominium to contain a total of forty (40) dwelling units, each of which constitutes a "Unit" under the Act. The residential building is two story townhouse style, built on a poured concrete wall foundation, with wood frame, brick exterior with James Hardie beaded siding on the extensions and the garages, and a dimensional asphalt shingle roof. Each dwelling unit has a two car attached rear garage and a basement. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick, James Hardie beaded siding, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings. In addition, there are private drives and green and open areas. There are no recreation facilities a part of the Condominium. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Fourth Amendment to the Declaration for Keswick Condominium, together with the Fourth Amendment to the Drawings attached thereto, were filed with this office on Sept 22, 2005.

Franklin County Auditor

By Janet Lanning
Deputy Auditor

TRANSFERRED

SEP 22 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE

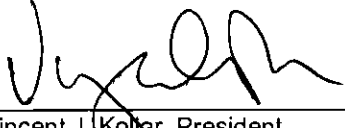
CONDOMINIUM PLAT BOOK NO. 154 PAGE 59-61

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 21 day of September, 2005.

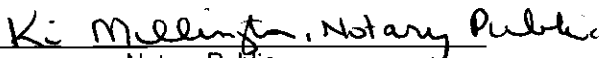
MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By 
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 21 day of September, 2005.

, Notary Public
Notary Public
Kim Millington, Notary Public



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

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

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings Keswick Condominium Fourth Amendment," by a number assigned by the Declarant for the Unit (the Unit's "Unit designation"). A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The designations of the Units added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

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

c. Unit Locations. The location of each Unit is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to a Common Element leading directly to Market Street, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the Additional Property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Elements. An exclusive right and easement is hereby reserved to the Declarant, its successors and assigns, for the purpose of attaching future Units and Common Elements to the Common Element exterior of the residential building added hereby.

b. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common elements" on the Drawings, or so described herein, are Limited Common Elements. These Limited Common Elements appurtenant to each Unit consist of a driveway area in front of each Unit's garage, a front porch or stoop, a porch/patio/yard area and the improvements within that area (except for utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having an equal par value of one (1.00), and resulting in each Unit having an equal undivided interest. All Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit C of the Declaration. 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 of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

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

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property, including but not limited to the Existing Restrictions described in Article III of the Declaration;

b. the Owner or Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

EXHIBIT A

**FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM**

Legal Description, Property Added
(1.264 acres)

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being part of Lot 8 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows;

Beginning for reference, at the northwesterly corner of the remainder Lot 2 of that subdivision entitled "Russell Lee Manor" of record in Plat Book 24, Page 41, being in the southerly right-of-way line of Market Street, of record in Plat Book 90, Page 53;

thence South 44° 25' 19" West, with the westerly line of said "Russell Lee Manor", a distance of 92.38 feet to an iron pin set at the TRUE POINT OF BEGINNING;

thence South 44° 25' 19" West, continuing with said westerly line, a distance of 93.12 feet to an iron pin set on the arc of a curve to the right in the northerly line of that tract conveyed to Market Street South LLC by deed of record in Instrument Number 200207190177915;

thence with said northerly line and with the arc of said curve, having a central angle of 15° 58' 17", a radius of 975.00 feet, an arc length of 271.79 feet, and a chord which bears North 69° 12' 45" West, a distance of 270.91 feet to an iron pin set at a northwesterly corner thereof;

thence across said Lot 8, the following courses and distances:

North 37° 14' 18" East, a distance of 28.08 feet to a point; and

North 52° 45' 42" West, a distance of 116.69 feet to an iron pin set in the easterly right-of-way line of Ogden Woods Boulevard;

thence North 37° 14' 19" East, with the easterly right-of-way line of said Ogden Woods Boulevard, a distance of 118.74 feet to an iron pin set in the southerly right-of-way line of Keswick Commons, being on the arc of a curve to the left;

thence with said southerly right-of-way line of Keswick Commons and with the arc of said curve, having a central angle of 18° 07' 20", a radius of 818.00 feet, an arc length of 258.73 feet, and a chord which bears South 63° 42' 11" East, a distance of 257.65 feet to an iron pin set at a point of compound curvature;

thence continuing with said southerly right-of-way line of Keswick Commons and the arc of said curve, having a central angle of 48° 26' 02", a radius of 68.00 feet, an arc length of 57.47 feet, and a chord which bears North 83° 01' 08" East, a distance of 55.79 feet to an iron pin set;

EXHIBIT A (Continued)

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Legal Description, Property Added
(1.289 acres)

thence across said Lot 8, the following courses and distances:

South 30° 57' 46" East, a distance of 13.48 feet to a point;

South 09° 25' 13" East, a distance of 38.04 feet to a point; and

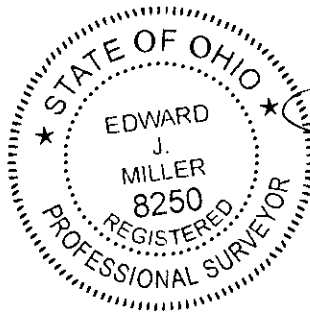
thence South 20° 45' 01" East, a distance of 64.87 feet to the Point of Beginning and containing 1.289 acre of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This survey is based on an actual field survey performed by EMH&T, Inc. in December of 2002.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller
Registered Surveyor No. 8250

EJM:tb/Sept. 16, 05
1.289 acres 51460



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.773.4500 Fax: 614.773.4500

EXHIBIT "B" KESWICK CONDOMINIUM FOURTH AMENDMENT DECLARATION OF CONDOMINIUM

Date: September 16, 2005

Scale: 1" = 60'

Job No: 2005-1460

BASIS OF BEARINGS: Bearings are based on the some meridian as the bearings shown on the subdivision plot entitled "New Albany Country Club Section 19" of record in Plot Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plot of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.

LEGEND

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

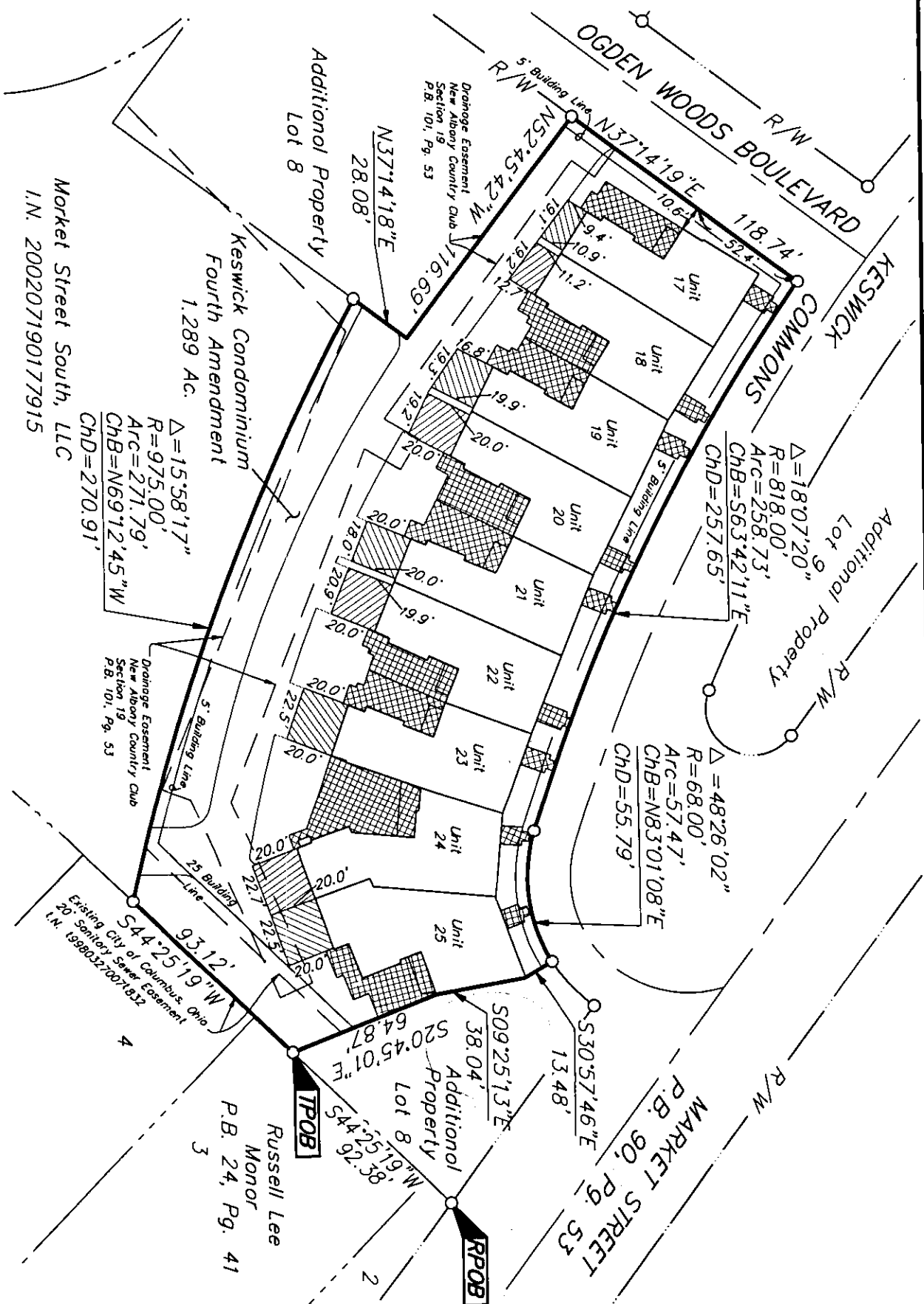
= Limited Common Element

= Driveway Limited Common Element

- 17 = Unit Designation
- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mog. Nail Found
- = Mog. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ◆ = P.K. Nail Found

I.P. Set ore 13/16" I.D. iron pipe with cap inscribed EMHT INC

GRAPHIC SCALE
(IN FEET)



EMH&T

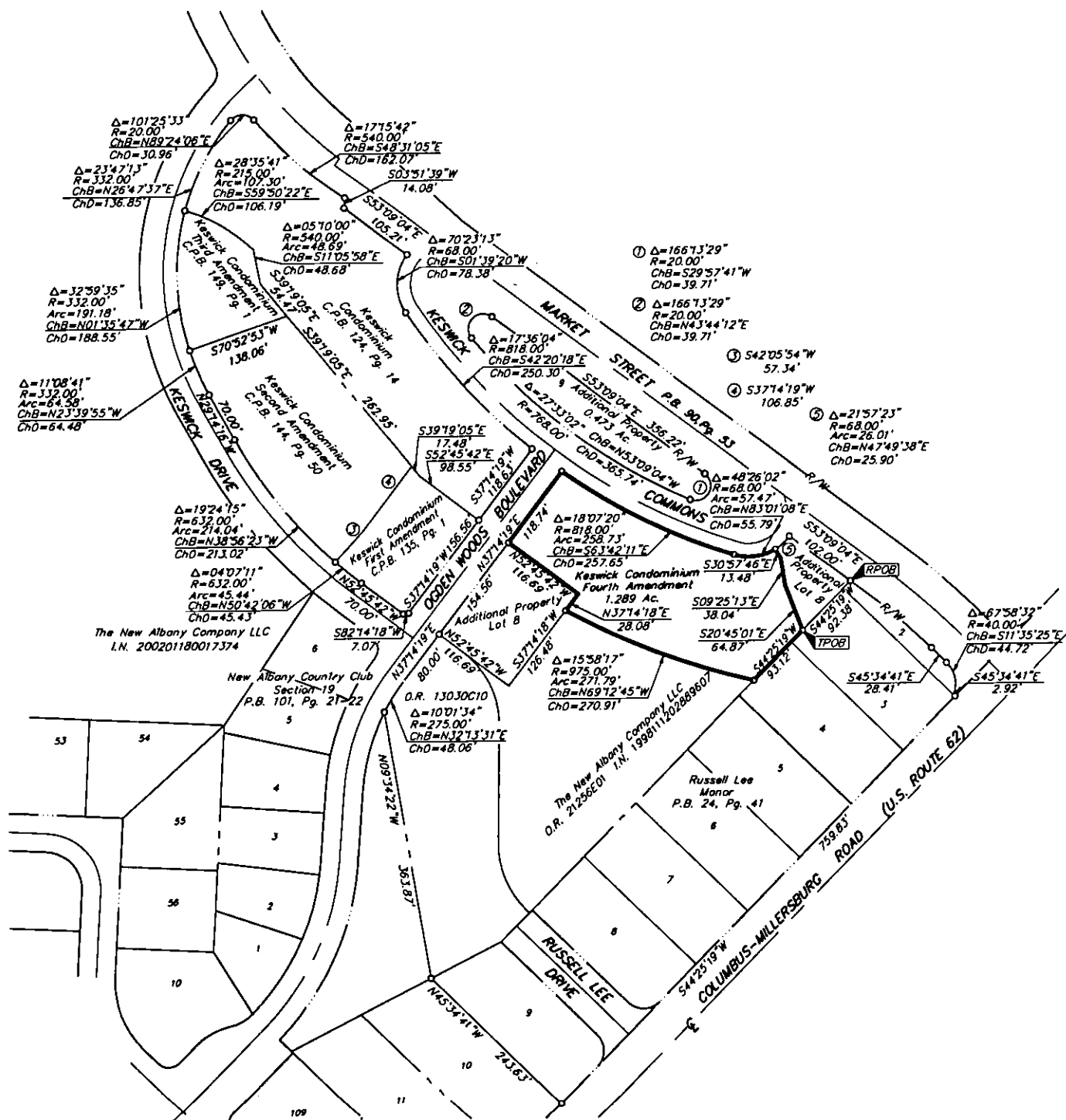
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C" KESWICK CONDOMINIUM FOURTH AMENDMENT PLOT PLAN, ENTIRE TRACT

Date: September 16, 2005

Job No. 2005-1460

Scale: 1" = 200'



LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ◆ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.

EXHIBIT D
FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Types

<u>Unit Type</u>	<u>Composition</u>
Fairfax A	Two story Unit containing a great room with dining area, kitchen, keeping room, library, laundry, one-half bathroom, foyer and two car attached garage at street level, two bedrooms, two bathrooms, and a sitting room, and a basement containing one or more rooms.
Fairfax B	Same as Fairfax A except library is replaced by a dining room on first floor.
Fairfax C	Same as Fairfax A except laundry room is smaller and there is a full bathroom in lieu of the one-half bathroom on the first floor.
Fairfax D	Same as Fairfax A except library on first floor is replaced by a bedroom, laundry room is smaller and relocated, a full bathroom is added and the one-half bathroom is relocated.
Fairfax (Revised)	Same as Fairfax except on the first floor the foyer is enlarged and the stairs are relocated, the library is relocated, the powder room is replaced by a bathroom with a shower and is relocated, the great room and dining area are relocated, and the laundry room is relocated. On the second floor, the sitting room is relocated, bedroom 2 and bedroom 3 have access to a shared bathroom, the entry into bedroom 1 is relocated and bath 2 is redesigned.
Gunston	Two story Unit consisting of a first floor owner's suite with a full bathroom, a great room, a dining room, kitchen, foyer, one half bathroom and a two-car attached garage at street level, a loft, two bedrooms and two full bathrooms on the second floor, and a basement containing one or more rooms.
Gunston (Revised I)	Same as Gunston except has a keeping room on the first floor level.
Gunston (Revised II)	Same as Gunston except on the first floor level a door is added to the dining room, a terrace is added, the keeping room is enlarged, the owner's bedroom and bathroom are relocated, a rear hall is added to connect the keeping room to the laundry room, the laundry room is enlarged and relocated, and a rear entry is added to the attached two-car garage, and the second level is reconfigured.

EXHIBIT E
FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/40th
2	Gunston	4,837	1.00	1/40th
3	Fairfax B	5,119	1.00	1/40th
4	Fairfax D	5,250	1.00	1/40th
5	Fairfax C	5,153	1.00	1/40th
6	Gunston (Revised I	5,278	1.00	1/40th
7	Gunston (Revised II)	6,736	1.00	1/40th
8	Fairfax (Revised)	5,821	1.00	1/40th
9	Gunston (Revised I)	5,426	1.00	1/40th
10	Fairfax C	5,105	1.00	1/40th
11	Gunston	4,847	1.00	1/40th
12	Gunston	4,919	1.00	1/40th
13	Gunston	4,918	1.00	1/40th
14	Fairfax C	5,136	1.00	1/40th
15	Gunston	4,882	1.00	1/40th
16	Fairfax A	5,119	1.00	1/40th
38	Fairfax A	5,119	1.00	1/40th
39	Gunston	4,882	1.00	1/40th
40	Gunston	4,882	1.00	1/40th
41	Fairfax A	5,119	1.00	1/40th
30	Fairfax A	5,119	1.00	1/40th
31	Gunston	4,882	1.00	1/40th
32	Fairfax C	5,238	1.00	1/40th
33	Fairfax A	5,119	1.00	1/40th
34	Fairfax A	5,119	1.00	1/40th
35	Gunston (Revised I)	4,882	1.00	1/40th
36	Fairfax C	5,238	1.00	1/40th
37	Fairfax A	5,119	1.00	1/40th
27	Gunston (Revised II)	6,978	1.00	1/40th
28	Gunston (Revised I)	5,736	1.00	1/40th
29	Fairfax A	6,053	1.00	<u>1/40th</u>

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
17	Fairfax A	5,816	1.00	1/40th
18	Gunston (Revised I)	5,491	1.00	1/40th
19	Gunston (Revised I)	5,491	1.00	1/40th
20	Fairfax A	6,107	1.00	1/40th
21	Fairfax A	5,816	1.00	1/40th
22	Fairfax A	5,816	1.00	1/40th
23	Fairfax A	5,816	1.00	1/40th
24	Gunston (Revised I)	6,274	1.00	1/40th
25	Fairfax (Revised)	6,654	1.00	<u>1/40th</u>

TOTAL 40/40ths
 or 100%

FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Condominium Plat
200712030207690
200712030207682
Pgs: 8 \$80.00 T20070082880
12/03/2007 2:23PM BXLOVELAND
Robert G. Montgomery
Franklin County Recorder

This Fifth Amendment to the Declaration of KESWICK CONDOMINIUM is made on or as of the
20th day of November, 2007.

Recitals

A. Keswick Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Act") by the filing of the Declaration of Keswick Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200312010381879, and Condominium Plat Book 124, at page 14 et seq., both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Act, Declarant, Market Street South, LLC, an Ohio limited liability company, desires by this amendment to add a portion of Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

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

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
2. Additional Property Added. A legal description of the portion of the Additional Property added hereby to the Condominium Property, consisting of 0.414 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B," and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C," and hereby made a part hereof. Exhibit F to the Declaration contained a factual error in that portions of the Additional Property described in Exhibit E to the Declaration were not labeled as Additional Property on Exhibit F to the Declaration including the portions of the Additional Property being added to the Condominium hereby. Pursuant to Article XIX of the Declaration, the Declarant has the right and power to correct factual errors. Declarant hereby corrects the factual error on Exhibit F the Declaration. The remaining Additional Property is shown correctly labeled on Exhibit C attached hereto and on the Drawings filed simultaneously herewith.
3. Name. The Condominium, as expanded hereby, shall continue to be named "Keswick Condominium".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Fifth Amendment to the Declaration for Keswick Condominium, together with the Fifth Amendment to the Drawings attached thereto, were filed with this office on
Dec 3, 2007.

Franklin County Auditor

By John E. Leasing
Deputy Auditor

TRANSFERRED

DEC 03 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

REFERENCE PLEASE SEE

PLAT BOOK NO 196 PAGE 66-67

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one (1) residential building containing four (4) side-by-side dwelling units, adding a total of nine (4) units, and expands the Condominium to contain a total of forty-four (44) dwelling units, each of which constitutes a "Unit" under the Act. The residential building is two story townhouse style, built on a poured concrete wall foundation, with wood frame, brick exterior with James Hardie beaded siding on the extensions and the garages, and a dimensional asphalt shingle roof. Each dwelling unit has a two car attached rear garage and a basement. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick, James Hardie beaded siding, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings. In addition, there are private drives and green and open areas. There are no recreation facilities a part of the Condominium. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings Keswick Condominium Fifth Amendment," by a number assigned by the Declarant for the Unit (the Unit's "Unit designation"). A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The designations of the Units added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

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

c. Unit Locations. The location of each Unit is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to a Common Element leading directly to Market Street, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the Additional Property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Elements. An exclusive right and easement is hereby reserved to the Declarant, its successors and assigns, for the purpose of attaching future Units and Common Elements to the Common Element exterior of the residential building added hereby.

b. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common elements" on the Drawings, or so described herein, are Limited Common Elements. These Limited Common Elements appurtenant to each Unit consist of a driveway area in front of each Unit's garage, a front porch or stoop, a porch/patio/yard area and the improvements within that area (except for utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having an equal par value of one (1.00), and resulting in each Unit having an equal undivided interest. All Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit C of the Declaration. 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 of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

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

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property, including but not limited to the Existing Restrictions described in Article III of the Declaration;


b. the Owner or Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

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

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 20 day of November, 2007.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By 
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 20 day of November, 2007.

Ki Millington, Notary Public
Notary Public
Kim Millington, Notary Public



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

This instrument prepared by Jonathan E. Adkins, attorney at law, Loveland & Brosius, LLC, 50 West Broad Street, Columbus, Ohio 43215-5917.

EXHIBIT "A"
KESWICK CONDOMINIUM
FIFTH AMENDMENT

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being part of Lot 8 of that subdivision entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 as conveyed to Market Street South, LLC by deed of record in Instrument Number 200207190177915 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), being more particularly bounded and described as follows;

Beginning for reference, at the intersection of the southerly right-of-way of Keswick Commons (50' width) with the easterly right-of-way of Ogden Woods Boulevard (50' width);

thence South 37° 14' 19" West, with the easterly right-of-way line of said Ogden Woods Boulevard, a distance of 118.74 to an iron pin set at the southwesterly corner of "Keswick Condominium Fourth Amendment" of record in Condominium Plat Book 154, Page 59, being the TRUE POINT OF BEGINNING;

thence South 52° 45' 42" East, with a southerly line of said "Keswick Commons Fourth Amendment", a distance of 116.69 feet to a corner thereof;

thence South 37° 14' 18" West, with a westerly line of said "Keswick Commons Fourth Amendment" and with a westerly line of the remainder of that tract as conveyed to Market Street South, LLC by deed of record in Instrument Number 200207190177915, passing an iron pin set at 28.08 feet for a total distance of 154.56 feet to an iron pin found;

thence North 52° 45' 42" West, with a northerly line of said Market Street South, LLC tract, and with a northerly line of The New Albany Company LLC tract by deeds of record in Official Record 13030C10, Official Record 21256E01, and Instrument Number 1998111202889607, a distance of 116.69 feet to an iron pin set in the easterly right-of-way line of said Ogden Woods Boulevard;

thence North 37° 14' 19" East, with said easterly right-of-way line, a distance of 154.56 feet to the POINT OF BEGINNING and containing 0.414 acre of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This survey is based on an actual field survey performed by EMH&T, Inc. in December of 2002.

The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Pages 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.

EVANS, MECHWART, HAMBLETON & TITTON, INC.

Edward J. Miller
Registered Surveyor No. 8250



EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

M C M X X V 1

EXHIBIT "B"
KESWICK CONDOMINIUM
FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: November 12, 2007


Scale: 1" = 50'


Job No: 2007-2223

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.

LEGEND

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

 = Limited Common Element

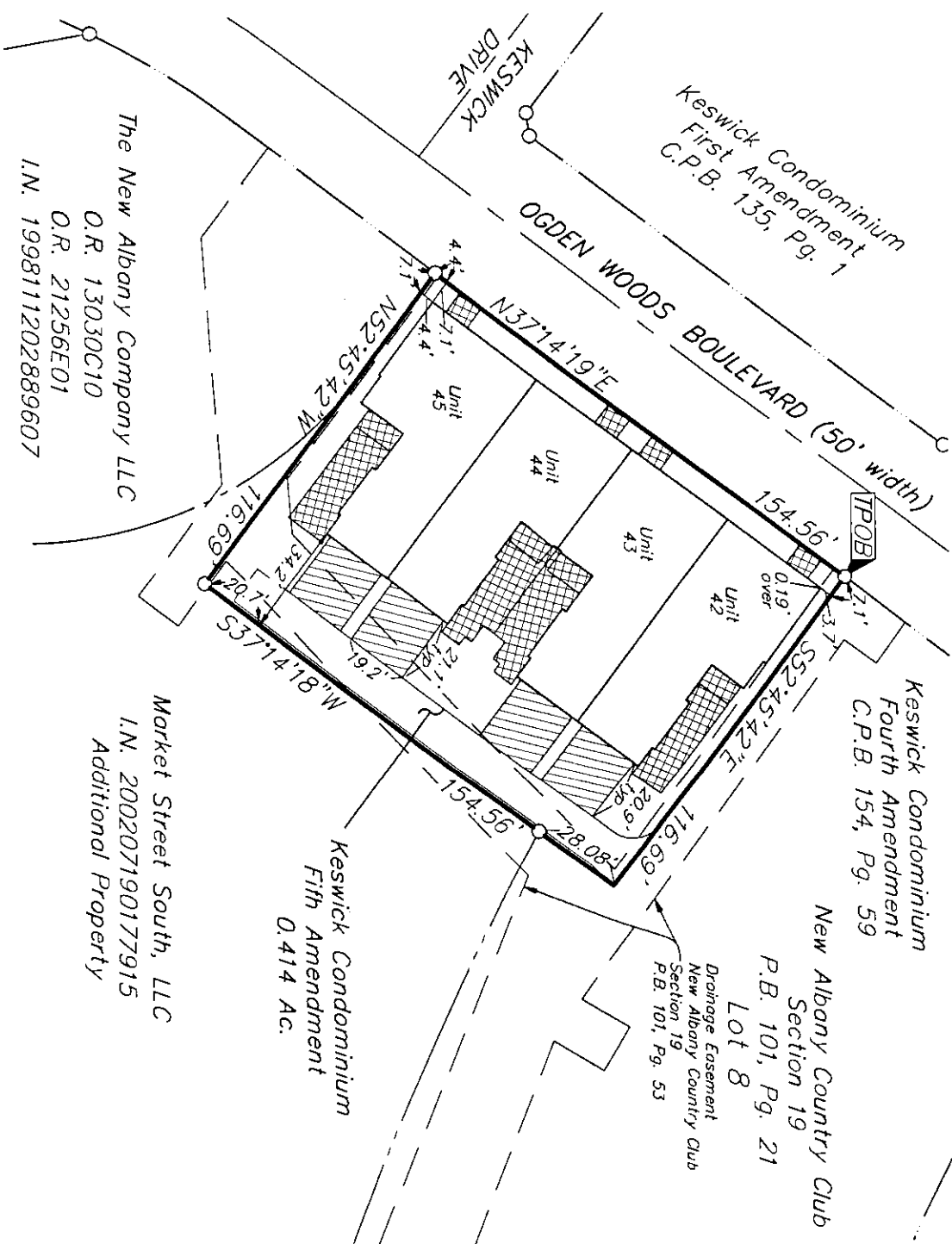
 = Driveway Limited Common Element

- 42 = Unit Designation
- = Stone Found
 - = Monument Found
 - = Iron Pin Found
 - = Iron Pin Set
 - = Mag. Nail Found
 - = Mag. Nail Set
 - ▲ = Railroad Spike Found
 - △ = Railroad Spike Set
 - ◆ = P.K. Nail Found

I.P. Set are 1 3/16" I.D. iron pipe with cap inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

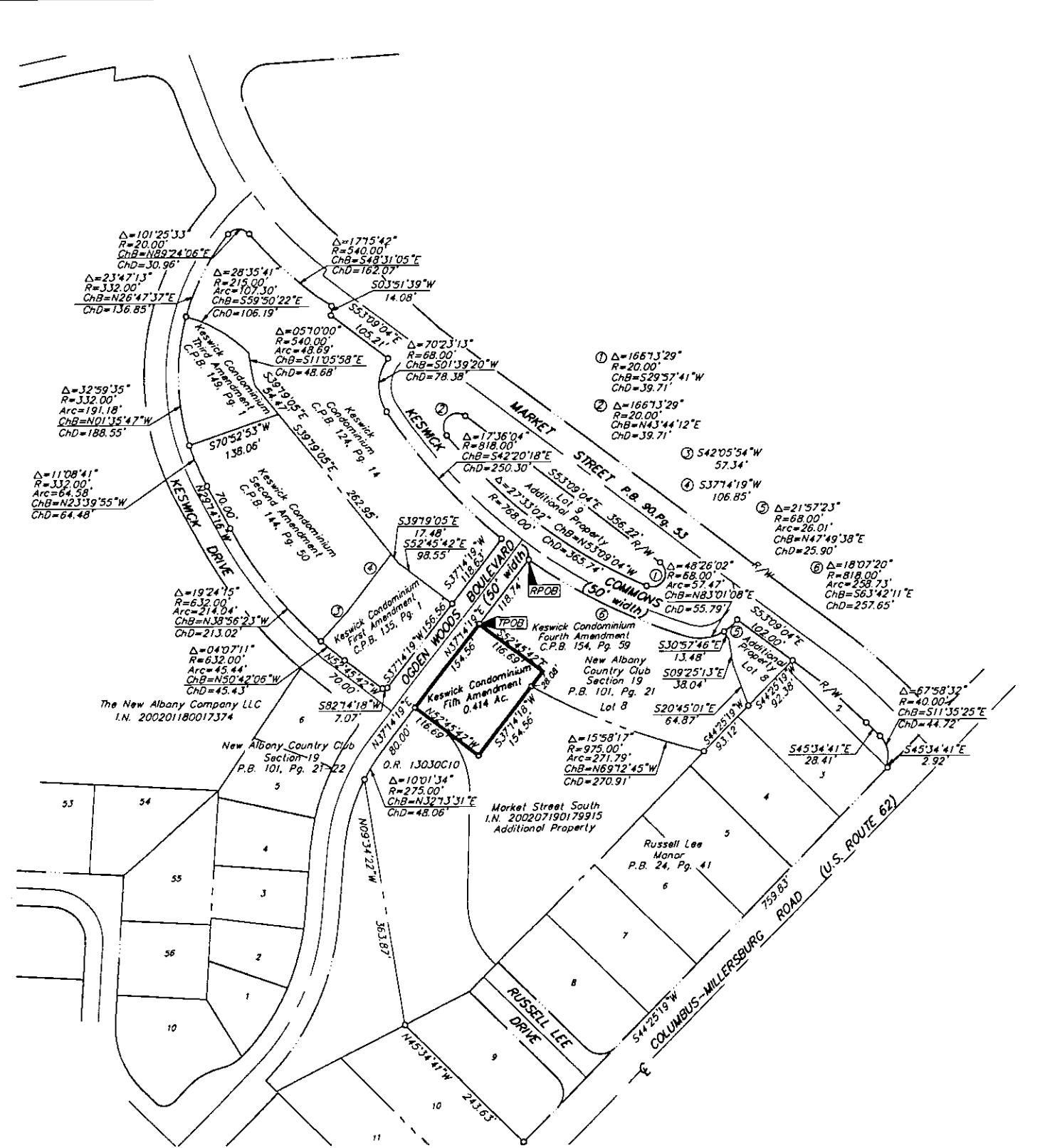




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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
KESWICK CONDOMINIUM
FIFTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: November 12, 2007 Job No. 2007-2223 Scale: 1" = 200'



LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ◆ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC



GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 19" of record in Plat Book 101, Page 21 and 22, Recorder's Office, Franklin County, Ohio. On said plat of record a portion of the centerline of Ogden Woods Boulevard is shown as having a bearing of South 37° 14' 19" West.

