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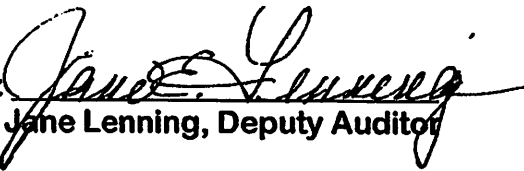
**DECLARATION OF CONDOMINIUM
AND
BY-LAWS OF CONDOMINIUM ASSOCIATION
FOR**

PLAT #
200408260200155

***The Millington
Condominium
At Mill Run***

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 136 PAGE 35-43

Franklin County Auditor

by: 
Jane Lenning, Deputy Auditor

This instrument prepared by

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TRANSFERRED

AUG 26 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

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THE MILLINGTON CONDOMINIUM AT MILL RUN DECLARATION

This is the Declaration of The Millington Condominium at Mill Run made on or as of the ___ day of August, 2004, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

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

Definitions

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

1. "Additional Property" means the land, and improvements thereon, that may, at a later date, 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 The Millington Condominium at Mill Run Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).
3. "Association" and "The Millington Condominium at Mill Run Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.
4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of Directors of the Association.
5. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

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

7. **"Condominium"** and **"The Millington Condominium at Mill Run"** mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

9. **"Condominium Instruments"** means this Declaration, the By-Laws, the Drawings, the development disclosure statement provided to purchasers pursuant to §5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit."

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

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

12. **"Declarant"** means Millington Investment Company, LLC, an Ohio Limited Liability Company, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

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

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

15. "Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

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

17. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "Limited Common Elements" of the Condominium under the provisions of the Condominium Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

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

20. "Qualified Garage Unit Owner" shall mean any of the following: (a) the owners of a Residential Unit in the Condominium; (b) the owners of a residential unit constructed on the Additional Property but not added to the Condominium; (c) the Association; (d) the Declarant or its successors; and (e) any institutional first mortgage lender who acquires a unit through foreclosure or deed-in-lieu of foreclosure.

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

22. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

The Plan

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

ARTICLE I

THE LAND

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

ARTICLE II

NAME

The name by which the Condominium shall be known is "The Millington Condominium at Mill Run."

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 establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

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

(a) **Ownership of Garage Units.** Garage Units may only be owned by and conveyed to, Qualified Garage Unit Owners. In the event that a Qualified Garage Unit Owner (the "conveying owner") conveys his or her Residential Unit, and upon the conveyance of such unit no longer qualifies as a Qualified Garage Unit Owner, and if such conveying owner conveys such Residential Unit without simultaneously conveying the Garage Unit to the grantee who will then be a Qualified Garage Unit Owner, the Association may treat the new owner of the last Residential Unit conveyed by such conveying owner as the "beneficial owner" of the Garage Unit, entitled to the exclusive right to use such Garage Unit. Notwithstanding the foregoing, all assessments and obligations with regard to such Garage Unit shall remain the joint and several obligations of the conveying owner and any non-qualifying grantee until such Garage Unit is properly conveyed to a Qualified Garage Unit Owner. In the event of the foreclosure of a lien upon a Garage Unit, the holder of the first mortgage may,

in its discretion, order that the Garage Unit be sold separately from, or in combination with, the Residential Unit. Notwithstanding the foregoing, the only parties entitled to bid at a foreclosure sale of a Garage Unit shall be parties who are, or who are becoming (as a result of the purchase of a Residential Unit) a Qualified Garage Unit Owner.

(b) **Unit Uses.** Except as otherwise specifically provided in this Declaration, no Residential Unit shall be used for any purpose other than that of a residence and no Garage Unit shall be used for any purpose other than that of parking vehicles and the storage of personal belongings not related to business ventures, and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional Occupants may use a Residential Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Residential Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities. Garage Units may only be used by Qualified Garage Unit Owners, occupants of Residential Units in the Condominium, and occupants of residential units constructed on the Additional Property but not added to the Condominium.

(c) **Common Elements 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, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(d) **Limited Common Elements Uses.** Except as specifically provided otherwise herein, those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Residential Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

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

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

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

(h) **Renting and Leasing.** No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a unit to the Condominium shall be in writing, shall provide that the tenant 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 lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall

be a default under the lease. Notwithstanding any provision in the Condominium Act to the contrary, the Association shall not exercise any right to evict a tenant without the consent of the owners of, and the holder of any recorded first mortgage lien on, the Unit involved.

In addition to the foregoing, in order for the Condominium to meet the requirements of the secondary mortgage market for loans to finance the purchase of Units by proposed owner-occupants, during all times when the rental of an additional Residential Unit or Residential Units would result in fewer than seventy percent (70%) of the Residential Units in the Condominium being owner-occupied, and thus potentially disqualifying future Unit purchasers from obtaining first mortgage loans offered to proposed owner-occupants by institutional lenders who transfer loans in the secondary mortgage market, no leasehold interest or any other form of rental tenancy of any description, whether written or oral, shall be created by the owner or owners of any Residential Unit except in any one of the following instances:

(1) the renewal or other continuation of any leasehold to the then-current occupants; or

(2) the occupancy of the Residential Unit by a member of the Residential Unit Owner's family, beneficiary (in the case of ownership of a Residential Unit by a family trust), or other related individual, provided that such occupancy qualifies under the secondary mortgage market rules as "owner-occupancy"; or

(3) the lease or rental of a Residential Unit or Residential Units acquired by: (i) the holder, guarantor, or insurer of an institutional first mortgage on a Residential Unit, who acquires such Residential Unit or Residential Units pursuant to the remedies provided in the mortgage (including, without limitation, foreclosure or deed-in-lieu of foreclosure); (ii) the purchaser at a foreclosure sale of a Residential Unit in a foreclosure proceedings in which an institutional first mortgage lender's mortgage is foreclosed; and (iii) any of the foregoing parties respective heirs, successors, and assigns; or

(4) the leasing of a Residential Unit by the Declarant or a successor in interest to the Declarant's ownership of multiple, tenant-occupied Units in the Condominium and/or on the additional property; or

(5) the lease or rental of a Residential Unit or Residential Units in any instance in which the Board of Managers, in its sole discretion, determines that: (i) the application of these limitations would create an undue hardship in light of all applicable facts and circumstances; and (ii)

the purpose of promoting owner-occupancy eligibility would not be threatened. Determination by the Board of Managers that the lease or rental of a Residential Unit may be permitted in any given instance shall not bind that Board, or any future Board, to grant permission in a later instance, whether or not the conditions appear similar.

Prior to entering into any lease or other rental arrangement, the Unit Owners desiring to allow such occupancy by some party other than the Owners, shall give written notice to the Board, along with any claimed exemption for which such occupancy would qualify [as set forth in subsections (1) through (5), above] or any information supporting any hardship claimed by such Owner, and the Board shall have 30 days after the receipt of all such information, within which to advise the Owners of their decision. Failure of the Board to respond within such 30 day period shall constitute the approval of such occupancy. Failure to obtain such approval from the Board under circumstances where such approval shall be required [where owner-occupancy is, or will with the occupancy of the Unit or Units in question, fall below 70%, and where such occupancy is not exempt under subsections (1) through (5), above] shall render the occupancy terminable by the Association at any time thereafter that the owner-occupancy level in the Condominium is below 70%.

The provisions of this declaration may not be amended to place any additional restrictions on the leasing of units without the written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant, (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of eligible holders of first mortgages on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain.

Garage Units may be leased only to Qualified Garage Unit Owners, occupants of Residential Units in the Condominium, and occupants of residential units constructed on the Additional Property but not added to the Condominium. A lease to a party who no longer qualifies under the foregoing requirements shall automatically terminate upon such disqualification.

(i) **Signs.** No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the

Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant.

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

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

(l) **Building on Easements.** Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain 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.

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

(n) **Conveyances.** Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common

Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. At the time of each conveyance, the grantee shall make a payment to the association equal to two-months worth of assessments for the Unit in question. Such payment is not a pre-payment of assessments, is in addition to all other assessments charged by the Association, and shall not be returned to the owner at the time that the unit is sold by such grantee.

In order to avoid conflict with the requirements of the secondary mortgage market for loans to finance the purchase of Units, no more than ten percent (10%) of the total number of Residential Units in the Condominium may be owned, directly or indirectly, by any single individual, spouse, and/or siblings of such individual or spouse, or by any entity or entities under common control, provided that the foregoing limitation shall not apply to any of the foregoing:

(1) the holders, guarantors, or insurers of an institutional first mortgage on a Residential Unit, who acquires such Residential Unit or Residential Units pursuant to the remedies provided in the mortgage (including, without limitation, foreclosure or deed-in-lieu of foreclosure); or

(2) the Declarant or a successor in interest to the Declarant ownership of multiple Units in the Condominium and/or on the additional property.

The Association shall be empowered to bring a legal action to require the divestment of a Residential Unit or Residential Units by any Unit Owner violating the foregoing restriction, as may be necessary to bring the Unit Owner into compliance with such restriction, and the cost of such action (including attorneys' fees) shall be charged as a special individual unit assessment against the defaulting Owner and the Units owned by such Owner.

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 or similar restriction, and any Unit Owner may transfer that owner's Unit free of any limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

(1) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;

(2) within thirty (30) days after a change in any of the above-described information; and

(3) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

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

(p) **Architectural Control**. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure 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, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within ninety (90) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(q) **Arbitration**. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No

action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

The initial phase of the Condominium contains four residential buildings with 12 Residential Units each (with one and two-bedroom flats), five residential buildings with 6 Residential Units each (two and three-bedroom townhouses), seven residential buildings with 4 Residential Units each (two and three-bedroom townhouses) and three garage buildings with 6 Garage Units each, for a total of eight residential buildings and two garage buildings containing a total of 106 Residential Units and 18 Garage Units. The principal materials of which the residential buildings are constructed are wood frame with concrete block foundations; concrete slab on grade floors; wood frame, cedar exteriors with asphalt shingle roofs. The buildings are located as shown on the Drawings.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the 106 Residential Units is designated on the Drawings by a building number followed by a four-digit unit number which corresponds to the units address. For instance, Unit A2-3566 is a Residential Unit in building A-2, and is located at 3566 Fishinger Mill Drive. Each of the Garage Units is designated by a garage unit number, preceded by the letter "G". For instance, Unit G-1 is Garage Unit number 1. The Unit designations for the 124 Units, along with the building number and address, are set forth in Exhibit B.

Section 2. Composition of Units.

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

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and

perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

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

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

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

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

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit;

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

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

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

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

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 in the Drawings as a part of a Unit, are Common Elements. Except for easements and rights for maintaining sales and marketing facilities, for repairing and completing improvements in the Condominium, and for access and utility service to the Additional Property, and except in its capacity as a Unit Owner of unsold Units, the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements. In the case of each Residential Unit, the Limited Common Elements appurtenant to that Unit may consist of a porch, deck, patio area, stairway and/or parking space(s). All such Limited Common Elements are reserved for the exclusive use of the owners and Occupants of the Unit(s) designated to be served by the same.

Section 3. Undivided Interest. The initial undivided interest in the Common Elements of each Unit is shown on Exhibit B, and is based upon the "par value" attached to each unit type, as follows:

Unit Type	Garden or Townhouse	Bedrooms	Square Feet*	Par Value (points)	Undivided Interest
Bedford	Garden	One	880	880	0.6271%
Brunswick	Garden	Two	1,116	1,116	0.7952%
Camden	Garden	Two	1,158	1,158	0.8252%
Hampton	Townhouse	Two	1,450	1,450	1.0332%
Newport	Townhouse	Two	1,500	1,500	1.0689%
Plymouth	Townhouse	Three	1,558	1,558	1.1102%
Garage			440	110	0.0784%

* Square footages are measured in the standard way that square footages are measured in the construction industry, to the center of walls between units, and to the exterior of perimeter walls. The Unit itself, however, begins at the interior surface of the exterior walls of each unit.

The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the

Common Elements of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Elements shall be reallocated among all units including those originally submitted with this Declaration and those added after the date hereof, in proportion to the par values assigned to the unit types in this Section. The maximum possible undivided interest for Residential Units if the Condominium is not expanded is 1.1102% and for Garage Units is 0.0784%. The minimum possible undivided interest (if the project is expanded to include 328 Residential Units and 155 Garage Units) is approximately 0.2106% for Residential Units and 0.0263% for Garage Units.

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

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

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

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

ARTICLE VII

UNIT OWNERS' ASSOCIATION

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

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and shall be

a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Residential Unit Owner shall be entitled to one vote for each Residential Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Residential Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Residential Unit, any owner of a fee simple interest in that Residential Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six Directors. The Unit Owners other than the Declarant shall elect one-third (two) of the Directors at such meeting and the Declarant shall designate the other two-thirds (four) of the Directors, which six Directors shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this and the following paragraphs, those interests shall be computed by comparing the number of Residential Units sold and conveyed to the maximum number of Residential Units that may be created (328).

Within sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain, but in no event later than the fifth anniversary of the establishment of the Association, the Association shall meet and all Unit Owners, including the Declarant, shall elect six Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. (The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.) The terms of the six Directors shall be staggered so that the terms of two of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms.

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

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds

for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

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

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

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

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

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

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

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 3 of Article XVII of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

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

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

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

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

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

(m) Promulgate and, pursuant to Section 6 of this Article VII, impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property;

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

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

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

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

(r) Suspend the voting privileges and use of recreational facilities of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of assessments for more than thirty days;

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

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(1) Conferred by this Declaration or the By-laws, or the law of the State of Ohio;

(2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;

(3) Permitted to be exercised in Ohio by a not-for-profit corporation; or

(4) Necessary and proper for the government and operation of the Association.

Section 6. Procedures for Enforcement of Violations.

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

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

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

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

(4) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and

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

(b) **Hearing.** A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and

will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

(c) **Manner of Notice.** Any notice required under this Section to be served:

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

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

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

control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to employ professional management. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to perform and supply an audit of the Association's financial records.

Section 8. Veterans Administration Limitations During Declarant Control Period. Prior to the time that the Declarant has turned over control of the Association to the members, if the Veterans Administration has guaranteed any loan secured by a Unit in the Condominium, all of the following actions must have the prior approval of the Veterans Administration:

- A. Any Amendment of the Declaration which includes adding, deleting or modifying any provision regarding the following:
 - (1) Assessment basis or assessment liens;
 - (2) Any method of imposing or determining any charges to be levied against individual unit owners;
 - (3) Reserves for maintenance, repair or replacement of Common Element improvements;
 - (4) Maintenance obligations;
 - (5) Allocation of rights to use Common Elements;
 - (6) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
 - (7) Reduction of insurance requirements;

- (8) Restoration or repair of Common Element improvements;**
- (9) The addition, annexation or withdrawal of land to or from the project;**
- (10) Voting rights;**
- (11) Restrictions affecting leasing or sale of a unit;**
- (12) Any provision which is for the express benefit of mortgagees;**
- (13) The rights of any specific class of members;**
- (14) Termination of the Declaration;**
- (15) Dissolution of the Association except pursuant to a consolidation or merger; or**
- (16) Conveyance of all Common Elements.**

B. Any of the following action taken by the Association:

- (1) Merging or consolidating the association (other than with another non-profit entity formed for purposes similar to the subject association);**
- (2) Determining not to require professional management if that management has been required by the association documents, a majority of eligible mortgagees or a majority vote of the members;**
- (3) Expanding the association to include land not previously described as additional land which increases the overall land area of the project or number of units by more than 10 percent;**
- (4) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the declaration or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);**

- (5) Using insurance proceeds for purposes other than construction or repair of the insured improvements;
- (6) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget);
- (7) Terminating the Declaration;
- (8) Dissolving the Association except pursuant to a consolidation or merger; or
- (9) Conveying all Common Elements.

ARTICLE VIII

AGENT FOR SERVICE

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

Richard W. Foster
1515 Lake Shore Drive, Suite 250
Columbus, Ohio 43204

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefore, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Elements, provided, however, that the Association shall not be required to provide routine maintenance, snow removal, cleaning or housekeeping with respect to Limited

Common Elements. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to common elements, that exceed the time periods for the Declarant's warranty under §5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and provide snow removal, routine maintenance, cleaning and housekeeping with respect to the Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor; and cleaning and housekeeping of the interior of the Limited Common Elements and any improvements and lighting fixtures therein. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

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

ARTICLE XI

INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now

or at any time hereafter constituting a part of the Common Elements or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of \$10,000 or 1% of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, 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. The carrier's charter, by-laws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the then latest edition of *Best's Insurance Reports*, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that

insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(d) shall provide that its coverage is primary, (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, 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 and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further 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;

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

(g) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and boiler and machinery endorsements, if applicable (at not less than the lesser of \$2,000,000 or the insurable value of the building(s) housing the boiler or machinery, per accident per location) and such other endorsements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

The cost of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, (\$1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 3. Fidelity Coverage. The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, Directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the 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 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 4. Other Association Insurance. In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law [including, without limitation, workers' compensation, flood insurance (if any portion of the improvements in the Condominium Property are in a Special Flood Hazard Area) and similar insurance where applicable] or required by The Mortgage Corporation, Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. All insurance shall be obtained from generally acceptable insurance carriers, and the premiums for all such insurance described in Sections 1 through 4 of this Article XI, obtained by the Association, shall be paid by the Association as a Common Expense.

Section 5. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their 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 6. 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 7. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 8. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of 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 9. Compliance with Institutional Requirements. Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium.

ARTICLE XII

RESTORATION OF DAMAGE OR DESTRUCTION

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

Section 2. Election not to Restore. The Association may, with the consent (obtained within sixty (60) days after such damage, destruction or taking) of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible holders of mortgages appertain, determine not to repair or restore such damage, destruction or taking. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction or taking to be repaired or restored.

(a) **Dissolution of Condominium and Partition Sale.** Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, Owners of Units exercising a majority of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the common elements appurtenant to

their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

(b) **No Partition Sale/Dissolution.** Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall [after payment to damaged Unit Owners in accordance with the balance of this subsection (b)] be added to the Association's reserves, to be used by the Association for future capital improvements, repair or replacements.

In the event that part of the buildings, structures and fixtures not restored or replaced are part of one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, either:

(a) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction or taking. [No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.]; or

(b) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction or taking. In the later event, upon such distribution, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the unrestored Unit 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, (x) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association, and (y) 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. No Owner shall be entitled to

receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

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 the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit Owners and their mortgagees as their 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 loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. Notwithstanding the foregoing, in the event that as a result

of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their 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, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

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

Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

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

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

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

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

with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, licenses and easements on, above, across and under the Condominium Property for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

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

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

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and Occupants of the area into which the Condominium may be expanded ("the Additional Property"), hereinafter described, for pedestrian and vehicular access over roadways and footpaths within the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves an easement across the Common Elements to reach, and right to extend, tie into, use, maintain, repair and replace utility lines in the Common Elements, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the condominium.

Section 8. Grant of Permanent Easement. The Declarant hereby grants a non-exclusive perpetual easement to the future owners of the Condominium Property, their heirs, successors and assigns, for their benefit and the benefit of future owners and

Occupants of the Condominium Property for pedestrian and vehicular access over roadways and footpaths within the Additional Property, for ingress and egress to and from the Condominium Property, and each part thereof, and a public street, and to extend the same onto the Condominium Property. Additionally, Declarant grants to the future owners of the Condominium Property, their heirs, successors and assigns, an easement across the Additional Property to reach, and the right to extend, tie into, use, maintain, repair and replace utility lines in the Additional Property, as permitted by public authority and the utility company involved, to extend such lines into the Condominium Property to service the same.

Section 9. Grant of Right and Easement to Use of Recreation Facility. The Declarant owns, and hereby grants, in accordance with the terms and provisions of this Section, a non-exclusive easement for the use of, the recreation facility (including club house, pool and tennis courts) located on the Additional Property. The recreation facility is intended for use by all occupants of the 328-residential units located on the Condominium Property and Additional Property. Until the facility is added to the condominium, the owners of Units in the Condominium, collectively, will be required to pay a proportionate share of the costs of operating the facility (determined by multiplying the costs by a fraction, the numerator of which is the par value for Units in the Condominium and the denominator of which is the total par value for all units that may become part of the Condominium) but in no instance greater than \$5 per unit, per month (\$60 per year) for which the occupants of such Residential Units will be entitled to use the facilities. No later than the time that the declarant has sold and conveyed units which have 75% of the total par value for all units that may become part of the Condominium, to unrelated, bona fide purchasers, the declarant will add the recreational facilities to the condominium. Thereafter, the occupants of each remaining residential unit on the Additional Property which has not yet been added to the condominium, will be entitled, but not required, to purchase memberships entitling them to use the recreational facilities for a price established by the Association, reasonably related to their proportionate share of the costs of maintaining and operating the recreational facilities. Neither the Association nor any of the Unit Owners may abandon this right and easement, nor alter any of its terms, without the consent of the Declarant or its successor in ownership of the Additional Property.

Section 10. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and

agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(1) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

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

b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered;

d. the estimated amount required to be collected to maintain a working capital reserve fund in an amount not less than two months' estimated common expenses for each unit, to assure availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected at the closing of each unit, but not later than the date control of the Association is transferred to the Unit Owners, as provided in Section 4 of Article VII, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used

to defray expenses, reserve contributions, construction costs, or to make up budget deficits.);

e. an amount deemed adequate by the Board, but no less than ten percent (10%) of the total budget unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association) to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, and for the funding of insurance deductibles in the event of casualty loss;

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

g. the Association's share of any expense of maintenance, repair and replacement of private streets on the Additional Property.

h. the Association's and/or Unit Owner's shares of any expense of operation and maintenance of the Recreation Facility located on the Additional Property.

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

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first

day of each month from those who own the Unit an equal monthly pro-rata share of the annual operating assessment for that Unit.

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

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

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, 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 by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

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

(c) **Special Individual Unit Assessments.** The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for 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 of insurance premiums separately billed to a Unit Owner; the cost of cleaning debris from and performing routine cleaning and housekeeping of the Unit's Limited Common Elements where, in the opinion of the Board, the owner has allowed the same to become unsightly; penalties and charges imposed pursuant to Rules and Regulations of the Board for violations of the Declaration, By-Laws and Rules and Regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, By-Laws, Rules and Regulations. Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

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

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

(a) **Interest, fees and costs.** If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(i) reasonable, uniform administrative late fees as determined by the Board from time to time;

(ii) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;

(iii) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time determine; and

(iv) any other charges authorized by the Declaration, By-Laws or the Rules and Regulations promulgated by the Board,

(collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

(b) **Application of Payments.** Payments made by a Unit Owner for assessments shall be applied:

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined;

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;

forth, to the payment of delinquent installments or portions of assessments which remain unpaid.

(c) **Certificate of Lien.** Annual operating and both types of special assessments, together with interest, fees and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an installment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, with interest, fees and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the

Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of the assessment with interest, fees and costs, and shall be signed by the president or other chief officer of the Association.

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

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

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

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

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

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

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

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

ARTICLE XVI

NOTICES TO MORTGAGEES

Any holder, insurer, guarantor or servicer of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address), shall have the right to inspect Association documents and records on the same terms as the members and

shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgage Liens must consent pursuant to the provisions of Article XVIII of this Declaration;
2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);
3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;
8. times and places of Unit Owners' meetings;
9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;
10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible holder of a first mortgage lien;
11. any proposed action which requires the consent of a specified percentage of Eligible holders of first mortgage liens; and

12. prior to the time that the Declarant has turned over control of the Association to the members, any of the actions listed in subsections A and B of Article VII, Section 7 of this Declaration.

ARTICLE XVII

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. Amendments requiring 100% of Owners and 75% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the written consent of all Unit Owners; and (b) the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain.

(1) the boundaries of any Unit or the convertibility of units into Common Elements or *visa versa*;

(2) the construction of an addition to or an expansion of a unit into limited common elements or common elements;

(3) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

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

(5) the purposes to which any Unit or the Common Elements are restricted (meaning commercial vs residential use, or public vs private use. It is not the intent of this provision to inhibit the association's control of the conveyance of interests in, or leasing of, units or portions of the common elements).

Section 2. Action requiring 80% of Owners and 75% of Lenders. Except as otherwise provided herein, the prior written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant, (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of eligible holders of first mortgages on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens

appertain shall be required to terminate the Condominium, to impose additional restriction on the leasing of Units, or to change the provisions of this Section 2;

Section 3. Action requiring 75% of Owners. Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the unit owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a "common expense."

Section 4. Amendments requiring 75% of Owners and 51% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

- (1) a change to any of the provisions governing voting rights;
- (2) a change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than 25%;
- (3) a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;
- (4) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;
- (5) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;
- (6) a change to any of the provisions governing: (a) the method of expansion or contraction of the project, or (b) the method of addition, annexation or withdrawal of land to or from the project;

(7) a change to any of the provisions governing hazard, fidelity or other insurance requirements;

(8) a change to any of the provisions governing restrictions affecting the leasing of a unit;

(9) a change to any of the provisions governing restrictions affecting the sale of a unit;

(10) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(11) a change to any of the provisions governing restoration or repair of improvements in the Condominium;

(12) a change to any of the provisions which provision is for the express benefit of mortgagees;

(13) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(14) a change to any of the provisions governing the rights of any specific class of members;

(15) a change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger;

(16) a change to any of the provisions governing the conveyance of any or all of the Common Elements;

(17) any other amendment to any of the Condominium Organizational Documents.