EXHIBIT D
FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Types

<u>Unit Type</u>	<u>Composition</u>
Fairfax A	Two story Unit containing a great room with dining area, kitchen, keeping room, library, laundry, one-half bathroom, foyer and two car attached garage at street level, two bedrooms, two bathrooms, and a sitting room, and a basement containing one or more rooms.
Fairfax B	Same as Fairfax A except library is replaced by a dining room on first floor.
Fairfax C	Same as Fairfax A except laundry room is smaller and there is a full bathroom in lieu of the one-half bathroom on the first floor.
Fairfax D	Same as Fairfax A except library on first floor is replaced by a bedroom, laundry room is smaller and relocated, a full bathroom is added and the one-half bathroom is relocated.
Fairfax (Revised)	Same as Fairfax except on the first floor the foyer is enlarged and the stairs are relocated, the library is relocated, the powder room is replaced by a bathroom with a shower and is relocated, the great room and dining area are relocated, and the laundry room is relocated. On the second floor, the sitting room is relocated, bedroom 2 and bedroom 3 have access to a shared bathroom, the entry into bedroom 1 is relocated and bath 2 is redesigned.
Gunston	Two story Unit consisting of a first floor owner's suite with a full bathroom, a great room, a dining room, kitchen, foyer, one half bathroom and a two-car attached garage at street level, a loft, two bedrooms and two full bathrooms on the second floor, and a basement containing one or more rooms.
Gunston (Revised I)	Same as Gunston except has a keeping room on the first floor level.
Gunston (Revised II)	Same as Gunston except on the first floor level a door is added to the dining room, a terrace is added, the keeping room is enlarged, the owner's bedroom and bathroom are relocated, a rear hall is added to connect the keeping room to the laundry room, the laundry room is enlarged and relocated, and a rear entry is added to the attached two-car garage, and the second level is reconfigured.

EXHIBIT E
FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/40th
2	Gunston	4,837	1.00	1/40th
3	Fairfax B	5,119	1.00	1/40th
4	Fairfax D	5,250	1.00	1/40th
5	Fairfax C	5,153	1.00	1/40th
6	Gunston (Revised I	5,278	1.00	1/40th
7	Gunston (Revised II)	6,736	1.00	1/40th
8	Fairfax (Revised)	5,821	1.00	1/40th
9	Gunston (Revised I)	5,426	1.00	1/40th
10	Fairfax C	5,105	1.00	1/40th
11	Gunston	4,847	1.00	1/40th
12	Gunston	4,919	1.00	1/40th
13	Gunston	4,918	1.00	1/40th
14	Fairfax C	5,136	1.00	1/40th
15	Gunston	4,882	1.00	1/40th
16	Fairfax A	5,119	1.00	1/40th
38	Fairfax A	5,119	1.00	1/40th
39	Gunston	4,882	1.00	1/40th
40	Gunston	4,882	1.00	1/40th
41	Fairfax A	5,119	1.00	1/40th
30	Fairfax A	5,119	1.00	1/40th
31	Gunston	4,882	1.00	1/40th
32	Fairfax C	5,238	1.00	1/40th
33	Fairfax A	5,119	1.00	1/40th
34	Fairfax A	5,119	1.00	1/40th
35	Gunston (Revised I)	4,882	1.00	1/40th
36	Fairfax C	5,238	1.00	1/40th
37	Fairfax A	5,119	1.00	1/40th
27	Gunston (Revised II)	6,978	1.00	1/40th
28	Gunston (Revised I)	5,736	1.00	1/40th
29	Fairfax A	6,053	1.00	1/40th
17	Fairfax A	5,816	1.00	1/40th
18	Gunston (Revised I)	5,491	1.00	1/40th
19	Gunston (Revised I)	5,491	1.00	1/40th
20	Fairfax A	6,107	1.00	1/40th
21	Fairfax A	5,816	1.00	1/40th
22	Fairfax A	5,816	1.00	1/40th
23	Fairfax A	5,816	1.00	1/40th
24	Gunston (Revised I)	6,274	1.00	1/40th
25	Fairfax (Revised)	6,654	1.00	1/40th

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
42	Fairfax A	5,119	1.00	1/40th
43	Gunston	4,882	1.00	1/40th
44	Gunston	4,882	1.00	1/40th
45	Fairfax A	5,119	1.00	1/40th
TOTAL				<u>40/40ths</u> <u>or 100%</u>

**CORRECTION TO
FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM**

This correction to the Declaration of Condominium and Drawings of KESWICK CONDOMINIUM is made on or as of the 17th day of September 2008.

Recitals

A. Keswick Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Act") by the filing of the Declaration of Keswick Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200312010381879, and Condominium Plat Book 124, at page 14 et seq., both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. The Condominium was expanded by the filing of the Fifth Amendment to the Declaration, recorded as Instrument No. 200712030207682, records of the Recorder of Franklin County, Ohio.

C. Exhibit E to the Fifth Amendment contained an obvious factual error in that the Undivided Interest for each Unit was shown as being 1/40th when in fact each Unit has an Undivided Interest of 1/44th.

D. Pursuant to the provisions of Article XIX, of the Declaration, Declarant has the right and power to amend the Condominium Organizational Documents, including the Fifth Amendment, to correct typographical, factual, or obvious errors or omissions. Market Street South, LLC, sole Declarant of the Condominium desires by this amendment to correct the obvious errors described herein.

E. This amendment is intended solely to correct the obvious error described herein.

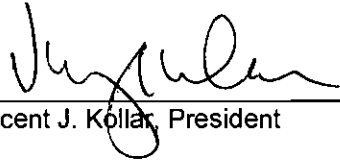
Amendment

NOW THEREFORE, Declarant hereby amends the Fifth Amendment to correct the obvious factual errors by superseding, in its entirety, Exhibit E to the Fifth Amendment and replacing it with the Corrected Exhibit E, attached hereto.

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this 17 day of September, 2008.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

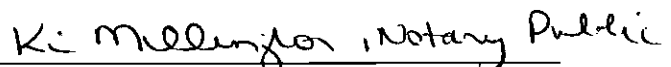
By 
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent J. Kollar, President of Duffy Communities, LLC, an Ohio limited liability company, and a duly authorized member of Market Street South, LLC, an Ohio limited liability company, on behalf of Duffy Communities, LLC, and as the act and deed of Market Street South, LLC, this 17 day of September, 2008.



Kim Millington
Notary Public, State of Ohio
My Commission Expires 05-18-2013


Notary Public

CERTIFICATE OF AUDITOR

A copy of this Correction to the Fifth Amendment to the Declaration of Keswick Condominium, together with the Correction to the Drawings, were filed with this office on October, 2008.

TRANSFER
NOT NECESSARY

Joe Testa
Franklin County Auditor

OCT 08 2008

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

By 
Deputy Auditor

This instrument prepared by Jonathan E. Adkins, attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215.



200903100033567

Pgs: 6 \$64.00 T20090014483
03/10/2009 3:53PM MLKAMAN & CUS
Robert G. Montgomery
Franklin County Recorder

AMENDMENTS TO THE
DECLARATION AND BYLAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
KESWICK CONDOMINIUM

TRANSFER
NOT NECESSARY

MAR 10 2009

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR KESWICK CONDOMINIUM RECORDED AT
INSTRUMENT NO. 200312010381879 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
KESWICK CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Keswick Condominium (the "Declaration") and the Bylaws of Keswick Condominium Association (the "Bylaws"), attached to and made a part of to the Declaration, were recorded at Franklin County Records Instrument No. 200312010381879, and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Keswick Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Keswick Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) DELETE DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE," in its entirety. Said deletion is to be made on Page 7 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879.

INSERT a new DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE." Said addition, to be made on Page 7 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

ARTICLE VIII

AGENT FOR SERVICE

The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

- (4) INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE XX, SECTION 2, entitled “Actions.” Said new addition, to be added on Page 21 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

- (5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(d). Said new addition, to be added on Page 15 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit’s ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney’s fees, and paralegal fees.

- (6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(j), entitled “Renting and Leasing.” Said new addition, to be added on Page 4 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner’s Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney’s fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(a) Said new addition, to be added on Page 15 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new PARAGRAPH (l) to DECLARATION ARTICLE XV, SECTION 5. Said new addition, to be added on Page 16 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

(l) In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the right of the occupants to use the recreational facilities.

(9) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(c), entitled "Special Individual Unit Assessments." Said new addition, to be added on Page 15 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(10) INSERT a new DECLARATION ARTICLE III, SECTION 2(r), entitled "Owner/Resident Information." Said new addition, to be added on Page 5 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

(r) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title

transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(11) INSERT a new PARAGRAPH (n) to BYLAWS ARTICLE IV, SECTION 13, entitled "Powers and Authority." Said new addition to be added on Page d of the Bylaws, attached to and made a part of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

(n) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

- (1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
- (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (4) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(12) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Keswick Condominium Association has caused the execution of this instrument this 17 day of February, 2009.

KESWICK CONDOMINIUM ASSOCIATION

By: Nancy James
NANCY JAMES, its President

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Keswick Condominium Association, by Nancy James, its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Columbus, Ohio, this 17th day of February, 2009.

Norma Jean Flesher
NOTARY PUBLIC **NORMA JEAN FLESHER**
 NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
 MY COMMISSION EXPIRES ~~2010~~ Feb. 22, 2010

This instrument prepared by:
KAMAN & CUSIMANO, LLC., Attorneys at Law
338 South High Street, #112
Columbus, Ohio 43215
(614) 255-2035

CORRECTED EXHIBIT e
FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
KESWICK CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1	Fairfax A	5,300	1.00	1/44th
2	Gunston	4,837	1.00	1/44th
3	Fairfax B	5,119	1.00	1/44th
4	Fairfax D	5,250	1.00	1/44th
5	Fairfax C	5,153	1.00	1/44th
6	Gunston (Revised I)	5,278	1.00	1/44th
7	Gunston (Revised II)	6,736	1.00	1/44th
8	Fairfax (Revised)	5,821	1.00	1/44th
9	Gunston (Revised I)	5,426	1.00	1/44th
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12	Gunston	4,919	1.00	1/44th
13	Gunston	4,918	1.00	1/44th
14	Fairfax C	5,136	1.00	1/44th
15	Gunston	4,882	1.00	1/44th
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38	Fairfax A	5,119	1.00	1/44th
39	Gunston	4,882	1.00	1/44th
40	Gunston	4,882	1.00	1/44th
41	Fairfax A	5,119	1.00	1/44th
30	Fairfax A	5,119	1.00	1/44th
31	Gunston	4,882	1.00	1/44th
32	Fairfax C	5,238	1.00	1/44th
33	Fairfax A	5,119	1.00	1/44th
34	Fairfax A	5,119	1.00	1/44th
35	Gunston (Revised I)	4,882	1.00	1/44th
36	Fairfax C	5,238	1.00	1/44th
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27	Gunston (Revised II)	6,978	1.00	1/44th
28	Gunston (Revised I)	5,736	1.00	1/44th
29	Fairfax A	6,053	1.00	1/44th
17	Fairfax A	5,816	1.00	1/44th
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22	Fairfax A	5,816	1.00	1/44th
23	Fairfax A	5,816	1.00	1/44th
24	Gunston (Revised I)	6,274	1.00	1/44th
25	Fairfax (Revised)	6,654	1.00	1/44th

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Square Footage</u>	<u>Par Value</u>	<u>Undivided Interest</u>
42	Fairfax A	5,119	1.00	1/44th
43	Gunston	4,882	1.00	1/44th
44	Gunston	4,882	1.00	1/44th
45	Fairfax A	5,119	1.00	1/44th

TOTAL 44/44ths
 or 100%

TRANSFER
NOT NECESSARY

SEP 21 2010

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

KESWICK CONDOMINIUM ASSOCIATION
EASEMENT AND AGREEMENT OF COVENANTS FOR
PLANTINGS AND FENCE

WHEREAS, the undersigned, SANDRA W. ILARBRECHT ("Owner"), is the Owner of the condominium unit located at 10 Keswick(aka 10 Keswick Commons), New Albany, Ohio 43054, (the "Unit") which is part of KESWICK CONDOMINIUM ASSOCIATION. A copy of the legal description for the Unit to which this Agreement of Covenants (the "Agreement") shall attach and run with is attached to and incorporated as part of this Agreement as Exhibit "A";

WHEREAS, Owner submitted a request to the Keswick Condominium Association ("Association") Board of Directors (the "Board") for approval to maintain the flower and vine plantings previously planted and maintain, repair, and replace the fence serving the Owner' Unit onto the Common Elements and/or Limited Common Elements of the Condominium Property as further depicted on the plan(s) submitted by Owner and attached to this Agreement as Exhibit "B"; and,

WHEREAS, the Board has agreed to grant Owner an easement to maintain the previous flower and vine plantings and use, maintain, and repair all parts and components of the fence provided Owner acknowledges, agrees to, abides by, and adheres to the terms, covenants, restrictions, and conditions of this Agreement as set forth below at all times.

NOW THEREFORE, in consideration of the right, easement, and privilege granted to the Owner by the Association to maintain the flower and vine plantings and maintain, repair, and replace the fence and intending to be legally bound by the terms of this Agreement, Owner hereby declares that she, her heirs, administrators,

****Please cross-marginal reference this Easement and Agreement of Covenants with the Limited Warranty Deed recorded at Instrument No. 200405110107989 of the Franklin County Records.*

executors, successors, assigns, grantees, and transferees entitled to the Unit, shall be bound by and shall fully comply with the following conditions and restrictions, which shall hereinafter be a charge against the Unit and shall run with said Unit forever:

1. All of the above terms, conditions, recitals, and designations set forth above are hereby incorporated into the body of this Agreement.

2. Owner is granted an easement to maintain the previously planted flower and vine plantings and maintain, repair, and replace the fence (collectively referred to as the "Landscaping Project" herein) so long as it is in compliance with all terms and conditions of this Agreement and with all City of New Albany ordinances and building code requirements. For as long as such Landscaping Project shall remain, Owner shall also be solely responsible for the maintenance, repair, and replacement of the Landscaping Project. At no time shall Owner seek any compensation or contribution from the Association for the cost of insuring, maintaining, repairing, or replacing any part or portion of the Landscaping Project.

3. As between the Association and Owner, Owner shall be fully responsible and liable for any injuries and damages by, related to, or arising from the Owner's maintenance, repair, and replacement of the Landscaping Project. Owner shall be responsible for any damage caused to any portion of the Condominium Property, because of or during the installation, maintenance, repair, replacement, and removal of the Landscaping Project that may arise, relate to, or be caused by the installation, maintenance, repair, replacement, removal, and/or existence of the Landscaping Project. The Owner's responsibility also includes any maintenance, repair, and/or replacement needed to the common element(s) that is caused by, related to, or arising from the installation, maintenance, repair, replacement, removal, and/or maintenance of the Landscaping Project.

4. After a professional, licensed contractor inspects the fence and determines that the fence is in need of maintenance, repair, or replacement the Association shall inform the Owner, in writing, of the contractor's findings. At Owner's sole expense Owner may hire a professional, licensed contractor to review the findings of the Association's contractor and discuss alternatives, if any, however, if the Owner's and Association's contractors cannot agree on an alternative solution, the decision of the Association's contractor shall control. If any part of the fence is in need of maintenance, repair, replacement, or removal and Owner fails to cause said maintenance, repair, replacement, or removal to be accomplished within a reasonable period of time (thirty (30) days after the Association's notice shall be considered reasonable), the Association may cause such

maintenance, repair, replacement, and removal to be performed and charge Owner the cost thereof as a "special assessment." If the special assessment is not paid in full within thirty (30) days from the date Owner is sent written notice of such assessment (by delivery of said notice to the Unit), then the Association may certify the unpaid assessment, plus an administrative late charge, reasonable attorneys' fees, and interest, as a lien against the Unit in accordance with Article XV of the Declaration of Condominium Ownership for Keswick Condominium.

5. Owner shall not materially alter (either temporarily or permanently), modify, or in any other way change the appearance or specifications of the Landscaping Project as approved by the Association without the Association's express, prior written consent. Owner shall at all times maintain and keep the Landscaping Project in compliance with all covenants and restrictions in the Declaration and the Association's Rules.

6. If the Landscaping Project needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair, and/or replacement of the Condominium Property for which it is responsible, Owner shall temporarily remove the Landscaping Project as the Association requires, at Owner's expense, within thirty (30) days of the receipt of a written notice from the Association. The temporary removal shall continue until the Association notifies Owner that the maintenance, repair, and/or replacement work is complete.

7. The Association's liability, if any, for damage caused to the Landscaping Project, in whole or in part, shall be limited to damage caused by the intentional or reckless acts of the Association. In no event shall the Association's liability for any damage exceed the actual cash value of the Landscaping Project immediately prior to any such damage being incurred.

8. Owner hereby agrees to indemnify, hold harmless, and defend the Association, its Board members, officers, and agents, and owners, against all liabilities, claims, or damages for property damage, other than damages set forth in Section 7, and/or bodily injury as well as against all claims, actions, and liabilities pertaining to the legality or propriety of the authority and approval herein granted to Owner that may arise out of or relate to the installation, presence, maintenance, repair, replacement, and/or removal of the Landscaping Project.

9. If Owner breaches any of the terms, conditions, covenants, or restrictions of this Agreement, the Association may take any and all enforcement and legal action as provided for by law, the Association's governing documents, or the Ohio Condominium Act, as any of the same may provide for and be amended

from time to time. Owner shall pay the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of this Agreement, including reasonable attorneys' fees and court costs.

10. The covenants, agreements, and restrictions set forth above shall be construed according to the fair meaning of the language used and not strictly construed in favor of or against either party and shall run with the land.

11. The easement rights, privileges, and obligations created by this Agreement shall transfer with the ownership of the Unit and shall be binding upon Owner, Owner's heirs, successors, assigns, transferees, and grantees including, but not limited to, any future purchaser, owner, or Occupant of the Unit; provided, however, if Owner, or Owner's heirs, successors, assigns, transferees, or grantees permanently remove the Landscaping Project and restore the property to its original condition, with reasonable wear and tear excepted, all in compliance with all City of New Albany ordinances and building code requirements, then at such time this Agreement shall automatically terminate and be of no further force and effect.

12. The failure of the Association to insist upon strict performance of any of the agreements and covenants herein contained, or to exercise any option or right herein conferred, on any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other agreements or covenants, but the same shall be and remain in full force in effect.

13. No signatory for the Association assumes, nor shall he or she be under, any personal liability or obligation by reason of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have hereunto set his hands this
20th day of September, 2010.

"Owner"

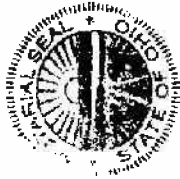
Sandra W. Harbrecht
Sandra W. Harbrecht

STATE OF OHIO)
COUNTY OF Franklin) SS.

BEFORE ME, a Notary Public, in and for said County and State, personally
appeared the above named Sandra W. Harbrecht, who acknowledged that she did
sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
Columbus, Ohio this 20th of August, 2010.

Place notary stamp here:



Beth A. Hillis
Notary Public, State of Ohio
My Commission Expires 9/28/2014

Beth A. Hillis
Notary Public

Keswick Condominium Association

Angela Walker, its President

55

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
 _____, Ohio this _____ day of _____, 2010.

ROMESH K SEDHA
Mayor Public, State of Ohio
My Commissioner Expires 02/20/2012

Notary Public

Prepared by:
Kaman & Cusimano LLC,
Attorneys at Law
470 Olde Worthington Road #460
Columbus, Ohio 43082
(614) 882-3100

Exhibit "A"

Situated in the State of Ohio, County of Franklin and the Village of New Albany,

Being Unit 10 in KESWICK CONDOMINIUM, together with that unit's undivided interest in the common areas, as designated and delineated in the Declaration of Keswick Condominium of record in Instrument Number 200312010381879, and as shown on the drawings thereof, filed in Condominium Plat Book 124, pages 14-16, Recorder's Office, Franklin County, Ohio.

Parcel No: 222-003140

Well-Tended Perennial Garden

PLANTING & PRUNING
TECHNIQUES

EXPANDED EDITION

Renovation of the Established Perennial Garden

FREQUENTLY I am called upon to help with an existing perennial garden; the call can come for a variety of reasons. The owners may have decided that they are tired of the existing planting. They may have planted the garden themselves, with little background knowledge, and it never quite measured up to their expectations, or the planting might have been pleasing at one time but is now over-run by aggressive weeds. Often the plant performance was less than optimal, either due to poor plant choices for the growing conditions, or more often than not, the real problem goes back to poor initial soil preparation. Usually the owners are attached to some of the plants in the garden but could do without others, opting for newer introductions with longer bloom times, more fragrance, or perhaps finer habits. They have moved and removed things, added and subtracted, but it still doesn't gel. What to do?

In such cases we opt to renovate the garden. You start with some of the existing plants, design in some new plants, and most importantly, amend the bed properly. It's a fun and at times daunting process, but one that is always worth the effort in the end.

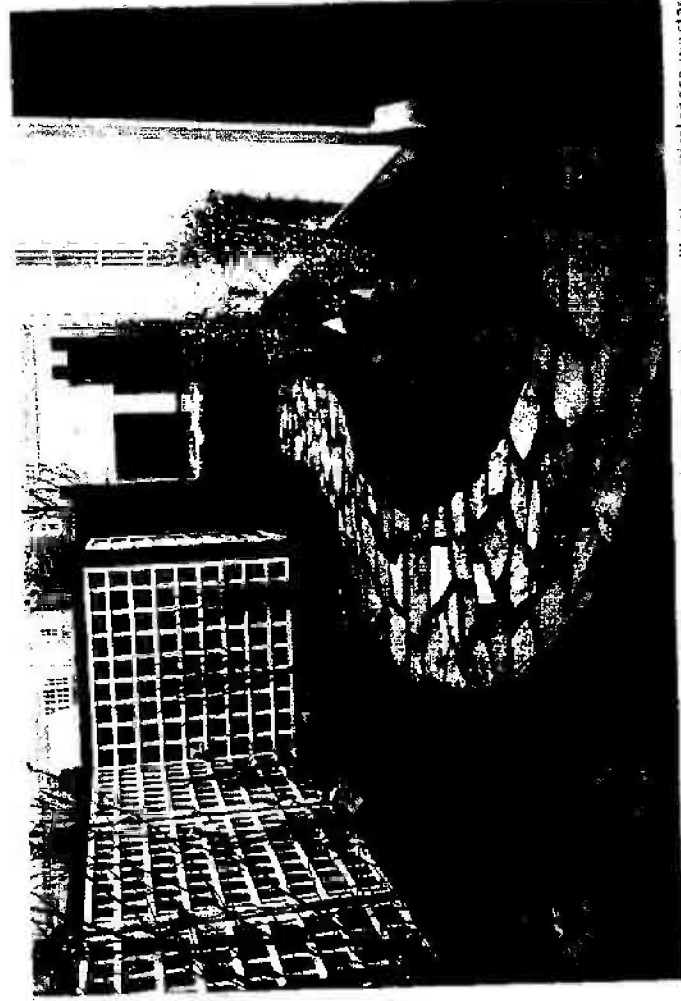
The first step is to evaluate the site. How much sun does it really get? Have trees or shrubs matured in such a way that the sun patterns or moisture levels of the garden have changed since it was first planted? Has new construction changed any views?

Next, have the objectives or commitments of the owner changed? Is there now more or less time for maintenance? Are there new pets or new children? Perhaps interior redecorating, or taste, has changed the color focus of garden. This is a good opportunity to think things over clearly and thoroughly. The advantage in garden renovation projects is that you know what has and has not worked, and this can help greatly with decision making.

A primary concern in deciding which plants "make the cut" in the redesign is the prevalence of weeds. If stoloniferous weeds have really gotten into a plant, it may be best to get rid of the plant and just buy a new one, or something else, rather than



This small (25 ft. x 13 ft.), uninspired, condominium "garden," with a few token perennials and the "same old, same old" woody plants, was in great need of a makeover. Author's photo: Sandy Harbrecht garden, Ohio



By incorporating a 3-foot winding path, trellis for vines, and espalier small trees to utilize the vertical space, we start to see a real garden developing. The woody plants were placed and planted prior to the herbaceous plants. Author's design and photo, installation by Schmidt Landscape, Sandy Harbrecht garden, Ohio

you are not doing your family or friends a favor by giving them such a plant either. Aside from concerns of weediness, a plant may simply be a "dog" and not worth the effort to replant. Perhaps it was purchased in a weak moment, or was given to you by a well-meaning individual renovating his or her own perennial garden. It just might not fit into the new objectives for the garden.

In my business, I will visit the garden in the summer or early autumn when things are in active growth so that I can really see what is going on. (This is often to the dismay of the owner who has had to wait patiently since making his or her winter or early spring decision to "do something with the garden.") During this visit a list is made of everything in the garden, including approximate numbers or sizes of clumps and the condition and approximate location of the plants. Actual measurements help a lot, because when you are back at the drawing table months later, notes that say "a large clump of Siberian iris" or "a small clump of *bergeria*" lose all context and perspective. This preliminary visit is also the time to evaluate what plants should be considered for returning to the garden based on the owner's



The herbaceous plants (and there are lots of them) are placed next. Note the mirror that has been added to increase the feeling of depth in this small space. Author's design and photo; Sandy Harbrecht garden, Ohio



The garden 1 month later. Author's design and photo, installation by Schmidt Landscape; Sandy Halbrecht garden, Ohio



How exciting! The garden 5 months after renovation. Author's design and photo; Sandy Harbrecht garden, Ohio

wishes and the plants' condition or worth. These notes will help during the redesign process, when it may be decided that additional plants also need to go. Even a plant that has been "cut from the draft" needs to be recorded for figuring labor and time involved in removing it from the garden, especially if the plant is to be spared for a friend.

After the initial note-taking visit to the site, I usually redesign the garden over the winter for renovation the following spring. Renovation can also be done in early autumn; particularly in areas with milder winters and in areas with very hot and dry summers, autumn may in fact be the preferred season. I am not comfortable with redoin an entire garden in the autumn, especially someone else's entire garden, not being sure of what the winter will bring. While redesigning you must decide how much of a plant is to be saved and where it can be used and where new plants can be integrated. This can be a bit challenging because you are not working with a clean canvas but rather are trying to save and use as many of the existing plants as possible, yet incorporating new ones as well.

Ideally the plants should be lifted from the garden in early spring when new growth is just emerging yet is high enough that you can see what is what. Lay a tarp down to protect the grass and place the plants on it. If the plants need to remain out



garden,

TRANSFER
NOT NECESSARY

MAY 16 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201305210083646

Pgs: 5 \$56.00 T20130044302
05/21/2013 8:24AM MEPKAMAN & CU
Terry J. Brown
Franklin County Recorder

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

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
KESWICK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR KESWICK CONDOMINIUM RECORDED
AT INSTRUMENT NO. 200312010381879 OF THE FRANKLIN COUNTY
RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
KESWICK CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Keswick Condominium (the "Declaration"), attached to and made a part of the Declaration, were recorded at Franklin County Records Instrument No. 200312010381879, and

WHEREAS, the Keswick Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Keswick and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XIX authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 77.27% of the Association's voting power as of October 16, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.27% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and Secretary stating that the Amendment was duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Keswick Condominium is hereby amended by the following:

MODIFY DECLARATION ARTICLE III, SECTION 2(m) entitled, "Signs." Said modification, to be made on Page 4 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows (deleted language is crossed-out; new language is underlined):

(m) Signs. No sign or other advertising device of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; and (ii) the Board shall have the authority to adopt rules, restrictions, and regulations to further regulate, define, and clarify, but not prohibit, a Unit Owner's ability to place a "For Sale" or "For Rent" sign on the Condominium Property, including, but not limited to, restricting the permitted size, color, style, design, construction, appearance, location, and/or placement of such signs. ~~on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Units.~~

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this modification regarding signs. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Keswick Condominium Association has caused the execution of this instrument this 23 day of April, 2013.

KESWICK CONDOMINIUM ASSOCIATION

By: Patrick Weyers
PATRICK WEYERS, its President

By: Patty Davidson
PATTY DAVIDSON, its Secretary

STATE OF OHIO)
COUNTY OF Franklin) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Keswick Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in New Albany, Ohio, this 23 day of April, 2013.

MGreen
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
OfficePointe at Polaris
470 Olde Worthington Road, Suite 460
Columbus, Ohio 43082
(614) 882-3100

Place notary stamp/seal here:



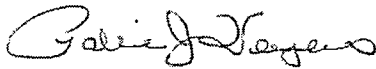
MIRANDA GREEN
Notary Public, State of Ohio
My Commission Expires

JUN 05 2013

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of the Keswick Condominium Association, hereby certify that the Amendment to the Declaration of Condominium Ownership for Keswick Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.



PATRICK WEYERS, President



PATTY DAVIDSON, Secretary

STATE OF OHIO)
) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named **Patty Davidson** and **Patrick Weyers** who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in New Albany, Ohio, this 23 day of April, 2013.


NOTARY PUBLIC

Place notary stamp/seal here:



MIRANDA GREEN
Notary Public, State of Ohio
My Commission Expires
JUN 05 2013

RESERVE FUND STUDY

**KESWICK CONDOMINIUM
NEW ALBANY, OHIO**

*Criterion Liskay Engineers
110 N. High St.
Gahanna, OH 43230
614-418-7200
www.clengineers.com*



DECEMBER, 2008

CONTENTS

1.0	INTRODUCTION	1
2.0	EXECUTIVE SUMMARY	2
3.0	PURPOSE & SCOPE.....	3
3.1	PURPOSE.....	3
3.2	SCOPE.....	3
3.3	SOURCES OF INFORMATION	5
4.0	DESCRIPTION	6
5.0	OBSERVATIONS	7
6.0	RESERVE FUND ANALYSIS.....	9
7.0	CONCLUSION	11
8.0	LIMITATIONS.....	11
	APPENDIX A: RESERVE FUND PROJECTIONS	1
	APPENDIX B: PROJECT PHOTOGRAPHS	2
	APPENDIX C: PROFESSIONAL QUALIFICATIONS	3

1.0 INTRODUCTION

Angel Dee of Ohio Equities and Keswick Condominium Association authorized Criterium–Liskay Engineers to conduct a Building Evaluation and Reserve Fund Study for Keswick Condominium located in New Albany, Ohio.

Studies of this nature are important to ensure that a community has sufficient funds for long-term, periodic capital expenditure requirements. Anticipating large expenditures over an extended period of time through a structured analysis and scheduling process assists the Association in meeting financial requirements without increasing the service fees above permitted maximums, borrowing the funds or levying special financial assessments to the owners.

This report is designed to analyze components of the community for which the Association is responsible and to assess a useful expected life and useful remaining life to those components. The anticipated scheduled repair or replacement of each component and the anticipated expense for the activity are then analyzed in conjunction with the current capital reserves funding program for the community.

This study should be considered as a full inspection since the entire site was inspected by an on site inspection. This is not an update to a previous inspection. A transition study was previously completed by Criterium Liskay Engineers for this community.

The present amount of funds in the reserve account is based solely on information from Ohio Equities. Future project descriptions and funding amounts are based on information from the Association and have not been audited.

Typically, a community association has two broad cash requirements: the general operating reserves and the capital repair and replacement reserves. In this report, we will focus on those items falling under the capital repair and replacement reserve criteria. We have projected a capital repair and replacement reserve for 25 years. The first 10 years are the most reliable. Such a study should be updated every three to five years.

This report is intended to be used as a tool to determine reserve fund allocation requirements for the community, to manage future Association obligations and to inform the community of future financial needs in general. The report that follows has been prepared from the perspective of what an owner of this property would benefit from knowing. Some items, beyond those of immediate concern, may be discussed, because not including these issues could cause a distortion of the Association's situation. Therefore, the report should be read in its entirety in order to fully understand all of the information that has been obtained.

2.0 EXECUTIVE SUMMARY

The community consists of 7 buildings with either three, four, nine or 17 units per building with a total of 45 units. The development was begun in 2003 and is still under construction. All of the buildings are built over basements. All units have accessible attics. The exteriors are covered with brick in the front with Hardiplank® Lap siding along some of the sides and in the rear.

The downspouts are generally connected to underground drains that flow to the streets where the catch basins in the road collect the storm water and carry the storm water away.

The building foundations consist of poured concrete walls and floors. The first and second floors are supported with pre-engineered floor trusses that span between the foundation walls and steel girders and steel posts. The roof framing consists of pre-engineered trusses. Roofing surfaces consist of architectural asphalt singles over the front two story section of the units and rear garages while the flat roofs between the front section and garages are covered with either rubber membranes or standing seam metal roof. The roofs are equipped with aluminum gutters and downspouts.

The exterior walls are either concrete brick or Hardiplank® Lap siding. The windows are double hung frames. All windows have thermal pane glass with metal covered frames with wood trim. Steel doors provide access into and out of the residences. The garage doors are made of aluminum.

Electrical, gas and water services are provided underground and metered individually for each residence.

There are wooden fences that totally or partially enclose the rear yards.

Based on our evaluation, the current level of funding of the reserve for this project is not adequate. A more detailed analysis of the reserve fund has been provided in Appendix A.

Based on our observations, the following immediate concerns. Need to be addressed:

- The flashing and caulking along the roof lines that is coming loose needs to be repaired.
- Repairs to the front steps at some of the front steps need to be repaired and a better way to maintain these steps over future years found.
- The poorly installed rubber membrane roofing on the 17 unit building needs repaired.
- Discussions with the builder about the deteriorating Hardiplank Lap Siding need to be undertaken.

There are several capital expenditures to be expected over the next 25 years. For your convenience, we have prepared the following summary of the condition of the major systems of the property.

PROPERTY SUMMARY			
SYSTEM	CONDITION	ACTIVITY REQUIRED	ANTICIPATED YEAR OF ACTIVITY
SITE			
Asphalt roadways and drives	G-F	Repair	2009-2024
Roadways and drives	G	Seal	2012-2027
Front brick steps	G-F	Rebuild	2010
Front brick steps, walks and porches	G-F	Repair	2009-2014
BUILDING EXTERIOR			
Hardiplank Siding	G-F	Resolve	2009-2024
Wood trim	G-F	Caulk, replace & painting	2009-2025
Roofing	G	Replace	2026-2028
Flashing	G-P	Replace & repair	2009-2025
Roof repairs	P	Repairs	2009
BUILDING INTERIOR			
MECHANICAL			
AMENITIES			
Wooden fences	G-F	Paint	2013-2029
Wooden fences	G	Replace	2014-2028
OTHER			
Reserve study	G	Update	2015-2029

Table 2.1: Summary

3.0 PURPOSE & SCOPE

3.1 Purpose

The purpose of this study is to perform a reserve fund analysis and to determine a capital needs plan. It is intended to be used as a tool for the Keswick Condominium Association in determining the allocation requirements into the reserve fund in order to meet future anticipated capital expenditures for the community.

This report forecasts obligations for the community 25 years into the future. This study is not intended to provide a unit by unit inventory of defects. It should be noted that events might occur that could have an effect on the underlying component or system useful life assumptions used in this study. Likewise, inevitable market fluctuations can have an impact on component or system replacement and repair costs. Therefore, a study such as this should be updated from time to time, usually on a three to five-year cycle, in order to reflect the most accurate needs and obligations of the community.

3.2 Scope

This study has been performed according to the scope as generally defined by Ohio Equities, Keswick Condominium Association, Criterium-Liszkay Engineers and the standards of the Community Associations Institute. The findings and recommendations are based on interviews with the community's management personnel and an investigation of the buildings and site.

The guidelines used to determine which physical components within the community are to be included in the component inventory are based on the

following general criteria:

1. The component must be a common element, or otherwise noted to be the responsibility of the Association to replace.
2. The funding for replacement should be from one source only, not funded from another area of the budget or through a maintenance contract.
3. The cost of replacement should be high enough to make it financially unsound to fund it from the operating budget.
4. Components, such as day to day painting, which are considered deferred maintenance, are most appropriately funded from the Operating Budget instead of Reserves.
5. Components with a useful life expectancy exceeding 25 years are not included.

Our reserve study analysis included evaluating the following association property:

- **Site and Grounds:** The community consists of 7 buildings with three, four, nine or 9 units per building with a total of 45 units. The development occupies an irregular shaped site that is approximately 8 acres in size. There is limited signage around the site. The development was begun in 2003 and is still under construction.
- **Private Streets, Sidewalks and Curbs:** There are two entrances into the property one off of Market Street and Ogden Woods Blvd. Behind each of the units are alleys that provide access to the garages. Unassigned parking is permitted in front of the units. There are concrete sidewalks along the road that run in front of each building. The sidewalk between these sidewalks and the front porch are made of brick.
- **Building Common Elements:** The front section of each unit is a two story structure. There is a single story structure connecting the front section with the rear garage. All of the units have basements and some units have a small crawl space. The exteriors are covered with brick in the front with Hardiplank® Lap siding along some of the sides and in the rear. There are wooden fences behind most of the units. The common elements of the buildings generally consist of the roofs, gutters and downspouts, front porches, exterior wall covering, trim, wooden fences, the structural components of the attic and basement and the common elements of the electrical and plumbing systems.
- **Amenities:** There are mailboxes behind each unit.

The common elements list was developed from discussions with board members and Ohio Equities personnel.

The following people were interviewed and the interiors of their units inspected during our study:

- Marty Ackerman, unit 38
- Unit 42 including the attic
- Shirli Billings, unit 11
- Shirli Billings, unit 34 including the attic
- Unit 1 including the attic

This study estimates the funding levels required for maintaining the long term viability of the development. Our approach involves:

1. Examining association managed equipment, buildings and site facilities.
2. Predicting their remaining service life and approximating how frequently they will require repair or replacement for elements that have a predictable future life.
3. Estimating repair or replacement costs (in 2008 dollars) for each capital item and applying a 4% inflation rate.
4. Using data developed in Steps 1, 2 and 3 to project Capital Reserve balances for Years 1 through 20.

The statements in this report are opinions about the present condition of the subject community. We did not remove any surface materials, perform any destructive testing, or move any furnishings. This study is not an exhaustive technical evaluation. Such an evaluation would entail a significantly larger scope than this effort.

3.3 Sources of Information

Onsite inspections of the property occurred on the following dates:

- March 17, 2008
- March 18, 2008
- March 21, 2008

No building construction documents were reviewed.

We based our cost estimates on some or all of the following:

- R.S. Means
- Our data files on similar projects
- Local contractors

For your reference, the following definitions may be helpful:

Excellent: Component or system is in "as new" condition, requiring no rehabilitation and should perform in accordance with expected performance.

Good: Component or system is sound and performing its function, although it may show signs of normal wear and tear. Some minor rehabilitation work may be required.

Fair: Component or system falls into one or more of the following categories: a) Evidence of previous repairs not in compliance with commonly accepted practice, b) Workmanship not in compliance with commonly accepted standards, c) Component or system is obsolete, d) Component or system approaching end of expected performance. Repair or replacement is required to prevent further deterioration or to prolong expected life.

Poor: Component or system has either failed or cannot be relied upon to continue performing its original function as a result of having exceeded its expected performance, excessive deferred maintenance or state of disrepair. Present condition could contribute to or cause the deterioration of other adjoining elements or systems. Repair or replacement is required.

Adequate: A component or system is of a capacity that is defined as enough for what is required, sufficient, suitable and/or conforms to standard construction practices.

All ratings are determined by comparison to other buildings of similar age and construction type. Further, some details of workmanship and materials will be examined more closely in higher quality buildings where such details typically become more relevant.

All directions (left, right, rear, etc.), when used, are taken from the viewpoint of an observer standing in front of a building and facing it.

Repair/Replacement Reserves - Non-annual maintenance items that will require significant expenditure over the life of the buildings. Included are items that will reach the end of their estimated useful life during the course of this forecast, or, in the opinion of the investigator, will require attention during that time.

4.0 DESCRIPTION

The construction of Keswick Condominiums started in approximately 2003. Four units in one building are still uncompleted. Additional units are planned but not yet started. The development is a mix of structures comprised of three, nine, or seventeen units and four buildings with four units each. There are detached garages behind each of the structures. Some of the garages are designed to provide for two units while other are designed for single units.

There are two entrances into the property, one off of Market Street and one off Ogden Woods Blvd. Behind each of the units are alleys that provide access to the garages. Unassigned parking is permitted in front of the units. The development occupies an irregular shaped site that is approximately 8 acres in size.

A series of catch basins in the lawns and roads collect the storm water. Downspouts off of the roofs discharge either onto the adjacent roof, onto the ground near the foundation or onto the roads then to city storm drains.

The building foundations consist of poured concrete walls and basement floors. The first and second floors are supported with pre-engineered floor

trusses that span between the foundations walls and steel girders and steel posts. The roof framing consists of pre-engineered trusses. Roofing surfaces consist of architectural asphalt singles, rubber membranes or metal standing seam materials. The roofs are equipped with aluminum gutters and downspouts.

The exterior walls are either covered with brick or Hardiplank® Lap siding. The windows are double hung frames. All windows have thermal pane glass with metal covered frames with wood trim. Steel doors provide access into and out of the residences. The garage doors are made of aluminum.

Electrical, gas and water services are provided underground and metered individually for each residence.

5.0 OBSERVATIONS

The following key observations were made about the current condition of the common elements of the property.

Site and Grounds

The slope of ground generally is away from the foundation. However in a few locations, principally along the fronts, the ground is sloped towards the foundation. Over time this may cause damage to the foundations from water.

The main roads that run through the site and the side roads have a concrete base covered with asphalt. They are generally in usable condition except for the alley behind the building with units 17-25 which has yet to be covered with asphalt. Some repairs will be needed in the near future and sealing and normal repairs will be needed over the course of this study.

There are concrete curbs along all roads and alleys. There are concrete sidewalks along the front of each building. These appeared generally in good condition however some spalling has occurred. However this spalling is a cosmetic issue and generally does not represent a structural issue. There are brick walkways and steps between the concrete sidewalks and the brick steps. Some of the brick steps are deteriorating and additional repairs over time are included in the study.

The sidewalks along the fronts of the building are generally in good condition expect for some spalling, which is a cosmetic issue, however over time some deterioration and settling should be expected. Funds have been included in the study for these repairs.

Building Exterior

The front two story buildings and the rear garages are of stick-framed construction with pitched roofs covered with asphalt shingles. The single story section of the units that connect the two story section and the garage are covered with either rubber membranes or stand seam metal roofs.

The exteriors of the buildings are a combination of brick and Hardiplank®

Lap siding with some wood trim under the front windows. Per the Hardiplank Lap siding installation instructions the following details need to be adhered to:

- There should be a minimum 2 inch clearance between roofing and the bottom edge of the siding.
- There should be a minimum ¼ inch clearance between the bottom edge of the siding and the flashing above the brick.
- There should be a minimum of a 6 inch clearance between ground and the bottom edge of the siding. In some locations the siding goes into the ground.

These issues need to be corrected to prevent the ongoing deterioration of the siding and the voiding of the manufactures warranty. Some deterioration is starting along the dormer windows of the units on the building with units 1-16.

The windows are a combination of double hung and crank out casement windows. Both styles have metal frames with thermal pane glass. Under the lower front windows there are painted wood panels. These wood panels need ongoing caulking and painting. Also some of the wooden frames around the windows are separating and need to be caulked and painted.

The attic framing is in good condition and no problems were noted. Attic ventilation is provided by ridge and soffit vents. Based on our evaluation, we find that the attic ventilation is in general compliance with the construction standards and no problems were noted.

The roofs were examined by going onto the roof surfaces. The roof surfaces of the buildings are covered with a combination of asphalt/fiberglass shingles, rubber membranes or metal standing seam roofing. The roofing, including the flashing, gutters and downspouts is generally in good condition however the flashing along most of the roof line is not properly installed and has come loose in places. Some of the rubber membrane roofing on the 9 unit building does not appear properly installed and needs to be repaired. Immediate and ongoing repairs to the flashing have been included in the study.

The caulking between the stone work along the roof line is generally in good condition but in some places the caulking is starting to deteriorate. In a few locations on the building with units 17-25 some caulking was never installed.

The brick sidewalks and front porches continue to deteriorate. Periodic sealing of the brick work can delay this deterioration. Funds for sealing have been included in the study through 2015. By that time a better solution to the problems needs to be developed and implemented.

Plants, including ivy and euonymus, are growing near some of the buildings and fences. These plants can grow up and damage the bricks or Hardiplank. These plants should be kept away from the exterior walls.

Building Interiors

The poured concrete foundation walls appeared in good condition. All of the wooded roof trusses and wood floor trusses are in good condition.

Mechanical

The electrical service is distributed from ground-mounted transformers located around the property and are individually metered.

Each unit has its own split system for heating and cooling. Repairs and maintenance of these systems is the responsibility of the unit owners and thus is not included in the reserve study. The roof top mounted air conditioner sit atop pads which ten dot protect the roofing. These pads need to be monitored to insure they do not damage the roof membrane.

There are some fire hydrants located around the complex. These appear in good condition. Regular maintenance should be performed twice a year.

Amenities

There is a mailbox located along the roads behind each unit. The mailboxes are in good condition. The replacement of the mailboxes due to damage can be funded from maintenance funds.

There is an irrigation system around the property. This was not tested or inspected. Replacement of this system is not in the study since periodic repairs are considered normal maintenance.

6.0 RESERVE FUND ANALYSIS

Using software developed by Criterium Engineers and KPMG Peat Marwick, we have analyzed capital reserves draw-down for the projected capital expenditures to determine the amount needed. The following is a projected reserve fund analysis for non-annual items as discussed in the report. This projection takes into consideration a reasonable return on invested money and inflation. Please review this thoroughly and let us know of any changes that may be desired.

The intent of this reserve fund projection is to help the Association develop a reserve fund to provide for anticipated repair or replacements of various system components during the next 25 years.

The capital items listed are those that are typically the responsibility of the condominium association however no formal list was provided but only from information provided by Ms Billings. However, association by-laws vary, and therefore, which components are the responsibilities of the owner and which are the responsibility of the Association can vary. The Keswick Condominium Association should confirm that the items listed should be financed by the reserve fund. No taxes have been accounted for in this study.

This projection provides the following:

- An input sheet that defines all the criteria used for the financial alternatives, including the assumed inflation rate and rate of return on deposited reserve funds.
- A table that lists anticipated replacement and/or repair items complete with estimated remaining life expectancies, projected costs of replacement and/or repair, a frequency in years of when these items require replacement and/or repair and a projection based on this frequency.
- A table and graph that represent end of year balances versus capital expenditures based on your current funding program and reserve balances, and alternatives to your current program. The provided graphs illustrate what effects the funding methods will have over the presented 25 year period versus the anticipated capital expenditures. Care should be taken in analyzing the graphs due to varying graphic scales that occur within each graph and between graphs.
- Note that based on our developed list of capital items and taking inflation into account the current funding is adequate.
- The Association should bear in mind that unanticipated expenditures can always arise and maintenance of a significant reserve fund balance can be viewed as a way to avoid special assessments.

Current Funding Rate: \$13,200 annually or \$25.00 per unit per month. No known special assessments are planned. This funding rate meets the minimum funding required by Ohio RC 3511 based on an annual budget of \$116,240 but does not adequately fund the reserve requirements over the 20 year period of this report.

We have included three alternatives to your current funding program and recommend that the board adopt an alternative that best reflects the objectives of the community. In summary these alternatives are as follows:

Alternative 1: Increase the current average monthly per unit contribution to the reserve fund from \$25.00 to \$45.00 in 2009. In 2010 increase the average monthly per unit contribution to the reserve fund by \$5 to \$50. Continue to increase this contribution by \$5.00 per unit per month until 2019 when the contribution would be \$95.00. This alternative maintains a positive balance during the 20 year period and meets meet the minimum 10% of the projected annual budget when inflation is taken into account.

Alternative 2: Increase the current average monthly per unit contribution to the reserve fund from \$25.00 to \$40.00 in 2009. In 2010 increase the average monthly per unit contribution to the reserve fund by 8%. Continue to increase this contribution by 8% per unit per month until 2024 when the contribution would be

approximately \$127.00. This alternative maintains a positive balance during the 20 year period and meets the minimum 10% of the projected annual budget when inflation is taken into account.

Alternative 3: Increase the average per unit monthly contribution to the reserve fund to \$80.00 in 2009 and maintain this rate through the 20 years. This alternative maintains a positive balance during the 20 year period and is at least 10% of the projected annual budget.

Addendum A lists estimated capital reserves from 2009 through 2028.

7.0 CONCLUSION

We trust this answers any questions that may arise. If not, or if we can be of further assistance, please do not hesitate to call.

8.0 LIMITATIONS

The observations described in this study are valid on the dates of the investigation and have been made under the conditions noted in the report. We prepared this study for the exclusive use of The Keswick Condominium Association. Criterium-Liszkay Engineers does not intend any other individual or party to rely upon this study without our express written consent. If another individual or party relies on this study, they shall indemnify and hold Criterium-Liszkay Engineers harmless for any damages, losses or expenses they may incur as a result of its use.

We did not remove surface materials, conduct any destructive or invasive testing, move furnishings or equipment or undertake any digging or excavation. Accordingly, we cannot comment on the condition of systems that we could not see, such as buried structures and utilities, nor are we responsible for conditions that could not be seen or were not within the scope of our services at the time of the investigation. We did not undertake to completely assess the stability of the buildings or the underlying foundation soil since this effort would require excavation and destructive testing. Likewise, this is not a seismic assessment.

We did not investigate the following areas:

- Buried utilities or infrastructure
- Concealed structural members or systems
- All attic or basement/crawl space areas
- Any individual components
- None of the individual utilities

We do not render an opinion on uninvestigated portions of the community.

We did not perform any computations or other engineering analysis as part of this evaluation, nor did we conduct a comprehensive code compliance investigation. This study is not to be considered a warranty of condition, and no warranty is implied. The appendices are an integral part of this report and must be included in any review.

In our Reserve Fund Analysis, we have provided estimated costs. These

costs are based on our general knowledge of building systems and the contracting and construction industry. When appropriate, we have relied on standard sources, such as Means Building Construction Cost Data, to develop estimates. However, for items that we have developed costs (e.g. structural repairs), no standard guide for developing such costs exists. Actual costs can vary significantly, based on the availability of qualified contractors to do the work, as well as many other variables. We cannot be responsible for the specific cost estimates provided.

We have performed no design work as part of this study, nor have we obtained competitive quotations or estimates from contractors since this also is beyond the scope of the project. The actual cost to remedy deficiencies and deferred maintenance items that we have identified may vary significantly from estimates and competitive quotations from contractors.

If you have any questions about this study or the reserve fund analysis, please feel free to contact us. Thank you for the opportunity to be of assistance to you.