Section 5. Action requiring 67% of Owners and 51% of Lenders. Except as otherwise provided herein, the following action shall require: (a) the consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

- (1) an increase in assessments that raise the previously assessed amount by more than 25%;
- (2) a reduction in the reserves for maintenance, repair or replacement of Common Element improvements;
- (3) the imposition of any new restrictions affecting the leasing of a unit;
- (4) the imposition of any new restrictions affecting the sale of a unit;
- (5) the decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
- (6) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
- (7) a decision by the Association to establish self management if professional management has been required previously by the Condominium Organizational Documents or by an eligible mortgage lender, or by a majority vote of the members;

Section 6. Amendments not requiring consent of Owners or Lenders. Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or By-Laws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

- (1) **Amendments by Declarant to Expand Condominium.** Amendments aiding the expansion of the condominium pursuant to Article XVIII shall not require the consent of any parties other than the Declarant.
- (2) **Amendments by Declarant to Address Compliance and Other Issues.** The Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government

National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

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

(a) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

(b) To meet the requirements of insurance underwriters;

(c) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;

(d) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

(e) To designate a successor to the person named to receive service of process for the Association.

Section 7. Approval by Veterans Administration During Developer Control. If the condominium has been approved by the Department of Veterans Affairs, and while the Declarant is in control of the Association, any amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

Section 8. Approval by Eligible Holders. An Eligible Holder of a First Mortgage Lien on a Unit who receives a written request to approve additions or amendments or actions who does not deliver or post to the requesting party a negative response

within thirty (30) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

Section 9. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of the county in which the Condominium Property is located.

ARTICLE XVIII

EXPANSIONS

Section 1. Reservation of Expansion Option. Notwithstanding any provision in this Declaration to the contrary, the Declarant expressly reserves the option to expand the Condominium Property, by amendment adding portions of the additional property (without any consent to such amendment being required by any other party) as provided 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. Notwithstanding any provision herein to the contrary, no consent by any Unit Owner's, mortgagee (including, without limitation, any Eligible Holder of a First Mortgage Lien) is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. 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, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. There are no other circumstances that will terminate that option prior to the expiration of that seven-year period.

Section 4. Legal Description. A description of all Additional Property 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, is attached hereto and marked "Exhibit C", and referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Except as described in this Section 5, 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 all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property. Notwithstanding the foregoing, no later than the time that the Declarant has sold and conveyed units which have 75% of the total par value for all units that may become part of the Condominium, to unrelated, bona fide purchasers, the Declarant will add the recreational facilities described in Section 9 of Article XIV (and the portion of the additional property upon which the recreational facilities are located) to the condominium.

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 limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

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 Residential Units that may be created on the Additional Property and added to the Condominium Property is 222 (for a maximum total of 328 Residential Units) and the maximum total number of Garage Units that may be created on the Additional Property and added to the Condominium Property is 137 (for a maximum total of 155 Garage Units); provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of residential units, garages or other buildings 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 number 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, provided that the total number of units in the Condominium, after any portion of the Additional Property is

added thereto, shall not exceed the number of units per acre allowed by applicable zoning or variance.

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use or use, in the case of a Garage Unit, in conjunction with the residential occupancy of a residence on the Condominium Property or the remaining Additional Property (the definition of residential use permits the Declarant's use of Units for sales models and offices, and the use of a recreational facility used in connection with the residences is not considered to be "non-residential") is zero, since no commercial units may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

Section 10. Compatibility of Structures. All structures and improvements erected on all or any portion of the Additional Property and added to the Condominium Property will be the structures currently located on the additional property (and additional garages compatible with current garages) or in the event of the destruction and rebuilding of any such structures, structures containing unit types consistent with and be reasonably compatible with the units now located on the additional property and described in Section 3 of Article VI, above. Such structures shall be reasonably compatible with (but need not be identical to) structures currently on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Consistency and compatible 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 compatible because of changes in the number of dwelling units in a building, variances in set-backs or locations of structures in relation to other improvements, or changes in layout of units. There is no such restriction with respect to portions of the Additional Property not added to the Condominium.

Section 11. Improvements other than Structures. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements shall be made; except that any such non-structural improvements shall not be incompatible with current improvements that are on the Additional Property or 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 have been described in Article VI, Section 3, above, and are the units which are currently located on the

Additional Property (plus any additional garages to be constructed thereon). Such requirements shall not affect, or restrict the Developer with regard to, any portion of the additional property not added to the Condominium. There are no other limitations as to the types of Units which may be created on the Additional Property.

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 consistent in type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, porches, decks, patio areas, stairways and parking spaces. The exact 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 and other factors presently undetermined.

Section 14. Supplementary Drawings. Declarant does not consider any other drawings or plans, other than the Condominium Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.

Section 15. Successor owner not Liable for Actions of Declarant. A successor owner of the Condominium Property or of additional property added to the Condominium Property who is not an affiliate of the Declarant (as the term "affiliate" is defined by §5311.01(C) of the Ohio Revised Code) and who is a *bona fide* purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

Section 16. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 17. Effects of Expansion. Upon the filing for record 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 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 and bind 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;

(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;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated in proportion to the par values assigned to each unit type in Section 3 of Article VI, above; and

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

ARTICLE XIX

GENERAL PROVISIONS

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

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefitting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner

who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

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

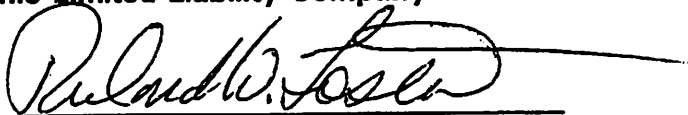
Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such 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 WITNESS WHEREOF, the undersigned have executed this instrument this 24th day of August, 2004.

Millington Investment Company, LLC,
an Ohio Limited Liability Company

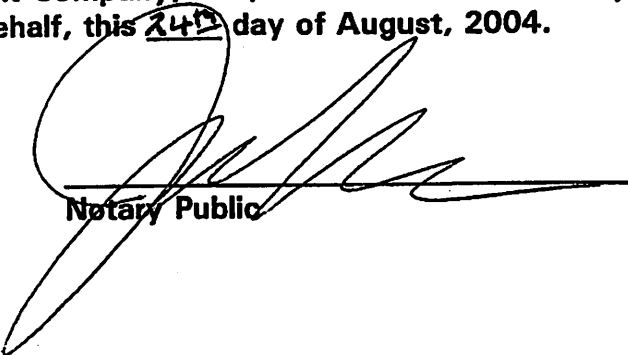
By:



Richard W. Foster, Authorized Agent

**STATE OF OHIO
COUNTY OF FRANKLIN, SS:**

This instrument was acknowledged before me by Richard W. Foster, the authorized agent of Millington Investment Company, LLC, an Ohio Limited Liability Company, the Declarant herein, on its behalf, this ~~24th~~ day of August, 2004.



Notary Public



JUDY A. HOSKINSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 5, 2006

Exhibits

- A Property Description**
- B Unit Designation and square footages**
- C Additional Property**

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	Annually	Monthly	
A-16	3400	3400	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-16	3402	3402	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-16	3404	3404	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-16	3406	3406	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-16	3408	3408	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-16	3410	3410	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-16	3412	3412	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-16	3414	3414	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-16	3416	3416	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-16	3418	3418	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-16	3420	3420	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-16	3422	3422	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-17	3372	3372	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-17	3374	3374	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-17	3376	3376	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-17	3378	3378	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-17	3380	3380	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-17	3382	3382	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-17	3384	3384	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-17	3386	3386	Smiley's Corner	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-17	3388	3388	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-17	3390	3390	Smiley's Corner	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-17	3392	3392	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-17	3394	3394	Smiley's Corner	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	Annually	Monthly	
A-2	3566	3566	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-2	3568	3568	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-2	3570	3570	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-2	3572	3572	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-2	3574	3574	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-2	3576	3576	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-2	3578	3578	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-2	3580	3580	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-2	3582	3582	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-2	3584	3584	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-2	3586	3586	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-2	3588	3588	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-15	3419	3419	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-15	3421	3421	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-15	3423	3423	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-15	3425	3425	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-15	3427	3427	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-15	3429	3429	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-15	3431	3431	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-15	3433	3433	Fishinger Mill Drive	Bedford	880	1	880	0.6271%	\$886.11	\$73.84
A-15	3435	3435	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-15	3437	3437	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.7952%	\$1,123.75	\$93.65
A-15	3439	3439	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17
A-15	3441	3441	Fishinger Mill Drive	Camden	1,158	2	1,158	0.8252%	\$1,166.04	\$97.17

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	Exhibit B		
								Annually	Monthly	
B-5	3360	3360	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-5	3362	3362	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-5	3364	3364	Eastwoodlands Trail	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-5	3366	3366	Eastwoodlands Trail	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-5	3368	3368	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-5	3370	3370	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-1	3432	3432	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-1	3434	3434	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-1	3436	3436	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-1	3438	3438	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-2	3408	3408	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-2	3410	3410	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-2	3412	3412	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-2	3414	3414	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-3	3405	3405	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-3	3407	3407	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-3	3409	3409	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-3	3411	3411	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-4	3393	3393	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-4	3395	3395	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-4	3397	3397	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-4	3399	3399	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-5	3377	3377	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-5	3379	3379	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-5	3381	3381	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-5	3383	3383	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

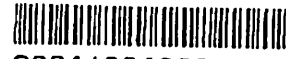
Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	Annually	Monthly	
B-1	3441	3441	Smiley's Corner	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-1	3443	3443	Smiley's Corner	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-1	3445	3445	Smiley's Corner	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-1	3447	3447	Smiley's Corner	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-1	3449	3449	Smiley's Corner	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-1	3451	3451	Smiley's Corner	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-2	3434	3434	Smiley's Corner	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-2	3436	3436	Smiley's Corner	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-2	3438	3438	Smiley's Corner	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-2	3440	3440	Smiley's Corner	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-2	3442	3442	Smiley's Corner	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-2	3444	3444	Smiley's Corner	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-3	3425	3425	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-3	3427	3427	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-3	3429	3429	Eastwoodlands Trail	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-3	3431	3431	Eastwoodlands Trail	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-3	3433	3433	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-3	3435	3435	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-4	3392	3392	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
B-4	3394	3394	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-4	3396	3396	Eastwoodlands Trail	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-4	3398	3398	Eastwoodlands Trail	Hampton	1,450	2	1,450	1.0332%	\$1,460.06	\$121.67
B-4	3400	3400	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
B-4	3402	3402	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	Annually	Monthly	
C-6	3359	3359	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-6	3361	3361	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-6	3363	3363	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-6	3365	3365	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-7	3350	3350	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
C-7	3352	3352	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-7	3354	3354	Eastwoodlands Trail	Plymouth	1,558	3	1,558	1.1102%	\$1,568.81	\$130.73
C-7	3356	3356	Eastwoodlands Trail	Newport	1,500	2	1,500	1.0689%	\$1,510.41	\$125.87
G	1		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	2		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	3		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	4		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	5		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	6		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	49		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	50		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	51		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	52		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	53		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	54		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	85		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	86		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	87		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	88		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	89		Garage	440		110	0.0784%	\$110.76	\$9.23	
G	90		Garage	440		110	0.0784%	\$110.76	\$9.23	
						140,336	100.00%	\$141,310	\$11,776	

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

with plan # 200410040230956



200410040230948
Pg: 16 \$144.00 T20040086189
10/04/2004 2:48PM BXALLEN KUEHN
Robert G. Montgomery
Franklin County Recorder

FIRST AMENDMENT
(ADDING SECOND PHASE) TO
DECLARATION OF CONDOMINIUM

FOR

*The Millington
Condominium at
Mill Run*

EXPANDING THE CONDOMINIUM PROPERTY

Franklin County Auditor
JOSEPH W. TESTA

by: *Jane Lenning*
Jane Lenning,
Deputy Auditor

This instrument prepared by

Kenton L. Kuehne
Allen, Kuehne & Stovall LLP
21 West Broad Street
Columbus, Ohio 43215

TRANSFERRED

OCT 04 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 138 PAGE 5-13

AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for The Millington Condominium at Mill Run, ("the Condominium"), expanding and submitting additional property to the condominium is made as of this 20th day of September, 2004.

Background

Millington Investment Company, LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of The Millington Condominium at Mill Run. The Declaration is recorded as Instrument Number 200408260200154, and the drawings are recorded in Condominium Plat Book 136, Pages 35-43, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XVIII of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. Additional Property Added. A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. Name. The Condominium, as expanded hereby, shall continue to be named "The Millington Condominium at Mill Run".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvements Description. The property being added by this amendment consists of 5.185 acres of land, on which are situated 8 residential building containing a total of 54 Residential units and one garage building containing a total of 6 Garage Units. Improvements on such properties 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 Residential Units added to the Condominium is designated on the drawings filed simultaneously herewith, by a building number followed by a four-digit unit number which corresponds to the unit's address. Each of the Garage Units is designated by a garage unit number preceded by the letter "G". A listing of the proper Unit designations (and the proper Unit designations of all Units in the Condominium), are shown on the attached Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the Drawings filed simultaneously herewith, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The location of each Unit added hereby is shown on the Drawings filed herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the Drawings filed simultaneously herewith.

7. Common and Limited Common Elements.

a. Common Elements. All of the property described in Exhibit A, 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 added hereby that are labeled to designated "LCE" or "limited common elements" on the Drawings filed herewith, are Limited Common Elements. These Limited Common Elements are reserved for the exclusive use of the Units which those improvements are designed to serve, in accordance with the provisions of the Declaration and as designated on the Drawings

c. Undivided Ownership of Common Elements. The undivided interest in the Common Elements appurtenant to all Units in the Condominium as expanded hereby, and as thereby allocated and reallocated, are shown in the attached Exhibit B. 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.

8. Effects of Expansion. Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. the owner or owners of Units within such property shall thereupon become members of the Condominium Association, 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 property, and to the owners, mortgagees and lessees of Units thereon, with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 20 day of September, 2004.

Millington Investment Company, LLC

By Richard W. Foster
Richard W. Foster

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public, personally appeared Richard W. Foster, the authorized agent of Millington Investment Company, LLC, an Ohio Limited Liability Company, the Declarant herein, who acknowledged the execution of this document to be his free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 20 day of September, 2004.



CINDY L. O'BRIEN
Notary Public, State of Ohio
My Commission Expires 11-29-04

Cindy L. O'Brien
Notary Public

THE FIRST AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
5.185 ACRES

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11.579 acre tract (Parcel 1) and part of an original 12.959 acre tract (Parcel 2) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at the northwesterly corner of Lot 15 Mill Run Subdivision, a subdivision of record in Plat Book 64, Page 18, said point also being a common corner of said Lot 15 and said original 12.959 acre tract;

Thence along the easterly right-of-way line of Woods Mill Drive (60' in width) and along a curve to the left having a central angle of $46^{\circ}14'11''$, a radius of 330.00 feet, an arc length of 266.30 feet, a chord bearing North $17^{\circ}40'20''$ East, and a chord length of 259.14 feet, to an iron pin found at a southwesterly corner of "THE MILLINGTON CONDOMINIUM AT MILL RUN" a condominium plat of record in Condo Book 136, Page 35;

Thence the following six (6) courses and distances along the southerly lines of said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

1. North $84^{\circ}39'50''$ East, a distance of 25.87 feet, to an iron pin found;
2. North $89^{\circ}29'26''$ East, a distance of 44.99 feet, to an iron pin found;
3. South $84^{\circ}46'13''$ East, a distance of 34.09 feet, to an iron pin found;
4. South $78^{\circ}39'46''$ East, a distance of 29.05 feet, to an iron pin found at a point of curvature;
5. Along a curve to the right having a central angle of $69^{\circ}23'05''$, a radius of 22.64 feet, an arc length of 27.41 feet, a chord bearing South $40^{\circ}01'19''$ East, and a chord length of 25.77 feet, to an iron pin found;
6. South $85^{\circ}39'24''$ East, a distance of 22.56 feet, to an iron pin found;

Thence the following seven (7) courses and distances over and across said original 12.959 acre tract;

1. South $07^{\circ}13'49''$ East, a distance of 102.84 feet, to an iron pin set;

2. North $80^{\circ}10'41''$ East, a distance of 178.10 feet, to an iron pin set;
3. South $16^{\circ}28'21''$ East, a distance of 97.83 feet, to an iron pin set at a point on a curve;
4. Along a curve to the left having a central angle of $16^{\circ}43'35''$, a radius of 693.00 feet, an arc length of 202.31 feet, a chord bearing of North $43^{\circ}56'09''$ East, and a chord length of 201.59 feet, to an iron pin set;
5. South $69^{\circ}48'15''$ East, a distance of 58.77 feet, to an iron pin set;
6. North $20^{\circ}11'45''$ East, a distance of 63.66 feet, to an iron pin set;
7. South $69^{\circ}48'15''$ East, a distance of 114.74 feet, to an iron pin set in a line common to said original 12.959 acre tract and a Retention Pond Area conveyed to Mill Run Owners Association by deed of record in Official Record 9602, Page E03;

Thence the following five (5) courses and distances along the lines common to said original 12.959 acre tract and said Retention Pond Area :

1. South $20^{\circ}26'13''$ East, a distance of 32.95 feet, to an iron pin found;
2. South $23^{\circ}05'30''$ West, a distance of 39.13 feet, to an iron pin found;
3. South $39^{\circ}56'02''$ West, a distance of 109.12 feet, to an iron pin found;
4. South $36^{\circ}36'54''$ East, a distance of 32.60 feet, to an iron pin found;
5. North $66^{\circ}51'20''$ East, a distance of 89.73 feet, to an iron pin found at a common corner of said 12.959 acre tract, said Retention Pond Area and a 0.674 acre tract conveyed to Robert W. and Marjorie Person by deed of record in Deed Book 2582, Page 465;

Thence South $08^{\circ}01'08''$ East, a distance of 125.00 feet, along the line common to said 12.959 acre tract and said 0.674 acre tract, to an iron pin found in the northerly line of The Glen No. 6 a subdivision of record in Plat Book 52, Page 91;

Thence South $79^{\circ}13'42''$ West, a distance of 634.35 feet, along the line common to said 12.959 acre tract and said The Glen No. 6, to an iron pin found at the southeasterly corner of said Lot 15;

Thence North $49^{\circ}12'33''$ West, a distance of 282.80 feet, along the line common to said 12.959 acre tract and said Lot 15, to the Point of Beginning. Containing 5.185 acres, more or less, of which 0.106 acres comes from said original 11.579 acre tract

(Parcel 1) and 5.079 acres comes from said original 12.959 acre tract (Parcel 2), and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.



R.D. ZANDE AND ASSOCIATES, INC.

Carl F. Purtz III 9-20-04

Carl F. Purtz III Date
Registered Surveyor No. S-6598

I:\1947\SURVEY\CONDO\DESCRIPTIONS\1947cd-S.062 acres 1ST.doc

Exhibit B

Building Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-2	3566	Fishinger Mill Drive	1,158	2	1,158	0.5472%
A-2	3568	Fishinger Mill Drive	1,158	2	1,158	0.5472%
A-2	3570	Fishinger Mill Drive	1,116	2	1,116	0.5274%
A-2	3572	Fishinger Mill Drive	1,116	2	1,116	0.5274%
A-2	3574	Fishinger Mill Drive	880	1	880	0.4158%
A-2	3576	Fishinger Mill Drive	880	1	880	0.4158%
A-2	3578	Fishinger Mill Drive	880	1	880	0.4158%
A-2	3580	Fishinger Mill Drive	880	1	880	0.4158%
A-2	3582	Fishinger Mill Drive	1,116	2	1,116	0.5274%
A-2	3584	Fishinger Mill Drive	1,116	2	1,116	0.5274%
A-2	3586	Fishinger Mill Drive	1,158	2	1,158	0.5472%
A-2	3588	Fishinger Mill Drive	1,158	2	1,158	0.5472%
A-12	3627	Hilliard Station Road	1,158	2	1,158	0.5472%
A-12	3629	Hilliard Station Road	1,158	2	1,158	0.5472%
A-12	3631	Hilliard Station Road	1,116	2	1,116	0.5274%
A-12	3633	Hilliard Station Road	1,116	2	1,116	0.5274%
A-12	3635	Hilliard Station Road	880	1	880	0.4158%
A-12	3637	Hilliard Station Road	880	1	880	0.4158%
A-12	3639	Hilliard Station Road	880	1	880	0.4158%
A-12	3641	Hilliard Station Road	880	1	880	0.4158%
A-12	3643	Hilliard Station Road	1,116	2	1,116	0.5274%
A-12	3645	Hilliard Station Road	1,116	2	1,116	0.5274%
A-12	3647	Hilliard Station Road	1,158	2	1,158	0.5472%
A-12	3649	Hilliard Station Road	1,158	2	1,158	0.5472%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-13	3653 Hilliard Station Road	Camden	1,158	2	1,158	0.5472%
A-13	3655 Hilliard Station Road	Camden	1,158	2	1,158	0.5472%
A-13	3657 Hilliard Station Road	Brunswick	1,116	2	1,116	0.5274%
A-13	3659 Hilliard Station Road	Brunswick	1,116	2	1,116	0.5274%
A-13	3661 Hilliard Station Road	Bedford	880	1	880	0.4158%
A-13	3663 Hilliard Station Road	Bedford	880	1	880	0.4158%
A-13	3665 Hilliard Station Road	Bedford	880	1	880	0.4158%
A-13	3667 Hilliard Station Road	Bedford	880	1	880	0.4158%
A-13	3669 Hilliard Station Road	Brunswick	1,116	2	1,116	0.5274%
A-13	3671 Hilliard Station Road	Brunswick	1,116	2	1,116	0.5274%
A-13	3673 Hilliard Station Road	Camden	1,158	2	1,158	0.5472%
A-13	3675 Hilliard Station Road	Camden	1,158	2	1,158	0.5472%
A-15	3419 Fishinger Mill Drive	Camden	1,158	2	1,158	0.5472%
A-15	3421 Fishinger Mill Drive	Camden	1,158	2	1,158	0.5472%
A-15	3423 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.5274%
A-15	3425 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.5274%
A-15	3427 Fishinger Mill Drive	Bedford	880	1	880	0.4158%
A-15	3429 Fishinger Mill Drive	Bedford	880	1	880	0.4158%
A-15	3431 Fishinger Mill Drive	Bedford	880	1	880	0.4158%
A-15	3433 Fishinger Mill Drive	Bedford	880	1	880	0.4158%
A-15	3435 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.5274%
A-15	3437 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.5274%
A-15	3439 Fishinger Mill Drive	Camden	1,158	2	1,158	0.5472%
A-15	3441 Fishinger Mill Drive	Camden	1,158	2	1,158	0.5472%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-16	3400	Camden	1,158	2	1,158	0.5472%
A-16	3402	Camden	1,158	2	1,158	0.5472%
A-16	3404	Brunswick	1,116	2	1,116	0.5274%
A-16	3406	Brunswick	1,116	2	1,116	0.5274%
A-16	3408	Bedford	880	1	880	0.4158%
A-16	3410	Bedford	880	1	880	0.4158%
A-16	3412	Bedford	880	1	880	0.4158%
A-16	3414	Bedford	880	1	880	0.4158%
A-16	3416	Brunswick	1,116	2	1,116	0.5274%
A-16	3418	Brunswick	1,116	2	1,116	0.5274%
A-16	3420	Camden	1,158	2	1,158	0.5472%
A-16	3422	Camden	1,158	2	1,158	0.5472%
A-17	3372	Camden	1,158	2	1,158	0.5472%
A-17	3374	Camden	1,158	2	1,158	0.5472%
A-17	3376	Brunswick	1,116	2	1,116	0.5274%
A-17	3378	Brunswick	1,116	2	1,116	0.5274%
A-17	3380	Bedford	880	1	880	0.4158%
A-17	3382	Bedford	880	1	880	0.4158%
A-17	3384	Bedford	880	1	880	0.4158%
A-17	3386	Bedford	880	1	880	0.4158%
A-17	3388	Bedford	880	1	880	0.4158%
A-17	3390	Brunswick	1,116	2	1,116	0.5274%
A-17	3392	Brunswick	1,116	2	1,116	0.5274%
A-17	3394	Camden	1,158	2	1,158	0.5472%
B-1	3441	Camden	1,500	2	1,500	0.7088%
B-1	3443	Newport	1,558	3	1,558	0.7362%
B-1	3445	Plymouth	1,450	2	1,450	0.6852%
B-1	3447	Hampton	1,450	2	1,450	0.6852%
B-1	3449	Plymouth	1,558	3	1,558	0.7362%
B-1	3451	Newport	1,500	2	1,500	0.7088%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft*	BRs	Par Value in "points"	Interest in common elements
B-2	3434	Newport	1,500	2	1,500	0.7088%
B-2	3436	Plymouth	1,558	3	1,558	0.7362%
B-2	3438	Hampton	1,450	2	1,450	0.6852%
B-2	3440	Hampton	1,450	2	1,450	0.6852%
B-2	3442	Plymouth	1,558	3	1,558	0.7362%
B-2	3444	Newport	1,500	2	1,500	0.7088%
B-3	3425	Newport	1,500	2	1,500	0.7088%
B-3	3427	Plymouth	1,558	3	1,558	0.7362%
B-3	3429	Hampton	1,450	2	1,450	0.6852%
B-3	3431	Hampton	1,450	2	1,450	0.6852%
B-3	3433	Plymouth	1,558	3	1,558	0.7362%
B-3	3435	Newport	1,500	2	1,500	0.7088%
B-4	3392	Newport	1,500	2	1,500	0.7088%
B-4	3394	Plymouth	1,558	3	1,558	0.7362%
B-4	3396	Hampton	1,450	2	1,450	0.6852%
B-4	3398	Hampton	1,450	2	1,450	0.6852%
B-4	3400	Plymouth	1,558	3	1,558	0.7362%
B-4	3402	Newport	1,500	2	1,500	0.7088%
B-5	3360	Newport	1,500	2	1,500	0.7088%
B-5	3362	Plymouth	1,558	3	1,558	0.7362%
B-5	3364	Hampton	1,450	2	1,450	0.6852%
B-5	3366	Hampton	1,450	2	1,450	0.6852%
B-5	3368	Plymouth	1,558	3	1,558	0.7362%
B-5	3370	Newport	1,500	2	1,500	0.7088%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest In common elements
B-8	3679	Hilliard Station Road	Newport	1,500	2	1,500	0.7088%
B-8	3681	Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
B-8	3683	Hilliard Station Road	Hampton	1,450	2	1,450	0.6852%
B-8	3685	Hilliard Station Road	Hampton	1,450	2	1,450	0.6852%
B-8	3687	Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
B-8	3689	Hilliard Station Road	Newport	1,500	2	1,500	0.7088%
B-9	3676	Hilliard Station Road	Newport	1,500	2	1,500	0.7088%
B-9	3678	Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
B-9	3680	Hilliard Station Road	Hampton	1,450	2	1,450	0.6852%
B-9	3682	Hilliard Station Road	Hampton	1,450	2	1,450	0.6852%
B-9	3684	Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
B-9	3686	Hilliard Station Road	Newport	1,500	2	1,500	0.7088%
B-10	3715	Hilliard Station Road	Newport	1,500	2	1,500	0.7088%
B-10	3717	Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
B-10	3719	Hilliard Station Road	Hampton	1,450	2	1,450	0.6852%
B-10	3721	Hilliard Station Road	Hampton	1,450	2	1,450	0.6852%
B-10	3723	Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
B-10	3725	Hilliard Station Road	Newport	1,500	2	1,500	0.7088%
C-1	3432	Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-1	3434	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-1	3436	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-1	3438	Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-2	3408	Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-2	3410	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-2	3412	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-2	3414	Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
C-3	3405	3405 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-3	3407	3407 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-3	3409	3409 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-3	3411	3411 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-4	3393	3393 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-4	3395	3395 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-4	3397	3397 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-4	3399	3399 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-5	3377	3377 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-5	3379	3379 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-5	3381	3381 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-5	3383	3383 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-6	3359	3359 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-6	3361	3361 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-6	3363	3363 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-6	3365	3365 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-7	3350	3350 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-7	3352	3352 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-7	3354	3354 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.7362%
C-7	3356	3356 Eastwoodlands Trail	Newport	1,500	2	1,500	0.7088%
C-14	3693	3693 Hilliard Station Road	Newport	1,500	2	1,500	0.7088%
C-14	3695	3695 Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
C-14	3697	3697 Hilliard Station Road	Plymouth	1,558	3	1,558	0.7362%
C-14	3699	3699 Hilliard Station Road	Newport	1,500	2	1,500	0.7088%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft.* BRs	Par Value in "points"	Interest in common elements
G 65		Garage	440	110	0.0520%
G 86		Garage	440	110	0.0520%
G 87		Garage	440	110	0.0520%
G 88		Garage	440	110	0.0520%
G 89		Garage	440	110	0.0520%
G 90		Garage	440	110	0.0520%
				211,624	100.00%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