Respectfully submitted,

Art Wickerham P.E. RS, CBIE
Criterium-Liskay Engineers

Appendix A: RESERVE FUND PROJECTIONS

Reserve Study Worksheet

General Information:

1 Organization: **Keswick Condominiums**
2 Address: **New Albany, OH**

3	Number of Units	44
4	Age of Building (in years)	4
5a	Study Period (in years)	20
5b	Normal Fiscal Year starts:	January 1, 2009
5c	Partial Fiscal Year starts:	January 1, 2009
5d	Partial Year Length:	12 months
6	Site Inspection Date	March 17, 2008
7	Reserve Funds at start	\$60,392
8	Rate of Return on invested Reserve Funds (%)	2.389%
9	Inflation Rate (%)	4.0%

10 Current Funding Levels

Existing Funding Levels				
	Total/Month	Total Annual	Per Unit/Month	Per Unit/Year
Reserve Fund Contribution.....	\$1,100	\$13,200	\$25.00	\$300.00
Planned Special Assessment.....	Years Out	Total Annual	Per Unit	
	0	\$0	\$0	
Balance Computed.....	(\$684,848)			

11 Alternative Reserve Fund Contribution

Alternative 1 Level Funding with Steps				
	Total/Month	Total Annual	Per Unit/Month	Per Unit/Year
Monthly Amount, (First Year).....	\$1,980	\$23,760	\$45.00	\$540.00
Monthly Amount, (Last Year).....	\$4,180	\$50,160	\$95.00	\$1,140.00
Balance Required Final Year.....	\$50,616			
Special Assessments:	Years Out	Total/Year	Per Unit	
First Assessment.....	0	\$0	\$0	
Second Assessment.....	0	\$0	\$0	
Balance Computed.....	\$14,834			

Alternative 2 Escalating Funding at 8% per Year				
	Total/Month	Total Annual	Per Unit/Month	Per Unit/Year
Monthly Amount, (First Year).....	\$1,760	\$21,120	\$40.00	\$480.00
Monthly Amount, (Last Year).....	\$5,583	\$66,996	\$126.89	\$1,522.64
Balance Required Final Year.....	\$50,616			
Base Escalation %.....	8.00%			
Special Assessments:	Years Out	Total/Year	Per Unit	
First Assessment.....	0	\$0	\$0	
Second Assessment.....	0	\$0	\$0	
Balance Computed.....	\$52,238			

Alternative 3 Escalating Funding with Special Assessments				
	Total/Month	Total Annual	Per Unit/Month	Per Unit/Year
Monthly Amount, (First Year).....	\$3,520	\$42,240	\$80.00	\$960.00
Monthly Amount, (Last Year).....	\$3,520	\$42,240	\$80.00	\$960.00
Balance Required Final Year.....	\$50,616			
Base Escalation %.....	0.00%			
Special Assessments:	Years Out	Total/Year	Per Unit	
First Assessment.....	0	\$0	\$0	
Second Assessment.....	0	\$0	\$0	
Balance Computed.....	\$27,252			

Itemized Worksheet

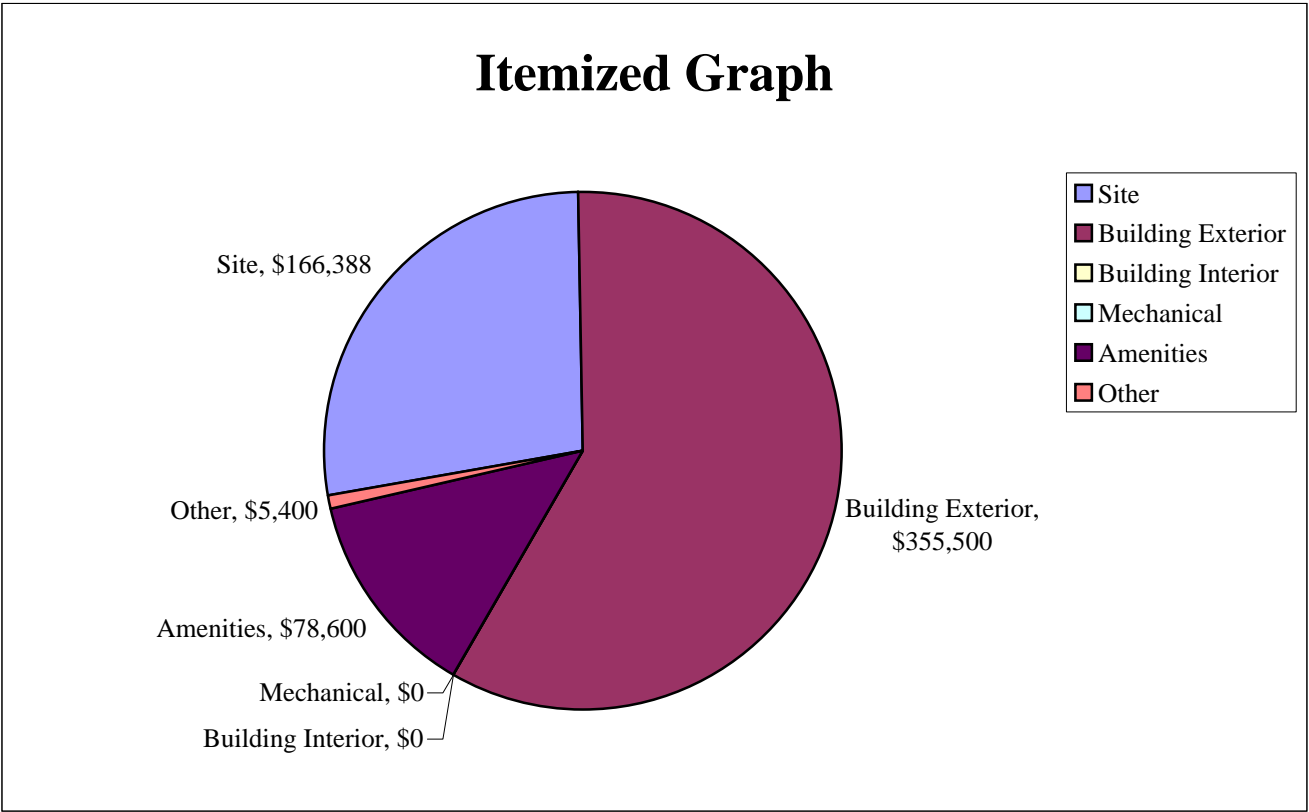
Capital Item To Be Replaced	Quantity	Unit cost	Reserve Requirement (*)	Beginning Balance	Frequency (yrs**)	Remaining Life (yrs)	Reserve Funding Monthly	Required Annual	Full Funding Balance	Information Source
Site										
Asphalt repairs in 2009	250 sf	\$5.25	\$1,312.50	\$552.73	20	0	\$0.00	\$0.00	\$1,312.50	
Seal asphalt roads and drives	70,000 sf	\$0.14	\$9,800.00	\$1,650.81	5	3	\$226.37	\$2,716.40	\$3,920.00	
Ongoing asphalt road repairs	500 sf	\$5.25	\$2,625.00	\$0.00	5	5	\$43.75	\$525.00	\$0.00	
Rebuild some brick front steps	15 sets	\$2,000.00	\$30,000.00	\$12,002.10	20	1	\$1,499.83	\$17,997.90	\$28,500.00	
Seal front brick steps	44 ea	\$200.00	\$8,800.00	\$3,705.91	2	0	\$0.00	\$0.00	\$8,800.00	
Building Exterior										
Replace Hardiplank siding on dormers	1 ls	\$5,000.00	\$5,000.00	\$2,105.63	5	0	\$0.00	\$0.00	\$5,000.00	
Caulk and paint wood under front windows	44 ea	\$125.00	\$5,500.00	\$2,316.19	4	0	\$0.00	\$0.00	\$5,500.00	
Replace wood under front windows	2 ea	\$700.00	\$1,400.00	\$589.58	20	0	\$0.00	\$0.00	\$1,400.00	
Re-roof 17 unit buildings	375 sq	\$350.00	\$131,250.00	\$12,562.00	22	17	\$581.80	\$6,981.65	\$29,829.55	
Re-roof 9 unit building	200 sq	\$350.00	\$70,000.00	\$4,019.84	22	19	\$289.39	\$3,472.64	\$9,545.45	
Re-roof remaining buildings	325 sq	\$350.00	\$113,750.00	\$8,709.66	22	18	\$486.30	\$5,835.57	\$20,681.82	
Caulk and replace wood around windows	1 ls	\$2,500.00	\$2,500.00	\$1,052.82	10	0	\$0.00	\$0.00	\$2,500.00	
Repair roof flashing	450 lf	\$6.00	\$2,700.00	\$1,137.04	35	0	\$0.00	\$0.00	\$2,700.00	
Caulk stone on parapet on roofs	1 ls	\$2,000.00	\$2,000.00	\$842.25	8	0	\$0.00	\$0.00	\$2,000.00	
Ongoing flashing repairs	450 ls	\$2.50	\$1,125.00	\$442.18	15	1	\$56.90	\$682.82	\$1,050.00	
Tuck point brick work	2,000 sf	\$0.45	\$900.00	\$126.34	15	10	\$6.45	\$77.37	\$300.00	
Re-roof 42-45	100 sq	\$350.00	\$35,000.00	\$669.97	22	21	\$136.23	\$1,634.76	\$1,590.91	
Reflashing at chimney	44 ea	\$187.50	\$8,250.00	\$3,196.35	25	2	\$210.57	\$2,526.83	\$7,590.00	
Repairs to the 9 unit bldg roof	1 ls	\$1,500.00	\$1,500.00	\$631.69	20	0	\$0.00	\$0.00	\$1,500.00	
Building Interior										
Mechanical										
Amenities										
Paint wood fences	44 ea	\$350.00	\$15,400.00	\$2,779.43	7	4	\$262.93	\$3,155.14	\$6,600.00	
Replace wooden fences	10 ea	\$1,080.00	\$10,800.00	\$1,299.48	7	5	\$158.34	\$1,900.10	\$3,085.71	
Other										
Update reserve study	1 ea	\$1,800.00	\$1,800.00	\$0.00	5	5	\$30.00	\$360.00	\$0.00	
Totals			\$461,412.50	\$60,392.00			\$3,988.85	\$47,866.18	\$143,405.94	
Total Over Term			\$605,887.50							

* Costs are typically 10%±

** Reserve study is based on a 20 year projection of non-annual maintenance

Itemized Graph

Categories	Totals
Site	\$166,388
Building Exterior	\$355,500
Building Interior	\$0
Mechanical	\$0
Amenities	\$78,600
Other	\$5,400
Total	\$605,888



Itemized Funding

Categories	Reserve Requirement	Beginning Balance	Balance Requiring Funding	Monthly Reserve Funding Required	Annual Reserve Funding Required	Full Funding Balance	Percent Funded
Site	\$166,388	\$17,912	\$148,476	\$1,770	\$21,239	\$42,533	
Building Exterior	\$355,500	\$38,402	\$317,098	\$1,768	\$21,212	\$91,188	
Building Interior	\$0	\$0	\$0	\$0	\$0	\$0	
Mechanical	\$0	\$0	\$0	\$0	\$0	\$0	
Amenities	\$78,600	\$4,079	\$74,521	\$421	\$5,055	\$9,686	
Other	\$5,400	\$0	\$5,400	\$30	\$360	\$0	
Totals	\$605,888	\$60,392	\$545,496	\$3,989	\$47,866	\$143,406	42.1%

Annual Expense By Year

	Year: Year Number:	2009 1	2010 2	2011 3	2012 4	2013 5	2014 6	2015 7	2016 8	2017 9	2018 10	2019 11	2020 12	2021 13	2022 14	2023 15	2024 16
Site																	
Asphalt repairs in 2009		1,313	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seal asphalt roads and drives		0	0	0	9,800	0	0	0	0	9,800	0	0	0	0	9,800	0	0
Ongoing asphalt road repairs		0	0	0	0	0	2,625	0	0	0	0	2,625	0	0	0	0	2,625
Rebuild some brick front steps		0	30,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seal front brick steps		8,800	0	8,800	0	8,800	0	8,800	0	0	0	0	0	0	0	0	0
Building Exterior																	
Replace Hardiplank siding on dormers		5,000	0	0	0	0	5,000	0	0	0	0	5,000	0	0	0	0	5,000
Caulk and paint wood under front windows		5,500	0	0	0	5,500	0	0	0	5,500	0	0	0	5,500	0	0	0
Replace wood under front windows		1,400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Re-roof 17 unit buildings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Re-roof 9 unit building		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Re-roof remaining buildings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Caulk and replace wood around windows		2,500	0	0	0	0	0	0	0	0	0	2,500	0	0	0	0	0
Repair roof flashing		2,700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Caulk stone on parapet on roofs		2,000	0	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0
Ongoing flashing repairs		0	1,125	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tuck point brick work		0	0	0	0	0	0	0	0	0	0	900	0	0	0	0	0
Re-roof 42-45		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reflashing at chimney		0	0	8,250	0	0	0	0	0	0	0	0	0	0	0	0	0
Repairs to the 9 unit bldg roof		1,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Interior																	
Mechanical																	
Amenities																	
Paint wood fences		0	0	0	0	15,400	0	0	0	0	0	0	15,400	0	0	0	0
Replace wooden fences		0	0	0	0	0	10,800	0	0	0	0	0	0	10,800	0	0	0
Other																	
Update reserve study		0	0	0	0	0	1,800	0	0	0	0	1,800	0	0	0	0	1,800
Total Costs		30,713	31,125	17,050	9,800	29,700	20,225	8,800	0	17,300	0	12,825	15,400	16,300	9,800	0	9,425
Total Costs Adjusted For 4% Inflation		30,713	32,370	18,441	11,024	34,745	24,607	11,135	0	23,676	0	18,984	23,708	26,097	16,318	0	16,974

Annual Expense By Year

	Year: Year Number:	2025 17	2026 18	2027 19	2028 20
Site					
Asphalt repairs in 2009		0	0	0	0
Seal asphalt roads and drives		0	0	9,800	0
Ongoing asphalt road repairs		0	0	0	0
Rebuild some brick front steps		0	0	0	0
Seal front brick steps		0	0	0	0
Building Exterior					
Replace Hardiplank siding on dormers		0	0	0	0
Caulk and paint wood under front windows		5,500	0	0	0
Replace wood under front windows		0	0	0	0
Re-roof 17 unit buildings		0	131,250	0	0
Re-roof 9 unit building		0	0	0	70,000
Re-roof remaining buildings		0	0	113,750	0
Caulk and replace wood around windows		0	0	0	0
Repair roof flashing		0	0	0	0
Caulk stone on parapet on roofs		2,000	0	0	0
Ongoing flashing repairs		1,125	0	0	0
Tuck point brick work		0	0	0	0
Re-roof 42-45		0	0	0	0
Reflashing at chimney		0	0	0	0
Repairs to the 9 unit bldg roof		0	0	0	0
Building Interior					
Mechanical					
Amenities					
Paint wood fences		0	0	15,400	0
Replace wooden fences		0	0	0	10,800
Other					
Update reserve study		0	0	0	0
Total Costs		8,625	131,250	138,950	80,800
Total Costs Adjusted For 4% Inflation		16,154	255,662	281,487	170,233

Existing Funding Levels

Year	Year Number	Beginning Reserve Fund Balance	Fee Revenue	Special Assessments	Investment Earnings	Capital Expenditures	Ending Balance
2009	1	\$60,392	\$13,200	\$0	\$1,024	\$30,713	\$43,904
2010	2	\$43,904	\$13,200	\$0	\$591	\$32,370	\$25,325
2011	3	\$25,325	\$13,200	\$0	\$480	\$18,441	\$20,563
2012	4	\$20,563	\$13,200	\$0	\$543	\$11,024	\$23,283
2013	5	\$23,283	\$13,200	\$0	\$42	\$34,745	\$1,780
2014	6	\$1,780	\$13,200	\$0	\$0	\$24,607	(\$9,627)
2015	7	(\$9,627)	\$13,200	\$0	\$0	\$11,135	(\$7,562)
2016	8	(\$7,562)	\$13,200	\$0	\$135	\$0	\$5,773
2017	9	\$5,773	\$13,200	\$0	\$0	\$23,676	(\$4,704)
2018	10	(\$4,704)	\$13,200	\$0	\$203	\$0	\$8,699
2019	11	\$8,699	\$13,200	\$0	\$70	\$18,984	\$2,985
2020	12	\$2,985	\$13,200	\$0	\$0	\$23,708	(\$7,523)
2021	13	(\$7,523)	\$13,200	\$0	\$0	\$26,097	(\$20,419)
2022	14	(\$20,419)	\$13,200	\$0	\$0	\$16,318	(\$23,537)
2023	15	(\$23,537)	\$13,200	\$0	\$0	\$0	(\$10,337)
2024	16	(\$10,337)	\$13,200	\$0	\$0	\$16,974	(\$14,111)
2025	17	(\$14,111)	\$13,200	\$0	\$0	\$16,154	(\$17,066)
2026	18	(\$17,066)	\$13,200	\$0	\$0	\$255,662	(\$259,528)
2027	19	(\$259,528)	\$13,200	\$0	\$0	\$281,487	(\$527,815)
2028	20	(\$527,815)	\$13,200	\$0	\$0	\$170,233	(\$684,848)

Existing Funding Levels

Beginning Balance as of start of year beginning Jan 2009: \$60,392

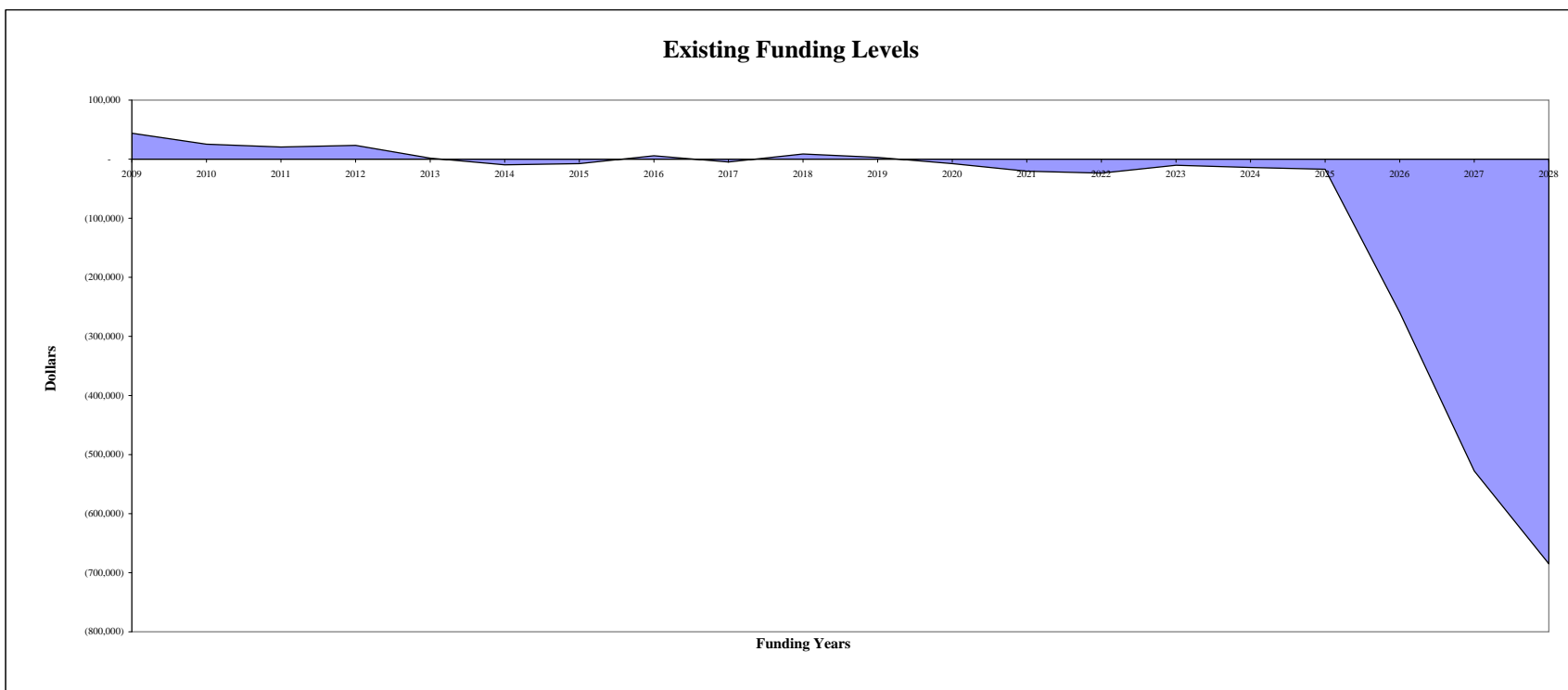
CONTRIBUTIONS	
AMOUNT	
\$13,200.00	per year
\$300.00	per unit per year
\$1,100.00	per month
\$25.00	per unit per month

SPECIAL ASSESSMENTS			
Totals			
Per Year	\$0	Per Unit	\$0

Projected Annual Funding and Expenditures:

Year:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Year Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
End of Year Reserve Fund Balance	43,904	25,325	20,563	23,283	1,780	(9,627)	(7,562)	5,773	(4,704)	8,699	2,985	(7,523)	(20,419)	(23,537)	(10,337)
Capital Expenditures:	30,713	32,370	18,441	11,024	34,745	24,607	11,135	-	23,676	-	18,984	23,708	26,097	16,318	-
Total Revenue (all sources)	14,224	13,791	13,680	13,743	13,242	13,200	13,200	13,335	13,200	13,403	13,270	13,200	13,200	13,200	13,200

Year:	2024	2025	2026	2027	2028
Year Number:	16	17	18	19	20
End of Year Reserve Fund Balance	(14,111)	(17,066)	(259,528)	(527,815)	(684,848)
Capital Expenditures:	16,974	16,154	255,662	281,487	170,233
Total Revenue (all sources)	13,200	13,200	13,200	13,200	13,200



Alternative 1: Level Funding with Steps

Year	Year Number	Beginning Reserve Fund Balance	Fee Revenue	Special Assessments 1	Special Assessments 2	Investment Earnings	Capital Expenditures	Ending Balance
2009	1	\$60,392	\$23,760	\$0	\$0	\$1,277	\$30,713	\$54,716
2010	2	\$54,716	\$26,400	\$0	\$0	\$1,165	\$32,370	\$49,911
2011	3	\$49,911	\$29,040	\$0	\$0	\$1,446	\$18,441	\$61,955
2012	4	\$61,955	\$31,680	\$0	\$0	\$1,974	\$11,024	\$84,585
2013	5	\$84,585	\$34,320	\$0	\$0	\$2,011	\$34,745	\$86,171
2014	6	\$86,171	\$36,960	\$0	\$0	\$2,354	\$24,607	\$100,878
2015	7	\$100,878	\$39,600	\$0	\$0	\$3,090	\$11,135	\$132,433
2016	8	\$132,433	\$42,240	\$0	\$0	\$4,173	\$0	\$178,846
2017	9	\$178,846	\$44,880	\$0	\$0	\$4,779	\$23,676	\$204,829
2018	10	\$204,829	\$47,520	\$0	\$0	\$6,029	\$0	\$258,377
2019	11	\$258,377	\$50,160	\$0	\$0	\$6,917	\$18,984	\$296,471
2020	12	\$296,471	\$50,160	\$0	\$0	\$7,715	\$23,708	\$330,638
2021	13	\$330,638	\$50,160	\$0	\$0	\$8,474	\$26,097	\$363,175
2022	14	\$363,175	\$50,160	\$0	\$0	\$9,485	\$16,318	\$406,502
2023	15	\$406,502	\$50,160	\$0	\$0	\$10,910	\$0	\$467,571
2024	16	\$467,571	\$50,160	\$0	\$0	\$11,963	\$16,974	\$512,720
2025	17	\$512,720	\$50,160	\$0	\$0	\$13,061	\$16,154	\$559,787
2026	18	\$559,787	\$50,160	\$0	\$0	\$8,464	\$255,662	\$362,749
2027	19	\$362,749	\$50,160	\$0	\$0	\$3,140	\$281,487	\$134,562
2028	20	\$134,562	\$50,160	\$0	\$0	\$346	\$170,233	\$14,834

Alternative 1: Level Funding with Steps

Beginning Balance as of start of year beginning Jan 2009: \$60,392

CONTRIBUTIONS	
FIRST YR	LAST YR
\$23,760.00	\$50,160.00 per year
\$540.00	\$1,140.00 per unit per year
\$1,980.00	\$4,180.00 per month
\$45.00	\$95.00 per unit per month

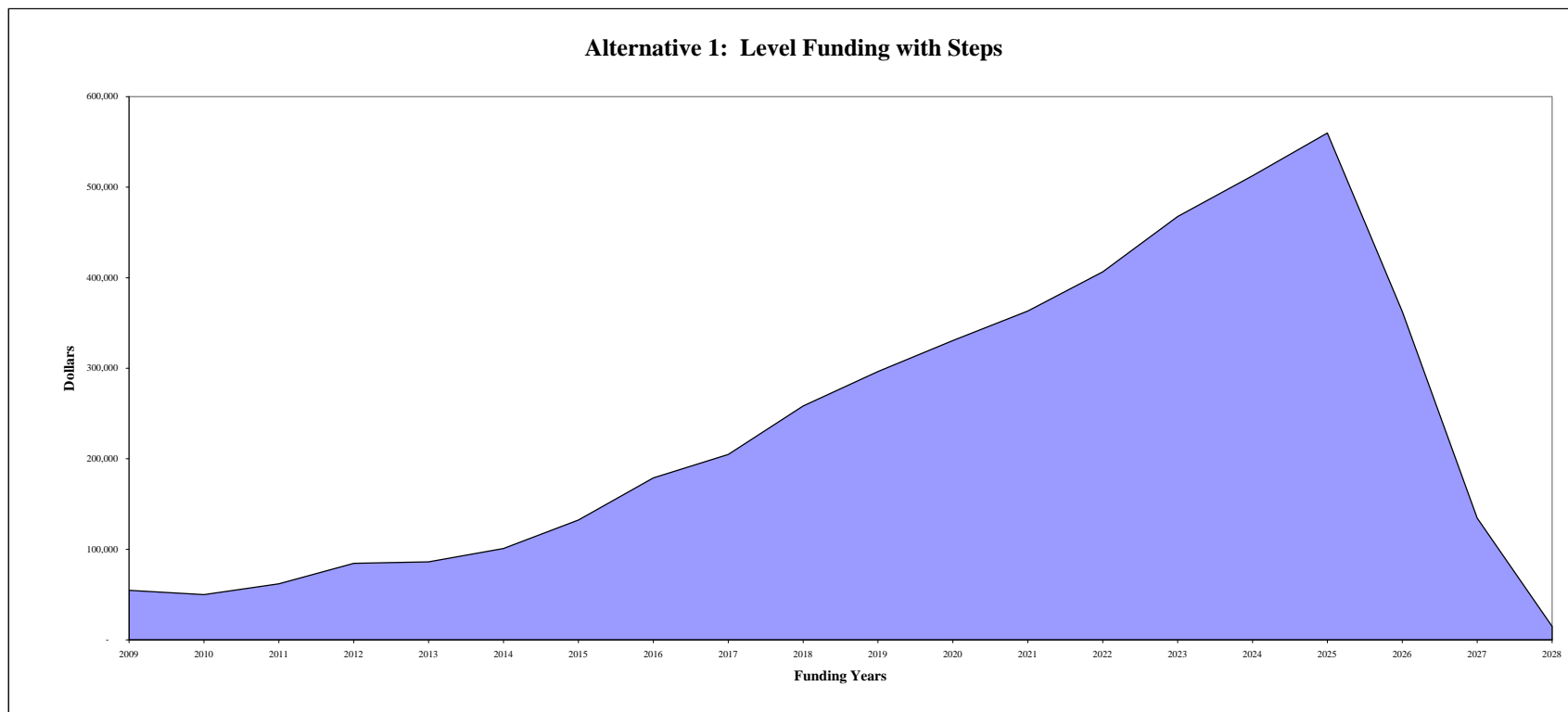
SPECIAL ASSESSMENTS				
First Second	Per Year Per Year	Totals		
		\$0	Per Unit	\$0
		\$0	Per Unit	\$0

SETTINGS (analyzed by unit/month)			
Starting amount (\$):	45		
Increment by (\$):	5		
Every	1	year	
Frequency:	10	time	

Projected Annual Funding and Expenditures:

Year:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Year Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
End of Year Reserve Fund Balance	54,716	49,911	61,955	84,585	86,171	100,878	132,433	178,846	204,829	258,377	296,471	330,638	363,175	406,502	467,571
Capital Expenditures:	30,713	32,370	18,441	11,024	34,745	24,607	11,135	-	23,676	-	18,984	23,708	26,097	16,318	-
Total Revenue (all sources)	25,037	27,565	30,486	33,654	36,331	39,314	42,690	46,413	49,659	53,549	57,077	57,875	58,634	59,645	61,070

Year:	2024	2025	2026	2027	2028
Year Number:	16	17	18	19	20
End of Year Reserve Fund Balance	512,720	559,787	362,749	134,562	14,834
Capital Expenditures:	16,974	16,154	255,662	281,487	170,233
Total Revenue (all sources)	62,123	63,221	58,624	53,300	50,506



Alternative 2: Escalating Funding at 8% per Year

Year	Year Number	Beginning Reserve Fund Balance	Fee Revenue	Special Assessments 1	Special Assessments 2	Investment Earnings	Capital Expenditures	Ending Balance
2009	1	\$60,392	\$21,120	\$0	\$0	\$1,214	\$30,713	\$52,013
2010	2	\$52,013	\$22,810	\$0	\$0	\$1,014	\$32,370	\$43,467
2011	3	\$43,467	\$24,634	\$0	\$0	\$1,186	\$18,441	\$50,846
2012	4	\$50,846	\$26,605	\$0	\$0	\$1,587	\$11,024	\$68,015
2013	5	\$68,015	\$28,734	\$0	\$0	\$1,481	\$34,745	\$63,485
2014	6	\$63,485	\$31,032	\$0	\$0	\$1,670	\$24,607	\$71,580
2015	7	\$71,580	\$33,515	\$0	\$0	\$2,245	\$11,135	\$96,205
2016	8	\$96,205	\$36,196	\$0	\$0	\$3,163	\$0	\$135,564
2017	9	\$135,564	\$39,092	\$0	\$0	\$3,607	\$23,676	\$154,586
2018	10	\$154,586	\$42,219	\$0	\$0	\$4,702	\$0	\$201,507
2019	11	\$201,507	\$45,596	\$0	\$0	\$5,450	\$18,984	\$233,569
2020	12	\$233,569	\$49,244	\$0	\$0	\$6,190	\$23,708	\$265,296
2021	13	\$265,296	\$53,184	\$0	\$0	\$6,985	\$26,097	\$299,368
2022	14	\$299,368	\$57,438	\$0	\$0	\$8,134	\$16,318	\$348,623
2023	15	\$348,623	\$62,034	\$0	\$0	\$9,811	\$0	\$420,467
2024	16	\$420,467	\$66,996	\$0	\$0	\$11,240	\$16,974	\$481,729
2025	17	\$481,729	\$66,996	\$0	\$0	\$12,723	\$16,154	\$545,294
2026	18	\$545,294	\$66,996	\$0	\$0	\$8,520	\$255,662	\$365,148
2027	19	\$365,148	\$66,996	\$0	\$0	\$3,599	\$281,487	\$154,256
2028	20	\$154,256	\$66,996	\$0	\$0	\$1,219	\$170,233	\$52,238