LEGEND

- BY PLY PM REVIEW
- ▲ BY BALDWIN STATE ROAD
- △ BY BALDWIN STATE L&T
- ◻ UNITED COMMON ELEMENT
- AI MASTER EGRESSIVE UNIT HOUSE

200408260200155
 REGISTERED ARCHITECT
 R.D. ZARIDE & ASSOCIATES
 1111 EAST 10TH AVENUE
 FRANKLIN, OHIO 43020

DECLARATION #
 200403260200154



100 0 100 200
 SCALE IN FEET
 SCALE 1 INCH = 100 FEET

CONDOMINIUM DRAWINGS OF
 THE MILLINGTON CONDOMINIUM
 AT MILL RUN

LIVING IN
 CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO
 SCALE: 1 INCH = 100 FEET DATE: AUGUST, 2004

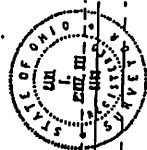
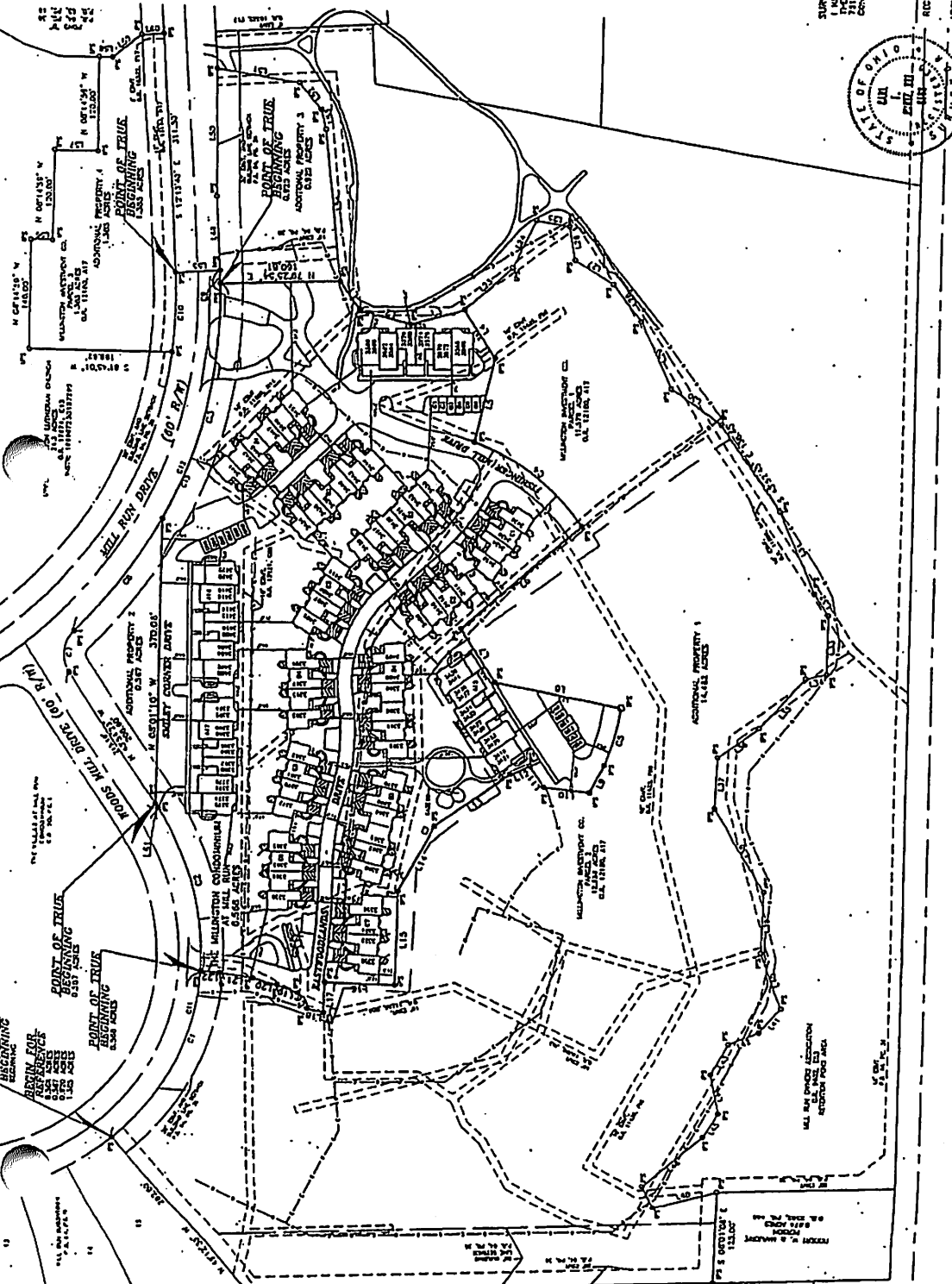
SURVEYORS CERTIFICATION
 I HEREBY CERTIFY THAT THE DRAWINGS ON PAGES 1 THROUGH 3 ACCURATELY REFLECT THE LOCATION OF IMPROVEMENTS AND RELATED LANDS OF THE MILLINGTON CONDOMINIUM AT MILL RUN, AS SET FORTH IN AN ORDERING DATE OF MAY 21, 2004, AT 2:00 P.M. OF THE JUDICIAL COUNCIL OF OHIO.

REGISTERED SURVEYOR NO. 5-1595
 DATE 8.19.04

ARCHITECT CERTIFICATION
 I HEREBY CERTIFY THAT THE DRAWINGS ON PAGES 1 THROUGH 3 ACCURATELY SHOWS EACH BUILDING OF THE MILLINGTON CONDOMINIUM AT MILL RUN, AS CONSTRUCTED.

PREPARED BY
R.D. Zaride & Associates
 1111 EAST 10TH AVENUE
 FRANKLIN, OHIO 43020
 PH: 614.881.4427
 FAX: 614.881.4427

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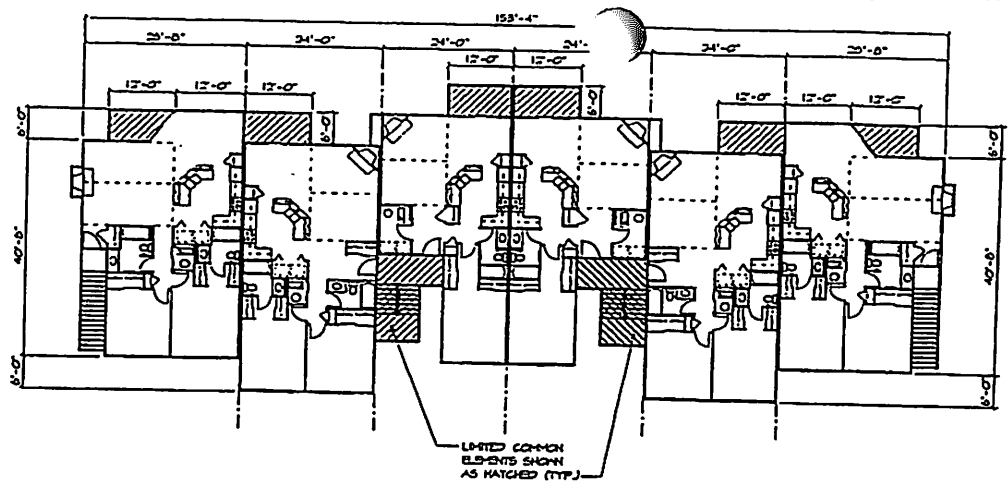
NOTE:
 1. ALL AREAS NOT DESIGNATED AS PART OF A TRACT ARE COMMON ELEMENTS.
 2. THE COMMON ELEMENT IMPROVEMENT AREA INCLUDES ALL PORTION OF A GARAGE IS PART OF A TRACT AND IS NOT PART OF THE COMMON ELEMENTS.
 3. ALL AREAS NOT DESIGNATED AS PART OF A TRACT ARE COMMON ELEMENTS.
 4. THE SITE IS SUBJECT TO A 10 FOOT VEE GAS EXHAUST TOWER 3 FEET IN DIAMETER LOCATED AT THE CORNER OF THE TRACT 2 & 3.

BASIS OF BEARINGS:
 THE BEARING SHOWN ARE BASED ON THE BEARING OF NORTH 12.541° EAST, 2000 FEET FROM THE CORNER OF THE TRACT 2 & 3 TO THE CENTER POINT OF THE TRACT 2 & 3, REFERRED TO THE NORTH, DEPENDENT WASHINGTON MARKET.

FLOOD NOTE:
 THE SUBJECT PROPERTY IS IN FIVE (5) AREA CATEGORIZED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AUGUST 2004, AND IS NOT SUBJECT TO ANY OTHER FLOOD PLAIN ZONING.

Acreage Table

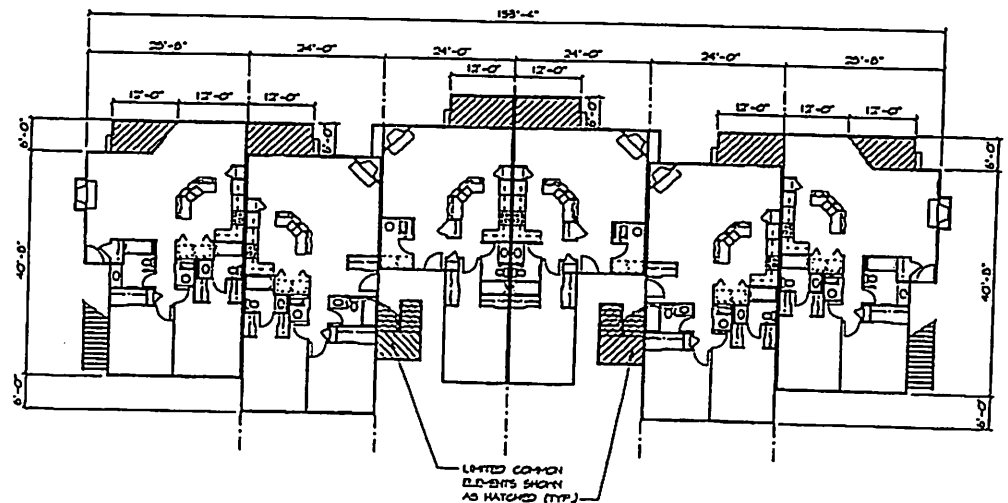
7943 Acres (Tract 1)
9,675 Acres (Tract 2)
8,568 Acres (The Millington Condominium at Mill Run)
2,148 Acres (Tract 3)
12,334 Acres (Tract 4)
14,482 Acres (Additional Property 1)



- LIMITED COMMON ELEMENTS SHOWN AS HATCHED (TYP.)
- | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|
| A-2 3588 | A-2 3584 | A-2 3580 | A-2 3576 | A-2 3572 | A-2 3568 |
| A-15 3421 | A-15 3425 | A-15 3429 | A-15 3433 | A-15 3437 | A-15 3441 |
| A-16 3422 | A-16 3418 | A-16 3414 | A-16 3410 | A-16 3406 | A-16 3402 |
| A-17 3394 | A-17 3390 | A-17 3386 | A-17 3382 | A-17 3378 | A-17 3374 |

D8 Second Floor Building Plan

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"



- LIMITED COMMON ELEMENTS SHOWN AS HATCHED (TYP.)
- | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|
| A-2 3586 | A-2 3582 | A-2 3578 | A-2 3574 | A-2 3570 | A-2 3566 |
| A-15 3419 | A-15 3423 | A-15 3427 | A-15 3431 | A-15 3435 | A-15 3439 |
| A-16 3420 | A-16 3416 | A-16 3412 | A-16 3408 | A-16 3404 | A-16 3400 |
| A-17 3392 | A-17 3388 | A-17 3384 | A-17 3380 | A-17 3376 | A-17 3372 |

A8 First Floor Building Plan

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

Millington
Condominium
Columbus, Ohio

MILLINGTON INVESTMENT COMPANY, LLC

SULLIVAN BRUCK
ARCHITECTS



CONDO PLAT BOOK 136 PG 37
111 EAST TOWN STREET COLUMBUS, OHIO 43260
TEL 614.221.7800 FAX 614.221.7889 sbruck.com

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DATE
August 2014

12 UNIT GARDEN
BUILDING 'A'
2, 15, 16, 17

PLANS
SHEET NO.

3 of 9

PROJECT NO. 040020

Millington
Condominium
Columbus, Ohio
Millington Investment Company, LLC

SULLIVAN BRUCK
ARCHITECTS



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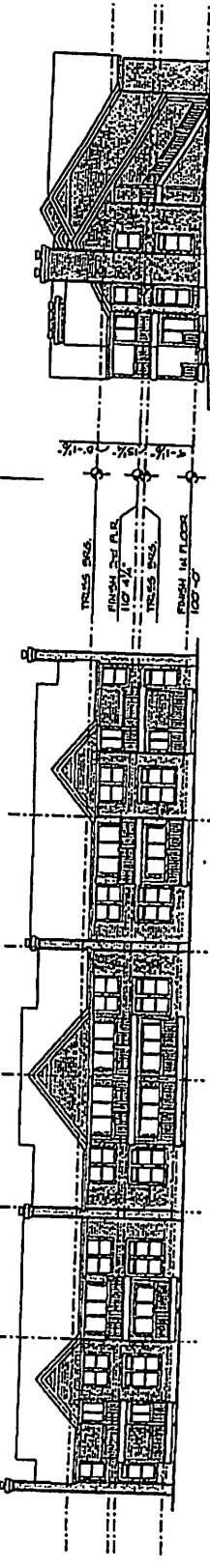
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DATE
4/14/2014

12 UNIT GARDEN
BUILDING "A"
2-15-16-17
ELEVATIONS
THIRD FLOOR

4 of 9

PROJECT NO. 000020



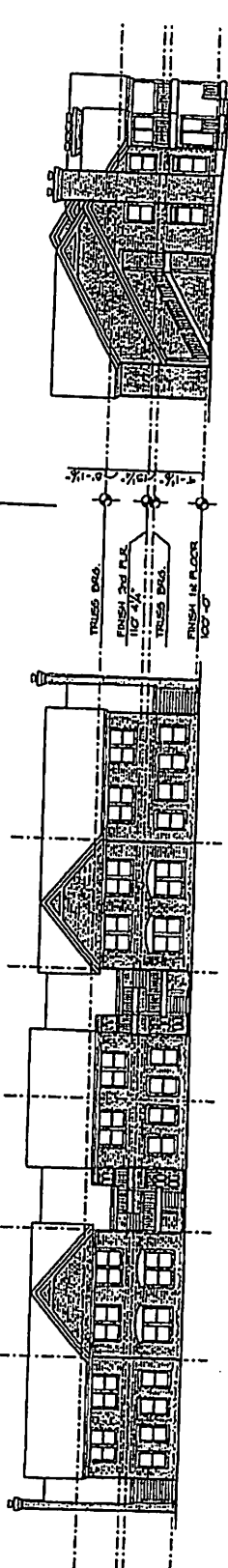
- First Floor A-2 3566
- Second Floor A-2 3570
- First Floor A-2 3572
- Second Floor A-2 3574
- First Floor A-2 3568
- Second Floor A-2 3576
- First Floor A-15 3439
- Second Floor A-15 3431
- First Floor A-15 3441
- Second Floor A-15 3427
- First Floor A-16 3400
- Second Floor A-16 3408
- First Floor A-16 3402
- Second Floor A-16 3410
- First Floor A-17 3372
- Second Floor A-17 3380
- First Floor A-17 3374
- Second Floor A-17 3382
- First Floor A-2 3586
- Second Floor A-2 3578
- First Floor A-2 3584
- Second Floor A-2 3580
- First Floor A-15 3429
- Second Floor A-15 3423
- First Floor A-16 3418
- Second Floor A-16 3416
- First Floor A-17 3384
- Second Floor A-17 3388
- First Floor A-17 3376
- Second Floor A-17 3378
- First Floor A-17 3386
- Second Floor A-17 3384
- First Floor A-17 3394
- Second Floor A-17 3390

D8 Rear Elevation

1/8" = 1'-0"

D3 Side Eley.

1/8" = 1'-0"



- First Floor A-2 3586
- Second Floor A-2 3578
- First Floor A-2 3588
- Second Floor A-2 3576
- First Floor A-15 3419
- Second Floor A-15 3427
- First Floor A-15 3421
- Second Floor A-15 3431
- First Floor A-16 3420
- Second Floor A-16 3408
- First Floor A-16 3422
- Second Floor A-16 3412
- First Floor A-17 3392
- Second Floor A-17 3384
- First Floor A-17 3394
- Second Floor A-17 3382
- First Floor A-2 3566
- Second Floor A-2 3574
- First Floor A-2 3568
- Second Floor A-2 3572
- First Floor A-15 3439
- Second Floor A-15 3435
- First Floor A-16 3400
- Second Floor A-16 3404
- First Floor A-16 3402
- Second Floor A-16 3406
- First Floor A-17 3372
- Second Floor A-17 3376
- First Floor A-17 3374
- Second Floor A-17 3378
- First Floor A-17 3376
- Second Floor A-17 3374

A8 Front Elevation

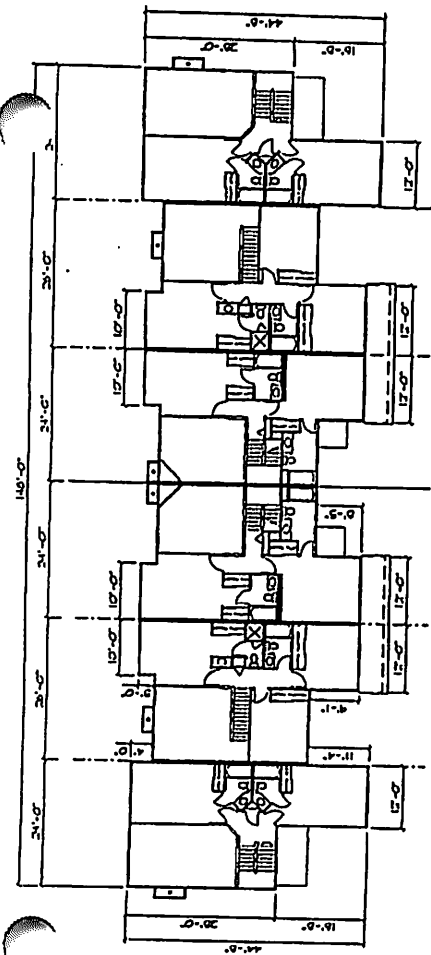
1/8" = 1'-0"

A3 Side Eley.

1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE ± 1'-0"

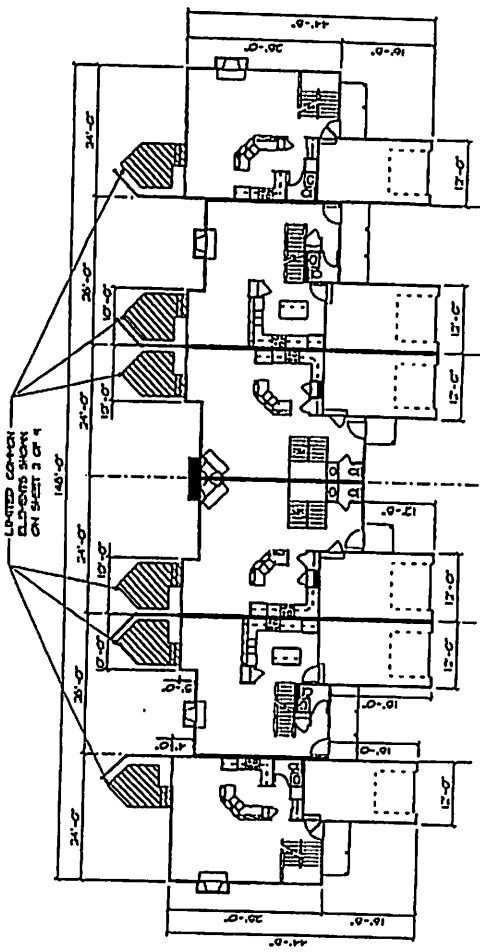
NOTE: ALL DIMENSIONS ARE ± 1'-0"



- | | | | | | |
|----------|----------|----------|----------|----------|----------|
| B-1 3441 | B-1 3443 | B-1 3445 | B-1 3447 | B-1 3449 | B-1 3451 |
| B-2 3444 | B-2 3442 | B-2 3440 | B-2 3438 | B-2 3436 | B-2 3434 |
| B-3 3425 | B-3 3427 | B-3 3429 | B-3 3431 | B-3 3433 | B-3 3435 |
| B-4 3402 | B-4 3400 | B-4 3398 | B-4 3396 | B-4 3394 | B-4 3392 |
| B-5 3370 | B-5 3368 | B-5 3366 | B-5 3364 | B-5 3362 | B-5 3360 |

D8 Second Floor Building Plan

1/8" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"



- | | | | | | |
|----------|----------|----------|----------|----------|----------|
| B-1 3441 | B-1 3443 | B-1 3445 | B-1 3447 | B-1 3449 | B-1 3451 |
| B-2 3444 | B-2 3442 | B-2 3440 | B-2 3438 | B-2 3436 | B-2 3434 |
| B-3 3425 | B-3 3427 | B-3 3429 | B-3 3431 | B-3 3433 | B-3 3435 |
| B-4 3402 | B-4 3400 | B-4 3398 | B-4 3396 | B-4 3394 | B-4 3392 |
| B-5 3370 | B-5 3368 | B-5 3366 | B-5 3364 | B-5 3362 | B-5 3360 |

A8 First Floor Building Plan

1/8" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

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DATE: August 2004

PROJECT NO. 000002

5 of 9

PLANS SHEET NO.

6 UNIT TOWNHOME BUILDING 'B' 1, 2, 3, 4, 5

SULLIVAN BRUCK ARCHITECTS



Millington Investment Company, LLC
 Millington
 Condominium
 Columbus, Ohio

Millington
Condominium
 Columbus, Ohio
 Millington Investment Company, LLC

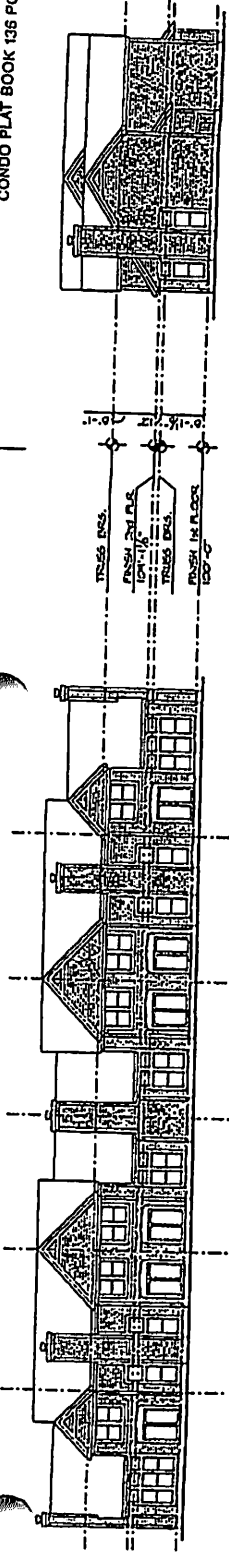
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DATE
 10/14/2020

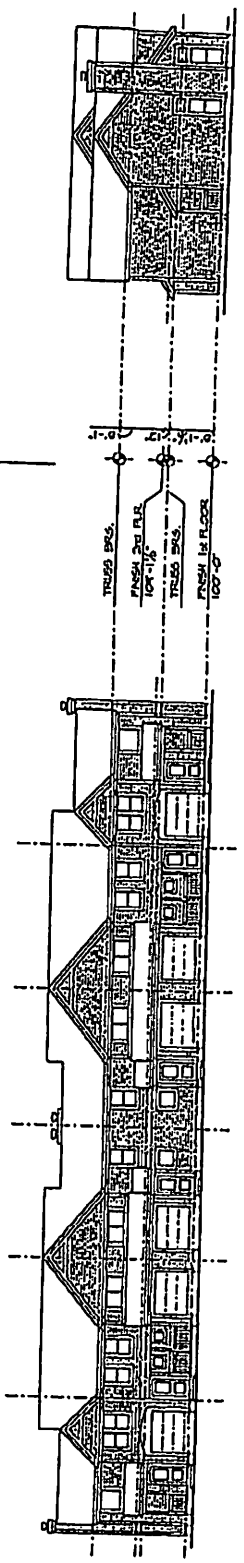
6 UNIT TOWNHOME
 BUILDING "B"
 1, 2, 3, 4, 5
 ELEVATIONS
 SHEETS

6 of 9
 PROJECT NO. 000020



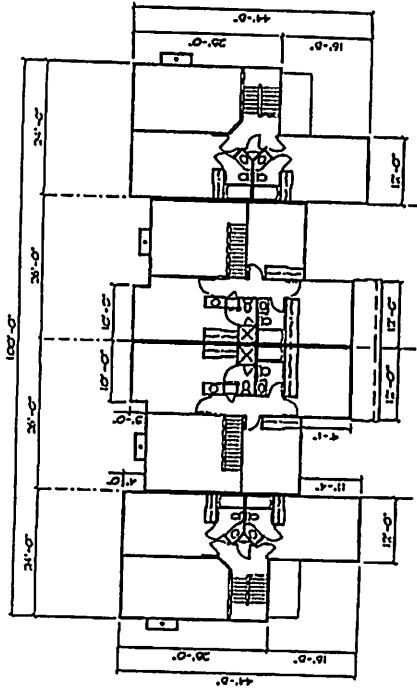
- B-1 3451
- B-2 3434
- B-3 3435
- B-4 3392
- B-5 3360
- B-1 3449
- B-2 3436
- B-3 3433
- B-4 3394
- B-5 3362
- B-1 3447
- B-2 3438
- B-3 3431
- B-4 3396
- B-5 3364
- B-1 3445
- B-2 3440
- B-3 3429
- B-4 3398
- B-5 3366
- B-1 3443
- B-2 3442
- B-3 3427
- B-4 3400
- B-5 3368
- B-1 3441
- B-2 3444
- B-3 3425
- B-4 3402
- B-5 3370

D8 **Rear Elevation** **D3** **Side Elev.**
 $\frac{1}{16}'' = 1'-0''$ $\frac{1}{16}'' = 1'-0''$ $\frac{1}{16}'' = 1'-0''$ $\frac{1}{16}'' = 1'-0''$
 NOTE: ALL DIMENSIONS ARE $\pm 1'-0''$ NOTE: ALL DIMENSIONS ARE $\pm 1'-0''$



- B-1 3441
- B-2 3444
- B-3 3425
- B-4 3402
- B-5 3370
- B-1 3443
- B-2 3442
- B-3 3427
- B-4 3400
- B-5 3368
- B-1 3445
- B-2 3440
- B-3 3429
- B-4 3398
- B-5 3366
- B-1 3447
- B-2 3438
- B-3 3431
- B-4 3396
- B-5 3364
- B-1 3449
- B-2 3436
- B-3 3433
- B-4 3394
- B-5 3362
- B-1 3441
- B-2 3434
- B-3 3435
- B-4 3392
- B-5 3360

A8 **Front Elevation** **A3** **Side Elev.**
 $\frac{1}{16}'' = 1'-0''$ $\frac{1}{16}'' = 1'-0''$ $\frac{1}{16}'' = 1'-0''$ $\frac{1}{16}'' = 1'-0''$
 NOTE: ALL DIMENSIONS ARE $\pm 1'-0''$ NOTE: ALL DIMENSIONS ARE $\pm 1'-0''$

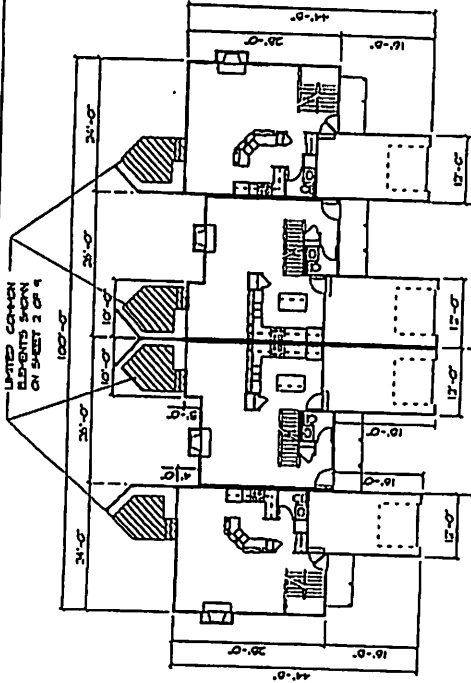


- | | | | |
|----------|----------|----------|----------|
| C-1 3438 | C-1 3436 | C-1 3434 | C-1 3432 |
| C-2 3414 | C-2 3412 | C-2 3410 | C-2 3408 |
| C-3 3405 | C-3 3407 | C-3 3409 | C-3 3411 |
| C-4 3393 | C-4 3395 | C-4 3397 | C-4 3399 |
| C-5 3377 | C-5 3379 | C-5 3381 | C-5 3383 |
| C-6 3359 | C-6 3361 | C-6 3363 | C-6 3365 |
| C-7 3356 | C-7 3354 | C-7 3352 | C-7 3350 |

Second Floor Building Plan

D8

1/8" = 1'-0"



- | | | | |
|----------|----------|----------|----------|
| C-1 3438 | C-1 3436 | C-1 3434 | C-1 3432 |
| C-2 3414 | C-2 3412 | C-2 3410 | C-2 3408 |
| C-3 3405 | C-3 3407 | C-3 3409 | C-3 3411 |
| C-4 3393 | C-4 3395 | C-4 3397 | C-4 3399 |
| C-5 3377 | C-5 3379 | C-5 3381 | C-5 3383 |
| C-6 3359 | C-6 3361 | C-6 3363 | C-6 3365 |
| C-7 3356 | C-7 3354 | C-7 3352 | C-7 3350 |

First Floor Building Plan

A8

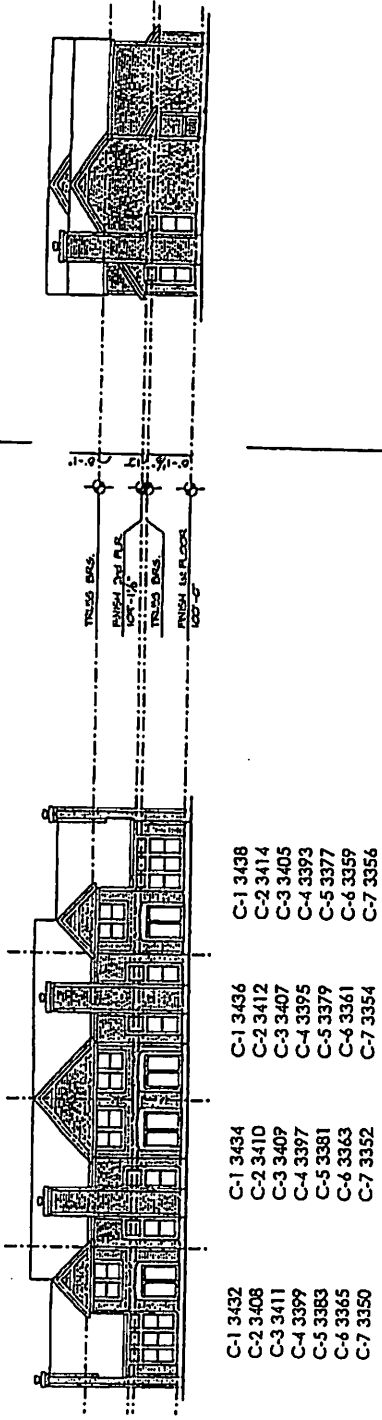
1/8" = 1'-0"

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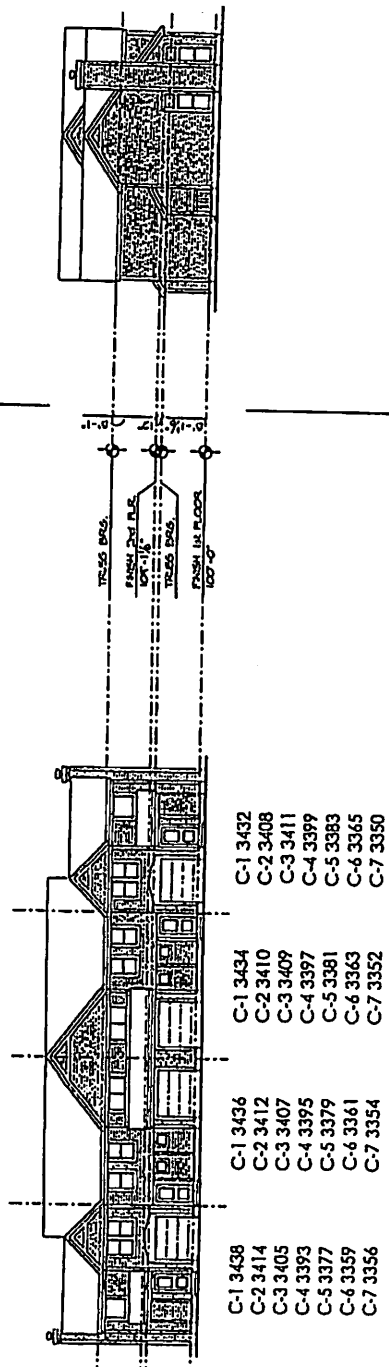
DATE: 10/14/04

4 UNIT TOWNHOME BUILDING 'C'
PLANS
SHEET NO.
1, 2, 3, 4, 5, 6, 7





D8 Rear Elevation
1/8" = 1'-0"



A8 Front Elevation
1/8" = 1'-0"

D3 Side Elev.
1/8" = 1'-0"

A3 Side Elev.
1/8" = 1'-0"

Millington
Condominium
Columbus, Ohio

Millington Investment Company, LLC

SULLIVAN BRUCK
ARCHITECTS



1111 EAST 10TH AVE., SUITE 100, COLUMBUS, OHIO 43217
614.261.4444 FAX 614.261.4444

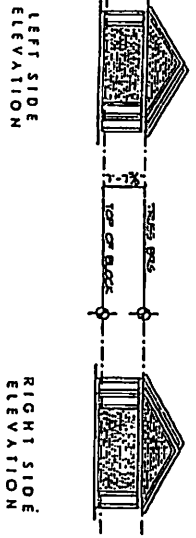
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DATE: 11/11
BY: [Signature]

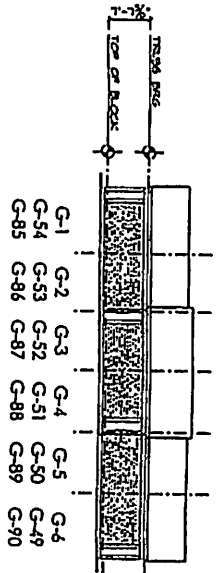
4 UNIT TOWNHOME
BUILDING 'C'
1, 2, 3, 4, 5, 6, 7
ELEVATIONS
PART 1A

8 of 9

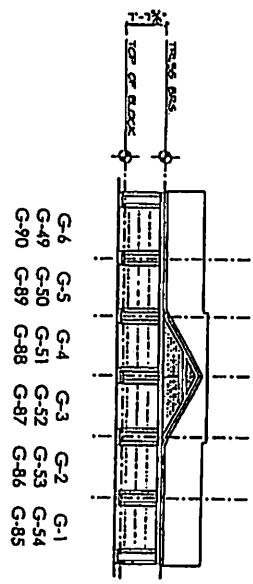
04/02/22



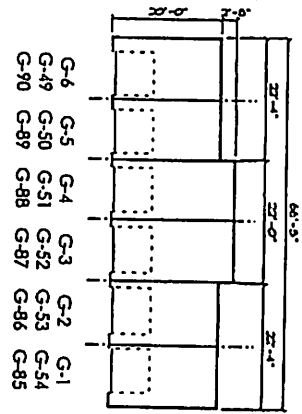
E8 Side Elevations
1/8" = 1'-0"



E4 Rear Elevation
1/8" = 1'-0"



C4 Front Elevation
1/8" = 1'-0"



A4 Floor Plan
1/8" = 1'-0"

Millington
Condominium
Columbus, Ohio

Millington Investment Company, LLC



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DATE
April 1, 2009

6 CAR GARAGE
BUILDING 'C'
PLANS &
ELEVATIONS
131711.00

PLAT # 200411030253787



200411030253784

Fee: 21 \$184.00 T20040005057
11/03/2004 2:48PM BXALLEN KUEHN
Robert G. Montgomery
Franklin County Recorder

SECOND AMENDMENT
(ADDING THIRD PHASE) TO
DECLARATION OF CONDOMINIUM

FOR

The Millington
Condominium at
Mill Run

EXPANDING THE CONDOMINIUM PROPERTY

Franklin County Auditor
JOSEPH W. TESTA

by:

Jane Lenning
Jane Lenning,
Deputy Auditor

This instrument prepared by

Kenton L. Kuehnle
Allen, Kuehnle & Stovall LLP
21 West Broad Street
Columbus, Ohio 43215

TRANSFERRED

NOV 03 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 140 PAGE 11-19

AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for The Millington Condominium at Mill Run, ("the Condominium"), expanding and submitting additional property to the condominium is made as of this 14th day of October, 2004.

Background

Millington Investment Company, LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of The Millington Condominium at Mill Run. The Declaration is recorded as Instrument Number 200408260200154, and the drawings are recorded in Condominium Plat Book 136, Pages 35-43, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XVIII of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. **Definitions.** All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. **Additional Property Added.** A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. **Name.** The Condominium, as expanded hereby, shall continue to be named "The Millington Condominium at Mill Run".
4. **Purposes.** The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. **Improvements Description.** The property being added by this amendment consists of a 4.304-acre tract and of land and a 0.730-acre tract of land, on which are situated 11 residential building containing a total of 72 Residential units and four garage buildings containing a total of 24 Garage Units. Improvements on such properties 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 Residential Units added to the Condominium is designated on the drawings filed simultaneously herewith, by a building number followed by a four-digit unit number which corresponds to the unit's address. Each of the Garage Units is designated by a garage unit number preceded by the letter "G". A listing of the proper Unit designations (and the proper Unit designations of all Units in the Condominium), are shown on the attached Exhibit B.

b. **Composition of Units.** Each Unit added hereby consists of the space in the building designated on the Drawings filed simultaneously herewith, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The location of each Unit added hereby is shown on the Drawings filed herewith.

c. **Unit Locations.** The location of each Unit added hereby is shown on the Drawings filed simultaneously herewith.

7. **Common and Limited Common Elements.**

a. **Common Elements.** All of the property described in Exhibit A, 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 added hereby that are labeled to designated "LCE" or "limited common elements" on the Drawings filed herewith, are Limited Common Elements. These Limited Common Elements are reserved for the exclusive use of the Units which those improvements are designed to serve, in accordance with the provisions of the Declaration and as designated on the Drawings

c. **Undivided Ownership of Common Elements.** The undivided interest in the Common Elements appurtenant to all Units in the Condominium as expanded hereby, and as thereby allocated and reallocated, are shown in the attached Exhibit B. 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.

8. Effects of Expansion. Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. the owner or owners of Units within such property shall thereupon become members of the Condominium Association, 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 property, and to the owners, mortgagees and lessees of Units thereon, with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 14 day of October, 2004.

Millington Investment Company, LLC

By 
Richard W. Foster

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public, personally appeared Richard W. Foster, the authorized agent of Millington Investment Company, LLC, an Ohio Limited Liability Company, the Declarant herein, who acknowledged the execution of this document to be his free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 14 day of October, 2004.

Cindy O'Brien
Notary Public



CINDY L. O'BRIEN
Notary Public, State of Ohio
My Commission Ex. 11-29-04

**THE SECOND AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
4.304 ACRES
(AREA 1)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11.579 acre tract (Parcel 1) and part of an original 12.959 acre tract (Parcel 2) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at the northwesterly corner of Lot 15 Mill Run Subdivision, a subdivision of record in Plat Book 64, Page 18, said point also being a common corner of said Lot 15 and "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" a condominium plat of record in Condo Book 138, Page 5;

Thence along the easterly right-of-way line of Woods Mill Drive (60' in width) and along a curve to the left having a central angle of $46^{\circ}14'11''$, a radius of 330.00 feet, an arc length of 266.30 feet, a chord bearing North $17^{\circ}40'20''$ East, and a chord length of 259.14 feet, to a 3/4 inch iron pin found at a common corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" and "THE MILLINGTON CONDOMINIUM AT MILL RUN" a condominium plat of record in Condo Book 136, Page 35;

Thence the following six (6) courses and distances along the lines common to said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" and said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

1. North $84^{\circ}39'50''$ East, a distance of 25.87 feet, to a 3/4 inch iron pin found;
2. North $89^{\circ}29'26''$ East, a distance of 44.99 feet, to a 3/4 inch iron pin found;
3. South $84^{\circ}46'13''$ East, a distance of 34.09 feet, to a 3/4 inch iron pin found;
4. South $78^{\circ}39'46''$ East, a distance of 29.05 feet, to a 3/4 inch iron pin found at a point of curvature;
5. Along a curve to the right having a central angle of $69^{\circ}23'05''$, a radius of 22.64 feet, an arc length of 27.41 feet, a chord bearing South $40^{\circ}01'19''$ East, and a chord length of 25.77 feet, to a 3/4 inch iron pin found;
6. South $85^{\circ}39'24''$ East, a distance of 22.56 feet, to a 3/4 inch iron pin found, said iron pin also being the **Point of True Beginning** for the herein described tract;

Thence the following eight (8) courses and distances along the easterly lines of said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

1. North $07^{\circ}13'49''$ West, a distance of 41.32 feet, to a 3/4 inch iron pin found;
2. North $82^{\circ}46'11''$ East, a distance of 93.44 feet, to a 3/4 inch iron pin found;

3. North 07°13'49" West, a distance of 120.24 feet, to a 3/4 inch iron pin found;
4. North 20°52'55" East, a distance of 96.49 feet, to a 3/4 inch iron pin found;
5. North 46°29'31" East, a distance of 123.59 feet, to a 3/4 inch iron pin found;
6. North 58°12'02" East, a distance of 28.92 feet, to a 3/4 inch iron pin found;
7. South 43°30'29" East, a distance of 34.06 feet, to a 3/4 inch iron pin found;
8. North 86°41'58" East, a distance of 63.31 feet, to a 3/4 inch iron pin found;

Thence the following four (4) courses and distances over and across said original 12.959 acre tract;

1. South 34°32'10" East, a distance of 76.28 feet, to an iron pin set;
2. North 64°28'53" East, a distance of 53.65 feet, to an iron pin set;
3. North 81°58'50" East, a distance of 62.92 feet, to an iron pin set;
4. North 65°10'12" East, a distance of 40.77 feet, to an iron pin set in a line common to said original 12.959 acre tract and a Retention Pond Area conveyed to Mill Run Owners Association by deed of record in Official Record 9602, Page E03;

Thence the following seven (7) courses and distances along the lines common to said original 12.959 acre tract and said Retention Pond Area;

1. South 40°48'35" East, a distance of 98.46 feet, to a 3/4 inch iron pin found;
2. South 06°26'11" East, a distance of 78.87 feet, to a 3/4 inch iron pin found;
3. South 29°38'56" East, a distance of 78.30 feet, to a 3/4 inch iron pin found;
4. South 32°25'19" West, a distance of 44.05 feet, to a 3/4 inch iron pin found;
5. South 58°01'19" West, a distance of 44.39 feet, to a 3/4 inch iron pin found;
6. South 20°19'25" West, a distance of 47.57 feet, to a 3/4 inch iron pin found;
7. South 20°26'13" East, a distance of 23.28 feet, to a 3/4 inch iron pin found at a northeasterly corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT";

Thence North 69°48'15" West, a distance of 114.74 feet, along a northerly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT", to a 3/4 inch iron pin found;

Thence the following three (3) courses and distances along the lines common to said original 12.959 acre tract and said Retention Pond Area;

1. North 20°11'45" East, a distance of 14.33 feet, to an iron pin set;
2. North 69°48'15" West, a distance of 40.58 feet, to an iron set at a point on a curve;
3. Along a curve to the right having a central angle of 13°42'08", a radius of 326.94 feet, an arc length of 78.19 feet, a chord bearing South 20°09'40" West, and a chord length of 78.00 feet, to an iron pin set in a northerly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT";

Thence the following five (5) courses and distances along the northerly lines of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT";

1. North 69°48'15" West, a distance of 18.24 feet, to a 3/4 inch iron pin found at a point on a curve;
2. Along a curve to the right having a central angle of 16°43'35", a radius of 693.00 feet, an arc length of 202.31 feet, a chord bearing South 43°56'09" West, and a chord length of 201.59 feet, to a 3/4 inch iron pin found;
3. North 16°28'21" West, a distance of 97.83 feet, to a 3/4 inch iron pin found;
4. South 80°10'41" West, a distance of 178.10 feet, to a 3/4 inch iron pin found;
5. North 07°13'49" West, a distance of 102.84 feet, to the **Point of True Beginning**. Containing 4.304 acres, more or less, of which 0.147 acres comes from said original 11.579 acre tract (Parcel 1) and 4.157 acres comes from said original 12.959 acre tract (Parcel 2), and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".



R.D. ZANDE AND ASSOCIATES, INC.