Alternative 2: Escalating Funding at 8% per Year

Beginning Balance as of start of year beginning Jan 2009: \$60,392

CONTRIBUTIONS	
FIRST YR	LAST YR
\$21,120.00	\$66,996.21 per year
\$480.00	\$1,522.64 per unit per year
\$1,760.00	\$5,583.02 per month
\$40.00	\$126.89 per unit per month

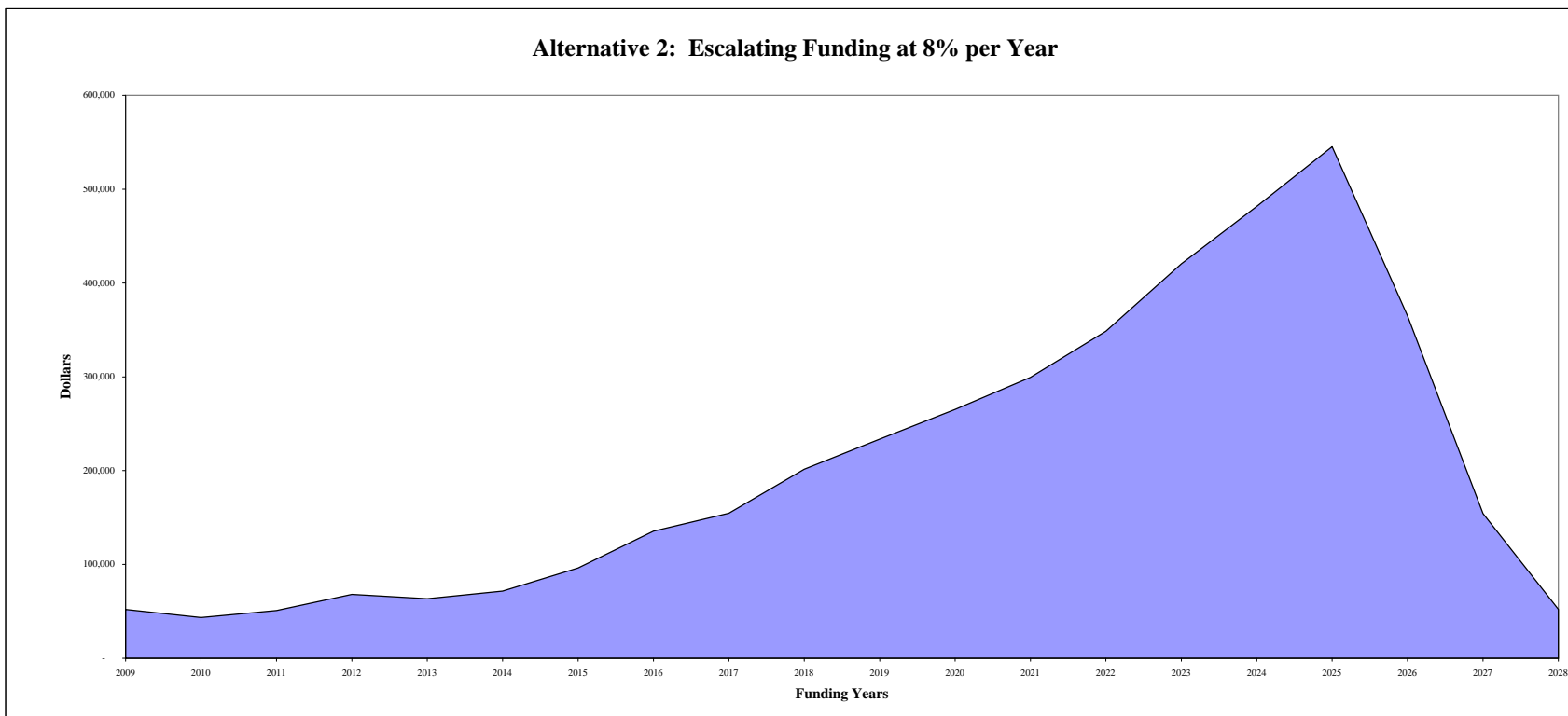
SPECIAL ASSESSMENTS			
First Second	Per Year Per Year	Totals	
		\$0 \$0	Per Unit Per Unit
		\$0	\$0

SETTINGS (analyzed by unit/month)		
Starting amount (\$):	40	
Increment by (%):	8	
Step (%):		
Every	1	year
Frequency:	15	time

Projected Annual Funding and Expenditures:

Year:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Year Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
End of Year Reserve Fund Balance	52,013	43,467	50,846	68,015	63,485	71,580	96,205	135,564	154,586	201,507	233,569	265,296	299,368	348,623	420,467
Capital Expenditures:	30,713	32,370	18,441	11,024	34,745	24,607	11,135	-	23,676	-	18,984	23,708	26,097	16,318	-
Total Revenue (all sources)	22,334	23,824	25,821	28,192	30,215	32,702	35,759	39,359	42,699	46,921	51,046	55,434	60,169	65,573	71,844

Year:	2024	2025	2026	2027	2028
Year Number:	16	17	18	19	20
End of Year Reserve Fund Balance	481,729	545,294	365,148	154,256	52,238
Capital Expenditures:	16,974	16,154	255,662	281,487	170,233
Total Revenue (all sources)	78,236	79,719	75,516	70,595	68,215



Alternative 3: Escalating Funding with Special Assessments

Year	Year Number	Beginning Reserve Fund Balance	Fee Revenue	Special Assessments 1	Special Assessments 2	Investment Earnings	Capital Expenditures	Ending Balance
2009	1	\$60,392	\$42,240	\$0	\$0	\$1,718	\$30,713	\$73,638
2010	2	\$73,638	\$42,240	\$0	\$0	\$1,995	\$32,370	\$85,503
2011	3	\$85,503	\$42,240	\$0	\$0	\$2,611	\$18,441	\$111,913
2012	4	\$111,913	\$42,240	\$0	\$0	\$3,419	\$11,024	\$146,548
2013	5	\$146,548	\$42,240	\$0	\$0	\$3,680	\$34,745	\$157,724
2014	6	\$157,724	\$42,240	\$0	\$0	\$4,189	\$24,607	\$179,546
2015	7	\$179,546	\$42,240	\$0	\$0	\$5,032	\$11,135	\$215,684
2016	8	\$215,684	\$42,240	\$0	\$0	\$6,162	\$0	\$264,085
2017	9	\$264,085	\$42,240	\$0	\$0	\$6,752	\$23,676	\$289,402
2018	10	\$289,402	\$42,240	\$0	\$0	\$7,923	\$0	\$339,565
2019	11	\$339,565	\$42,240	\$0	\$0	\$8,668	\$18,984	\$371,488
2020	12	\$371,488	\$42,240	\$0	\$0	\$9,318	\$23,708	\$399,338
2021	13	\$399,338	\$42,240	\$0	\$0	\$9,926	\$26,097	\$425,407
2022	14	\$425,407	\$42,240	\$0	\$0	\$10,782	\$16,318	\$462,112
2023	15	\$462,112	\$42,240	\$0	\$0	\$12,049	\$0	\$516,401
2024	16	\$516,401	\$42,240	\$0	\$0	\$12,940	\$16,974	\$554,607
2025	17	\$554,607	\$42,240	\$0	\$0	\$13,873	\$16,154	\$594,566
2026	18	\$594,566	\$42,240	\$0	\$0	\$9,106	\$255,662	\$390,249
2027	19	\$390,249	\$42,240	\$0	\$0	\$3,607	\$281,487	\$154,609
2028	20	\$154,609	\$42,240	\$0	\$0	\$636	\$170,233	\$27,252

Alternative 3: Escalating Funding with Special Assessments

Beginning Balance as of start of year beginning Jan 2009: \$60,392

CONTRIBUTIONS		
FIRST YR	LAST YR	
\$42,240.00	\$42,240.00	per year
\$960.00	\$960.00	per unit per year
\$3,520.00	\$3,520.00	per month
\$80.00	\$80.00	per unit per month

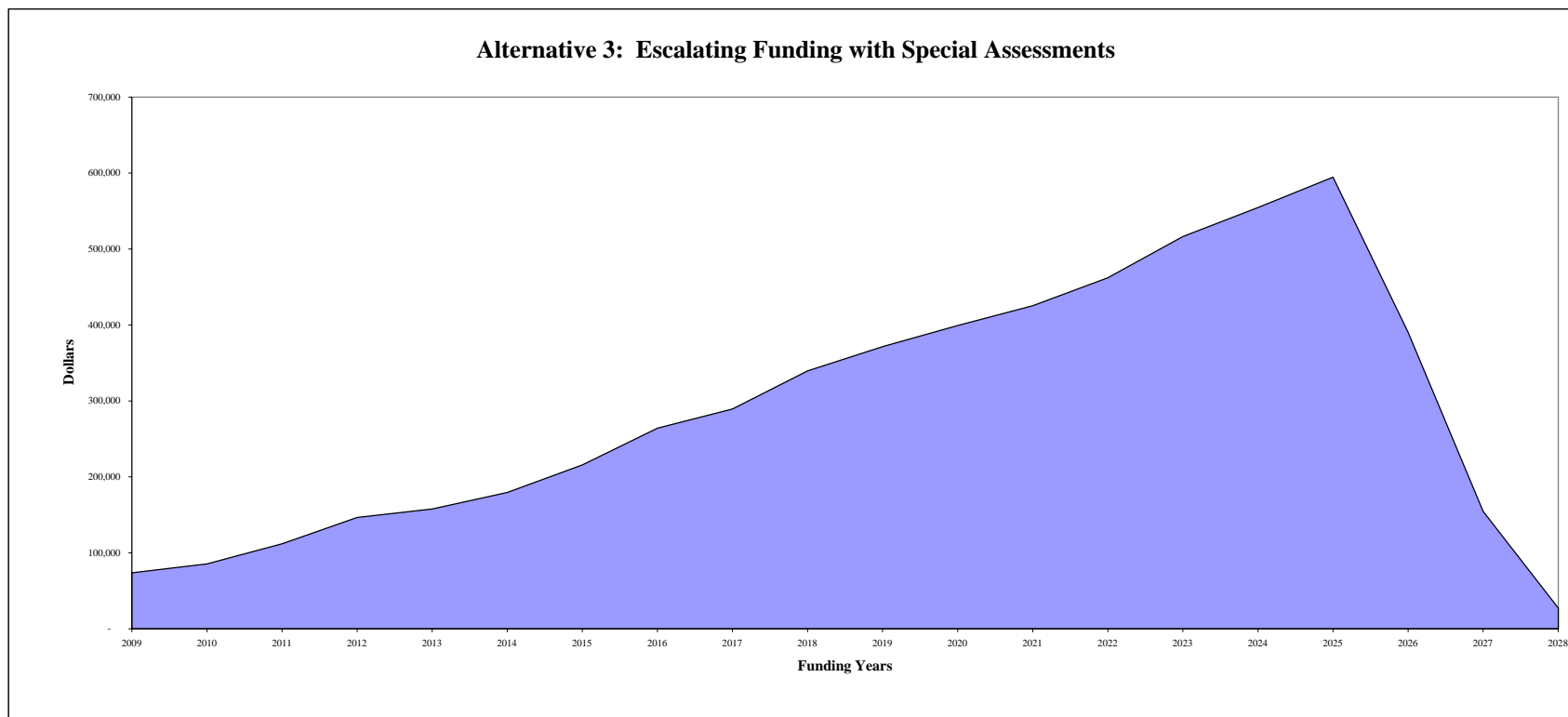
SPECIAL ASSESSMENTS				
First Second	Totals			
	Per Year	\$0	Per Unit	\$0
	Per Year	\$0	Per Unit	\$0

SETTINGS (analyzed by unit/month)		
Starting amount (\$):	80	
Increment by (%):	0	
Step (%):	0	
Every	3	year
Frequency:	3	time

Projected Annual Funding and Expenditures:

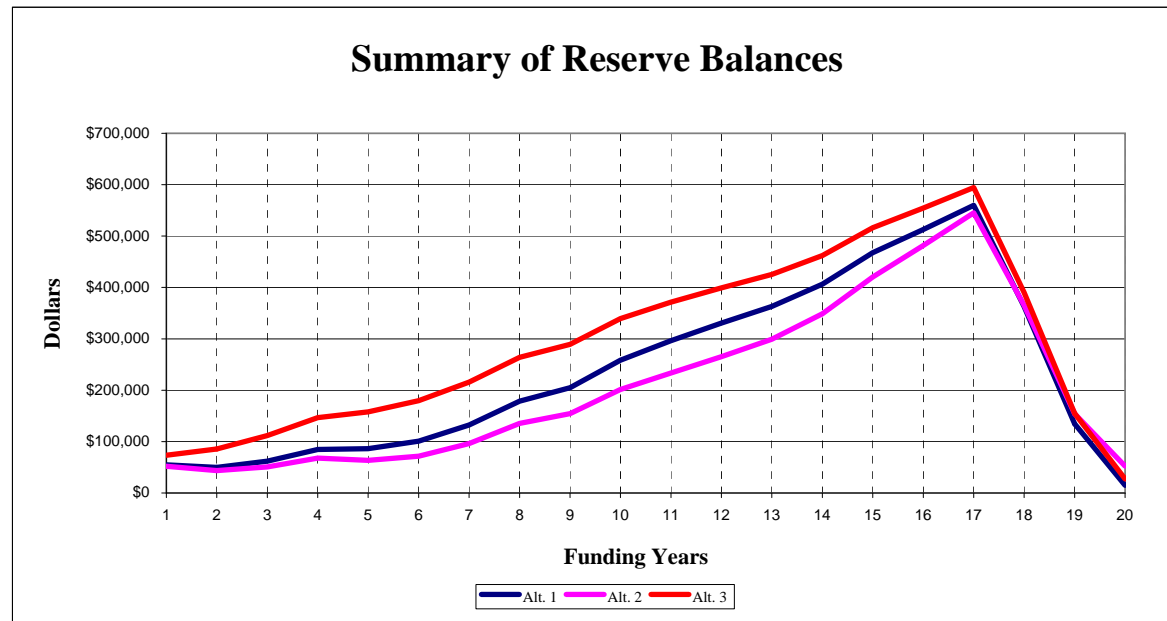
Year:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Year Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
End of Year Reserve Fund Balance	73,638	85,503	111,913	146,548	157,724	179,546	215,684	264,085	289,402	339,565	371,488	399,338	425,407	462,112	516,401
Capital Expenditures:	30,713	32,370	18,441	11,024	34,745	24,607	11,135	-	23,676	-	18,984	23,708	26,097	16,318	-
Total Revenue (all sources)	43,958	44,235	44,851	45,659	45,920	46,429	47,272	48,402	48,992	50,163	50,908	51,558	52,166	53,022	54,289

Year:	2024	2025	2026	2027	2028
Year Number:	16	17	18	19	20
End of Year Reserve Fund Balance	554,607	594,566	390,249	154,609	27,252
Capital Expenditures:	16,974	16,154	255,662	281,487	170,233
Total Revenue (all sources)	55,180	56,113	51,346	45,847	42,876



Summary of Reserve Balances

<u>Year</u>	<u>Year Number</u>	<u>Yearly Expenditures</u>	<u>Alt. 1</u>	<u>Alt. 2</u>	<u>Alt. 3</u>
2009	1	\$30,713	\$54,716	\$52,013	\$73,638
2010	2	\$32,370	\$49,911	\$43,467	\$85,503
2011	3	\$18,441	\$61,955	\$50,846	\$111,913
2012	4	\$11,024	\$84,585	\$68,015	\$146,548
2013	5	\$34,745	\$86,171	\$63,485	\$157,724
2014	6	\$24,607	\$100,878	\$71,580	\$179,546
2015	7	\$11,135	\$132,433	\$96,205	\$215,684
2016	8	\$0	\$178,846	\$135,564	\$264,085
2017	9	\$23,676	\$204,829	\$154,586	\$289,402
2018	10	\$0	\$258,377	\$201,507	\$339,565
2019	11	\$18,984	\$296,471	\$233,569	\$371,488
2020	12	\$23,708	\$330,638	\$265,296	\$399,338
2021	13	\$26,097	\$363,175	\$299,368	\$425,407
2022	14	\$16,318	\$406,502	\$348,623	\$462,112
2023	15	\$0	\$467,571	\$420,467	\$516,401
2024	16	\$16,974	\$512,720	\$481,729	\$554,607
2025	17	\$16,154	\$559,787	\$545,294	\$594,566
2026	18	\$255,662	\$362,749	\$365,148	\$390,249
2027	19	\$281,487	\$134,562	\$154,256	\$154,609
2028	20	\$170,233	\$14,834	\$52,238	\$27,252



Appendix B: PROJECT PHOTOGRAPHS

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

View of the small park area on the north side of the community.

Photo Number
1



Description:

Franklin County auditors site layout.

Photo Number
2

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Front elevation of a standard unit.

Wooden area under the lower front windows where wood issues are located.

Photo Number
3



Description:

View of the front of the building with units 17-25.

The brick steps at these units are deteriorating in many locations.

Photo Number
4

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

View of the end of unit 38 and also the roof line showing the air conditioners that are roof top mounted.

Photo Number
5



Description:

Typical view of the garages in the rear of the units.

Photo Number
6

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Typical view of
the rear fences.

Photo Number
7



Description:

View of the
garages from a
roof top.

Photo Number
8

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

View of the ground in front of the building with units 1-16.

The ground is flat or slightly sloped towards the foundation.

Photo Number
9



Description:

Area along the front of a building where water has overflowed the gutters.

Photo Number
10

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Example where the brick front steps have been previously repaired.

Photo Number
11



Description:

Previously repaired steps that are deteriorating again.

Photo Number
12

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Example where the cement between the steps is cracking and coming out of the joint.

Photo Number
13



Description:

Area where the cement between the bricks is missing.

Photo Number
14

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Example of poor
tuck pointing.

Sand is loose and
falling out.

Photo Number
15



Description:

Example of wood
trim around a front
door where water
will sit and
eventually rot the
wood.

Photo Number
16

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Area under the lower front window where wood is unprotected and eventually will rot.

Photo Number
17



Description:

Area un the lower front window where caulking and painting is needed

Photo Number
18

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Area under the lower front window where wood is unprotected and where rotting has started.

Photo Number
19



Description:

Area under the lower front window where wood is unprotected and eventually will rot

Photo Number
20

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Area where the wood trim has split and where rotting will eventually begin.

Photo Number
21



Description:

View of the insulated basement wall.

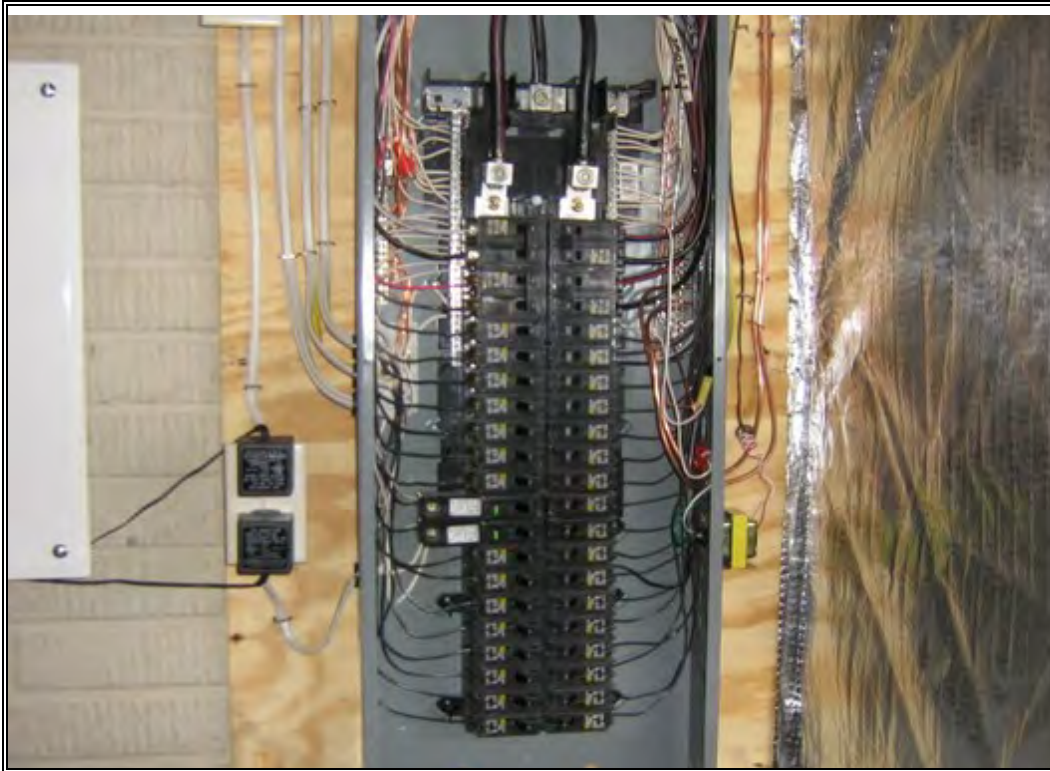
Walls are poured concrete.

Photo Number
22

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

View of the interior of a typical electrical panel.

Photo Number
23



Description:

View of the pre-engineered floor trusses in a newly constructed unit.

The older units have similar trusses but with the metal cross bracing.

Photo Number
24

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Area where there are gaps between the pieces of wood trim.

This needs to be caulked.

Photo Number
25



Description:

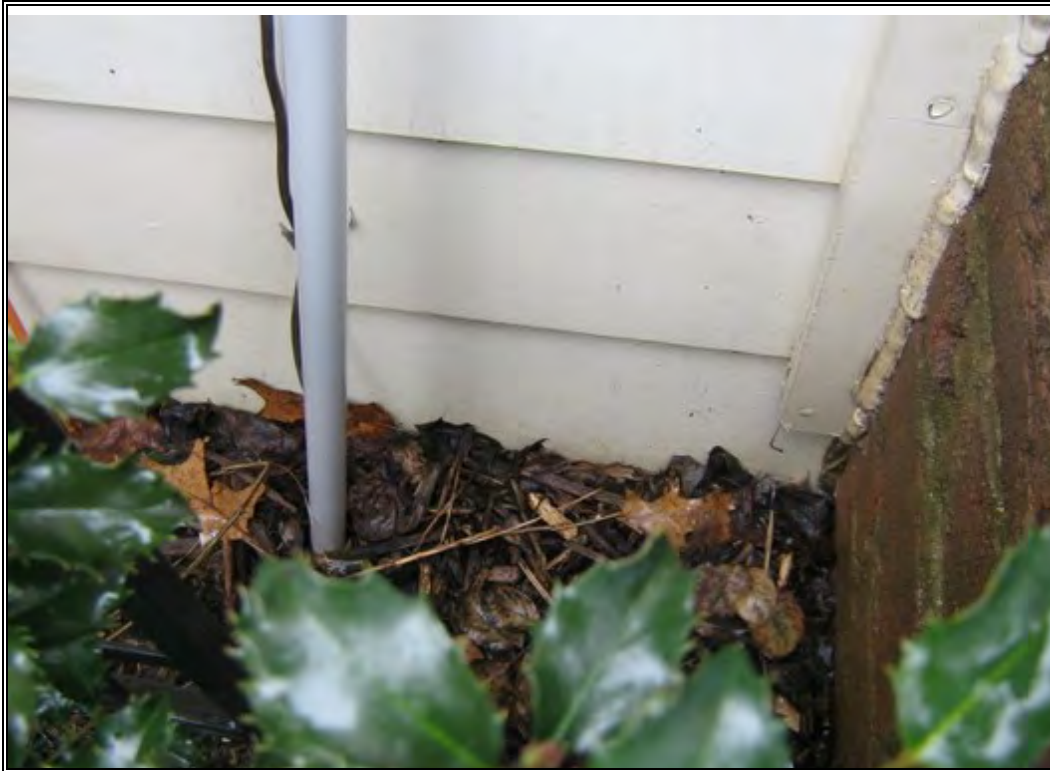
Area where the wooden fence is covered with mulch and dirt.

Photo Number
26

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Area where the Hardiplank® Lap siding is run into the ground.

Photo Number
27



Description:

Area where the wood trim around the garage door runs into the ground.

Eventually this will rot.

Photo Number
28

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Section of a sidewalk where the cement is deteriorating.

Photo Number
29



Description:

Area of the sidewalk is cracking.

Filling of these cracks will delay the deterioration of the sidewalk.

Photo Number
30

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Area of the roadway behind units 17-25 where the asphalt has yet to be installed.

Photo Number
31



Description:

Photo Number
32

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Section of a driveway where it meets the curbing and where it is cracking and sinking.

Photo Number
33



Description:

Area of the paved roadway in front of units 1-16 that needs to be repaired.

Photo Number
34

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Crack in the center of a main road that needs to be filled to prevent further damage.

Photo Number
35



Description:

One of the few areas where the storm drain does not go into the underground drains.

Photo Number
36

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Example of where the Hardiplank® Lap siding is touching the roof shingles and falling apart.

Photo Number

37



Description:

Example of where the Hardiplank® Lap siding is touching the roof shingles and falling apart.

Photo Number

38

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Example of where the Hardiplank® Lap siding is touching the roof shingles and falling apart.

Photo Number
39



Description:

Damaged flashing.

Flashing is not properly installed and without counter flashing.

Photo Number
40

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Example where the flashing is not cut into the brick work and no counter flashing.

Photo Number
41



Description:

Area where flashing is already pulling away from the brick work.

Photo Number
42

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Flashing is not cut into the brick work but just caulked onto the brick.

Photo Number
43



Description:

Another area where the flashing is pulling away from the brick work.

Photo Number
44

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Example where
caulking does not
fill the gap
between the stone
work.

Photo Number
45



Description:

Example of where
the gap between
the brick chimney
and the stone cap
is very large.

Photo Number
46

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

View of the flashing along the rear of units 17-25.

Flashing does not appear to be properly installed.

Photo Number
47



Description:

Example where the rubber membrane does not adequately cover the wood sheathing.

Photo Number
48

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008

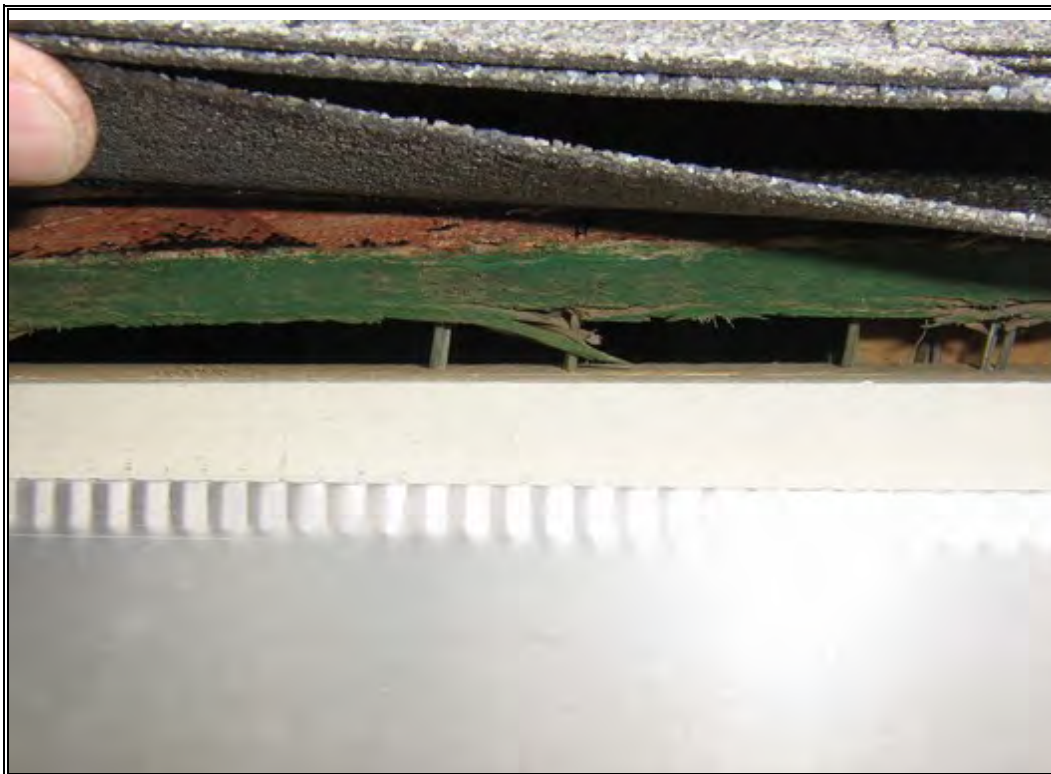


Description:

Example of
exposed nail head
along the ridge
vents.