Carl F. Purtz III 10.27.04
 Carl F. Purtz III Date
 Registered Surveyor No. S-6598

**THE SECOND AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.730 ACRES
(AREA 2)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11.579 acre tract (Parcel 1) and part of an original 12.959 acre tract (Parcel 2) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at the northwesterly corner of Lot 15 Mill Run Subdivision, a subdivision of record in Plat Book 64, Page 18, said point also being a common corner of said Lot 15 and "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" a condominium plat of record in Condo Book 138, Page 5;

Thence along the easterly right-of-way line of Woods Mill Drive (60' in width) and along a curve to the left having a central angle of 46°14'11", a radius of 330.00 feet, an arc length of 266.30 feet, a chord bearing North 17°40'20" East, and a chord length of 259.14 feet, to a 3/4 inch iron pin found at a common corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" and "THE MILLINGTON CONDOMINIUM AT MILL RUN" a condominium plat of record in Condo Book 136, Page 35;

Thence the following six (6) courses and distances along the lines common to said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" and said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

1. North 84°39'50" East, a distance of 25.87 feet, to a 3/4 inch iron pin found;
2. North 89°29'26" East, a distance of 44.99 feet, to a 3/4 inch iron pin found;
3. South 84°46'13" East, a distance of 34.09 feet, to a 3/4 inch iron pin found;
4. South 78°39'46" East, a distance of 29.05 feet, to a 3/4 inch iron pin found at a point of curvature;
5. Along a curve to the right having a central angle of 69°23'05", a radius of 22.64 feet, an arc length of 27.41 feet, a chord bearing South 40°01'19" East, and a chord length of 25.77 feet, to a 3/4 inch iron pin found;
6. South 85°39'24" East, a distance of 22.56 feet, to a 3/4 inch iron pin found;

Thence the following thirteen (13) courses and distances along the easterly lines of said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

1. North 07°13'49" West, a distance of 41.32 feet, to a 3/4 inch iron pin found;
2. North 82°46'11" East, a distance of 93.44 feet, to a 3/4 inch iron pin found;

3. North 07°13'49" West, a distance of 120.24 feet, to a 3/4 inch iron pin found;
4. North 20°52'55" East, a distance of 96.49 feet, to a 3/4 inch iron pin found;
5. North 46°29'31" East, a distance of 123.59 feet, to a 3/4 inch iron pin found;
6. North 58°12'02" East, a distance of 28.92 feet, to a 3/4 inch iron pin found;
7. South 43°30'29" East, a distance of 34.06 feet, to a 3/4 inch iron pin found;
8. North 86°41'58" East, a distance of 63.31 feet, to a 3/4 inch iron pin found;
9. North 19°28'22" East, a distance of 41.56 feet, to a 3/4 inch iron pin found at a point of curvature;
10. Along a curve to the left having a central angle of 15°04'00", a radius of 302.25 feet, an arc length of 79.48 feet, a chord bearing North 07°30'07" East, and a chord length of 79.25 feet, to a 3/4 inch iron pin found, said iron pin also being the **Point of True Beginning** for the herein described tract;
11. North 89°00'00" West, a distance of 175.79 feet, to a 3/4 inch iron pin found;
12. North 43°20'22" West, a distance of 82.43 feet, to a 3/4 inch iron pin found;
13. North 41°35'22" East, a distance of 211.41 feet, to a 3/4 inch iron pin found at a point on a curve;

Thence over and across said original 11.579 acre tract and said original 12.959 acre tract and along a curve to the right having a central angle of 45°06'27", a radius of 312.23 feet, an arc length of 245.81 feet, a chord bearing South 22°35'30" East, and a chord length of 239.51 feet, to the **Point of True Beginning**. Containing 0.730 acres, more or less, of which 0.124 acres comes from said original 11.579 acre tract (Parcel 1) and 0.606 acres comes from said original 12.959 acre tract (Parcel 2), and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.



Carl F. Purtz III 10.27.04
 Carl F. Purtz III Date
 Registered Surveyor No. S-6598

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					Exhibit B		Par Value in "points"	Interest in common elements
Building	Unit	Address		Type	Sq ft.*	BRs		
A-2	3566	3566	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-2	3568	3568	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-2	3570	3570	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-2	3572	3572	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-2	3574	3574	Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-2	3576	3576	Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-2	3578	3578	Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-2	3580	3580	Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-2	3582	3582	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-2	3584	3584	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-2	3586	3586	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-2	3588	3588	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-10	3575	3575	Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-10	3577	3577	Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-10	3579	3579	Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-10	3581	3581	Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-10	3583	3583	Hilliard Station Road	Bedford	880	1	880	0.2868%
A-10	3585	3585	Hilliard Station Road	Bedford	880	1	880	0.2868%
A-10	3587	3587	Hilliard Station Road	Bedford	880	1	880	0.2868%
A-10	3589	3589	Hilliard Station Road	Bedford	880	1	880	0.2868%
A-10	3591	3591	Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-10	3593	3593	Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-10	3595	3595	Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-10	3597	3597	Hilliard Station Road	Camden	1,158	2	1,158	0.3774%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-11	3603	3603 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-11	3605	3605 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-11	3607	3607 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-11	3609	3609 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-11	3611	3611 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-11	3613	3613 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-11	3615	3615 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-11	3617	3617 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-11	3619	3619 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-11	3621	3621 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-11	3623	3623 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-11	3625	3625 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-12	3627	3627 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-12	3629	3629 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-12	3631	3631 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-12	3633	3633 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-12	3635	3635 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-12	3637	3637 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-12	3639	3639 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-12	3641	3641 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-12	3643	3643 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-12	3645	3645 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-12	3647	3647 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-12	3649	3649 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-13	3653	3653 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-13	3655	3655 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-13	3657	3657 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-13	3659	3659 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-13	3661	3661 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-13	3663	3663 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-13	3665	3665 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-13	3667	3667 Hilliard Station Road	Bedford	880	1	880	0.2868%
A-13	3669	3669 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-13	3671	3671 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3637%
A-13	3673	3673 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-13	3675	3675 Hilliard Station Road	Camden	1,158	2	1,158	0.3774%
A-14	3457	3457 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-14	3459	3459 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-14	3461	3461 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-14	3463	3463 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-14	3465	3465 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-14	3467	3467 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-14	3469	3469 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-14	3471	3471 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-14	3473	3473 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-14	3475	3475 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-14	3477	3477 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-14	3479	3479 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-15	3419	3419 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-15	3421	3421 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-15	3423	3423 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-15	3425	3425 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-15	3427	3427 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-15	3429	3429 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-15	3431	3431 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-15	3433	3433 Fishinger Mill Drive	Bedford	880	1	880	0.2868%
A-15	3435	3435 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-15	3437	3437 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3637%
A-15	3439	3439 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-15	3441	3441 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3774%
A-16	3400	3400 Smiley's Corner	Camden	1,158	2	1,158	0.3774%
A-16	3402	3402 Smiley's Corner	Camden	1,158	2	1,158	0.3774%
A-16	3404	3404 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-16	3406	3406 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-16	3408	3408 Smiley's Corner	Bedford	880	1	880	0.2868%
A-16	3410	3410 Smiley's Corner	Bedford	880	1	880	0.2868%
A-16	3412	3412 Smiley's Corner	Bedford	880	1	880	0.2868%
A-16	3414	3414 Smiley's Corner	Bedford	880	1	880	0.2868%
A-16	3416	3416 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-16	3418	3418 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-16	3420	3420 Smiley's Corner	Camden	1,158	2	1,158	0.3774%
A-16	3422	3422 Smiley's Corner	Camden	1,158	2	1,158	0.3774%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-17	3372	3372 Smiley's Corner	Camden	1,158	2	1,158	0.3774%
A-17	3374	3374 Smiley's Corner	Camden	1,158	2	1,158	0.3774%
A-17	3376	3376 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-17	3378	3378 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-17	3380	3380 Smiley's Corner	Bedford	880	1	880	0.2868%
A-17	3382	3382 Smiley's Corner	Bedford	880	1	880	0.2868%
A-17	3384	3384 Smiley's Corner	Bedford	880	1	880	0.2868%
A-17	3386	3386 Smiley's Corner	Bedford	880	1	880	0.2868%
A-17	3388	3388 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-17	3390	3390 Smiley's Corner	Brunswick	1,116	2	1,116	0.3637%
A-17	3392	3392 Smiley's Corner	Camden	1,158	2	1,158	0.3774%
A-17	3394	3394 Smiley's Corner	Camden	1,158	2	1,158	0.3774%
B-1	3441	3441 Smiley's Corner	Newport	1,500	2	1,500	0.4889%
B-1	3443	3443 Smiley's Corner	Plymouth	1,558	3	1,558	0.5078%
B-1	3445	3445 Smiley's Corner	Hampton	1,450	2	1,450	0.4726%
B-1	3447	3447 Smiley's Corner	Hampton	1,450	2	1,450	0.4726%
B-1	3449	3449 Smiley's Corner	Plymouth	1,558	3	1,558	0.5078%
B-1	3451	3451 Smiley's Corner	Newport	1,500	2	1,500	0.4889%
B-2	3434	3434 Smiley's Corner	Newport	1,500	2	1,500	0.4889%
B-2	3436	3436 Smiley's Corner	Plymouth	1,558	3	1,558	0.5078%
B-2	3438	3438 Smiley's Corner	Hampton	1,450	2	1,450	0.4726%
B-2	3440	3440 Smiley's Corner	Hampton	1,450	2	1,450	0.4726%
B-2	3442	3442 Smiley's Corner	Plymouth	1,558	3	1,558	0.5078%
B-2	3444	3444 Smiley's Corner	Newport	1,500	2	1,500	0.4889%
B-3	3425	3425 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
B-3	3427	3427 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
B-3	3429	3429 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4726%
B-3	3431	3431 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4726%
B-3	3433	3433 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
B-3	3435	3435 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
B-4	3392	3392 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
B-4	3394	3394 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
B-4	3396	3396 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4726%
B-4	3398	3398 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4726%
B-4	3400	3400 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
B-4	3402	3402 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
B-5	3360	3360 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
B-5	3362	3362 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
B-5	3364	3364 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4726%
B-5	3366	3366 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4726%
B-5	3368	3368 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
B-5	3370	3370 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
B-6	3379	3379 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
B-6	3381	3381 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
B-6	3383	3383 Fishinger Mill Drive	Hampton	1,450	2	1,450	0.4726%
B-6	3385	3385 Fishinger Mill Drive	Hampton	1,450	2	1,450	0.4726%
B-6	3387	3387 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
B-6	3389	3389 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
B-7	3660	3660 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
B-7	3662	3662 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-7	3664	3664 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-7	3666	3666 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-7	3668	3668 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-7	3670	3670 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
B-8	3679	3679 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
B-8	3681	3681 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-8	3683	3683 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-8	3685	3685 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-8	3687	3687 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-8	3689	3689 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
B-9	3676	3676 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
B-9	3678	3678 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-9	3680	3680 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-9	3682	3682 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-9	3684	3684 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-9	3686	3686 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
B-10	3715	3715 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
B-10	3717	3717 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-10	3719	3719 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-10	3721	3721 Hilliard Station Road	Hampton	1,450	2	1,450	0.4726%
B-10	3723	3723 Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
B-10	3725	3725 Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
C-1	3432	3432 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-1	3434	3434 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-1	3436	3436 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-1	3438	3438 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-2	3408	3408 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-2	3410	3410 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-2	3412	3412 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-2	3414	3414 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

					Exhibit B		Par Value in "points"	Interest in common elements
Building	Unit	Address		Type	Sq ft.*	BRs		
C-3	3405	3405	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-3	3407	3407	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-3	3409	3409	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-3	3411	3411	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-4	3393	3393	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-4	3395	3395	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-4	3397	3397	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-4	3399	3399	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-5	3377	3377	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-5	3379	3379	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-5	3381	3381	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-5	3383	3383	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-6	3359	3359	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-6	3361	3361	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-6	3363	3363	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-6	3365	3365	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-7	3350	3350	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-7	3352	3352	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-7	3354	3354	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.5078%
C-7	3356	3356	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4889%
C-8	3361	3361	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
C-8	3363	3363	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-8	3365	3365	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-8	3367	3367	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
C-9	3334	3334	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
C-9	3336	3336	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-9	3338	3338	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-9	3340	3340	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
C-10	3346	3346	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
C-10	3348	3348	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-10	3350	3350	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-10	3352	3352	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
C-11	3358	3358	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
C-11	3360	3360	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-11	3362	3362	Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.5078%
C-11	3364	3364	Fishinger Mill Drive	Newport	1,500	2	1,500	0.4889%
C-12	3640	3640	Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
C-12	3642	3642	Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
C-12	3644	3644	Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
C-12	3646	3646	Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
C-13	3650	3650	Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
C-13	3652	3652	Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
C-13	3654	3654	Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
C-13	3656	3656	Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
C-14	3693	3693	Hilliard Station Road	Newport	1,500	2	1,500	0.4889%
C-14	3695	3695	Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
C-14	3697	3697	Hilliard Station Road	Plymouth	1,558	3	1,558	0.5078%
C-14	3699	3699	Hilliard Station Road	Newport	1,500	2	1,500	0.4889%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft.* BRs	Par Value in "points"	Interest in common elements
C-15	3705 Hilliard Station Road	Newport	1,500	1,500	0.4889%
C-15	3707 Hilliard Station Road	Plymouth	1,558	1,558	0.5078%
C-15	3709 Hilliard Station Road	Plymouth	1,558	1,558	0.5078%
C-15	3711 Hilliard Station Road	Newport	1,500	1,500	0.4889%
C-16	3394 Woods Mill Drive	Newport	1,500	1,500	0.4889%
C-16	3396 Woods Mill Drive	Plymouth	1,558	1,558	0.5078%
C-16	3398 Woods Mill Drive	Plymouth	1,558	1,558	0.5078%
C-16	3400 Woods Mill Drive	Newport	1,500	1,500	0.4889%
G	1	Garage	440	110	0.0358%
G	2	Garage	440	110	0.0358%
G	3	Garage	440	110	0.0358%
G	4	Garage	440	110	0.0358%
G	5	Garage	440	110	0.0358%
G	6	Garage	440	110	0.0358%
G	43	Garage	440	110	0.0358%
G	44	Garage	440	110	0.0358%
G	45	Garage	440	110	0.0358%
G	46	Garage	440	110	0.0358%
G	47	Garage	440	110	0.0358%
G	48	Garage	440	110	0.0358%
G	49	Garage	440	110	0.0358%
G	50	Garage	440	110	0.0358%
G	51	Garage	440	110	0.0358%
G	52	Garage	440	110	0.0358%
G	53	Garage	440	110	0.0358%
G	54	Garage	440	110	0.0358%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

				Exhibit B			
Building Unit	Address	Type	Sq ft.*	BRs	Par Value In "points"	Interest in common elements	
G	61	Garage	440		110	0.0358%	
G	62	Garage	440		110	0.0358%	
G	63	Garage	440		110	0.0358%	
G	64	Garage	440		110	0.0358%	
G	65	Garage	440		110	0.0358%	
G	66	Garage	440		110	0.0358%	
G	67	Garage	440		110	0.0358%	
G	68	Garage	440		110	0.0358%	
G	69	Garage	440		110	0.0358%	
G	70	Garage	440		110	0.0358%	
G	71	Garage	440		110	0.0358%	
G	72	Garage	440		110	0.0358%	
G	73	Garage	440		110	0.0358%	
G	74	Garage	440		110	0.0358%	
G	75	Garage	440		110	0.0358%	
G	76	Garage	440		110	0.0358%	
G	77	Garage	440		110	0.0358%	
G	78	Garage	440		110	0.0358%	
G	79	Garage	440		110	0.0358%	
G	80	Garage	440		110	0.0358%	
G	81	Garage	440		110	0.0358%	
G	82	Garage	440		110	0.0358%	
G	83	Garage	440		110	0.0358%	
G	84	Garage	440		110	0.0358%	
G	85	Garage	440		110	0.0358%	
G	86	Garage	440		110	0.0358%	
G	87	Garage	440		110	0.0358%	
G	88	Garage	440		110	0.0358%	
G	89	Garage	440		110	0.0358%	
G	90	Garage	440		110	0.0358%	
					306,840	100.00%	

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Condo plat

200412100281046



200412100281041

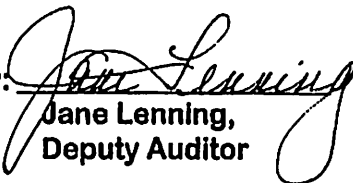
Pgs: 23 \$200.00 T20040105338
12/10/2004 3:27PM BX
Robert G. Montgomery
Franklin County Recorder

THIRD AMENDMENT
(ADDING FOURTH PHASE) TO
DECLARATION OF CONDOMINIUM
FOR

The Millington
Condominium at
Mill Run

EXPANDING THE CONDOMINIUM PROPERTY

Franklin County Auditor
JOSEPH W. TESTA

by: 
Jane Lenning,
Deputy Auditor

This instrument prepared by

Kenton L. Kuehnle
Allen, Kuehnle & Stovall LLP
21 West Broad Street
Columbus, Ohio 43215

TRANSFERRED

DEC 09 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. _____ PAGE _____

AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for The Millington Condominium at Mill Run, ("the Condominium"), expanding and submitting additional property to the condominium is made as of the 16th day of November, 2004.

Background

Millington Investment Company, LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of The Millington Condominium at Mill Run. The Declaration is recorded as Instrument Number 200408260200154, and the drawings are recorded in Condominium Plat Book 136, Pages 35-43, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XVIII of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. Additional Property Added. A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. Name. The Condominium, as expanded hereby, shall continue to be named "The Millington Condominium at Mill Run".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvements Description. The property being added by this amendment consists of a 2.296-acre tract and of land on which is situated 4 residential building containing a total of 48 Residential units and four garage buildings containing a total of 24 Garage Units. Improvements on such properties 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 Residential Units added to the Condominium is designated on the drawings filed simultaneously herewith, by a building number followed by a four-digit unit number which corresponds to the unit's address. Each of the Garage Units is designated by a garage unit number preceded by the letter "G". A listing of the proper Unit designations (and the proper Unit designations of all Units in the Condominium), are shown on the attached Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the Drawings filed simultaneously herewith, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The location of each Unit added hereby is shown on the Drawings filed herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the Drawings filed simultaneously herewith.

7. Common and Limited Common Elements.

a. Common Elements. All of the property described in Exhibit A, 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 added hereby that are labeled to designated "LCE" or "limited common elements" on the Drawings filed herewith, are Limited Common Elements. These Limited Common Elements are reserved for the exclusive use of the Units which those improvements are designed to serve, in accordance with the provisions of the Declaration and as designated on the Drawings

c. Undivided Ownership of Common Elements. The undivided interest in the Common Elements appurtenant to all Units in the Condominium as expanded hereby, and as thereby allocated and reallocated, are shown in the attached Exhibit B. 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.

8. Effects of Expansion. Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. the owner or owners of Units within such property shall thereupon become members of the Condominium Association, 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 property, and to the owners, mortgagees and lessees of Units thereon, with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 16th day of November, 2004.

Millington Investment Company, LLC

By 
Richard W. Foster

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public, personally appeared Richard W. Foster, the authorized agent of Millington Investment Company, LLC, an Ohio Limited Liability Company, the Declarant herein, who acknowledged the execution of this document to be his free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

2004. In Witness whereof, I have hereunto set my name this 16th day of November.

Mary Ann Smith
Notary Public



MARY ANN SMITH
Notary Public, State of Ohio
My commission expires 10/05/2009

**THE THIRD AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
2.296 ACRES**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11.579 acre tract (Parcel 1) and part of an original 12.959 acre tract (Parcel 2) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at the northwesterly corner of Lot 15 Mill Run Subdivision, a subdivision of record in Plat Book 64, Page 18, said point also being a common corner of said Lot 15 and "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" a condominium plat of record in Condo Book 138, Page 5;

Thence along the easterly right-of-way line of Woods Mill Drive (60' in width) and along a curve to the left having a central angle of 46°14'11", a radius of 330.00 feet, an arc length of 266.30 feet, a chord bearing North 17°40'20" East, and a chord length of 259.14 feet, to a 3/4 inch iron pin found at a common corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" and "THE MILLINGTON CONDOMINIUM AT MILL RUN" a condominium plat of record in Condo Book 136, Page 35;

Thence the following six (6) courses and distances along the lines common to said "THE MILLINGTON CONDOMINIUM AT MILL RUN – FIRST AMENDMENT" and said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

1. North 84°39'50" East, a distance of 25.87 feet, to a 3/4 inch iron pin found;
2. North 89°29'26" East, a distance of 44.99 feet, to a 3/4 inch iron pin found;
3. South 84°46'13" East, a distance of 34.09 feet, to a 3/4 inch iron pin found;
4. South 78°39'46" East, a distance of 29.05 feet, to a 3/4 inch iron pin found at a point of curvature;
5. Along a curve to the right having a central angle of 69°23'05", a radius of 22.64 feet, an arc length of 27.41 feet, a chord bearing South 40°01'19" East, and a chord length of 25.77 feet, to a 3/4 inch iron pin found;
6. South 85°39'24" East, a distance of 22.56 feet, to a 3/4 inch iron pin found in a westerly line of "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (4.304 acres) a condominium plat of record in Condo Book 140, Page 11;

Thence the following eight (8) courses and distances along the lines common to said "THE MILLINGTON CONDOMINIUM AT MILL RUN" and "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (4.304 acres);

1. North 07°13'49" West, a distance of 41.32 feet, to a 3/4 inch iron pin found;

2. North 82°46'11" East, a distance of 93.44 feet, to a 3/4 inch iron pin found;
3. North 07°13'49" West, a distance of 120.24 feet, to a 3/4 inch iron pin found;
4. North 20°52'55" East, a distance of 96.49 feet, to a 3/4 inch iron pin found;
5. North 46°29'31" East, a distance of 123.59 feet, to a 3/4 inch iron pin found;
6. North 58°12'02" East, a distance of 28.92 feet, to a 3/4 inch iron pin found;
7. South 43°30'29" East, a distance of 34.06 feet, to a 3/4 inch iron pin found;
8. North 86°41'58" East, a distance of 63.31 feet, to a 3/4 inch iron pin found, said iron pin also being the Point of True Beginning for the herein described tract;

Thence North 19°28'22" East, a distance of 32.39 feet, along an easterly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN", to an iron pin set;

Thence the following three (3) courses and distances over and across said original 12.959 acre tract;

1. North 83°36'21" East, a distance of 53.94 feet, to an iron pin set;
2. North 06°23'39" West, a distance of 98.09 feet, to an iron pin set;
3. South 87°14'12" West, a distance of 29.67 feet, to an iron pin set in an easterly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (0.730 acres);

Thence along an easterly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (0.730 acres) and along a curve to the left having a central angle of 19°34'05", a radius of 312.23 feet, an arc length of 106.64 feet, a chord bearing North 12°32'51" West, and a chord length of 106.12 feet, to an iron pin set;

Thence the following seven (7) courses and distances over and across said original 12.959 acre tract;

1. North 67°55'04" East, a distance of 33.57 feet, to an iron pin set;
2. South 43°26'18" East, a distance of 70.09 feet, to an iron pin set;
3. North 46°33'42" East, a distance of 87.85 feet, to an iron pin set;
4. North 43°26'18" West, a distance of 57.99 feet, to an iron pin set;
5. South 46°33'42" West, a distance of 67.85 feet, to an iron pin set;
6. North 43°26'18" West, a distance of 27.19 feet, to an iron pin set;

7. South 67°55'04" West, a distance of 47.52 feet, to an iron pin set in an easterly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (0.730 acres);

Thence along an easterly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (0.730 acres) and along a curve to the left having a central angle of 18°53'49", a radius of 312.23 feet, an arc length of 102.98 feet, a chord bearing North 35°41'49" West, and a chord length of 102.51 feet, to a 3/4 inch iron pin found at a common corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (0.730 acres) and said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

Thence North 45°37'39" East, a distance of 234.06 feet, over and across said original 11.579 acre tract, to an iron pin found at a common corner of said original 11.579 acre tract and a Retention Pond Area conveyed to Mill Run Owners Association by deed of record in Official Record 9602, Page E03;

Thence the following nine (9) courses and distances along the lines common to said original 12.959 acre tract and said Retention Pond Area;

1. South 43°52'45" East, a distance of 138.40 feet, to a 3/4 inch iron pin found;
2. South 32°23'06" East, a distance of 116.92 feet, to a 3/4 inch iron pin found;
3. South 42°52'06" East, a distance of 33.35 feet, to a 3/4 inch iron pin found;
4. South 08°01'10" East, a distance of 74.74 feet, to a 3/4 inch iron pin found;
5. South 68°35'12" West, a distance of 27.84 feet, to a 3/4 inch iron pin found;
6. South 35°11'30" West, a distance of 88.72 feet, to a 3/4 inch iron pin found;
7. South 45°21'31" West, a distance of 68.33 feet, to a 3/4 inch iron pin found;
8. South 06°09'45" East, a distance of 68.13 feet, to a 3/4 inch iron pin found;
9. South 40°48'35" East, a distance of 27.79 feet, to a 3/4 inch iron pin found at a northeasterly corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (4.304 acres);

Thence the following four (4) courses and distances along the northerly lines of said "THE MILLINGTON CONDOMINIUM AT MILL RUN – SECOND AMENDMENT" (4.304 acres);

1. South 65°10'12" West, a distance of 40.77 feet, to a 3/4 inch iron pin found;
2. South 81°58'50" West, a distance of 62.92 feet, to a 3/4 inch iron pin found;
3. South 64°28'53" West, a distance of 53.65 feet, to a 3/4 inch iron pin found;
4. North 34°32'10" West, a distance of 76.28 feet, to the Point of True Beginning. Containing 2.296 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record;

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".



R.D. ZANDE AND ASSOCIATES, INC.

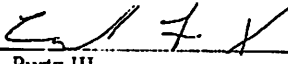

Carl F. Purtz III Date 12-9-04
Registered Surveyor No. S-6598

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-2	3566	3566 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-2	3568	3568 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-2	3570	3570 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-2	3572	3572 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-2	3574	3574 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-2	3576	3576 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-2	3578	3578 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-2	3580	3580 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-2	3582	3582 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-2	3584	3584 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-2	3586	3586 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-2	3588	3588 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-6	3460	3460 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-6	3462	3462 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-6	3464	3464 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-6	3466	3466 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-6	3468	3468 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-6	3470	3470 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-6	3472	3472 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-6	3474	3474 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-6	3476	3476 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-6	3478	3478 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-6	3480	3480 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-6	3482	3482 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
A-7	3434	3434	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-7	3436	3436	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-7	3438	3438	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-7	3440	3440	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-7	3442	3442	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-7	3444	3444	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-7	3446	3446	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-7	3448	3448	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-7	3450	3450	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-7	3452	3452	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-7	3454	3454	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-7	3456	3456	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-8	3408	3408	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-8	3410	3410	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-8	3412	3412	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-8	3414	3414	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-8	3416	3416	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-8	3418	3418	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-8	3420	3420	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-8	3422	3422	Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-8	3424	3424	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-8	3426	3426	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-8	3428	3428	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-8	3430	3430	Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-9	3382	3382 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-9	3384	3384 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-9	3386	3386 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-9	3388	3388 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-9	3390	3390 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-9	3392	3392 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-9	3394	3394 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-9	3396	3396 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-9	3398	3398 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-9	3400	3400 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-9	3402	3402 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-9	3404	3404 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-10	3575	3575 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-10	3577	3577 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-10	3579	3579 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-10	3581	3581 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-10	3583	3583 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-10	3585	3585 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-10	3587	3587 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-10	3589	3589 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-10	3591	3591 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-10	3593	3593 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-10	3595	3595 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-10	3597	3597 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-11	3603	3603 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-11	3605	3605 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-11	3607	3607 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-11	3609	3609 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-11	3611	3611 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-11	3613	3613 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-11	3615	3615 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-11	3617	3617 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-11	3619	3619 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-11	3621	3621 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-11	3623	3623 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-11	3625	3625 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-12	3627	3627 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-12	3629	3629 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-12	3631	3631 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-12	3633	3633 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-12	3635	3635 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-12	3637	3637 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-12	3639	3639 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-12	3641	3641 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-12	3643	3643 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-12	3645	3645 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-12	3647	3647 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-12	3649	3649 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-13	3653	3653 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-13	3655	3655 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-13	3657	3657 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-13	3659	3659 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-13	3661	3661 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-13	3663	3663 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-13	3665	3665 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-13	3667	3667 Hilliard Station Road	Bedford	880	1	880	0.2445%
A-13	3669	3669 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-13	3671	3671 Hilliard Station Road	Brunswick	1,116	2	1,116	0.3100%
A-13	3673	3673 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-13	3675	3675 Hilliard Station Road	Camden	1,158	2	1,158	0.3217%
A-14	3457	3457 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-14	3459	3459 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-14	3461	3461 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-14	3463	3463 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-14	3465	3465 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-14	3467	3467 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-14	3469	3469 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-14	3471	3471 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-14	3473	3473 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-14	3475	3475 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-14	3477	3477 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-14	3479	3479 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-15	3419	3419 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-15	3421	3421 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-15	3423	3423 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-15	3425	3425 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-15	3427	3427 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-15	3429	3429 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-15	3431	3431 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-15	3433	3433 Fishinger Mill Drive	Bedford	880	1	880	0.2445%
A-15	3435	3435 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-15	3437	3437 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.3100%
A-15	3439	3439 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-15	3441	3441 Fishinger Mill Drive	Camden	1,158	2	1,158	0.3217%
A-16	3400	3400 Smiley's Corner	Camden	1,158	2	1,158	0.3217%
A-16	3402	3402 Smiley's Corner	Camden	1,158	2	1,158	0.3217%
A-16	3404	3404 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-16	3406	3406 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-16	3408	3408 Smiley's Corner	Bedford	880	1	880	0.2445%
A-16	3410	3410 Smiley's Corner	Bedford	880	1	880	0.2445%
A-16	3412	3412 Smiley's Corner	Bedford	880	1	880	0.2445%
A-16	3414	3414 Smiley's Corner	Bedford	880	1	880	0.2445%
A-16	3416	3416 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-16	3418	3418 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-16	3420	3420 Smiley's Corner	Camden	1,158	2	1,158	0.3217%
A-16	3422	3422 Smiley's Corner	Camden	1,158	2	1,158	0.3217%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-17	3372	3372 Smiley's Corner	Camden	1,158	2	1,158	0.3217%
A-17	3374	3374 Smiley's Corner	Camden	1,158	2	1,158	0.3217%
A-17	3376	3376 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-17	3378	3378 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-17	3380	3380 Smiley's Corner	Bedford	880	1	880	0.2445%
A-17	3382	3382 Smiley's Corner	Bedford	880	1	880	0.2445%
A-17	3384	3384 Smiley's Corner	Bedford	880	1	880	0.2445%
A-17	3386	3386 Smiley's Corner	Bedford	880	1	880	0.2445%
A-17	3388	3388 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-17	3390	3390 Smiley's Corner	Brunswick	1,116	2	1,116	0.3100%
A-17	3392	3392 Smiley's Corner	Camden	1,158	2	1,158	0.3217%
A-17	3394	3394 Smiley's Corner	Camden	1,158	2	1,158	0.3217%
B-1	3441	3441 Smiley's Corner	Newport	1,500	2	1,500	0.4167%
B-1	3443	3443 Smiley's Corner	Plymouth	1,558	3	1,558	0.4328%
B-1	3445	3445 Smiley's Corner	Hampton	1,450	2	1,450	0.4028%
B-1	3447	3447 Smiley's Corner	Hampton	1,450	2	1,450	0.4028%
B-1	3449	3449 Smiley's Corner	Plymouth	1,558	3	1,558	0.4328%
B-1	3451	3451 Smiley's Corner	Newport	1,500	2	1,500	0.4167%
B-2	3434	3434 Smiley's Corner	Newport	1,500	2	1,500	0.4167%
B-2	3436	3436 Smiley's Corner	Plymouth	1,558	3	1,558	0.4328%
B-2	3438	3438 Smiley's Corner	Hampton	1,450	2	1,450	0.4028%
B-2	3440	3440 Smiley's Corner	Hampton	1,450	2	1,450	0.4028%
B-2	3442	3442 Smiley's Corner	Plymouth	1,558	3	1,558	0.4328%
B-2	3444	3444 Smiley's Corner	Newport	1,500	2	1,500	0.4167%
B-3	3425	3425 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
B-3	3427	3427 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
B-3	3429	3429 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4028%
B-3	3431	3431 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4028%
B-3	3433	3433 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
B-3	3435	3435 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
B-4	3392	3392 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
B-4	3394	3394 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
B-4	3396	3396 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4028%
B-4	3398	3398 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4028%
B-4	3400	3400 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
B-4	3402	3402 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
B-5	3360	3360 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
B-5	3362	3362 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
B-5	3364	3364 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4028%
B-5	3366	3366 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.4028%
B-5	3368	3368 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
B-5	3370	3370 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
B-6	3379	3379 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
B-6	3381	3381 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
B-6	3383	3383 Fishinger Mill Drive	Hampton	1,450	2	1,450	0.4028%
B-6	3385	3385 Fishinger Mill Drive	Hampton	1,450	2	1,450	0.4028%
B-6	3387	3387 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
B-6	3389	3389 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
B-7	3660	3660 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
B-7	3662	3662 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-7	3664	3664 Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-7	3666	3666 Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-7	3668	3668 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-7	3670	3670 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
B-8	3679	3679	Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
B-8	3681	3681	Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-8	3683	3683	Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-8	3685	3685	Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-8	3687	3687	Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-8	3689	3689	Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
B-9	3676	3676	Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
B-9	3678	3678	Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-9	3680	3680	Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-9	3682	3682	Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-9	3684	3684	Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-9	3686	3686	Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
B-10	3715	3715	Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
B-10	3717	3717	Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-10	3719	3719	Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-10	3721	3721	Hilliard Station Road	Hampton	1,450	2	1,450	0.4028%
B-10	3723	3723	Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
B-10	3725	3725	Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-1	3432	3432	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-1	3434	3434	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-1	3436	3436	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-1	3438	3438	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-2	3408	3408	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-2	3410	3410	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-2	3412	3412	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-2	3414	3414	Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
C-3	3405	3405 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-3	3407	3407 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-3	3409	3409 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-3	3411	3411 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-4	3393	3393 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-4	3395	3395 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-4	3397	3397 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-4	3399	3399 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-5	3377	3377 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-5	3379	3379 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-5	3381	3381 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-5	3383	3383 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-6	3359	3359 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-6	3361	3361 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-6	3363	3363 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-6	3365	3365 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-7	3350	3350 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-7	3352	3352 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-7	3354	3354 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.4328%
C-7	3356	3356 Eastwoodlands Trail	Newport	1,500	2	1,500	0.4167%
C-8	3361	3361 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
C-8	3363	3363 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-8	3365	3365 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-8	3367	3367 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
C-9	3334	3334 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
C-9	3336	3336 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-9	3338	3338 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-9	3340	3340 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
C-10	3346	3346 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
C-10	3348	3348 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-10	3350	3350 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-10	3352	3352 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
C-11	3358	3358 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
C-11	3360	3360 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-11	3362	3362 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-11	3364	3364 Fishinger Mill Drive	Newport	1,500	2	1,500	0.4167%
C-12	3640	3640 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-12	3642	3642 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-12	3644	3644 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-12	3646	3646 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-13	3650	3650 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-13	3652	3652 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-13	3654	3654 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-13	3656	3656 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-14	3693	3693 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-14	3695	3695 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-14	3697	3697 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-14	3699	3699 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
C-15	3705	3705 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-15	3707	3707 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-15	3709	3709 Hilliard Station Road	Plymouth	1,558	3	1,558	0.4328%
C-15	3711	3711 Hilliard Station Road	Newport	1,500	2	1,500	0.4167%
C-16	3394	3394 Woods Mill Drive	Newport	1,500	2	1,500	0.4167%
C-16	3396	3396 Woods Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-16	3398	3398 Woods Mill Drive	Plymouth	1,558	3	1,558	0.4328%
C-16	3400	3400 Woods Mill Drive	Newport	1,500	2	1,500	0.4167%
G	1		Garage	440		110	0.0306%
G	2		Garage	440		110	0.0306%
G	3		Garage	440		110	0.0306%
G	4		Garage	440		110	0.0306%
G	5		Garage	440		110	0.0306%
G	6		Garage	440		110	0.0306%
G	25		Garage	440		110	0.0306%
G	26		Garage	440		110	0.0306%
G	27		Garage	440		110	0.0306%
G	28		Garage	440		110	0.0306%
G	29		Garage	440		110	0.0306%
G	30		Garage	440		110	0.0306%
G	31		Garage	440		110	0.0306%
G	32		Garage	440		110	0.0306%
G	33		Garage	440		110	0.0306%
G	34		Garage	440		110	0.0306%
G	35		Garage	440		110	0.0306%
G	36		Garage	440		110	0.0306%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
G	37		Garage	440		110	0.0306%
G	38		Garage	440		110	0.0306%
G	39		Garage	440		110	0.0306%
G	40		Garage	440		110	0.0306%
G	41		Garage	440		110	0.0306%
G	42		Garage	440		110	0.0306%
G	43		Garage	440		110	0.0306%
G	44		Garage	440		110	0.0306%
G	45		Garage	440		110	0.0306%
G	46		Garage	440		110	0.0306%
G	47		Garage	440		110	0.0306%
G	48		Garage	440		110	0.0306%
G	49		Garage	440		110	0.0306%
G	50		Garage	440		110	0.0306%
G	51		Garage	440		110	0.0306%
G	52		Garage	440		110	0.0306%
G	53		Garage	440		110	0.0306%
G	54		Garage	440		110	0.0306%
G	55		Garage	440		110	0.0306%
G	56		Garage	440		110	0.0306%
G	57		Garage	440		110	0.0306%
G	58		Garage	440		110	0.0306%
G	59		Garage	440		110	0.0306%
G	60		Garage	440		110	0.0306%
G	61		Garage	440		110	0.0306%
G	62		Garage	440		110	0.0306%
G	63		Garage	440		110	0.0306%
G	64		Garage	440		110	0.0306%
G	65		Garage	440		110	0.0306%
G	66		Garage	440		110	0.0306%

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Exhibit B

Building Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
G	67	Garage	440		110	0.0306%
G	68	Garage	440		110	0.0306%
G	69	Garage	440		110	0.0306%
G	70	Garage	440		110	0.0306%
G	71	Garage	440		110	0.0306%
G	72	Garage	440		110	0.0306%
G	73	Garage	440		110	0.0306%
G	74	Garage	440		110	0.0306%
G	75	Garage	440		110	0.0306%
G	76	Garage	440		110	0.0306%
G	77	Garage	440		110	0.0306%
G	78	Garage	440		110	0.0306%
G	79	Garage	440		110	0.0306%
G	80	Garage	440		110	0.0306%
G	81	Garage	440		110	0.0306%
G	82	Garage	440		110	0.0306%
G	83	Garage	440		110	0.0306%
G	84	Garage	440		110	0.0306%
G	85	Garage	440		110	0.0306%
G	86	Garage	440		110	0.0306%
G	87	Garage	440		110	0.0306%
G	88	Garage	440		110	0.0306%
G	89	Garage	440		110	0.0306%
G	90	Garage	440		110	0.0306%
					359,944	100.00%

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PLAT # 200501200012264



200501200012259
Fee: 29 \$252.00 T20050004883
01/20/2005 12:17PM HRC
Robert G. Montgomery
Franklin County Recorder

FOURTH AMENDMENT
(ADDING FIFTH PHASE) TO
DECLARATION OF CONDOMINIUM

FOR

The Millington
Condominium at
Mill Run

EXPANDING THE CONDOMINIUM PROPERTY

AND

AMENDMENT OF DRAWINGS

Franklin County Auditor
JOSEPH W. TESTA

by:


Jane Lenning,
Deputy Auditor

This instrument prepared by

Kenton L. Kuehnle
Allen, Kuehnle & Stovall LLP
21 West Broad Street
Columbus, Ohio 43215

FOR REFERENCE PLEASE SEE

CONDOMINIUM PLAT BOOK NO. 143 PAGE 81-86

TRANSFERRED

JAN 20 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

AMENDMENT TO DECLARATION AND DRAWINGS

This Amendment to the Declaration of Condominium for The Millington Condominium at Mill Run, ("the Condominium"), expanding and submitting additional property to the condominium, and to the drawings for said condominium is made as of the 20th day of December, 2004.

Background

Millington Investment Company, LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of The Millington Condominium at Mill Run. The Declaration is recorded as Instrument Number 200408260200154, and the drawings are recorded in Condominium Plat Book 136, Pages 35-43, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XVIII of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

In paragraph numbered (3) of Section 6 of Article XVII of the Declaration, the Declarant reserved the right and power, without requiring the consent of any other party, to amend the Condominium Organizational Documents (which are defined to include the "drawings"):

"(ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee;"

The Drawings for the third phase of the Condominium (recorded as Instrument # 200411030253787 and filed in Condominium Plat Book 140, Page 11) filed with the Second Amendment to the Declaration (recorded as Instrument # 200411030253784) inadvertently numbered unit "3463" of Building A-14 as "3663."

Amendment of Drawings

Declarant hereby amends the drawings of the Condominium by changing the unit numbered "3663" in Building A-14 to Unit "3463".

Filed herewith are drawings for the fifth phase of the condominium, which drawings also show building A-14 with the corrected unit number for Unit 3463.

Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. Additional Property Added. A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. Name. The Condominium, as expanded hereby, shall continue to be named "The Millington Condominium at Mill Run".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvements Description. The property being added by this amendment consists of a 1.385-acre tract, a 0.708-acre tract and a 1.539-acre tract of land on which is situated 4 residential building containing a total of 48 Residential units, three garage buildings containing a total of 18 Garage Units, and a recreational facility. Improvements on such properties 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 Residential Units added to the Condominium is designated on the drawings filed simultaneously herewith, by a building number followed by a four-digit unit number which corresponds to the unit's address. Each of the Garage Units is designated by a garage unit number preceded by the letter "G". A listing of the proper Unit designations (and the proper Unit designations of all Units in the Condominium), are shown on the attached Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the Drawings filed simultaneously herewith, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The location of each Unit added hereby is shown on the Drawings filed herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the Drawings filed simultaneously herewith.

7. Common and Limited Common Elements.

a. Common Elements. All of the property described in Exhibit A, 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 added hereby that are labeled to designated "LCE" or "limited common elements" on the Drawings filed herewith, are Limited Common Elements. These Limited Common Elements are reserved for the exclusive use of the Units which those improvements are designed to serve, in accordance with the provisions of the Declaration and as designated on the Drawings

c. Undivided Ownership of Common Elements. The undivided interest in the Common Elements appurtenant to all Units in the Condominium as expanded hereby, and as thereby allocated and reallocated, are shown in the attached Exhibit B. 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.

8. Effects of Expansion. Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. the owner or owners of Units within such property shall thereupon become members of the Condominium Association, 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 property, and to the owners, mortgagees and lessees of Units thereon, with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 20 day of December, 2004.

Millington Investment Company, LLC

By Richard W. Foster
Richard W. Foster

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public, personally appeared Richard W. Foster, the authorized agent of Millington Investment Company, LLC, an Ohio Limited Liability Company, the Declarant herein, who acknowledged the execution of this document to be his free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my hand and affixed my official seal on this 20 day of December, 2004.

Cindy L. Meeks
Notary Public



CINDY L. MEEKS
Notary Public, State of Ohio
My Commission Expires 11/29/2009

**THE FOURTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
1.385 ACRES
(AREA 1)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of a 1.385 acre tract (Parcel 3) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel E of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a 3/4 inch iron pin found at the southeasterly corner of said 1.385 acre tract, said iron pin also being a common corner of said 1.385 acre tract and a 24.3 acre tract conveyed to Upper Arlington Lutheran Church, by deed of record in Official Record 17674, Page E13;

Thence the following six (6) courses and distances along the lines common to said 1.385 acre and 24.3 acre tracts;

1. South 81°45'01" West, a distance of 196.62 feet, to a 3/4 inch iron pin found;
2. North 08°14'59" West, a distance of 140.00 feet, to a 3/4 inch iron pin found;
3. North 81°45'01" East, a distance of 30.00 feet, to a 3/4 inch iron pin found;
4. North 08°14'59" West, a distance of 120.00 feet, to a 3/4 inch iron pin found;
5. North 81°45'01" East, a distance of 60.00 feet, to a 3/4 inch iron pin found;
6. North 08°14'59" West, a distance of 120.00 feet, to a 3/4 inch iron pin found in a southerly line of Pond "D" as recorded in Plat Book 64, Page 38 and Plat Book 65, Page 46;

Thence the following three (3) courses and distances along the line common to said 1.385 acre tract and said Pond "D";

1. North 81°45'01" East, a distance of 18.33 feet, to a 3/4 inch iron pin found;
2. North 44°18'44" East, a distance of 50.00 feet, to a 3/4 inch iron pin found;
3. North 77°46'20" East, a distance of 30.00 feet, to a 3/4 inch iron pin found in the westerly right-of-way line of said Mill Run Drive;

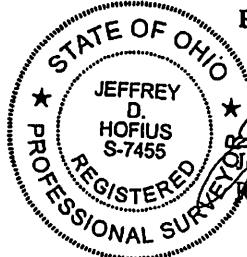
Thence South 12°13'40" East, a distance of 311.30 feet, along the westerly right-of-way line of said Mill Run Drive, to an iron pin found at a point of curvature;

Thence along the westerly right-of-way line of said Mill Run Drive and along a curve to the right having a central angle of 11°15'13", a radius of 520.00 feet, an arc length of 102.13 feet, a chord bearing South 06°35'57" East, and a chord length of 101.97 feet, to the **Point of Beginning**. Containing 1.385 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.



[Handwritten Signature]
Jeffrey D. Hofius
Registered Surveyor No. S-7455
Date 01/17/05

**THE THIRD AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.708 ACRES
(AREA 2)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11.579 acre tract (Parcel 1) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a 3/4 inch iron pin found at the northwesterly corner of said original 11.579 acre tract, said iron pin also being at a common corner of said original 11.579 acre tract and a Retention Pond Area conveyed to Mill Run Owners Association by deed of record in Official Record 9602, E03;

Thence the following four (4) courses and distances along the westerly lines of said Retention Pond Area;

1. North 89°46'20" East, a distance of 111.41 feet, to a 3/4 inch iron pin found;
2. South 49°18'32" East, a distance of 45.95 feet, to a 3/4 inch iron pin found;
3. South 23°26'52" East, a distance of 25.43 feet, to a 3/4 inch iron pin found;
4. South 14°50'44" East, a distance of 200.43 feet, to a 3/4 inch iron pin found at a northeasterly corner of "THE MILLINGTON CONDOMINIUM AT MILL RUN" a condominium plat of record in Condo Book 136, Page 35;

Thence South 79°25'54" West, a distance of 78.37 feet, along a northerly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN", to an iron pin set at a point on a curve;

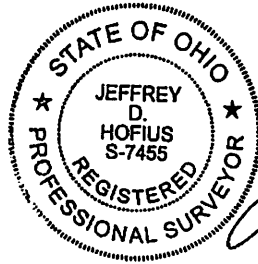
Thence the following three (3) courses and distances over and across said original 11.579 acre tract;

1. Along a curve to the right having a central angle of 41°58'49", a radius of 151.66 feet, an arc length of 111.12 feet, a chord bearing North 37°20'24" West, and a chord length of 108.65 feet, to an iron pin set at a point of tangency;
2. North 16°21'00" West, a distance of 131.96 feet, to an iron pin found;

3. North 29°57'17" West, a distance of 55.34 feet, to the **Point of Beginning**.
Containing 0.708 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".



R.D. ZANDE AND ASSOCIATES, INC.

[Handwritten Signature]
Jeffrey D. Hofius
Registered Surveyor No. S-7455

01/17/05
Date

**THE FOURTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
1.539 ACRES
(AREA 3)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11.579 acre tract (Parcel 1) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a 3/4 inch iron pin found at the northwesterly corner of "THE MILLINGTON CONDOMINIUM AT MILL RUN - THIRD AMENDMENT" a condominium plat of record in Condo Book 142, Page 30, said iron pin also being a common corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN - THIRD AMENDMENT", "THE MILLINGTON CONDOMINIUM AT MILL RUN - SECOND AMENDMENT" (0.730 acres) a condominium plat of record in Condo Book 140, Page 11 and "THE MILLINGTON CONDOMINIUM AT MILL RUN" a condominium plat of record in Condo Book 136, Page 35;

Thence the following two (2) courses and distances along the easterly lines of said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

1. Along an arc to the left having a central angle of $34^{\circ}51'40''$, a radius of 306.34 feet, an arc length of 186.39 feet, a chord bearing of North $62^{\circ}14'11''$ West, and a chord length of 183.53 feet, to a 3/4 inch iron pin found;
2. North $05^{\circ}37'43''$ East, a distance of 99.51 feet, to an iron pin set;

Thence the following six (6) courses and distances over and across said original 11.579 acre tract;

1. South $43^{\circ}30'03''$ East, a distance of 97.65 feet, to an iron pin set;
2. North $46^{\circ}31'47''$ East, a distance of 82.56 feet, to an iron pin set;
3. North $43^{\circ}32'08''$ West, a distance of 57.87 feet, to an iron pin set;
4. South $47^{\circ}00'27''$ West, a distance of 67.43 feet, to an iron pin set;
5. North $43^{\circ}30'03''$ West, a distance of 46.61 feet, to an iron pin set;
6. South $46^{\circ}29'57''$ West, a distance of 6.56 feet, to an iron pin set in an easterly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN";

Thence North 43°11'54" West, a distance of 74.60 feet, along an easterly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN", to a 3/4 inch iron pin found westerly line of a Retention Pond Area conveyed to Mill Run Owners Association by deed of record in Official Record 9602, E03;

Thence the following eight (8) courses and distances along the westerly lines of said Retention Pond Area;

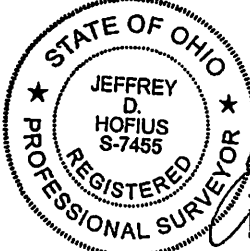
1. North 40°50'32" East, a distance of 85.22 feet, to a 3/4 inch iron pin found;
2. North 17°58'05" East, a distance of 69.64 feet, to a 3/4 inch iron pin found;
3. South 89°30'22" East, a distance of 46.09 feet, to a 3/4 inch iron pin found;
4. South 19°31'34" East, a distance of 44.51 feet, to a 3/4 inch iron pin found;
5. South 69°07'19" East, a distance of 60.82 feet, to a 3/4 inch iron pin found;
6. South 48°40'40" East, a distance of 61.02 feet, to a 3/4 inch iron pin found;
7. South 34°44'14" East, a distance of 96.10 feet, to a 3/4 inch iron pin found;
8. South 65°29'29" East, a distance of 81.67 feet, to a 3/4 inch iron pin found at a northeasterly corner of said "THE MILLINGTON CONDOMINIUM AT MILL RUN - THIRD AMENDMENT"

Thence South 45°37'39" West, a distance of 234.06 feet, along a northerly line of said "THE MILLINGTON CONDOMINIUM AT MILL RUN - THIRD AMENDMENT", to the **Point of Beginning**. Containing 1.539 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.