Not all of the ridge
vents had exposed
nail heads.

Photo Number
49



Description:

The roofing in the
building with units
17-25 doesn't have
a drip edge. All of
the other roofs
have drip edges.

Photo Number
50

Location:
Keswick Condominiums RS
New Albany, Ohio

Photo Taken by:
A. Wickerham, P.E. RS

Date:
March 14, 2008



Description:

Area over units 24
& 25 where no
caulking has been
installed.

Photo Number
51



Description:

Example of poorly
installed flashing.

Photo Number
52

Appendix C: PROFESSIONAL QUALIFICATIONS

110 N. High St., Suite 207
Gahanna, Ohio 43230
614-418-7200, fax 614 418-7270 www.clengineers.com, art@clengineers.com

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE - ARTHUR E WICKERHAM,
P.E., RS

AREAS OF EXPERTISE

Current Position: Building Inspection Engineer and Marketing Manager, Criterium-Liszkay Engrs, since 2001.

Type of Work: I have performed close to nine hundred residential/commercial building inspections with Criterium. These included structural and electrical investigations, design, Reserve and Transition Studies and Property Condition Assessments. I received my Reserve Specialist (RS) designation from the Community Associations Institute (CAI) in 2006. In 2008 Art was certified as a Building Inspector Engineer by the NABIE.

Types of buildings: I have inspected single family residences, 2, 3 and 4 family residences, one, two and three story commercial buildings and warehouses.

Types of clients: Clients included: individual owners, banks, mortgage companies, attorneys, condominium management companies and investors

QUALIFICATIONS

Retired as a Senior Electrical Engineer and manager of construction engineering for over 27 years. I was responsible for the design, contraction for and construction of power generation and distribution, computer facilities, security and fire systems at various companies in Ohio. I was responsible for all facility designs and modification to new and existing structures. I was also the disaster recovery and emergency preparedness manager, including responsibility for hazardous and environmental matters. Oversaw all design aspects and construction of several million dollars worth of construction annually.

I retired from the military in 1997 with the rank of Navy Captain with 30 plus years of combined active and reserve service. During my career I was responsible for contingency engineering management and construction for locations in the Caribbean, Pacific, Vietnam, Europe and United States. I was responsible for training and construction efforts of over 3500 Navy construction personnel worldwide and their logistic support. During Desert Storm I, I was the Commanding Officer of a 745 man Seabee Construction Battalion.

EDUCATION AND AFFILIATIONS

I have been registered as a P.E. in Ohio since 1971 and Michigan since 2006. I received my Bachelor degree in Electrical Engineering from the University of Louisville and Bachelor of Business Administration from Franklin University. Past Instructor at Franklin University and Columbus State Community College. I am a member of National Society of Professional Engineers (NSPE), Certified Building Inspection Engineer (CBIE) and Ohio Society of Professional Engineers (OSPE).

Alternative 1: Level Funding with Steps

Year	Year Number	Beginning Reserve Fund Balance	Fee Revenue	Special Assessments 1	Special Assessments 2	Investment Earnings	Capital Expenditures	Ending Balance
2009	1	\$60,392	\$23,760	\$0	\$0	\$1,277	\$30,713	\$54,716
2010	2	\$54,716	\$26,400	\$0	\$0	\$1,165	\$32,370	\$49,911
2011	3	\$49,911	\$29,040	\$0	\$0	\$1,446	\$18,441	\$61,955
2012	4	\$61,955	\$31,680	\$0	\$0	\$1,974	\$11,024	\$84,585
2013	5	\$84,585	\$34,320	\$0	\$0	\$2,011	\$34,745	\$86,171
2014	6	\$86,171	\$36,960	\$0	\$0	\$2,354	\$24,607	\$100,878
2015	7	\$100,878	\$39,600	\$0	\$0	\$3,090	\$11,135	\$132,433
2016	8	\$132,433	\$42,240	\$0	\$0	\$4,173	\$0	\$178,846
2017	9	\$178,846	\$44,880	\$0	\$0	\$4,779	\$23,676	\$204,829
2018	10	\$204,829	\$47,520	\$0	\$0	\$6,029	\$0	\$258,377
2019	11	\$258,377	\$50,160	\$0	\$0	\$6,917	\$18,984	\$296,471
2020	12	\$296,471	\$50,160	\$0	\$0	\$7,715	\$23,708	\$330,638
2021	13	\$330,638	\$50,160	\$0	\$0	\$8,474	\$26,097	\$363,175
2022	14	\$363,175	\$50,160	\$0	\$0	\$9,485	\$16,318	\$406,502
2023	15	\$406,502	\$50,160	\$0	\$0	\$10,910	\$0	\$467,571
2024	16	\$467,571	\$50,160	\$0	\$0	\$11,963	\$16,974	\$512,720
2025	17	\$512,720	\$50,160	\$0	\$0	\$13,061	\$16,154	\$559,787
2026	18	\$559,787	\$50,160	\$0	\$0	\$8,464	\$255,662	\$362,749
2027	19	\$362,749	\$50,160	\$0	\$0	\$3,140	\$281,487	\$134,562
2028	20	\$134,562	\$50,160	\$0	\$0	\$346	\$170,233	\$14,834

Annual Expense By Year

Year:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Year Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Site																
Asphalt repairs in 2009	1,313	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seal asphalt roads and drives	0	0	0	9,800	0	0	0	0	9,800	0	0	0	0	9,800	0	0
Ongoing asphalt road repairs	0	0	0	0	0	2,625	0	0	0	0	2,625	0	0	0	0	2,625
Rebuild some brick front steps	0	30,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seal front brick steps	8,800	0	8,800	0	8,800	0	8,800	0	0	0	0	0	0	0	0	0
Building Exterior																
Replace Hardiplank siding on dormers	5,000	0	0	0	0	5,000	0	0	0	0	5,000	0	0	0	0	5,000
Caulk and paint wood under front windows	5,500	0	0	0	5,500	0	0	0	5,500	0	0	0	5,500	0	0	0
Replace wood under front windows	1,400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Re-roof 17 unit buildings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Re-roof 9 unit building	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Re-roof remaining buildings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Caulk and replace wood around windows	2,500	0	0	0	0	0	0	0	0	0	2,500	0	0	0	0	0
Repair roof flashing	2,700	0	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0
Caulk stone on parapet on roofs	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ongoing flashing repairs	0	1,125	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tuck point brick work	0	0	0	0	0	0	0	0	0	0	900	0	0	0	0	0
Re-roof 42-45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reflashing at chimney	0	0	8,250	0	0	0	0	0	0	0	0	0	0	0	0	0
Repairs to the 9 unit bldg roof	1,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Interior																
Mechanical																
Amenities																
Paint wood fences	0	0	0	0	15,400	0	0	0	0	0	0	15,400	0	0	0	0
Replace wooden fences	0	0	0	0	0	10,800	0	0	0	0	0	0	10,800	0	0	0
Other																
Update reserve study	0	0	0	0	0	1,800	0	0	0	0	1,800	0	0	0	0	1,800
Total Costs	30,713	31,125	17,050	9,800	29,700	20,225	8,800	0	17,300	0	12,825	15,400	16,300	9,800	0	9,425
Total Costs Adjusted For 4% Inflation	30,713	32,370	18,441	11,024	34,745	24,607	11,135	0	23,676	0	18,984	23,708	26,097	16,318	0	16,974

Annual Expense By Year

	Year:				Year Number:			
	2025	2026	2027	2028	17	18	19	20
Site								
Asphalt repairs in 2009	0	0	0	0				
Seal asphalt roads and drives	0	0	9,800	0				
Ongoing asphalt road repairs	0	0	0	0				
Rebuild some brick front steps	0	0	0	0				
Seal front brick steps	0	0	0	0				
Building Exterior								
Replace Hardiplank siding on dormers	0	0	0	0				
Caulk and paint wood under front windows	5,500	0	0	0				
Replace wood under front windows	0	0	0	0				
Re-roof 17 unit buildings	0	131,250	0	0				
Re-roof 9 unit building	0	0	0	70,000				
Re-roof remaining buildings	0	0	113,750	0				
Caulk and replace wood around windows	0	0	0	0				
Repair roof flashing	0	0	0	0				
Caulk stone on parapet on roofs	2,000	0	0	0				
Ongoing flashing repairs	1,125	0	0	0				
Tuck point brick work	0	0	0	0				
Re-roof 42-45	0	0	0	0				
Reflashing at chimney	0	0	0	0				
Repairs to the 9 unit bldg roof	0	0	0	0				
Building Interior								
Mechanical								
Amenities								
Paint wood fences	0	0	15,400	0				
Replace wooden fences	0	0	0	10,800				
Other								
Update reserve study	0	0	0	0				
Total Costs	8,625	131,250	138,950	80,800				
Total Costs Adjusted For 4% Inflation	16,154	255,662	281,487	170,233				

State Farm



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road
Bloomington, IL 61709-0001

Named Insured

AT2

L-16-3952-FAF8 F V

002633 3125

KESWICK COMMONS CONDOMINIUM
ASSOCIATION
PO BOX 28249
COLUMBUS OH 43228-0249

**RENEWAL DECLARATIONS**

Policy Number 95-BL-T223-3

Policy Period 12 Months **Effective Date** AUG 27 2015 **Expiration Date** AUG 27 2016

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address

HOY INS AND FIN SVCS INC
5806 ZARLEY ST STE A
NEW ALBANY OH 43054-9700

PHONE: (614) 855-5599
(614) 855-5597

0107-ST-0001

Residential Community Association Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: CONDOMINIUM ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

RECEIVED JUL 20 2015

POLICY PREMIUM

\$ 23,607.00

Discounts Applied:
Renewal Year
Protective Devices
Age of Building
Multiple Unit
Claim Record

Prepared
JUL 13 2015
CMP-4000

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Page 1 of 9

530-686 a.2 05-31-2011 (013231)

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
 Policy Number 95-BL-T223-3

SECTION I - PROPERTY BLANKET

Coverage A - Buildings
 Coverage B - Business Personal Property

Limit of Insurance*
 \$ 22,747,500
 No Coverage

Location Number	Location of Described Premises
001	1-16 KESWICK COMMONS NEW ALBANY OH 43054
002	17-25 KESWICK COMMONS NEW ALBANY OH 43054-8231
003	37-40 OGDEN WOODS NEW ALBANY OH 43054
004	41-44 OGDEN WOODS NEW ALBANY OH 43054-7158
005	29-32 KESWICK DR NEW ALBANY OH 43054-8075
006	33-36 KESWICK DR NEW ALBANY OH 43054-8075
007	26-28 KESWICK DR NEW ALBANY OH 43054-8076

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3



0207-ST-0001

AUXILIARY STRUCTURES

Location Number	Description
001A	Storage, Equipment, or Laundry
001B	Fence, walls, etc.
001C	Fence, walls, etc.
002A	Storage, Equipment, or Laundry
002B	Fence, walls, etc.
002C	Fence, walls, etc.
003A	Fence, walls, etc.
003B	Fence, walls, etc.
004A	Fence, walls, etc.
004B	Fence, walls, etc.
005A	Fence, walls, etc.
005B	Fence, walls, etc.
006A	Fence, walls, etc.
006B	Fence, walls, etc.
007A	Fence, walls, etc.
007B	Fence, walls, etc.

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

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JUL 13 2015
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Page 3 of 9

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 158.9

SECTION I - DEDUCTIBLES

Basic Deductible \$7,000

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$2,500		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3



0307-ST-0001

Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000

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Page 5 of 9

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$100,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$5,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
 AGGREGATE LIMITS	 LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$10,000,000



RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

General Aggregate

\$10,000,000



Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

0407-ST--0001

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999.2	*Terrorism Insurance Coverage
CMP-4235	Amendatory Endorsement
CMP-4829	Guaranteed Replacement Cost
CMP-4830	Interior Building Damage
CMP-4786	Addl Insd Owners Lessee Sched
CMP-4550	Residential Community Assoc
CMP-4746	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705	Loss of Income & Extra Expnse
FD-6007	Inland Marine Attach Dec
	* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4786
Loan Number: N/A

CONDO MANAGEMENT OF COLUMBUS
PO BOX 28249
COLUMBUS OH 432280249

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Page 7 of 9

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Edward D. Rust Jr.
President

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

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JUL 13 2015
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

0507-ST--0001

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JUL 13 2015
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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS
2702 Ireland Grove Road
Bloomington, IL 61709-0001

INLAND MARINE ATTACHING DECLARATIONS

Policy Number 95-BL-T223-3

Policy Period	Effective Date	Expiration Date
12 Months	AUG 27 2015	AUG 27 2016

The policy period begins and ends at 12:01 am standard time at the premises location.

L-16-3952-FAF8 F V

Named Insured



KESWICK COMMONS CONDOMINIUM
ASSOCIATION
PO BOX 28249
COLUMBUS OH 43228-0249

0607-ST-0001

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739	Inland Marine Conditions
FE-8743	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

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JUL 13 2015
FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743	Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 10,000		Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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JUL 13 2015
FD-6007

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.2



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road
Bloomington, IL 61709-0001

Named Insured

AT2

M-16-3952-FAF8 F V

001748 3125

KESWICK COMMONS CONDOMINIUM
ASSOCIATION
PO BOX 28249
COLUMBUS OH 43228-0249



RENEWAL DECLARATIONS

Policy Number 95-BL-T223-3

Policy Period	Effective Date	Expiration Date
12 Months	AUG 27 2016	AUG 27 2017
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
HOY INS AND FIN SVCS INC
5806 ZARLEY ST STE A
NEW ALBANY OH 43054-9700

PHONE: (614) 855-5599
(614) 855-5597

Residential Community Association Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: CONDOMINIUM ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 21,164.00

Discounts Applied:
Renewal Year
Protective Devices
Age of Building
Multiple Unit
Claim Record

Prepared
AUG 11 2016
CMP-4000

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Page 1 of 9

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530-586 a.2 05-31-2011 (c)163231c

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

SECTION I - PROPERTY BLANKET

Coverage A - Buildings
Coverage B - Business Personal Property

Limit of Insurance*
\$ 23,296,700
No Coverage

Location Number	Location of Described Premises
001	1-16 KESWICK COMMONS NEW ALBANY OH 43054
002	17-25 KESWICK COMMONS NEW ALBANY OH 43054-8231
003	37-40 OGDEN WOODS NEW ALBANY OH 43054
004	41-44 OGDEN WOODS NEW ALBANY OH 43054-7158
005	29-32 KESWICK DR NEW ALBANY OH 43054-8075
006	33-36 KESWICK DR NEW ALBANY OH 43054-8075
007	26-28 KESWICK DR NEW ALBANY OH 43054-8076

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Page 2 of 9



RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3



0207-ST-0001

AUXILIARY STRUCTURES

Location Number	Description
001A	Storage, Equipment, or Laundry
001B	Fence, walls, etc.
001C	Fence, walls, etc.
002A	Storage, Equipment, or Laundry
002B	Fence, walls, etc.
002C	Fence, walls, etc.
003A	Fence, walls, etc.
003B	Fence, walls, etc.
004A	Fence, walls, etc.
004B	Fence, walls, etc.
005A	Fence, walls, etc.
005B	Fence, walls, etc.
006A	Fence, walls, etc.
006B	Fence, walls, etc.
007A	Fence, walls, etc.
007B	Fence, walls, etc.

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

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AUG 11 2016
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Page 3 of 9

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 162.7

SECTION I - DEDUCTIBLES

Basic Deductible \$20,000

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$2,500		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included

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Continued on Next Page

Page 4 of 9



RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000

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AUG 11 2016
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Page 5 of 9

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$100,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$5,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$10,000,000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

General Aggregate

\$10,000,000



Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-3650	*Actual Cash Value Endorsement
FE-6999.2	*Terrorism Insurance Coverage
CMP-4235	Amendatory Endorsement
CMP-4829	Guaranteed Replacement Cost
CMP-4830	Interior Building Damage
CMP-4786	Addl Insd Owners Lessee Sched
CMP-4550	Residential Community Assoc
CMP-4746	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705	Loss of Income & Extra Expnse
FD-6007	Inland Marine Attach Dec
	* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4786
Loan Number: N/A

CONDO MANAGEMENT OF COLUMBUS
PO BOX 28249
COLUMBUS OH 432280249

Prepared
AUG 11 2016
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Michael J. Lymon
President

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Prepared
AUG 11 2016
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for KESWICK COMMONS CONDOMINIUM
Policy Number 95-BL-T223-3

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared
AUG 11 2016
CMP-4000

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road
Bloomington, IL 61709-0001

INLAND MARINE ATTACHING DECLARATIONS

Policy Number 95-BL-T223-3

Policy Period	Effective Date	Expiration Date
12 Months	AUG 27 2016	AUG 27 2017
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-16-3952-FAF8 F V

Named Insured

KESWICK COMMONS CONDOMINIUM
ASSOCIATION
PO BOX 28249
COLUMBUS OH 43228-0249



0607-ST-0001

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739	Inland Marine Conditions
FE-8743	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
AUG 11 2016
FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE**ATTACHING INLAND MARINE**

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743	Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 10,000		Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
AUG 11 2016
FD-6007

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IMPORTANT NOTICE

Effective with this policy term, FE-3650 ACTUAL CASH VALUE ENDORSEMENT is added to your policy.

This endorsement describes what the term "actual cash value" means where used in the policy. However, this endorsement does not change any replacement cost coverage that exists in the policy.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

- This endorsement defines "actual cash value" to mean the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. All components of this estimated cost, such as materials, labor, overhead, and profit, are subject to depreciation. The depreciation deduction may include such considerations as age, condition, reduction in useful life, obsolescence, and any pre-loss damage including wear, tear, or deterioration.

Endorsement FE-3650 follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

FE-3650 ACTUAL CASH VALUE ENDORSEMENT

The following is added to any provision which uses the term "actual cash value":

Actual cash value means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, all components of this estimated cost including, but not limited to:

1. materials, including any tax;
2. labor, including any tax; and
3. overhead and profit;

are subject to depreciation.

The depreciation deduction may include such considerations as:

1. age;
2. condition;
3. reduction in useful life;
4. obsolescence; and
5. any pre-loss damage including wear, tear, or deterioration;

of the damaged part of the property.

All other policy provisions apply.

FE-3650

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(CONTINUED)

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.2

StateFarm

**State Farm Fire and Casualty Company**

A Stock Company With Home Offices in Bloomington, Illinois

2702 Ireland Grove Road
Bloomington, IL 61709-0001**Named Insured**

AT1

000126 3317

9L-16-3952-FAF8 F M

KESWICK COMMONS CONDOMINIUM**ASSOCIATION****PO BOX 28249****COLUMBUS OH 43228-0249**

Entity: CONDOMINIUM ASSOCIATION

RENEWAL DECLARATIONS**Policy Number 95-BL-X687-1**

Policy Period	Effective Date	Expiration Date
12 Months	AUG 27 2016	AUG 27 2017

The policy period begins and ends at 12:01 am standard time at your mailing address as shown.

COMMERCIAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 5,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 5,000,000
Self-Insured Retention	\$ 10,000

Required Underlying Insurance Schedule

Coverage	Minimum Underlying Limits
Business Liability	
Bodily Injury (Per Occurrence)	\$ 500,000
Bodily Injury (Annual Aggregate)	\$ 1,000,000
Property Damage (Per Occurrence and Annual Aggregate)	\$ 100,000
--or--	
Bodily Injury and Property Damage (Per Occurrence)	\$ 500,000
Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
Employers Non-Owned Auto Liability	
Bodily Injury and Property Damage (Each Occurrence)	\$ 500,000
Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
--or--	
Bodily Injury (Each Person/Each Accident)	\$ 500,000 / \$ 500,000
Property Damage (Each Accident)	\$ 100,000
--or--	
Bodily Injury and Property Damage (Each Accident)	\$ 500,000

Forms & Endorsements

Commercial Umb Coverage Form
 *Terrorism Insurance Coverage
 Amendatory Endorsement
 Exclusion - Lead Poisoning
 Amendment of Who Is an Insured

CU-2100
 FE-6999.2
 CU-2235
 CU-2339
 CU-2384

Policy Premium \$ 1,045.00

* New Form Attached

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000

Prepared
AUG 17 2016

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HOY INS AND FIN SVCS INC
 (614) 855-5599

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555-930.2 (01/29/10) 11-20-2008

Continued from Front

Coverage	Required Underlying Insurance Schedule	Minimum Underlying Limits
Hired Auto Liability	Bodily Injury and Property Damage (Each Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	\$ 500,000 / \$ 500,000
	Property Damage (Each Accident)	\$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	\$ 500,000

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Michael J. Tignor
President



In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE



ST-0202-0001

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

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FE-6999.2

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KESWICK - 2016 BUDGET

Operating Budget showing Income and Expense categories (including Reserve Contributions) and Condo Fees

FINAL	2015		2016	Notes
	Budget	Projected as of 11/30/15	Budget	

INCOME

Homeowner Fees Assessed	190,080	190,080	213,312	Homeowner fees calculated on the basis of Expenses minus Income other than Homeowner Fees.
Uncollected Fees	-	-	-	Amount less than Homeowner Fees Assessed expected to be received, due to delinquent owners.
Late Fees	-	325	-	Assessment to encourage timely payment of fees.
Enforcement Assessments	-	-	-	Rules compliance assessments based on historical data.
Reimbursed Water	-	-	-	Moved to expenses
Other Income	-	-	-	Any income that does not fit in any of the above categories. None expected.
Total Income	190,080	190,405	213,312	

EXPENSES

Accounting	215	220	220	Preparation of tax return.
Bank Charge	-	-	-	No bank charges expected.
Exterminating	500	564	500	Cost for pest control, based on historical data.
Income Tax	-	-	-	Taxes paid on interest income. None expected.
Insurance	21,500	24,154	25,800	Cost to insure the common elements.
Irrigation	3,000	4,021	3,000	Cost to set up, run, shut down, and winterize the irrigation system.
Landscape Improvements	15,000	5,101	10,000	Tree and shrub replacements.
Lawn Care	31,000	34,194	32,000	Cost of lawn care services.
Legal	600	2,330	1,000	Attorney service option, collection activity, and amendments to the governing documents.
Management	14,220	14,220	14,220	Professional Property Management.
Office	800	1,280	900	Postage, copies, office supplies.
Repairs	44,645	43,474	44,404	Repairs and preventative maintenance to the Common Elements.
Snow Removal	15,000	18,802	15,000	Cost to plow snow and spread ice melt.
Water & Sewer	4,000	3,987	2,500	Costs for common area water usage and reimbursements
Total Operating Expenses	150,480	152,347	149,544	
Reserve Transfers	39,600	38,058	63,768	Amount mandated by Reserve Study + \$21,000 to replenish reserves over next 4 years.
Total	190,080	190,405	213,312	

FEES

Per Unit Per Month	\$360	\$404	Increase: 12.2%, \$44
# Units	44	44	
Total Assessed In Year	\$190,080	\$213,312	\$1 per unit per month = \$528



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Robert G. Montgomery
Franklin County Recorder

AMENDMENTS TO THE
DECLARATION AND BYLAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
KESWICK CONDOMINIUM

TRANSFER
NOT NECESSARY

MAR 10 2009

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR KESWICK CONDOMINIUM RECORDED AT
INSTRUMENT NO. 200312010381879 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
KESWICK CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Keswick Condominium (the "Declaration") and the Bylaws of Keswick Condominium Association (the "Bylaws"), attached to and made a part of to the Declaration, were recorded at Franklin County Records Instrument No. 200312010381879, and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Keswick Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Keswick Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) DELETE DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE," in its entirety. Said deletion is to be made on Page 7 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879.

INSERT a new DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE." Said addition, to be made on Page 7 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

ARTICLE VIII

AGENT FOR SERVICE

The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

- (4) INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE XX, SECTION 2, entitled "Actions." Said new addition, to be added on Page 21 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

- (5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(d). Said new addition, to be added on Page 15 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

- (6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(j), entitled "Renting and Leasing." Said new addition, to be added on Page 4 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(a) Said new addition, to be added on Page 15 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new PARAGRAPH (l) to DECLARATION ARTICLE XV, SECTION 5. Said new addition, to be added on Page 16 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

(l) In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the right of the occupants to use the recreational facilities.

(9) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(c), entitled "Special Individual Unit Assessments." Said new addition, to be added on Page 15 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(10) INSERT a new DECLARATION ARTICLE III, SECTION 2(r), entitled "Owner/Resident Information." Said new addition, to be added on Page 5 of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

(r) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title

transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(11) INSERT a new PARAGRAPH (n) to BYLAWS ARTICLE IV, SECTION 13, entitled "Powers and Authority." Said new addition to be added on Page d of the Bylaws, attached to and made a part of the Declaration, as recorded at Franklin County Records, Instrument No. 200312010381879, is as follows:

(n) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

- (1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
- (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (4) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(12) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Keswick Condominium Association has caused the execution of this instrument this 17 day of February, 2009.

KESWICK CONDOMINIUM ASSOCIATION

By: Nancy James
NANCY JAMES, its President

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Keswick Condominium Association, by Nancy James, its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Columbus, Ohio, this 17th day of February, 2009.

Norma Jean Flesher
NOTARY PUBLIC **NORMA JEAN FLESHER**
 NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
 MY COMMISSION EXPIRES ~~2010~~ Feb. 22, 2010

This instrument prepared by:
KAMAN & CUSIMANO, LLC., Attorneys at Law
338 South High Street, #112
Columbus, Ohio 43215
(614) 255-2035

BYLAWS
(Code of Regulations)
OF
KESWICK CONDOMINIUM ASSOCIATION

BYLAWS INDEX

	<u>PAGE</u>
NAME AND LOCATION (ARTICLE I)	a
DEFINITIONS (ARTICLE II)	a
UNIT OWNERS (MEMBERS) (ARTICLE III)	a
Composition (Section 1)	a
Annual Meetings (Section 2)	a
Special Meetings (Section 3)	a
Notice of Meetings (Section 4)	a
Conduct of Meetings (Section 5)	a
Quorum; Adjournment (Section 6)	a
Voting Rights (Section 7)	a
Voting Power (Section 8)	b
Proxies (Section 9)	b
Action in Writing Without Meeting (Section 10)	b
BOARD OF DIRECTORS: (BOARD OF MANAGERS) (ARTICLE IV)	b
Initial Directors (Section 1)	b
Successor Directors (Section 2)	b
Removal (Section 3)	b
Qualification (Section 4)	b
Nomination (Section 5)	b
Election (Section 6)	c
Compensation (Section 7)	c
Regular Meetings (Section 8)	c
Special Meetings (Section 9)	c
Quorum (Section 10)	c
Voting Power (Section 11)	c
Action in Writing Without Meeting (Section 12)	c
Powers and Authority (Section 13)	c
Duties (Section 14)	d
Delegation of Authority; Management; Contracts (Section 15)	d
OFFICERS (ARTICLE V)	d
Enumeration of Officers (Section 1)	d
Selection and Term (Section 2)	e
Special Appointments (Section 3)	e
Resignation and Removal (Section 4)	e
Duties (Section 5)	e
COMMITTEES (ARTICLE VI)	e
BOOKS AND RECORDS (ARTICLE VII)	e
AUDITS (ARTICLE VIII)	e
FISCAL YEAR (ARTICLE IX)	f
AMENDMENTS (ARTICLE X)	f

BYLAWS
(Code of Regulations)
OF
KESWICK CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Keswick Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Keswick Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Directors (Board of Managers) of the Association shall be at such place in Franklin County 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 Condominium, ("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 second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, 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 five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon.