Jeffrey D. Hofius

Registered Surveyor No. S-7455

Jeffrey D. Hofius

Date 01/17/05

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-1	3600	3600 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-1	3602	3602 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-1	3604	3604 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-1	3606	3606 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-1	3608	3608 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-1	3610	3610 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-1	3612	3612 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-1	3614	3614 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-1	3616	3616 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-1	3618	3618 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-1	3620	3620 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-1	3622	3622 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-2	3566	3566 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-2	3568	3568 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-2	3570	3570 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-2	3572	3572 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-2	3574	3574 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-2	3576	3576 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-2	3578	3578 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-2	3580	3580 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-2	3582	3582 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-2	3584	3584 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-2	3586	3586 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-2	3588	3588 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-3	3540	3540 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-3	3542	3542 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-3	3544	3544 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-3	3546	3546 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-3	3548	3548 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-3	3550	3550 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-3	3552	3552 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-3	3554	3554 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-3	3556	3556 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-3	3558	3558 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-3	3560	3560 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-3	3562	3562 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-4	3514	3514 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-4	3516	3516 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-4	3518	3518 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-4	3520	3520 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-4	3522	3522 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-4	3524	3524 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-4	3526	3526 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-4	3528	3528 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-4	3530	3530 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-4	3532	3532 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-4	3534	3534 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-4	3536	3536 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
A-5	3488	3488	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-5	3490	3490	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-5	3492	3492	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-5	3494	3494	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-5	3496	3496	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-5	3498	3498	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-5	3500	3500	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-5	3502	3502	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-5	3504	3504	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-5	3506	3506	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-5	3508	3508	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-5	3510	3510	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-6	3460	3460	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-6	3462	3462	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-6	3464	3464	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-6	3466	3466	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-6	3468	3468	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-6	3470	3470	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-6	3472	3472	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-6	3474	3474	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-6	3476	3476	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-6	3478	3478	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-6	3480	3480	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-6	3482	3482	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-7	3434	3434 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-7	3436	3436 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-7	3438	3438 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-7	3440	3440 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-7	3442	3442 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-7	3444	3444 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-7	3446	3446 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-7	3448	3448 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-7	3450	3450 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-7	3452	3452 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-7	3454	3454 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-7	3456	3456 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-8	3408	3408 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-8	3410	3410 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-8	3412	3412 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-8	3414	3414 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-8	3416	3416 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-8	3418	3418 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-8	3420	3420 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-8	3422	3422 Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-8	3424	3424 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-8	3426	3426 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-8	3428	3428 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-8	3430	3430 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
A-9	3382	Fishinger Mill Drive	1,158	2	1,158	0.2808%
A-9	3384	Fishinger Mill Drive	1,158	2	1,158	0.2808%
A-9	3386	Fishinger Mill Drive	1,116	2	1,116	0.2706%
A-9	3388	Fishinger Mill Drive	1,116	2	1,116	0.2706%
A-9	3390	Fishinger Mill Drive	880	1	880	0.2134%
A-9	3392	Fishinger Mill Drive	880	1	880	0.2134%
A-9	3394	Fishinger Mill Drive	880	1	880	0.2134%
A-9	3396	Fishinger Mill Drive	880	1	880	0.2134%
A-9	3398	Fishinger Mill Drive	1,116	2	1,116	0.2706%
A-9	3400	Fishinger Mill Drive	1,116	2	1,116	0.2706%
A-9	3402	Fishinger Mill Drive	1,158	2	1,158	0.2808%
A-9	3404	Fishinger Mill Drive	1,158	2	1,158	0.2808%
A-10	3575	Hilliard Station Road	1,158	2	1,158	0.2808%
A-10	3577	Hilliard Station Road	1,158	2	1,158	0.2808%
A-10	3579	Hilliard Station Road	1,116	2	1,116	0.2706%
A-10	3581	Hilliard Station Road	1,116	2	1,116	0.2706%
A-10	3583	Hilliard Station Road	880	1	880	0.2134%
A-10	3585	Hilliard Station Road	880	1	880	0.2134%
A-10	3587	Hilliard Station Road	880	1	880	0.2134%
A-10	3589	Hilliard Station Road	880	1	880	0.2134%
A-10	3591	Hilliard Station Road	1,116	2	1,116	0.2706%
A-10	3593	Hilliard Station Road	1,116	2	1,116	0.2706%
A-10	3595	Hilliard Station Road	1,158	2	1,158	0.2808%
A-10	3597	Hilliard Station Road	1,158	2	1,158	0.2808%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

					Exhibit B			
Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
A-11	3603	3603 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-11	3605	3605 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-11	3607	3607 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-11	3609	3609 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-11	3611	3611 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-11	3613	3613 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-11	3615	3615 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-11	3617	3617 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-11	3619	3619 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-11	3621	3621 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-11	3623	3623 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-11	3625	3625 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-12	3627	3627 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-12	3629	3629 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-12	3631	3631 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-12	3633	3633 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-12	3635	3635 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-12	3637	3637 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-12	3639	3639 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-12	3641	3641 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-12	3643	3643 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-12	3645	3645 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-12	3647	3647 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-12	3649	3649 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

					Exhibit B			
Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
A-13	3653	3653 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-13	3655	3655 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-13	3657	3657 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-13	3659	3659 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-13	3661	3661 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-13	3663	3663 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-13	3665	3665 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-13	3667	3667 Hilliard Station Road	Bedford	880	1	880	0.2134%	
A-13	3669	3669 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-13	3671	3671 Hilliard Station Road	Brunswick	1,116	2	1,116	0.2706%	
A-13	3673	3673 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-13	3675	3675 Hilliard Station Road	Camden	1,158	2	1,158	0.2808%	
A-14	3457	3457 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%	
A-14	3459	3459 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%	
A-14	3461	3461 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%	
A-14	3463	3463 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%	
A-14	3465	3465 Fishinger Mill Drive	Bedford	880	1	880	0.2134%	
A-14	3467	3467 Fishinger Mill Drive	Bedford	880	1	880	0.2134%	
A-14	3469	3469 Fishinger Mill Drive	Bedford	880	1	880	0.2134%	
A-14	3471	3471 Fishinger Mill Drive	Bedford	880	1	880	0.2134%	
A-14	3473	3473 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%	
A-14	3475	3475 Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%	
A-14	3477	3477 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%	
A-14	3479	3479 Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%	

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
A-15	3419	3419	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-15	3421	3421	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-15	3423	3423	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-15	3425	3425	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-15	3427	3427	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-15	3429	3429	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-15	3431	3431	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-15	3433	3433	Fishinger Mill Drive	Bedford	880	1	880	0.2134%
A-15	3435	3435	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-15	3437	3437	Fishinger Mill Drive	Brunswick	1,116	2	1,116	0.2706%
A-15	3439	3439	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-15	3441	3441	Fishinger Mill Drive	Camden	1,158	2	1,158	0.2808%
A-16	3400	3400	Smiley's Corner	Camden	1,158	2	1,158	0.2808%
A-16	3402	3402	Smiley's Corner	Camden	1,158	2	1,158	0.2808%
A-16	3404	3404	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-16	3406	3406	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-16	3408	3408	Smiley's Corner	Bedford	880	1	880	0.2134%
A-16	3410	3410	Smiley's Corner	Bedford	880	1	880	0.2134%
A-16	3412	3412	Smiley's Corner	Bedford	880	1	880	0.2134%
A-16	3414	3414	Smiley's Corner	Bedford	880	1	880	0.2134%
A-16	3416	3416	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-16	3418	3418	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-16	3420	3420	Smiley's Corner	Camden	1,158	2	1,158	0.2808%
A-16	3422	3422	Smiley's Corner	Camden	1,158	2	1,158	0.2808%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements	
A-17	3372	3372	Smiley's Corner	Camden	1,158	2	1,158	0.2808%
A-17	3374	3374	Smiley's Corner	Camden	1,158	2	1,158	0.2808%
A-17	3376	3376	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-17	3378	3378	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-17	3380	3380	Smiley's Corner	Bedford	880	1	880	0.2134%
A-17	3382	3382	Smiley's Corner	Bedford	880	1	880	0.2134%
A-17	3384	3384	Smiley's Corner	Bedford	880	1	880	0.2134%
A-17	3386	3386	Smiley's Corner	Bedford	880	1	880	0.2134%
A-17	3388	3388	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-17	3390	3390	Smiley's Corner	Brunswick	1,116	2	1,116	0.2706%
A-17	3392	3392	Smiley's Corner	Camden	1,158	2	1,158	0.2808%
A-17	3394	3394	Smiley's Corner	Camden	1,158	2	1,158	0.2808%
B-1	3441	3441	Smiley's Corner	Newport	1,500	2	1,500	0.3637%
B-1	3443	3443	Smiley's Corner	Plymouth	1,558	3	1,558	0.3778%
B-1	3445	3445	Smiley's Corner	Hampton	1,450	2	1,450	0.3516%
B-1	3447	3447	Smiley's Corner	Hampton	1,450	2	1,450	0.3516%
B-1	3449	3449	Smiley's Corner	Plymouth	1,558	3	1,558	0.3778%
B-1	3451	3451	Smiley's Corner	Newport	1,500	2	1,500	0.3637%
B-2	3434	3434	Smiley's Corner	Newport	1,500	2	1,500	0.3637%
B-2	3436	3436	Smiley's Corner	Plymouth	1,558	3	1,558	0.3778%
B-2	3438	3438	Smiley's Corner	Hampton	1,450	2	1,450	0.3516%
B-2	3440	3440	Smiley's Corner	Hampton	1,450	2	1,450	0.3516%
B-2	3442	3442	Smiley's Corner	Plymouth	1,558	3	1,558	0.3778%
B-2	3444	3444	Smiley's Corner	Newport	1,500	2	1,500	0.3637%
B-3	3425	3425	Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
B-3	3427	3427	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
B-3	3429	3429	Eastwoodlands Trail	Hampton	1,450	2	1,450	0.3516%
B-3	3431	3431	Eastwoodlands Trail	Hampton	1,450	2	1,450	0.3516%
B-3	3433	3433	Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
B-3	3435	3435	Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
B-4	3392	3392 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
B-4	3394	3394 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
B-4	3396	3396 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.3516%
B-4	3398	3398 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.3516%
B-4	3400	3400 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
B-4	3402	3402 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
B-5	3360	3360 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
B-5	3362	3362 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
B-5	3364	3364 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.3516%
B-5	3366	3366 Eastwoodlands Trail	Hampton	1,450	2	1,450	0.3516%
B-5	3368	3368 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
B-5	3370	3370 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
B-6	3379	3379 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
B-6	3381	3381 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
B-6	3383	3383 Fishinger Mill Drive	Hampton	1,450	2	1,450	0.3516%
B-6	3385	3385 Fishinger Mill Drive	Hampton	1,450	2	1,450	0.3516%
B-6	3387	3387 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
B-6	3389	3389 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
B-7	3660	3660 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
B-7	3662	3662 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-7	3664	3664 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-7	3666	3666 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-7	3668	3668 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-7	3670	3670 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
B-8	3679 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
B-8	3681 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-8	3683 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-8	3685 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-8	3687 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-8	3689 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
B-9	3676 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
B-9	3678 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-9	3680 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-9	3682 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-9	3684 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-9	3686 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
B-10	3715 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
B-10	3717 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-10	3719 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-10	3721 Hilliard Station Road	Hampton	1,450	2	1,450	0.3516%
B-10	3723 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
B-10	3725 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-1	3432 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
C-1	3434 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
C-1	3436 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
C-1	3438 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
C-2	3408 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%
C-2	3410 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
C-2	3412 Eastwoodlands Trail	Plymouth	1,558	3	1,558	0.3778%
C-2	3414 Eastwoodlands Trail	Newport	1,500	2	1,500	0.3637%

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Exhibit B

Building Unit	Address	Type	Sq. ft.*	BRs	Par Value in "points"	Interest in common elements
C-3	3405	Newport	1,500	2	1,500	0.3637%
C-3	3407	Plymouth	1,558	3	1,558	0.3778%
C-3	3409	Plymouth	1,558	3	1,558	0.3778%
C-3	3411	Newport	1,500	2	1,500	0.3637%
C-4	3393	Newport	1,500	2	1,500	0.3637%
C-4	3395	Plymouth	1,558	3	1,558	0.3778%
C-4	3397	Plymouth	1,558	3	1,558	0.3778%
C-4	3399	Newport	1,500	2	1,500	0.3637%
C-5	3377	Newport	1,500	2	1,500	0.3637%
C-5	3379	Plymouth	1,558	3	1,558	0.3778%
C-5	3381	Plymouth	1,558	3	1,558	0.3778%
C-5	3383	Newport	1,500	2	1,500	0.3637%
C-6	3359	Newport	1,500	2	1,500	0.3637%
C-6	3361	Plymouth	1,558	3	1,558	0.3778%
C-6	3363	Plymouth	1,558	3	1,558	0.3778%
C-6	3365	Newport	1,500	2	1,500	0.3637%
C-7	3350	Newport	1,500	2	1,500	0.3637%
C-7	3352	Plymouth	1,558	3	1,558	0.3778%
C-7	3354	Plymouth	1,558	3	1,558	0.3778%
C-7	3356	Newport	1,500	2	1,500	0.3637%
C-8	3361	Newport	1,500	2	1,500	0.3637%
C-8	3363	Plymouth	1,558	3	1,558	0.3778%
C-8	3365	Plymouth	1,558	3	1,558	0.3778%
C-8	3367	Newport	1,500	2	1,500	0.3637%

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Exhibit B

Building	Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
C-9	3334	3334 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
C-9	3336	3336 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-9	3338	3338 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-9	3340	3340 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
C-10	3346	3346 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
C-10	3348	3348 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-10	3350	3350 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-10	3352	3352 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
C-11	3358	3358 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
C-11	3360	3360 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-11	3362	3362 Fishinger Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-11	3364	3364 Fishinger Mill Drive	Newport	1,500	2	1,500	0.3637%
C-12	3640	3640 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-12	3642	3642 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-12	3644	3644 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-12	3646	3646 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-13	3650	3650 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-13	3652	3652 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-13	3654	3654 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-13	3656	3656 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-14	3693	3693 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-14	3695	3695 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-14	3697	3697 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-14	3699	3699 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%

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Exhibit B

Building Unit	Address	Type	Sq ft.*	BRs	Par Value in "points"	Interest in common elements
C-15	3705 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-15	3707 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-15	3709 Hilliard Station Road	Plymouth	1,558	3	1,558	0.3778%
C-15	3711 Hilliard Station Road	Newport	1,500	2	1,500	0.3637%
C-16	3394 Woods Mill Drive	Newport	1,500	2	1,500	0.3637%
C-16	3396 Woods Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-16	3398 Woods Mill Drive	Plymouth	1,558	3	1,558	0.3778%
C-16	3400 Woods Mill Drive	Newport	1,500	2	1,500	0.3637%
G	1	Garage	440		110	0.0267%
G	2	Garage	440		110	0.0267%
G	3	Garage	440		110	0.0267%
G	4	Garage	440		110	0.0267%
G	5	Garage	440		110	0.0267%
G	6	Garage	440		110	0.0267%
G	7	Garage	440		110	0.0267%
G	8	Garage	440		110	0.0267%
G	9	Garage	440		110	0.0267%
G	10	Garage	440		110	0.0267%
G	11	Garage	440		110	0.0267%
G	12	Garage	440		110	0.0267%
G	13	Garage	440		110	0.0267%
G	14	Garage	440		110	0.0267%
G	15	Garage	440		110	0.0267%
G	16	Garage	440		110	0.0267%
G	17	Garage	440		110	0.0267%
G	18	Garage	440		110	0.0267%

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Exhibit B

Building Unit	Address	Type	Sq ft.* BRs	Par Value in "points"	Interest in common elements
G	19	Garage	440	110	0.0267%
G	20	Garage	440	110	0.0267%
G	21	Garage	440	110	0.0267%
G	22	Garage	440	110	0.0267%
G	23	Garage	440	110	0.0267%
G	24	Garage	440	110	0.0267%
G	25	Garage	440	110	0.0267%
G	26	Garage	440	110	0.0267%
G	27	Garage	440	110	0.0267%
G	28	Garage	440	110	0.0267%
G	29	Garage	440	110	0.0267%
G	30	Garage	440	110	0.0267%
G	31	Garage	440	110	0.0267%
G	32	Garage	440	110	0.0267%
G	33	Garage	440	110	0.0267%
G	34	Garage	440	110	0.0267%
G	35	Garage	440	110	0.0267%
G	36	Garage	440	110	0.0267%
G	37	Garage	440	110	0.0267%
G	38	Garage	440	110	0.0267%
G	39	Garage	440	110	0.0267%
G	40	Garage	440	110	0.0267%
G	41	Garage	440	110	0.0267%
G	42	Garage	440	110	0.0267%
G	43	Garage	440	110	0.0267%
G	44	Garage	440	110	0.0267%
G	45	Garage	440	110	0.0267%
G	46	Garage	440	110	0.0267%
G	47	Garage	440	110	0.0267%
G	48	Garage	440	110	0.0267%

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Exhibit B

Building Unit	Address	Type	Sq ft.* BRs	Par Value in "points"	Interest in common elements
G	49	Garage	440	110	0.0267%
G	50	Garage	440	110	0.0267%
G	51	Garage	440	110	0.0267%
G	52	Garage	440	110	0.0267%
G	53	Garage	440	110	0.0267%
G	54	Garage	440	110	0.0267%
G	55	Garage	440	110	0.0267%
G	56	Garage	440	110	0.0267%
G	57	Garage	440	110	0.0267%
G	58	Garage	440	110	0.0267%
G	59	Garage	440	110	0.0267%
G	60	Garage	440	110	0.0267%
G	61	Garage	440	110	0.0267%
G	62	Garage	440	110	0.0267%
G	63	Garage	440	110	0.0267%
G	64	Garage	440	110	0.0267%
G	65	Garage	440	110	0.0267%
G	66	Garage	440	110	0.0267%
G	67	Garage	440	110	0.0267%
G	68	Garage	440	110	0.0267%
G	69	Garage	440	110	0.0267%
G	70	Garage	440	110	0.0267%
G	71	Garage	440	110	0.0267%
G	72	Garage	440	110	0.0267%
G	73	Garage	440	110	0.0267%
G	74	Garage	440	110	0.0267%
G	75	Garage	440	110	0.0267%
G	76	Garage	440	110	0.0267%
G	77	Garage	440	110	0.0267%
G	78	Garage	440	110	0.0267%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Exhibit B

Building Unit	Address	Type	Sq ft.* BRs	Par Value in "points"	Interest in common elements
G 79		Garage	440	110	0.0267%
G 80		Garage	440	110	0.0267%
G 81		Garage	440	110	0.0267%
G 82		Garage	440	110	0.0267%
G 83		Garage	440	110	0.0267%
G 84		Garage	440	110	0.0267%
G 85		Garage	440	110	0.0267%
G 86		Garage	440	110	0.0267%
G 87		Garage	440	110	0.0267%
G 88		Garage	440	110	0.0267%
G 89		Garage	440	110	0.0267%
G 90		Garage	440	110	0.0267%
				412,388	100.00%

* Square footage is measured in the standard manner used in the building industry, from the centerline of interior walls to the exterior surface of exterior walls.

Condo
Plat 200603200051363

FIFTH AMENDMENT

(ADDING SIXTH PHASE) TO

DECLARATION OF CONDOMINIUM



200603200051362

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Robert G. Montgomery
Franklin County Recorder

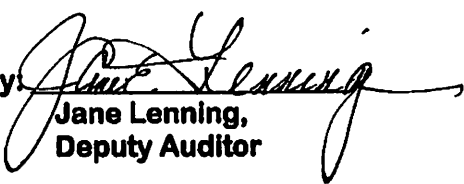
FOR

The Millington Condominium at Mill Run

EXPANDING THE CONDOMINIUM PROPERTY

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 163 PAGE 68-69

Franklin County Auditor
JOSEPH W. TESTA

by: 
Jane Lenning,
Deputy Auditor

This instrument prepared by

Kenton L. Kuehnle
Allen, Kuehnle & Stovall LLP
21 West Broad Street
Columbus, Ohio 43215

TRANSFERRED

MAR 20 2006

JOSEPH W. TESTA
REC'D
FRANKLIN COUNTY, OHIO

AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for The Millington Condominium at Mill Run, ("the Condominium"), expanding and submitting additional property to the condominium is made as of this 8th day of March, 2006.

Background

Millington Investment Company, LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of The Millington Condominium at Mill Run. The Declaration is recorded as Instrument Number 200408260200154, and the drawings are recorded in Condominium Plat Book 136, Pages 35-43, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XVIII of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. **Definitions.** All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. **Additional Property Added.** A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. **Name.** The Condominium, as expanded hereby, shall continue to be named "The Millington Condominium at Mill Run".
4. **Purposes.** The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. **Improvements Description.** The property being added by this amendment consists of the various tracts of vacant land described on Exhibit A, upon which there are no buildings.

6. **Common Elements.**

a. **Common Elements.** All of the property described in Exhibit A, including all of the land and all appurtenances thereto, are Common Elements. There are no limited common elements on the property hereby submitted to the Condominium.

b. **Undivided Ownership of Common Elements.** The undivided interest in all of the Common Elements, appurtenant to the Units, is set forth in the prior amendments, and is not affected hereby.

7. **Effects of Expansion.** Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. in all other respects, all of the provisions of the Declaration shall include and apply to such property with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 8 day of March, 2006.

Millington Investment Company, LLC

By 
Richard W. Foster

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public, personally appeared Richard W. Foster, the authorized agent of Millington Investment Company, LLC, an Ohio Limited Liability Company, the Declarant herein, who acknowledged the execution of this document to be his free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 8 day of March, 2006.