Section 5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Voting Rights. One vote upon which Unit Owners are entitled to vote is allocated to each Unit, exercisable as the Owners of the undivided fee simple interests in that Unit may from time to time determine. If the Owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Unit

to cast a vote with respect to that Unit if assessments with respect to that Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 8. 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 9. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 10. 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 or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS: (BOARD OF MANAGERS)

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

Section 2. Successor Directors. No later than the time that eighteen (18) Units have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit Owners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) thirty (30) days after the sale and conveyance, to purchasers in good faith and for value, of one hundred fifty-four (54) Units, the Association shall meet and all Unit Owners, including the Declarant, shall elect three Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the three Directors shall be staggered so that the term of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the Director whose term then expires shall be elected to serve a three-year term. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. 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. In addition, notwithstanding any requirement as to maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto, to have the Unit Owners elect Directors and for Declarant to turnover the functions of operation of the Association to those elected 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 the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or co-owner of a Unit, the spouse of a Unit Owner or co-owner of a Unit, or a designated officer of an entity that is a Unit Owner, and such Unit Owner or co-owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

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

The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. 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 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

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

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

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

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

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements

and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

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

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan;

(l) do all things and take all actions permitted or required to be taken by the Association by pursuant to the provisions of the Existing Restrictions described in Article III, Section 2(g) of the Declaration, and

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

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

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

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

(c) cause an annual budget to be prepared;

(d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, provided, the Association shall not be required to provide to Unit Owners documents, materials, and information, the disclosure of which the Board in good faith determines would be inimical to the best interests of the Association and other Unit Owners. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

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

(a) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners within a reasonable time after request;

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

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

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

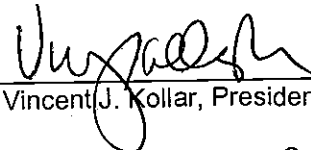
AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 21 day of November, 2003.

MARKET STREET SOUTH, LLC,
an Ohio limited liability company,

By: Duffy Communities, LLC,
an Ohio limited liability company,
its duly authorized member

By 

Vincent J. Kollar, President

Sole Member

KESWICK CONDOMINIUM ASSOCIATION

Handbook of Rules & Regulations

2011

KESWICK CONDOMINIUM ASSOCIATION HANDBOOK OF RULES & REGULATIONS

This handbook was revised and prepared in February 2011 by the Board of Directors of the Keswick Condominium Association to serve as a reference source of general information about the community, the Rules & Regulations by which we shall all live, and the governance of the Association. This is not a substitute for the Declaration & Bylaws, which should be read and understood by every Unit Owner. In the event of a conflict between the Rules & Regulations, as defined in this handbook, and the Declaration & Bylaws, the Declaration & Bylaws are the controlling documents.

INTRODUCTION

The Keswick Condominium Association includes forty-four condominium units in seven buildings with two utility buildings. The condominiums are situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being out of Lot 7 of that subdivision entitled "New Albany Country Club Section 19."

Since December 10, 2003, the Keswick Condominium Association has been guided by various legal documents; these documents and good neighbors are the foundation upon which the Association has been able to attain and sustain a very desirable community in which to live.

The Rules & Regulations Handbook is intended to provide pertinent information easily accessible by owners and non-owner residents. It is a brief synopsis of the Association's Declaration & Bylaws, recorded in the Office of Franklin County Auditor Joseph W. Testa on December 1, 2003, and amended on March 10, 2009. The Rules & Regulations Handbook will provide a quick and easy reference on important matters that affect the operation of and living at Keswick Condominiums.

Should there be a conflict between the Rules & Regulations Handbook and the Declaration & Bylaws, the Declaration & Bylaws shall govern.

We believe you will find these Rules & Regulations reasonable and trust that you will cooperate by upholding them. Life in a condominium community is different from life in a private home. One of the most important principles that you will recognize as a condominium resident is your responsibility to observe the Rules & Regulations designed to maintain the quality of life in the community.

Any inquiries or concerns should be directed to our property management agent (see page 4.)

The Board of Directors

TABLE OF CONTENTS

The Board and the Association	1
The Board of Directors; The Association; Association Board Meetings; Conducting Board Meetings; Condominium Declaration & Bylaws; Purpose of Rules & Regulations; Committees; Dispute Resolution	
Property Management Company	4
Company information; Assigned Property Manager	
Important Telephone Numbers	5
Emergency and other useful local phone numbers	
Interior Maintenance and Emergency Responsibility	6
Financial Matters	7
Association Dues; Returned Checks (NSF); Delinquency Policy, Association Insurance; Homeowners Insurance Coverage; Insurance Disclaimer; Claims; Homeowner Responsibility for Utilities	
Common Elements and Limited Common Elements	9
Meaning of the Common Elements; Meaning of the Limited Common Elements; Purpose of the Common Elements; Environment of the Common Elements	
Buildings and Grounds	10
Flags; Personal Property; Signs; Holiday and Seasonal Decorations; Flowers, Trees and Shrubs; Electronics and Technology; Modifications, Alterations, and Maintenance; Personal Activities	
Pets	14
Vehicle Parking	15
Tenancy	16
Moving; Leasing of a Condominium	
Appendix	19
Comment, Complaint, or Violation Form; Real Estate Sign Specifications; Request for Modification to Property Exterior Form; Request to Inspect Records Form (Parts I, II, and III)	

THE BOARD AND THE ASSOCIATION

The Board of Directors

The Board is comprised of Unit Owners, who are considered members of the Association. The membership of the Association elects three owners to serve a term of three years; the terms are staggered to allow for continuity. Each year one Unit Owner will be elected at the Annual Meeting held in June.

The Association

The Board of Directors governs the day-to-day decisions for the Association. An excerpt from The Kaman Report, 2007, page 3, defines what an association is and what it is not:

There are many forms of governance that are *not* applicable to a community association. As an example, some owners think they have bought into a democracy in which they are entitled to vote on everything. A community association is *not* a democracy. Some owners think they have bought into a social organization where owners sit around, drinking scotch, and make casual decisions. A community association is *not* a social organization. Many owners have belonged to a civic organization or to a union. These owners may believe that the community association is similarly run. They may believe that a board makes a recommendation to the members, such as on an annual budget, and the members vote for or against the budget. A community association is *not* a civic organization or union. Remember all board members are elected, not anointed.

A community association *is* a business. Virtually every association is subject to a corporate form of governance. An owner has the primary right of attending the Annual Meeting at which the election of the association's governing board takes place.

Association Board Meetings

The Board meets no less than quarterly, to review the Association's finances and operations. At least one Annual Meeting of the Association membership will be called in the second calendar quarter of each year, with a minimum of five days' advance notice. Special meetings of the Association may also be called as warranted.

The date of the next quarterly Board meeting will be distributed to every owner in the newsletter as will a summary of the minutes from the previous quarterly Board meeting. Full minutes are available upon request.

Quarterly Board meetings are open to all members of the Association and those homeowners are invited to listen to the business of the Board. If there is a need for confidentiality the Board may elect to go into an Executive Session, at which point the attending Association membership will be asked to vacate.

Conducting Board Meetings

The Board will conduct meetings based on an agenda which covers the vital business of the Keswick Condominium Association. The Board and management company alone will participate. However, an agenda item is included during each quarterly board meeting for homeowner comments and discussion during which the attending membership may speak briefly or give feedback on relevant issues. New issues may not be acted upon immediately by the Board of Directors, but may be tabled for future discussion, follow up, or a vote.

Condominium Declaration & Bylaws

Every Unit Owner should have received a copy of the Condominium Declaration & Bylaws at or before the closing on his or her Unit. These documents are the basis by which a common plan of governance for the community was created and provides the Rules and Regulations by which the Association will operate. It is the duty of each Unit Owner to become familiar with these operating documents.

Purpose of Rules & Regulations

The purpose of the Rules & Regulations of the Keswick Condominium Association is to establish rules that will preserve our assets, control operating and maintenance costs, and provide for a harmonious living environment. The condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community and it is to this end that the Board, pursuant to the Declaration & Bylaws, adopted many of these Rules & Regulations. The Board may amend the Rules & Regulations as conditions change. Such change will prompt a revision to this handbook and will be issued to each Unit Owner.

Committees

Committees may be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will serve on committees as appointed by the Board of Directors, with one committee member being designated as committee chairperson. All Unit Owners are encouraged to be actively involved in their community and to volunteer for committee appointment or help with special projects.

Dispute Resolution

Residents who have problems with those who do not follow the Rules & Regulations are encouraged to try to resolve the issues informally.

Any Unit Owner or other resident who feels that a rule has been violated may file a formal complaint with the property management agent, (see “Property Management Company” for contact information.) A form is provided in the Appendix of this handbook.

The anonymity of the complainant will be protected. Once the complaint is received, the management company and the Board will review the complaint and, if warranted and at the discretion of the Board, will send a violation letter to the offender and all Board members. The management company will send the resident a copy of the section of the Handbook titled Dispute Resolution. The owner or resident has ten days to respond to the letter.

The recipient of the letter has the following options:

1. Comply with the Handbook and notify the management company of the corrective action. If the management company does not receive notification, it will inform the Board.
2. Write a letter to the Board that explains why the ten-day period is insufficient. The resident must propose another date and explain the necessity for the delay. Once the Board receives this letter, it may decide to grant the delay or instruct the resident to comply with the rules within ten days.
3. Write a letter to the Board disputing the legitimacy of the complaint. The Board will rule on this, and if the complaint is found to be illegitimate, the issue is resolved.
4. Refuse to comply. If the resident does not comply within the allotted time period and does not write a letter to the Board requesting additional time or questioning the complaint, the Board may engage someone to perform the work necessary and bill the resident for any and all costs associated with the resolution of the issue.

PROPERTY MANAGEMENT COMPANY

Condo Management of Columbus

The property management company retained by the Board of Directors for the Keswick Condominium Association.

Condo Management of Columbus
P.O. Box 28249
Columbus, Ohio 43228
Office telephone: (614) 488-7711
Office fax: (614) 488-7707
Website: www.condocolumbus.com

Assigned Property Manager

Cindy Mild
Direct telephone: (614) 488-7711 Ext. 7#
Email: cindy@condocolumbus.com

IMPORTANT TELEPHONE NUMBERS

Emergency Police/Fire Departments

911

Village Police Department

(614) 855-7544

Village Fire Department (Plain Township)

(614) 855-7370

Columbus Health Department

(614) 645-8191

City of Columbus Water Department

(614) 645-8270

Columbia Gas (Emergency)

(800) 282-0157

American Electric Power (Emergency)

(800) 277-2177

New Albany Urgent Care

(614) 939-9100

Village of New Albany

(614) 855-3913

New Albany Schools, Administration Office

(614) 855-2040

New Albany Chamber of Commerce

(614) 855-4400

Columbus Library, New Albany Branch

(614) 645-2275

INTERIOR MAINTENANCE AND EMERGENCY RESPONSIBILITY

All interior maintenance, including that which is an emergency in nature, is the responsibility of the Unit Owner. If property management dispatches a maintenance technician to address an interior emergency maintenance item, the cost of the service call and maintenance is the responsibility of the Unit Owner.

FINANCIAL MATTERS

Association Dues

Association Dues are payable to Keswick Condominium Association on the first of each month. Provided coupons should be utilized when paying Association Dues by check. Automatic electronic transfer of monthly dues can be arranged through the property management company or an owner may use his preferred banking method

A late charge of \$25 will be added to any account delinquent after the 10th of the month (payment received or postmarked after the 10th). Any payments made shall be applied in the following order:

1. Interest owed to the Association
2. Administrative late fees owed to the Association
3. Collection cost, attorneys' fees, and paralegal fees incurred by the Association
4. Principal amounts the Unit Owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.

Returned Checks (NSF)

In the event any check is returned for non-sufficient funds:

1. The check shall be charged back to the individual account.
2. A \$30 handling fee payable to the Association will be charged back to the Unit Owner.
3. The check will be held until a replacement check has been cleared for payment.

Collection Policy

Upon the eleventh (11th) day of the month, the property management company sends a delinquent notice to the Unit Owner and the Unit Owner's account is assessed a \$25 late charge.

A lien will be automatically filed when an account becomes one hundred and twenty (120) days delinquent. The delinquent Unit Owner's account is charged the cost of filing the lien (see Declaration, Article XV, Section 5(d).)

A lien or foreclosure action may be taken at the Board's sole discretion when fees are in arrears. If a foreclosure is initiated, all costs, including attorneys' fees, are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement (see Declaration, Article XV, Section 5(h).)

All fee payments made to a Unit Owner's account after that account becomes delinquent will be applied to the oldest outstanding balance. Late charges will continue to be assessed on the outstanding balance until the account is current.

The Unit Owner's voting privileges will be suspended until such time as the account becomes current.

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

Association Insurance

The Association will maintain appropriate levels of insurance in accordance with the Declaration. The policy covers the basic structure of the condominium units as well as the Common Elements of the community. A copy of the policy can be obtained upon request from the property management company for the cost of copying and postage.

Homeowner's Insurance Coverage

Unit Owners should consider obtaining individual homeowner's insurance, which would provide coverage for the interior structure and personal contents as well as any and all additions, improvements, betterments, and upgrades to the Unit.

Insurance Disclaimer

The above is provided solely for informational overview purposes. A Unit Owner is responsible for and is encouraged to determine his individual homeowner's insurance requirements upon consultation with a qualified insurance expert. To assist in that endeavor, a copy of the Association's insurance policy is available from the property management company.

Claims

Claims made against the master policy must be filed by the Board.

Homeowner Responsibility for Utilities

Each Unit Owner is responsible for utility services separately metered or separately charged by the utility company to that Unit; this includes gas, electricity, and water. All other utility costs, including Common Element irrigation, shall be common expenses and paid by the Association through the collection of monthly dues (see "Association Dues.")

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Meaning of the Common Elements

Common Elements is all the condominium property, except that which is defined to be the Unit. Fences are part of the Common Element.

Meaning of the Limited Common Elements

Those portions of the Common Elements that serve one Unit and whose use, benefit, and enjoyment are reserved for the lawful occupants of that Unit. They include the front porch, rear porch, and driveway. They do not include the fences.

Purpose of the Common Elements

The Common Element is for the sole and exclusive use, benefit, and enjoyment of the residents for the purpose and manner in which such elements are ordinarily used. All Unit Owners jointly own the Common Elements, including the Limited Common Element. No one shall use the Common Element or Limited Common Element in such manner as to disturb others.

Environment of the Common Elements

Each Unit Owner should report in writing to the management company the need for any repairs to Common Elements that are the obligation of the Association to maintain.

Any damage to the Common Elements caused by an owner or occupants, including tenants or guests of an owner, shall be repaired or replaced at the expense of the Unit Owner.

Noise or nuisance that distracts or disturbs others is prohibited.

Unit Owners and occupants are prohibited from giving work instructions to an Association contractor, e.g., landscaper, snow plower. This requirement is not intended to reduce or refuse service; it is an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests should be submitted to the management company.

Disposing of hazardous, flammable, or volatile materials into the Common Elements or storm sewers is prohibited.

BUILDINGS AND GROUNDS

Flags

- The American flag may be flown or displayed at any time following normal flag protocol. Flags must be in good condition and be no more than 3 ft. x 5 ft.
- School and team flags can only be flown on game days. Flags must be in good condition and be no more than 3 ft. x 5 ft.
- Flag holders can only be installed on the front yard light post and are not permitted to be installed on any siding (wood, Hardiplank, or brick). Any damage resulting from inappropriate installation such as hole drilling which permits water to enter the flagpole causing wood damage, either immediately or in the future, is the responsibility of the homeowner.

Personal Property

- Wind chimes are permitted in the rear patio Limited Common Element only with the consent of the homeowner's immediate neighbors.
- Statues, statuettes, bird feeders, birdbaths, lawn ornaments, and decorative art are permitted without permission only in the fenced, back patio Limited Common Elements. Written permission for placement in end-unit open-back patios must be sought from the Board of Directors. The management company will facilitate any application.
- No lawn or yard ornaments are permitted in or on the Common Element.
- Furniture is not allowed on the front porch.
- Seasonal front door and front porch decorations, outside of holiday periods, are permitted, but should be or have the appearance of natural materials.
- Doormats with rubber backings are prohibited on the front steps primarily because dampness and water damage to those steps may be caused.
- Laundry, towels and swimsuits, or rugs shall not be hung anywhere on the property including, but not limited to, the back patio area, porches, or fences. Clotheslines of any kind are prohibited.
- All personal property, such as lawn chairs, bicycles, tables, chairs, etc., must be kept within the Limited Common Element patio or the garage. The Board respectfully asks those owners of end units where the patio is open to consider storage in their garage.
- Storage of any items in the Common Elements is prohibited.
- Landscape lights are only to be installed in the rear patio element of each Unit with Board approval. Lights must be no greater than 24 inches high and must be of sufficiently low intensity so that the adjacent neighbors are not disturbed. Applications should be made to the Board through the management company.
- The Unit Owner assumes all responsibility for landscape light installation and maintenance. Should lights be damaged in the normal course of property management, through lawn mowing or any other maintenance activity, the Unit Owner is responsible for the repair or replacement of the damaged lights.

- Unit Owners shall not cause or permit anything to be hung or displayed on the inside of windows except inoffensive drapes, curtains, blinds, and louvers and items as expressly noted elsewhere in this handbook.
- Unit Owners should make use of garbage and recycling bins and not put out garbage bags for collection. Bins should be removed promptly after collection. Garbage bins can be purchased directly from the Keswick trash contractor, Rumpke, or purchased from any local hardware store. Recycling bins are available at the Village Hall.

Signs

- One professionally manufactured exterior For Sale sign is allowed of the standard defined by the Keswick Condominium Association and approved by the New Albany Country Club Communities. Signs can be ordered through any real estate agent or directly from a sign manufacturer familiar with New Albany (see Appendix.)
- Open House directional signs are allowed during the event period only.
- Security system signs may be displayed in the front garden bed closest to the front door and the rear garden bed closest to the back gate. Alternatively, a decal may be placed in one front and one rear window.
- Political signs are not allowed
- No personal or other signs are allowed (team, school, etc.).

Holiday Decorations

- Holiday decorations may be displayed no more than thirty (30) days before any holiday and must be removed within fifteen (15) days after the holiday.
- Decorations can only be used, without permission, in or on Limited Common Elements and front porches and steps.
- Decoration is allowed only with prior approval of the Board of Directors in or on the Common Elements. A written request with clear plans must be submitted at least thirty (30) days in advance of potential installation.
- A display of simple white lights are the only acceptable illuminated decorations.
- Front door decorations, such as a wreath or other door hanging, are acceptable for holidays and should be or have the appearance of natural materials. Decorations must not be permanently attached.
- Decorations should not cause any permanent damage to the Limited Common Element. Any repairs resulting from installation damage will be the responsibility of the homeowner.

Flowers, Trees, and Shrubs

- Owners should not plant any flowers in the Common Elements.
- Plantings should not interfere with the maintenance of any property, including fences and dividing walls, for which the Association is responsible.

- A removable trellis structure should be used for vines or any climbing plants in the rear patio to prevent damage to and allow maintenance of fences. Any damage caused during installation is the responsibility of the owner.
- Prior written approval is required before a Unit Owner makes significant modifications to the Limited Common Element patio area. Non-owner residents should work through the Unit Owner. (See, “Modifications, Alterations, and Maintenance.”)
- Planters and flower boxes of traditional materials, or giving the appearance of traditional materials, such as stone or cast iron, are permitted on the front porch, front steps, or immediately in front of steps.
- Planters and flower boxes are prohibited on driveways, in alleys, and on common walkways.
- At the end of the season planters and flower boxes must be removed from view.
- Shepard hooks will only be permitted in the rear patio Limited Common Element.

Electronics and Technology

- Satellite dish installation must have prior written approval from the Board of Directors. Approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all Village of New Albany Codes and Regulations and those codes and regulations of other agencies governing such installation, including but not limited to the FCC, the building department, the utility company, and manufacturer guidelines. The Unit Owner is still required to obtain any and all permits, such as a building permit, required by law. The management company will facilitate applications to the Board.
- Satellite dishes shall be as small as possible but in no case larger than 39.4 inches (one meter) in diameter and shall not be affixed to or placed upon any exterior wall, roof, or in the Common Elements unless approved by the Board in writing. Dish installation shall be of quality construction and must conform to all applicable building codes and manufacturer’s specifications. The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building. Any variation in installation from that represented in the original application for dish installation must be resubmitted in writing for additional approval.
- The Unit Owner is responsible for any damage to the exterior of the building caused by the dish installation process. If any existing landscape or utilities are damaged or destroyed during any phase of installation, the Unit Owner shall, at his expense, replace or repair, or have replaced or repaired, such damage. The Unit Owner is responsible for any damage resulting from dish removal.
- Dish maintenance and repair are the responsibility of the Unit Owner. The Unit Owner is also responsible for any additional Unit maintenance and/or repair costs incurred as a result of dish maintenance or repair.
- No radio or television antennas should be affixed to or placed upon the exterior walls or roof of any part of the buildings without the prior written consent of the

Board. All criteria that apply to satellite dishes also apply to radio and television antennas. The management company will facilitate Board approval.

Modifications, Alterations, and Maintenance

- Board approval is required for any modification or alteration to the Common Element or Limited Common Element. The Unit Owner should submit complete plans for any modification or alteration through the management company. Plans should include specifications of the specific nature of the project including but not limited to kind, shape, height, materials, color, location, and anticipated start and completion dates. In addition references should be supplied for the contractor or person doing the proposed work. A form is provided in the Appendix of this handbook.
- With written Board approval but prior to initiating the modification or alteration, the Unit Owner will sign appropriate documents that will:
 1. Fully define the scope of the modification or alteration
 2. Acknowledge that the granting of Board approval does not in any way constitute a change as to how the property being modified or altered is defined and that it remains defined as common property
 3. Make the Unit Owner, or subsequent Unit Owner, responsible for all maintenance and damage repair to the modification or alteration, irrespective of how that damage was created. The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of that modification or alteration.
- During winter months the use of salt on concrete or brick porches, walkways, and patios is prohibited. Magnesium chloride, calcium chloride, or any other non-destructive deicing agent should be used.
- Owners shall not make any decorative additions to the exterior of any building. Decorative elements falling under this ruling include but are not limited to awnings, shutters, and canopies.

Personal Activities

- Garage sales and tag sales are prohibited except where endorsed and approved by the Board as a community event.
- Playing in the alleys is prohibited.
- Solicitation of any kind is prohibited.

PETS

- Animals other than those classified as household domestic pets are prohibited.
- The number and size of household domestic pets are subject to reasonable limitations.
- Pets should not be bred or maintained for commercial purposes.
- Pet owners are responsible for immediately cleaning up waste after their animals. Owners failing to do so will be assessed the costs for grounds-maintenance people to do the cleanup. Owners who consistently fail to clean up after their animals may be faced with the removal of the offending animal from the condominium property upon written notice from the Board.
- Pets are not allowed to be off a leash in the Common Element or the Limited Common Element.
- Animal houses or pens are not permitted on patios, porches, or any common or Limited Common Elements.
- The cost of repairing any type of damage caused to any Common Element or Limited Common Element caused by an animal shall be assessed to the owner of the offending animal.
- Pet owners may be assessed a rate of \$25 for each violation of any of the above policies after receiving a first warning notice.

VEHICLE PARKING

- All parking by residents or guests of residents shall be first inside of the garage. If space is not available within the garage then parking may overflow onto the driveway Limited Common Element in front of the garage door.
- No vehicles shall be parked in any manner that blocks any street, alley, or driveway. Blocking the ingress and egress to any other Unit Owner's garage is prohibited.
- Parking along the private alley is strictly prohibited.
- Parking and/or driving on any lawn Limited Common Element is prohibited.
- Boats, trailers, motor homes, recreational vehicles, trucks larger than 1.75-ton pickups, campers, travel trailers, or similar vehicles may be parked in the driveway for a period no longer than 24 hours without advance approval by the Board.
- Dumpsters can be parked in parking spaces at the front of a unit but only with written permission from the Board of Directors which must be obtained in advance through the property management agent (see "Property Management Company" for contact information.)
- Parking for the purpose of major vehicle repairs are prohibited on any part of the property.
- Vehicle repairs are prohibited on condominium roadways.
- Vehicles that have been rendered inoperable because of flat tires, dead battery, expired tags, etc., shall not be parked in any area on or immediately adjacent to the property except for short-term emergency service. Unit Owners and their guests will make every effort to protect the common property and limited common property paving elements, such as using wood to distribute jack pressure, while effecting repairs. Unit Owners will be responsible for any damage caused.
- Vehicles with commercial plates and/or signage are not permitted to be parked on Limited Common Elements (driveways) or Common Elements (guest parking) at any time.
- Commercial moving vans and trucks or other commercial vehicles in the area to perform service or repair work for a Unit Owner, for the management company, or for the Board are authorized exceptions for the length of time necessary to accomplish the aforementioned work. Whenever possible, moving vans should be parked in front of homes.
- Any commercial vehicle allowed shall not interfere with the normal flow of traffic and any regular service vehicles such as refuse collection and postal service.
- Violation of any of the above parking and vehicle operating rules can result in towing, without notice, at the vehicle owner's expense.

TENANCY

Moving

- If a Unit Owner is moving it is required that the management company be notified of the move-out date, the new Unit Owner of record, and the closing date.
- It is the current owner's responsibility to make certain that all condominium assessments are current.
- All vehicle operating rules must be followed (see "Vehicle Parking").

Leasing of a Condominium

- The number of occupants shall be limited to that permitted by local housing, health, and other regulations covering the Keswick Condominium Units.
- No Unit shall be used for any purpose other than that of primarily a residence for individuals living as a single-household Unit.
- No Unit shall be used as a group home, commercial foster home, etc.
- The Board of Directors of Keswick Condominiums has promulgated the following rules for an owner when leasing a Unit to another individual or individuals:
 1. Every lease and renewal lease covering a Unit of the condominium shall be in writing and duly executed by the parties thereof. It shall contain all the provisions required by this handbook and not be for a period of less than one (1) year.
 2. The Unit Owner is responsible for any agent, tenants, tenants guests, or their agents for their actions and compliance with the Bylaws, Declarations, and Rules and Regulations.
 3. The owner's account is the only account recognized by the Board, and all assessments to an account are the responsibility of the Unit Owner.
 4. The Unit Owner must fulfill all responsibilities to the Association.
 5. A copy of the tenant's lease must be recorded with the management company along with a signed copy of the Rules and Regulations.
 6. Tenants should refer all requests or needs to their respective Unit Owner or agent(s) of the Unit Owner. In the case of a dire emergency, a tenant may contact the Board or the management company.
 7. The Unit Owner is responsible to hear and report a tenant's requests, complaints, or observations and to convey that information to the Board or to the management company on a timely basis if necessary to facilitate action.
 8. The Unit Owner is responsible for administering the leased property and to make sure tenants have knowledge of and

abide by the Association Bylaws, Declaration, and Rules & Regulations of the community.

APPENDIX

KESWICK CONDOMINIUM ASSOCIATION

COMMENT, COMPLAINT, OR VIOLATION FORM

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Name and Unit Number.....Date.....

Telephone.....Email Address.....

Comment or Complaint.....

.....
.....
.....
.....
.....

Violation(s): Please describe nature, location, time, date, etc.....

.....
.....
.....
.....
.....

Signature.....

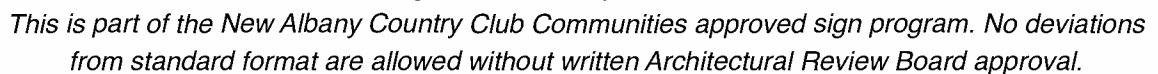
To be completed by Condo Management of Columbus on behalf of the Association

Date Received.....By.....

Action Taken and Response to Owner.....

.....
.....

THE KESWICK STANDARD PANEL & POST REAL ESTATE SIGN



KESWICK CONDOMINIUM ASSOCIATION

REQUEST FOR MODIFICATION TO PROPERTY EXTERIOR

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Name and Unit Number.....Date.....

Telephone.....Email Address.....

Description of modification (please be as specific as possible).....

.....

.....

.....

.....

.....

.....

List attached plans.....

.....

.....

.....

Signature.....

To be completed by Condo Management of Columbus on behalf of the Association

Date Received.....By.....

Action taken and response to owner.....

.....

.....

KESWICK CONDOMINIUM ASSOCIATION

REQUEST TO INSPECT RECORDS

PART I: RECORD REQUEST DETAILS

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Name and Unit Number.....

Telephone.....Email Address.....

Please complete Parts I, II, and III of the Request to Inspect Records. Please read the section related to Records Request Policy in the Rules & Regulations handbook and understand all applicable charges and restrictions that apply as noted in this form before signing.

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

Record Requested.....

Reason and Purpose of Request.....

.....

KESWICK CONDOMINIUM ASSOCIATION

REQUEST TO INSPECT RECORDS

PART II: CHARGES, TIMING, AND RESTRICTIONS

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

Do you anticipate making copies of any records to be inspected? Yes..... No.....

If you prefer to have copies of records sent via U.S. Mail please check here.....

Do you wish to receive a total estimate if charges exceed \$25.00? Yes..... No.....

Preferred inspection dates and times.....

.....

.....

This request form must be completed by any owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. A minimum of five (5) business days is needed to process a request. If there is a question with any request, the owner shall be notified within a reasonable amount of time of the reason for any delay.

The Association requires that the owner provide the reason for each record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. It is the intent of the Association to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Copying charges shall be assessed at \$.05 per page and a minimum clerical fee of \$15.00 for the copying of pages 1 through 50 plus an additional clerical fee of \$5.00 for every increment of 50 pages copied thereafter. The actual cost of mailing charges will be the owner's responsibility. A physical records inspection which requires the presence of a staff member of the management company shall be charged at \$20.00 per hour in fifteen (15) minute increments.

Inspections of the Associations records shall take place during normal business hours at the office of the management company (please call the Property Manager for the office address.)

KESWICK CONDOMINIUM ASSOCIATION

REQUEST TO INSPECT RECORDS

PART III: LEGAL OBLIGATION AND SIGNATURE

Please mail, fax, or email to
Cindy Mild, Condo Management of Columbus, P.O. Box 28249, Columbus, Ohio 43228
Fax (614) 488-7707 Email cindy@condocolumbus.com

By signing, I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than as stated above. I agree to indemnify, defend, and hold Keswick Condominium Association, its Board Members, and its managing agent and company, and their respective successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection, clerical fees, and copying and other charges incurred pursuant to this request, as outlined above, will be assessed to my account or paid in advance, as directed by the Board of Directors.

Signature.....Date.....

To be completed by Condo Management of Columbus on behalf of the Association

Date Received.....By.....

Action taken and response to owner.....

.....

.....

Keswick Condominium Association

Balance Sheet

12/31/2015

Actual Current Year

Assets

Cash

OPERATING

KE-USB Operating 3137

26,002.52

TOTAL OPERATING

26,002.52

RESERVES

KE-USB Reserve 3145

33,320.21

TOTAL RESERVES

33,320.21

TOTAL Cash

59,322.73

Total Assets

59,322.73

Liabilities

Total Liabilities

0.00

Net Worth

Fund Balance as of 1/1

94,426.91

Net Income YTD

(35,104.18)

Total Net Worth

59,322.73

Total Net Worth and Liabilities

59,322.73

Keswick Condominium Association

Operating Statement

From 01/01/2015 to 12/31/2015

Actual Current Period

Revenues

Homeowner Fees Assessed	190,080.00
Cash basis fee adjustment	801.36
Interest Income	34.57
Late Fees	350.00

Total Revenue	191,265.93
----------------------	-------------------

Expenses

Operating

Accounting	220.00
Exterminating	564.39
Insurance	24,154.92
Irrigation	4,020.46
Lawn Care	35,179.02
Landscape Improvements	6,595.13
Legal	2,520.00
Management	14,220.00
Office	1,292.49
Repairs	41,515.23
Snow Removal	18,802.09
Water & Sewer	3,783.38

TOTAL Operating	152,867.11
------------------------	-------------------

Capital

Capital:Asphalt	5,995.00
Capital:Reserve Study	1,800.00
Capital:Brick Steps	67,820.00
Capital:Dormers	(2,112.00)

TOTAL Capital	73,503.00
----------------------	------------------

Total Expense	226,370.11
----------------------	-------------------

Net Income	(35,104.18)
-------------------	--------------------

Keswick Condominium Association

Balance Sheet

12/31/2014

Actual Current Year

Assets

Cash

OPERATING

KE-USB Operating 3137

32,126.27

TOTAL OPERATING

32,126.27

RESERVES

KE-USB Reserve 3145

62,300.64

TOTAL RESERVES

62,300.64

TOTAL Cash

94,426.91

Total Assets

94,426.91

Liabilities

Total Liabilities

Net Worth

Fund Balance as of 1/1

142,477.56

Net Income YTD

(48,050.65)

Total Net Worth

94,426.91

Total Net Worth and Liabilities

94,426.91

Keswick Condominium Association

Operating Statement

From 01/01/2014 to 12/31/2014

Actual Current Period

Revenues

Homeowner Fees Assessed	184,800.00
Cash basis fee adjustment	1,744.37
Interest Income	54.44
Late Fees	650.00
Reimbursed Water	22,265.12
Balance Write Off	(208.00)

Total Revenue	209,305.93
----------------------	-------------------

Expenses

Operating

Accounting	215.00
Exterminating	490.21
Insurance	20,719.85
Irrigation	3,663.02
Lawn Care	30,047.86
Landscape Improvements	13,927.97
Legal	1,757.50
Management	13,620.00
Office	639.03
Repairs	46,962.99
Snow Removal	22,033.74
Water & Sewer	25,276.41

TOTAL Operating	179,353.58
------------------------	-------------------

Capital

Capital:Brick Steps	69,555.00
Capital:Dormers	8,448.00

TOTAL Capital	78,003.00
----------------------	------------------

Total Expense	257,356.58
----------------------	-------------------

Net Income	(48,050.65)
-------------------	--------------------

Keswick Condominium Association

Balance Sheet

12/31/2013

Actual Current Year

Assets

Cash

OPERATING

KE-USB Operating 3137

27,606.36

TOTAL OPERATING

27,606.36

RESERVES

KE-USB Reserve 3145

114,871.20

TOTAL RESERVES

114,871.20

TOTAL Cash

142,477.56

Net Accounts Receivable

(8,446.48)

Total Assets

134,031.08

Liabilities

Total Liabilities

Net Worth

Fund Balance as of 1/1

195,192.13

Net Income YTD

(61,161.05)

Total Net Worth

134,031.08

Total Net Worth and Liabilities

134,031.08

Keswick Condominium Association

Operating Statement

From 01/01/2013 to 12/31/2013

Actual Current Period

Revenues

Homeowner Fees Assessed	184,800.00
Enforcement Assessments	50.00
Interest Income	87.71
Late Fees	1,175.00
Reimbursed Water	23,443.10
Balance Write Off	(23,934.97)

Total Revenue	185,620.84
----------------------	-------------------

Expenses

Operating

Accounting	210.00
Bank Charge	88.03
Exterminating	814.91
Insurance	16,982.98
Irrigation	3,725.46
Lawn Care	27,260.76
Landscape Improvements	10,977.21
Legal	408.50
Management	13,620.00
Office	842.47
Repairs	26,720.04
Snow Removal	18,249.41
Water & Sewer	27,064.12

TOTAL Operating	146,963.89
------------------------	-------------------

Capital

Capital:Painting	17,100.00
Capital:Shutter Painting	4,978.00
Capital:Brick Porches	77,740.00

TOTAL Capital	99,818.00
----------------------	------------------

Total Expense	246,781.89
----------------------	-------------------

Net Income	(61,161.05)
-------------------	--------------------

Keswick Condominium Association

Operating Statement

From 01/01/2013 to 12/31/2013

Actual Current Period



100 Erie Insurance Place
Erie, PA 16530

DECLARATIONS

RECEIVED JAN 13 2016

ERIE INSURANCE EXCHANGE
ULTRAFLEX POLICY

RENEWAL DECLARATIONS

Agent	ITEM 2. Policy Period	Policy Number
GG4248 SECURITY PLUS INS AGY	02/02/16 TO 02/02/17	Q38 0250627 C

ITEM 1. Named Insured and Address
CONDO MANAGEMENT OF COLUMBUS
PO BOX 28249
COLUMBUS OH 43228-0249

ITEM 3. Other Interest

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

THE INSURANCE APPLIES TO THOSE PREMISES DESCRIBED AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS. THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS AND ENDORSEMENTS

DEDUCTIBLE (PROPERTY PROTECTION ONLY)- \$ 500.

COVERAGES:

PROPERTY PROTECTION - AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS

1. BUILDINGS

2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS

3. INCOME PROTECTION

4. GLASS AND LETTERING

5. SIGNS, LIGHTS AND CLOCKS

DEPOSIT
PREMIUM

\$
\$
\$
\$
\$

INCL

LIMITS OF INSURANCE

\$ INCL

PREMIUM BASIS - PAYROLL, SALES

EACH OCCURRENCE LIMIT

\$ 1,000,000

DAMAGE TO PREMISES

RENTED TO YOU LIMIT

\$ 1,000,000 ANY ONE PREMISES

MEDICAL EXPENSE LIMIT

\$ 5,000 ANY ONE PERSON

PERSONAL & ADVERTISING INJURY LIMIT \$ 1,000,000 ANY ONE PERSON OR ORGANIZATION

GENERAL AGGREGATE LIMIT

\$ 2,000,000

PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

OPTIONAL COVERAGES

SEE NEXT PAGE

TOTAL DEPOSIT PREMIUM - - - - \$ 2,702.

APPLICABLE FORMS - SEE SCHEDULE OF FORMS



OPTIONAL COVERAGES

MECHANICAL & ELECTRICAL BREAKDOWN	\$	INCL
ELECTRONIC DATA PROCESSING ENDORSEMENT	\$	INCL
THEFT DISAPPEARANCE AND DESTRUCTION	\$	INCL
EMPLOYEE DISHONESTY - INCREASED COVERAGE	\$	INCL
\$ 500,000 - 2 EMPLOYEES		
ENHANCEMENT ENDORSEMENT - OFFICE ENDORSEMENT	\$	INCL
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE-CLAIMS MADE	\$	INCL
\$ 25,000 AGGREGATE LIMIT (INCLUDES DEFENSE COSTS)		
\$ 5,000 DEDUCTIBLE PER LOSS AMOUNT (INCLUDES DEFENSE COSTS)		
ORIGINAL INCEPTION DATE 02/02/2010		
NON-OWNED AND HIRED AUTO LIABILITY INS COV	\$	INCL
BODILY INJURY - \$1,000,000 PER PERSON		
\$1,000,000 PER ACCIDENT		
PROPERTY DAMAGE - \$1,000,000 PER ACCIDENT		

DECLARATIONS



100 Erie Insurance Place
Erie, PA 16530

ERIE INSURANCE EXCHANGE
ULTRAFLEX POLICY

RENEWAL DECLARATIONS

Agent	ITEM 2. Policy Period	Policy Number
GG4248 SECURITY PLUS INS AGY	02/02/16 TO 02/02/17	Q38 0250627 C

ITEM 1. Named Insured and Address
CONDO MANAGEMENT OF COLUMBUS
PO BOX 28249
COLUMBUS OH 43228-0249

ITEM 3. Other Interest

SUPPLEMENTAL DECLARATIONS
LOCATION 1, BUILDING 1

LOCATION OF PREMISES

OCCUPANCY/OPERATIONS

1350 W FIFTH AVE STE 210,
COLUMBUS, FRANKLIN CO, OH 43212

REAL ESTATE MANAGEMENT OFFICE

INTEREST OF NAMED INSURED IN SUCH PREMISES - TENANT

PROPERTY PROTECTION

COVERAGES	CO-INS %	AMOUNT OF INSURANCE
1. BUILDINGS		
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS	100	\$ 51,500
3. INCOME PROTECTION		
	OCCURRENCE	
OPTIONAL COVERAGES - PROPERTY PROTECTION		
MECHANICAL & ELECTRICAL BREAKDOWN		\$ INCL
ELECTRONIC DATA PROCESSING COVERAGE		
\$ 31,000 - \$ 500 DEDUCTIBLE		

LOCATION 1

CRIME COVERAGES	AMOUNT OF INSURANCE
-----------------	---------------------

THEFT, DISAPPEARANCE & DESTRUCTION OF MONEY & SECURITIES
\$ 500 DEDUCTIBLE
INSIDE THE PREMISES
OUTSIDE THE PREMISES, MESSENGER #1

\$ 10,000
\$ 10,000



INCLUDE SPECIFIED NONCOMPENSATED OFFICERS AS EMPLOYEES

NONCOMPENSATED OFFICERS: JIM CHEW

SEE FORM ULRU

Q38 0250627

CONTINUED ON NEXT PAGE

DECLARATIONS



100 Erie Insurance Place
Erie, PA 16530

ERIE INSURANCE EXCHANGE
ULTRAFLEX POLICY

RENEWAL DECLARATIONS

Agent	ITEM 2. Policy Period	Policy Number
GG4248 SECURITY PLUS INS AGY	02/02/16 TO 02/02/17	Q38 0250627 C
ITEM 1. Named Insured and Address CONDO MANAGEMENT OF COLUMBUS PO BOX 28249 COLUMBUS OH 43228-0249		ITEM 3. Other Interest

SCHEDULE OF FORMS

FORM NUMBER	EDITION DATE	DESCRIPTION
ULF	03/01	ULTRAFLEX PACKAGE POLICY
UFB796	05/15 *	IMPORTANT NOTICE TO POLICYHOLDERS - ULTRAFLEX PACKAGE PROGRAM
UFB901	10/15 *	IMPORTANT NOTICE TO POLICYHOLDERS - UNMANNED AIRCRAFT EXCLUSION
IL0244	09/07	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL985G*	01/15 *	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
GU92	07/08	OHIO AMENDATORY ENDORSEMENT
UF8705*	06/96	IMPORTANT NOTICE - NO FLOOD COVERAGE
UF4810*	03/08	IMPORTANT NOTICE - POLICY SERVICE FEES
UF6330*	08/09	IMPORTANT NOTICE: DO YOU USE SUBCONTRACTORS?
FORM SA	11/12	SUBSCRIBERS AGREEMENT
CG2109	06/15 *	EXCLUSION - UNMANNED AIRCRAFT
FX0001	06/13	ULTRAFLEX COMMERCIAL PROPERTY COVERAGE PART
IL0952	01/15 *	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
ULNH	05/06	MECHANICAL AND ELECTRICAL BREAKDOWN COVERAGE
ULOA	06/14	PRODUCTION OR PROCESS MACHINERY - DEDUCTIBLE
ULNU	06/13	ELECTRONIC DATA PROCESSING COVERAGE
IMAH	08/03	EXCLUSION - FUNGUS, WET ROT AND BACTERIA



SCHEDULE OF FORMS (CONTINUED)

FORM NUMBER	EDITION DATE	DESCRIPTION
ULBL	05/15 *	THEFT, DISAPPEARANCE AND DESTRUCTION
ULTE	02/10	EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT
ULTI	02/10	OHIO CANCELLATION NOTICE
UF0168	02/11	EPLI POLICYHOLDER LETTER
UF0169	08/11	LEGAL ADVICE LINE
ULKD	02/02	EMPLOYEE DISHONESTY - INCREASED COVERAGE
ULKU	05/15 *	OFFICES ERIEPLACEABLE ENHANCEMENTS ENDORSEMENT
ULCL	04/08	NON-OWNED AUTOS AND/OR HIRED AUTO LIABILITY INSURANCE COVERAGE
ULPA	03/01	PUNITIVE DAMAGES
GU32	03/01	EXCLUSION - LEAD LIABILITY
CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
ULED	09/05	EXCLUSION - ASBESTOS
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
FX0003	06/14	ULTRAFLEX EXTRA LIABILITY COVERAGES
ULQN	06/14	EXCLUSION - PROFESSIONAL LIABILITY
CG0099	11/85	CHANGES IN GENERAL LIABILITY FORMS FOR COMMERCIAL PACKAGE POLICIES
CG2147	12/07	EMPLOYMENT-RELATED PRACTICES EXCLUSION

Q38 0250627

CONTINUED ON NEXT PAGE

DECLARATIONS



100 Erie Insurance Place
Erie, PA 16530

ERIE INSURANCE EXCHANGE
ULTRAFLEX POLICY

RENEWAL DECLARATIONS

Agent	ITEM 2. Policy Period	Policy Number
GG4248 SECURITY PLUS INS AGY	02/02/16 TO 02/02/17	Q38 0250627 C
ITEM 1. Named Insured and Address CONDO MANAGEMENT OF COLUMBUS PO BOX 28249 COLUMBUS OH 43228-0249		ITEM 3. Other Interest

SCHEDULE OF FORMS (CONTINUED)

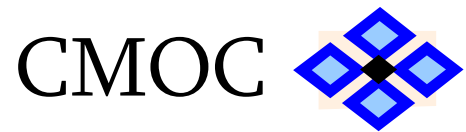
FORM NUMBER	EDITION DATE	DESCRIPTION
GU30	03/01	AMENDMENT OF POLICY - TWO OR MORE COVERAGE PARTS
IL0017	11/98	COMMON POLICY CONDITIONS
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2170	01/15 *	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
UF8385	03/95	IMPORTANT NOTICE
CG2196	03/05	SILICA OR SILICA-RELATED DUST EXCLUSION
GU136	03/09	AMENDMENT OF MOBILE EQUIPMENT DEFINITION
CG2106	05/14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CG2270	04/13	REAL ESTATE PROPERTY MANAGED
ULRU	02/03	INCLUDE SPECIFIED NONCOMPENSATED OFFICERS AS EMPLOYEES



CONDO Management of Columbus

P.O. Box 28249

Columbus, Ohio 43228



Tel. (614) 488-7711 : Fax 488-7707

October 18, 2011

RE: Special Assessment

There have been no Special Assessments at Keswick Condominium Association since we began managing them in December 2010.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/15/2014	201401500642	CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

KAMAN & CUSIMANO, LLC
470 OLDE WORTHINGTON RD., STE. 460
COLUMBUS, OH 43082

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1425931

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KESWICK CONDOMINIUM ASSOCIATION

and, that said business records show the filing and recording of:

Document(s)

CERTIFICATE OF CONTINUED EXISTENCE

Document No(s):

201401500642

Effective Date: 01/15/2014



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 15th day of January,
A.D. 2014.

Ohio Secretary of State



Form 522 Prescribed by:

JON HUSTED
Ohio Secretary of State

 Central Ohio: (614) 466-3910
 Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 788
 Columbus, OH 43216

 Expedite Filing (Two-business day processing
 time requires an additional \$100.00).
 P.O. Box 1390
 Columbus, OH 43216
RECEIVED**Statement of Continued Existence**

JAN 15 2014

Filing Fee: \$25**SECRETARY OF STATE**

CHECK ONLY ONE (1) Box

 (1) ☒ Statement of Continued Existence (163-CCE)
 (Domestic Nonprofit Corporation)

 (2) ☐ Verification of Foreign Nonprofit (173-FCE)
 (Foreign Nonprofit Corporation)

 By submitting this form the corporation is verifying with the secretary of state's office that it is still actively
 engaged in exercising its corporate privileges
Name of Corporation Keswick Condominium AssociationCharter or License Number 1425931

Complete the information in this section if box (1) is checked

Location of Principal Office New Albany

City

Franklin

County

Date of Incorporation 11/25/2003

Date

Complete the information in this section if box (2) is checked

Date of Qualification in Ohio

Date

Jurisdiction of Formation

Jurisdiction

Location of Office NOT in Ohio

Mailing Address

City

State

Zip Code

Location of Office IN Ohio

Mailing Address

City

Ohio
State

Zip Code

Form 522

Page 1 of 2

Last Revised: 2/6/12

All Corporations must complete this section**Current Statutory Agent's Name and Address**

K&C Service Corporation

Name of Agent

50 Public Square, 2000 Terminal Tower

Mailing Address

Cleveland

City

Ohio

State

44113

Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

The statement must be signed by a director, officer, or three members in good standing.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.




Signature

President, Keswick Condo Association

By (if applicable)

Patrick Weyers

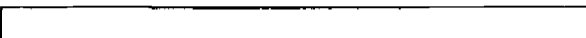
Print Name



Signature



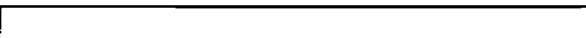
By (if applicable)



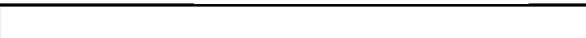
Print Name



Signature



By (if applicable)



Print Name



A Mutual of Omaha Bank Company

Questionnaire for Keswick Condominiums

Keswick Commons, Keswick Drive

New Albany, OH 43054

Last Update Date: 8/23/2016

Borrower Information	Requestor Information
Borrower:	Name: Kelsey Pockl
Loan Number: TBD	Address: 259 West Schrock Rd Westerville, Oh 43081
	Phone: 614-818-1394
	Fax: 614-823-3652

1. Are all of the units completed? Yes
*Comment: Phase 1 - 16 units - 1 through 16
Phase 2 - 4 units - 38 through 41
Phase 3 - 8 units - 30 through 37
Phase 4 - 3 units - 27 through 29
Phase 5 - 9 units - 17 through 25
Phase 6 - 4 units - 42 through 45*
 - a. The project is complete through phase: 6
 - b. Sales are now occurring in phase?
 - c. Total number of units for sale in phase?
 - d. Total number of bonafide sales in phase?
 - e. What is the total number of phases to be built when the project is complete? 6
2. Are all of the common areas and facilities completed? Yes
3. Is the project subject to additional annexation or phasing? No
4. Date that control of the Homeowners Association was/will be turned over to the unit owners: 1/1/2006
5. If a site condominium (detached units), are all units detached? No
6. Does the project have rental desk, short term occupancy (up to 7 days) or daily cleaning services? No
7. Is the project a Timeshare or Segmented Ownership project? No
8. Is the subject a Houseboat project? No
9. Can two or more units be owned by one owner as evidenced by one mortgage deed? No
10. Is the project a legal but non-conforming use of land? See Comments
Comment: Consult your legal rep
11. Is the project a conversion of an existing building? No
12. Total number of units in the project? 44
13. Total number of bonafide sales in the project (includes closed sales and open escrows): 44
14. Total number of units with Offsite Addresses in the project 5
15. Total number of units used as second homes in the project: 0
16. Total number of units still owned by the developer in the project (this total should not be included in rental units): 0
17. Are there individuals that own more than one unit in the project? No
 - a. If yes , list the individual and the number of units he/she owns below.
18. Is the project subject to "inclusionary zoning" which may affect future sales? Unknown
Comment: In the course of our business, this is information we do not have. You would need to research this through other means.
19. Total number of commercial units within the project: 0
20. Square footage of project devoted to commercial use: 0
21. Are there any special assessments pending or levied within the Homeowners Association? No
22. If special assessments exist please complete the following:

Questionnaire for Keswick Condominiums

- a. Total special assessment amount per unit.
- b. If scheduled payments are allowed, what are the payment amounts per unit?
- c. If scheduled payments are allowed, what is the frequency of these payments?
- d. NOTE: If any of the above three answers are variable check this box and explain the variations in the comments section. []
23. Is the Homeowners Association involved in any current or pending litigation? No
24. Total income budgeted for the current year: 213,312
25. Total reserves budgeted for the current year: 63,768
26. Total number of unit owners currently more than one month delinquent in Homeowners Association dues: 0
27. Regular association assessments are paid: Monthly
- a. All units are equally assessed at: 404
- b. Association unit assessment ranges from:___ to ___: -
28. Does the Homeowners Association or Management Company maintain separate accounts for the operating expense and reserve funds? Yes
29. Are the monthly account statements being sent directly to the Homeowners Association? No
30. Does the property management company have the authority to draw checks against or transfer from the reserve account? w/ Board Approval
- Comment: Transfers are only permitted between the association's accounts*
31. Are two or more members of the Board of Directors required to sign checks drafted against the reserve account? No
32. Insurance Company Name: STATE FARM
33. Insurance Agent information:
- a. Name: Nathan Hoy
- b. Phone Number: 614-855-5599
- c. Fax Number:
- d. Email address:
34. Is the amount of insurance equal to 100% of the current replacement cost? Contact Agent
35. Does the policy carry a condominium endorsement clause? Contact Agent
36. Liability limit per occurrence for bodily injury: Contact Agent
37. Fidelity Bond/Employee Dishonesty insurance coverage amount: Contact Agent
38. Earthquake Insurance amount: Contact Agent
39. Master Policy expiration date: 8/27/2017
40. Percentage of deductible: Contact Agent
41. Are the units owned as fee simple units? Yes
42. Are the units owned as leasehold estates? No
43. Is the Homeowners Association subject to a master/umbrella association? No
- a. If yes, are all common areas and facilities complete within the master community? No Answer
44. Lender Foreclosure
- Comment: Consult your legal rep*
- a. If a lender obtains title to a unit through foreclosure are they liable for more than six months unpaid Homeowners Association dues? No
- b. If a lender obtains title to a unit through a deed in lieu of foreclosure, are they liable for more than nine months unpaid Homeowners Association dues? No Answer
45. If your project is still under construction, are all taxes and assessments that became liens prior to the first mortgage related to the unit only and not the entire project? Yes
46. Are any common elements leased to or by the Homeowners Association? No
47. Number of phases at completion 6
48. What is the maximum number of stories in any building for this association?
49. Are there elevators within the project? No
50. Does the Association fee cover water? Yes
51. Are at least 51 percent of the total units in the project are owner-occupied? Yes
52. Does any single entity own more than 10 percent of the total units in the project? No
53. How many units are currently financed by FHA mortgages? Unknown
- Comment: In the course of our business, this is information we do not have. You would need to research this through other means.*
54. Is the project a Condominium Hotel? No
55. Is the project a manufactured housing project? No

Questionnaire for Keswick Condominiums

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|-----|--|---------------|
| 56. | What is the approximate balance of total delinquent HOA dues? | 0.00 |
| 57. | Do the project legal documents include any restrictions on sale which would limit the free transferability of title? (i.e. Age Restrictions, First Right of Refusal, other deed/income restrictions) | No |
| 58. | Do the project legal documents or local zoning limit the amount of time the owner can live in their unit? | No |
| 59. | Are the amenities/recreational facilities owned by the HOA? | Yes |
| 60. | Is the project managed by a management company? | Yes |
| a. | Is the management contract less than 3 years? | Yes |
| b. | What are the cancellation terms of the contract? | 30 days |
| 61. | If there is commercial space, what percentage of the project does the commercial space occupy? | |
| 62. | Is the general maintenance level of common elements acceptable? There is no deferred maintenance, based on the comments by the appraiser and/or pictures
<i>Comment: contact an appraiser</i> | See Comments |
| 63. | Are there any adverse environmental factors affecting the project as a whole or individual units?
<i>Comment: There are no adverse environmental factors affecting the project as a whole that we are aware of.</i> | See Comments |
| 64. | Can the units rebuilt to their current density in the event that they are partially or fully destroyed?
<i>Comment: Contact Agent</i> | See Comments |
| 65. | Does the owners association have adequate common area insurance coverage? | Contact Agent |
| 66. | Is there flood insurance? | Contact Agent |
| 67. | If there is personal injury litigation, will liability insurance cover any potential liability? | Contact Agent |
| 68. | Balance of Reserve Fund | |
| a. | Amount: | 70,529.78 |
| b. | As of (date): | 07/31/2016 |
| 69. | Are there a minimum number of days required for written notification to be given to the HOA or insurance trustee before any substantial changes or cancellation of the project coverage? | Contact Agent |

Data Section

Property Management Data

Association Manager:	Condo Management of Columbus LLC
Contact:	Derek Shank
Address:	Po Box 28249
Phone:	6144887711
Fax:	6144887707
Email:	derek@condocolumbus.com

Additional Comments:

Contact owner regarding inside individual units.

Please make sure that any checks paid at closing are made payable to the appropriate party as indicated above. Any checks going to the Management Company (transfer fee, status letter, etc.) must be made payable to Condo Management of Columbus. Any checks going to the Association (account balance, assessment, etc.) must be made payable to Keswick Condo Association.