Cindy L Meeks
Notary Public



CINDY L. MEEKS
Notary Public, State of Ohio
My Commission Expires 11/29/2009

**THE FIFTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.070 ACRES
(AREA 1)**

Exhibit A
Page 1 of 9

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 12.959 acre tract (Parcel 2) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at the northwesterly corner of Lot 15 Mill Run Subdivision, a subdivision of record in Plat Book 64, Page 18, said point also being a common corner of said Lot 15 and "The Millington Condominium at Mill Run – First Amendment" a condominium plat of record in Condo Book 138, Page 5;

Thence along the easterly right-of-way line of Woods Mill Drive (60' in width) and along a curve to the left having a central angle of 46°14'11", a radius of 330.00 feet, an arc length of 266.30 feet, a chord bearing North 17°40'20" East, and a chord length of 259.14 feet, to a 3/4 inch iron pin found at a common corner of said "The Millington Condominium at Mill Run – First Amendment" and "The Millington Condominium at Mill Run" a condominium plat of record in Condo Book 136, Page 35;

Thence the following six (6) courses and distances along the lines common to said "The Millington Condominium at Mill Run – First Amendment" and said "The Millington Condominium at Mill Run";

1. North 84°39'50" East, a distance of 25.87 feet, to a 3/4 inch iron pin found;
2. North 89°29'26" East, a distance of 44.99 feet, to a 3/4 inch iron pin found;
3. South 84°46'13" East, a distance of 34.09 feet, to a 3/4 inch iron pin found;
4. South 78°39'46" East, a distance of 29.05 feet, to a 3/4 inch iron pin found at a point of curvature;
5. Along a curve to the right having a central angle of 69°23'05", a radius of 22.64 feet, an arc length of 27.41 feet, a chord bearing South 40°01'19" East, and a chord length of 25.77 feet, to a 3/4 inch iron pin found;
6. South 85°39'24" East, a distance of 22.56 feet, to a 3/4 inch iron pin found at a common corner of said "The Millington Condominium at Mill Run – First Amendment", said "The Millington Condominium at Mill Run" and "The Millington Condominium at Mill Run – Second Amendment" (4.304 Acres, Area 1) a condominium plat of record in Condo Book 138, Page 5;

Thence the following five (5) courses and distances along the lines common to said "The Millington Condominium at Mill Run – First Amendment" and said "The Millington Condominium at Mill Run – Second Amendment" (4.304 Acres, Area 1);

1. South 07°13'49" East, a distance of 102.84 feet, to a 3/4 inch iron pin found;

2. North 80°10'41" East, a distance of 178.10 feet, to a 3/4 inch iron pin found;
3. South 16°28'21" East, a distance of 97.83 feet, to a 3/4 inch iron pin found;
4. Along a curve to the left having a central angle of 16°43'35", a radius of 693.00 feet, an arc length of 202.31 feet, a chord bearing North 43°56'09" East, and a chord length of 201.59 feet, to a 3/4 inch iron pin found;
5. South 69°48'15" East, a distance of 18.24 feet, to a 3/4 inch iron pin found, said iron pin also being the Point of True Beginning for the herein described tract;

Thence along an easterly line of said "The Millington Condominium at Mill Run – Second Amendment" (4.304 Acres, Area 1) and along a curve to the left having a central angle of 13°42'08", a radius of 326.94 feet, an arc length of 78.19 feet, a chord bearing North 20°09'40" East and a chord length of 78.00 feet, to a 3/4 inch iron pin found;

Thence South 69°48'15" East, a distance of 40.58 feet, along a southerly line of said "The Millington Condominium at Mill Run – Second Amendment" (4.304 Acres, Area 1), to a 3/4 inch iron pin found;

Thence South 20°11'45" West, a distance of 78.00 feet, along the easterly lines of said "The Millington Condominium at Mill Run – Second Amendment" (4.304 Acres, Area 1) and said "The Millington Condominium at Mill Run – First Amendment", to a 3/4 inch iron pin found;

Thence North 69°48'15" West, a distance of 40.53 feet, along a northerly line of said "The Millington Condominium at Mill Run – First Amendment", to the Point of True Beginning. Containing 0.070 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".

STATE OF OHIO
JEFFREY D. HOFIUS
S-7455
REGISTERED PROFESSIONAL SURVEYOR

R.D. ZANDE AND ASSOCIATES, INC.

Jeffrey D. Hofius 02/16/04
Registered Surveyor No. S-7455 Date

**THE FIFTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.567 ACRES
(AREA 2)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of a 11.579 acre tract (Parcel 1) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at the northwesterly corner of Lot 15 Mill Run Subdivision, a subdivision of record in Plat Book 64, Page 18, said point also being a common corner of said Lot 15 and "The Millington Condominium at Mill Run - First Amendment" a condominium plat of record in Condo Book 138, Page 5;

Thence the following two (2) courses and distances along the westerly lines of said "The Millington Condominium at Mill Run - First Amendment" and "The Millington Condominium at Mill Run" a condominium plat of record in Condo Book 136, Page 35;

1. Along a curve to the left having a central angle of $84^{\circ}41'48''$, a radius of 330.00 feet, an arc length of 487.82 feet, a chord bearing North $01^{\circ}33'28''$ West, and a chord length of 444.60 feet, to a 3/4 inch iron pin found at a point of tangency;
2. North $43^{\circ}54'23''$ West, a distance of 6.56 feet, to a 3/4 inch iron pin found. Said iron pin also being the **Point of True Beginning** for the herein described tract;

Thence North $43^{\circ}54'23''$ West, a distance of 208.60 feet, along the easterly right-of-way line of Woods Mill Drive (60' in width), to a 3/4 inch iron pin found at a point of curvature;

Thence along a curve to the right having a central angle of $83^{\circ}31'05''$, a radius of 40.00 feet, an arc length of 58.31 feet, a chord bearing North $02^{\circ}08'54''$ West, and a chord length of 53.28 feet, to a 3/4 inch iron pin found at a point of reverse curvature;

Thence along the easterly right-of-way line of Mill Run Drive (60 feet in width) and along a curve to the left having a central angle of $18^{\circ}42'57''$, a radius of 580.00 feet, an arc length of 189.46 feet, a chord bearing North $30^{\circ}15'11''$ East, and a chord length of 188.62 feet, to a 3/4 inch iron pin found at a southwesterly corner of said "The Millington Condominium at Mill Run";

Thence South $08^{\circ}01'10''$ East, a distance of 370.08 feet, along an easterly line of said "The Millington Condominium at Mill Run", to the **Point of True Beginning**. Containing 0.567 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North $43^{\circ}54'23''$ West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

R.D. ZANDE AND ASSOCIATES, INC.
JEFFREY D. HOFIUS
S-7455
PROFESSIONAL SURVEYOR
Jeffrey D. Hofius
Registered Surveyor No. S-7455
Date 02/16/06

**THE FIFTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.146 ACRES
(AREA 3)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 12.959 acre tract (Parcel 2) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at a 3/4 inch iron pin found at the northeasterly corner of "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2) a condominium plat of record in Condo Book 140, Page 11, said iron pin also being a common corner of said "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2), "The Millington Condominium at Mill Run" a condominium plat of record in Condo Book 136, Page 35, "The Millington Condominium at Mill Run – Fourth Amendment" (1.539 Acres, Area 3) a condominium plat of record in Condo Book 143, Page 81, and "The Millington Condominium at Mill Run – Third Amendment" a condominium plat of record in Condo Book 142, Page 30;

Thence along a line common to said "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2), said "The Millington Condominium at Mill Run – Third Amendment" and along a curve to the right having a central angle of 18°53'49", a radius of 312.23 feet, an arc length of 102.98 feet, a chord bearing South 35°41'49" East, and a chord length of 102.51 feet, to a 3/4 inch iron pin found, said iron pin also being the Point of True Beginning for the herein described tract;

Thence the following seven (7) courses and distances along the westerly lines of said "The Millington Condominium at Mill Run – Third Amendment";

1. North 67°55'04" East, a distance of 47.52 feet, to a 3/4 inch iron pin found;
2. South 43°26'18" East, a distance of 27.19 feet, to a 3/4 inch iron pin found;
3. North 46°33'42" East, a distance of 67.85 feet, to a 3/4 inch iron pin found;
4. South 43°26'18" East, a distance of 57.99 feet, to a 3/4 inch iron pin found;
5. South 46°33'42" West, a distance of 87.85 feet, to a 3/4 inch iron pin found;
6. North 43°26'18" West, a distance of 70.09 feet, to a 3/4 inch iron pin found;
7. South 67°55'04" West, a distance of 33.57 feet, to a 3/4 inch iron pin found in the line common to said "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2), said "The Millington Condominium at Mill Run – Third Amendment";

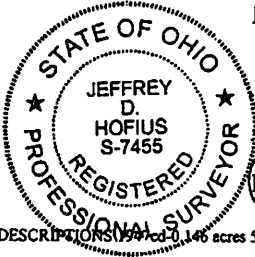
Thence along the easterly line of said "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2) and along a curve to the left having a central angle of 03°55'01", a radius of 312.23 feet, an arc length of 21.35 feet, a chord bearing North 24°17'24" west and a chord

length of 21.34 feet, to the Point of True Beginning. Containing 0.146 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.



[Handwritten Signature]
Jeffrey D. Hofius
Registered Surveyor No. S-7455
Date 02/14/06

**THE FIFTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.088 ACRES
(AREA 4)**

Exhibit A
Page 6 of 9

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 12.959 acre tract (Parcel 2) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at a 3/4 inch iron pin found at the northeasterly corner of "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2) a condominium plat of record in Condo Book 140, Page 11, said iron pin also being a common corner of said "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2), "The Millington Condominium at Mill Run" a condominium plat of record in Condo Book 136, Page 35, "The Millington Condominium at Mill Run – Fourth Amendment" (1.539 Acres, Area 3) a condominium plat of record in Condo Book 143, Page 81, and "The Millington Condominium at Mill Run – Third Amendment" a condominium plat of record in Condo Book 142, Page 30;

Thence along a line common to said "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2), said "The Millington Condominium at Mill Run – Third Amendment" and along a curve to the right having a central angle of $42^{\circ}22'55''$, a radius of 312.23 feet, an arc length of 230.96 feet, a chord bearing South $23^{\circ}57'16''$ East, and a chord length of 225.73 feet, to a 3/4 inch iron pin found, said iron pin also being the **Point of True Beginning** for the herein described tract;

Thence the following three (3) courses and distances along the westerly lines of said "The Millington Condominium at Mill Run – Third Amendment";

1. North $87^{\circ}14'12''$ East, a distance of 29.67 feet, to a 3/4 inch iron pin found;
2. South $06^{\circ}23'39''$ East, a distance of 98.09 feet, to a 3/4 inch iron pin found;
3. South $83^{\circ}36'21''$ West, a distance of 53.94 feet, to a 3/4 inch iron pin found in the line common to said "The Millington Condominium at Mill Run – Third Amendment", and said "The Millington Condominium at Mill Run";

Thence North $19^{\circ}28'22''$ East, a distance of 9.17 feet, along an easterly line of said "The Millington Condominium at Mill Run", to a 3/4 inch iron pin found at a point of curvature;

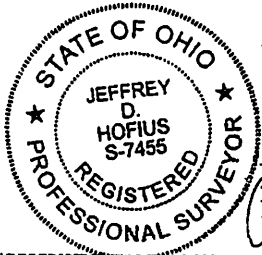
Thence along the easterly line of said "The Millington Condominium at Mill Run" and along a curve to the left having a central angle of $15^{\circ}04'00''$, a radius of 302.25 feet, an arc length of 79.48 feet, a chord bearing North $07^{\circ}30'07''$ East and a chord length of 79.25 feet, to a 3/4 inch iron pin found at a point of compound curvature;

Thence along the easterly line of said "The Millington Condominium at Mill Run – Second Amendment" (0.730 Acres, Area 2) and along a curve to the left having a central angle of $02^{\circ}43'31''$, a radius of 312.23 feet, an arc length of 14.85 feet, a chord bearing North $01^{\circ}24'03''$ West and a chord

length of 14.85 feet, to the Point of True Beginning. Containing 0.088 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".



R.D. ZANDE AND ASSOCIATES, INC.

Jeffrey D. Hofius
Jeffrey D. Hofius Date
Registered Surveyor No. S-7455

THE FIFTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.126 ACRES
(AREA 5)

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11579 acre tract (Parcel 1) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at a 3/4 inch iron pin found at the northeasterly corner of "The Millington Condominium at Mill Run - Second Amendment" (0.730 Acres, Area 2) a condominium plat of record in Condo Book 140, Page 11, said iron pin also being a common corner of said "The Millington Condominium at Mill Run - Second Amendment" (0.730 Acres, Area 2), "The Millington Condominium at Mill Run" a condominium plat of record in Condo Book 136, Page 35, "The Millington Condominium at Mill Run - Fourth Amendment" (1.539 Acres, Area 3) a condominium plat of record in Condo Book 143, Page 81, and "The Millington Condominium at Mill Run - Third Amendment" a condominium plat of record in Condo Book 142, Page 30;

Thence along a line common to said "The Millington Condominium at Mill Run", said "The Millington Condominium at Mill Run - Fourth Amendment" (1.539 Acres, Area 3) and along a curve to the left having a central angle of 34°51'40", a radius of 306.34 feet, an arc length of 186.39 feet, a chord bearing North 62°14'11" West, and a chord length of 183.53 feet, to a 3/4 inch iron pin found;

Thence North 05°37'43" East, a distance of 99.51 feet, along a line common to said "The Millington Condominium at Mill Run", said "The Millington Condominium at Mill Run - Fourth Amendment" (1.539 Acres, Area 3), to a 3/4 inch iron pin found, said iron pin also being the Point of True Beginning for the herein described tract;

Thence North 05°37'43" East, a distance of 11.29 feet, along an easterly line of said "The Millington Condominium at Mill Run", to a 3/4 inch iron pin found;

Thence the following six (6) courses and distances along the westerly lines of said "The Millington Condominium at Mill Run - Fourth Amendment" (1.539 Acres, Area 3);

1. North 46°29'57" East, a distance of 6.56 feet, to a 3/4 inch iron pin found;
2. South 43°30'03" East, a distance of 46.61 feet, to a 3/4 inch iron pin found;
3. North 47°00'27" East, a distance of 67.43 feet, to a 3/4 inch iron pin found;
4. South 43°32'08" East, a distance of 57.87 feet, to a 3/4 inch iron pin found;
5. South 46°31'47" West, a distance of 82.56 feet, to a 3/4 inch iron pin found;
6. North 43°30'03" West, a distance of 97.65 feet, to the Point of True Beginning. Containing 0.126 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.

STATE OF OHIO

★ JEFFREY D. HOFIUS S-7455 ★

REGISTERED PROFESSIONAL SURVEYOR

Jeffrey D. Hofius 02/16/06
Date

Registered Surveyor No. S-7455

**THE FIFTH AMENDMENT TO
THE MILLINGTON CONDOMINIUM
AT MILL RUN
0.212 ACRES
(AREA 6)**

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of an original 11.579 acre tract (Parcel 1) conveyed to Millington Investment Company by deed of record in Official Record 12180, Page A17, and being part of Parcel G of Mill Run Subdivision and Easement Dedication Plat Section 2, as recorded in Plat Book 64, Pages 38 and 39, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a 3/4 inch iron pin found at the northwesterly corner of "The Millington Condominium at Mill Run - Fourth Amendment" (0.708 Acres, Area 2) a condominium plat of record in Condo Book 143, Page 81, said iron pin being the northwesterly corner of said original 11.579 acre tract;

Thence the following three (3) courses and distances along the westerly lines of said "The Millington Condominium at Mill Run - Fourth Amendment" (0.708 Acres, Area 2);

1. South 29°57'17" East, a distance of 55.34 feet, to a 3/4 inch iron pin found;
2. South 16°21'00" East, a distance of 131.96 feet, to a 3/4 inch iron pin found at a point of curvature;
3. Along a curve to the left having a central angle of 41°58'49", a radius of 151.66 feet, an arc length of 111.12 feet, a chord bearing South 37°20'24" East, and a chord length of 108.65 feet, to a 3/4 inch iron pin found southwesterly corner of said "The Millington Condominium at Mill Run - Fourth Amendment" (0.708 Acres, Area 2), said iron pin also being in a northerly line of said "The Millington Condominium at Mill Run" a condominium plat of record in Condo Book 136, Page 35;

Thence South 79°25'54" West, a distance of 82.44 feet, along a northerly line of said "The Millington Condominium at Mill Run", to a 3/4 inch iron pin found in the easterly right-of-way line of Mill Run Drive (60 feet in width);

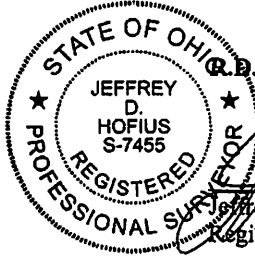
Thence the following three (3) courses and distances along the easterly right-of-way line of said Mill Run Drive;

1. Along a curve to the left having a central angle of 01°39'33", a radius of 580.00 feet, an arc length of 16.79 feet, a chord bearing North 11°23'53" West, and a chord length of 16.79 feet, to a 3/4 inch iron pin found at a point of tangency;
2. North 12°13'40" West, a distance of 96.59 feet, to a 3/4 inch iron pin found;
3. North 08°53'52" West, a distance of 167.23 feet, to the Point of True Beginning. Containing 0.212 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of North 43°54'23" West for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

All iron pins set are 3/4 inch iron pipes, 30 inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.



JEFFREY
D.
HOFIUS
S-7455

Jeffrey D. Hofius

Jeffrey D. Hofius
Registered Surveyor No. S-7455

02/16/06

Date

LEGEND

- 3/4" IRON PIN FOUND
 - 3/4" IRON PIN SET
 - ▲ WIDE RAILROAD SPIKE FOUND
 - △ RRSR RAILROAD SPIKE SET
 - ▨ LIMITED COMMON ELEMENT
- A1 NUMBER DESIGNATES UNIT HOMES

200603200051363
 11/17/06 2:00 PM
 11/17/06 11:31 AM
 Franklin County Recorder



SCALE IN FEET
 SCALE: 1 INCH = 100 FEET

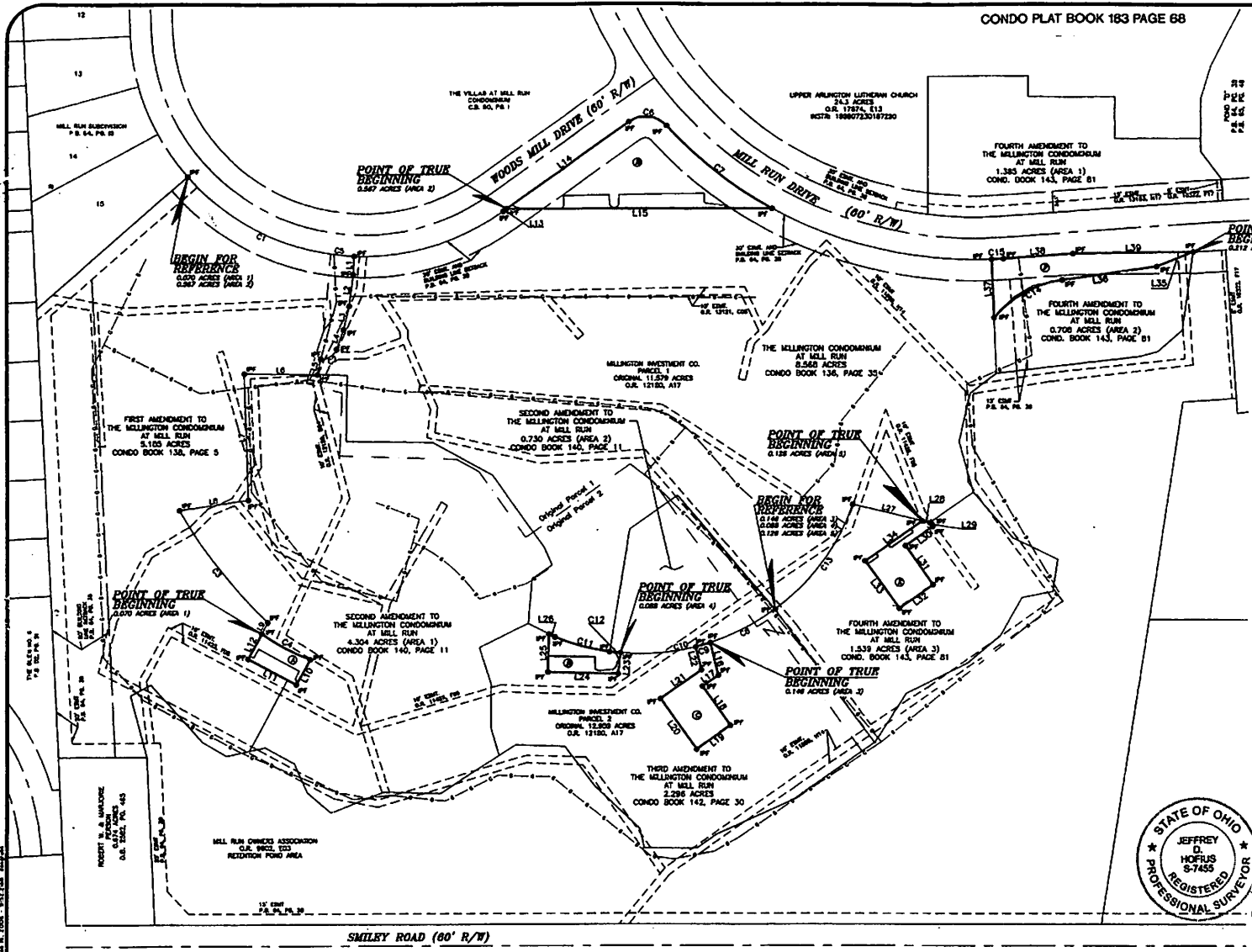
FIFTH AMENDMENT TO
 CONDOMINIUM DRAWINGS OF
**THE MILLINGTON CONDOMINIUM
 AT MILL RUN**
 LYING IN
PARCELS "E & G"
MILL RUN SUBDIVISION
STREET & EASEMENT DEDICATION PLAT
SECTION 2
 AS RECORDED IN
PLAT BOOK 64, PAGES 38 & 39
VIRGINIA MILITARY DISTRICT 547
 CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO
 SCALE: 1 INCH = 100 FEET DATE: FEBRUARY, 2006
 R/S# JOB NUMBER: 19476D

SURVEYORS CERTIFICATION
 I hereby certify that the drawing on Pages 1 and 2, accurately reflects the location of improvements and accurately reflects the location of recorded easements as shown on the Title Commitment issued by FIRST AMERICAN TITLE INSURANCE COMPANY, as Commitment Number 7519040A, with an effective date of May 27, 2004, at 7:00 A.M. of The Millington Condominium at Mill Run.

I hereby certify that this survey shown on the attached plat was prepared by R.D. Zande and Associates on December 13, 1990 and that the information, courses and distances as shown are correct to the best of my knowledge.



[Signature]
 REGISTERED SURVEYOR NO. 5-7455 DATE 02/16/06



- NOTE:**
- All areas not designated as part of a unit are common elements
 - The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid.

BASIS OF BEARINGS:
 The bearings shown hereon are based on the bearing of North 43°54'23" West, for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

FLOOD NOTE:
 The subject property lies in zone X (area determined to be outside the 500 year flood plain), as determined by Graphic Interpolation from the Flood Insurance Rate Map Number 39040C0120C, with an effective date of August 2, 1995, published by the Federal Emergency Management Agency.

ACREAGE TABLE

0.905 Acres (Original Parcel 1)
0.304 Acres (Original Parcel 2)
1.209 Acres (The Millington Condominium at Mill Run - Fifth Amendment)

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	48°14'11"	330.00'	266.30'	N 17°40'20" E	259.14'
C2	69°23'09"	22.64'	27.41'	S 40°01'19" E	25.77'
C3	16°43'35"	693.00'	202.31'	N 43°56'09" E	201.59'
C4	13°42'08"	328.94'	78.19'	N 20°09'40" E	78.00'
C5	84°41'48"	330.00'	487.82'	N 01°33'28" W	444.80'
C6	83°31'05"	40.00'	58.31'	N 02°08'54" W	53.28'
C7	18°42'57"	580.00'	189.46'	N 30°15'11" E	188.62'
C8	18°53'49"	312.23'	102.98'	S 35°41'49" E	102.51'
C9	03°55'09"	312.23'	21.33'	N 24°17'24" W	21.34'
C10	42°22'55"	312.23'	230.96'	S 23°57'16" E	225.73'
C11	15°04'00"	302.25'	79.48'	N 07°30'07" E	79.25'
C12	02°43'31"	312.23'	14.85'	N 01°24'03" W	14.85'
C13	34°51'40"	306.34'	188.39'	N 62°14'11" W	183.53'
C14	41°58'49"	151.66'	111.12'	S 37°20'24" E	108.65'
C15	01°39'33"	580.00'	16.79'	N 11°23'53" W	16.79'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 84°39'50" E	25.87'
L2	N 89°29'26" E	44.99'
L3	S 84°46'13" E	34.09'
L4	S 78°39'46" E	29.05'
L5	S 65°39'24" E	22.56'
L6	S 07°13'49" E	102.84'
L7	N 80°10'41" E	178.10'
L8	S 16°28'21" E	97.83'
L9	S 69°48'15" E	18.24'
L10	S 69°48'15" E	40.58'
L11	S 20°11'45" W	78.00'
L12	N 69°48'15" W	40.53'
L13	N 43°54'23" W	6.56'
L14	N 43°54'23" W	208.80'
L15	S 08°01'10" E	370.08'
L16	N 67°55'04" E	47.52'
L17	S 43°28'18" E	27.19'
L18	N 46°33'42" E	67.85'
L19	S 43°28'18" E	57.99'
L20	S 46°33'42" W	87.85'
L21	N 43°28'18" W	70.09'
L22	S 67°55'04" W	33.57'
L23	N 87°14'12" E	29.67'
L24	S 06°23'39" E	98.09'
L25	S 83°36'21" W	53.94'
L26	N 19°28'22" E	9.17'
L27	N 05°37'43" E	99.51'
L28	N 05°37'43" E	11.29'
L29	N 48°29'57" E	6.56'
L30	S 43°30'03" E	46.61'
L31	N 47°00'27" E	67.43'
L32	S 43°32'08" E	57.87'
L33	S 46°31'47" W	82.56'
L34	N 43°30'03" W	97.85'
L35	S 29°57'17" E	55.34'
L36	S 16°21'00" E	131.98'
L37	S 79°25'54" W	82.44'
L38	N 12°13'40" W	96.59'
L39	N 08°53'52" W	167.23'

- Ⓐ FIFTH AMENDMENT TO THE MILLINGTON CONDOMINIUM AT MILL RUN 0.070 ACRES (AREA 1)
- Ⓑ FIFTH AMENDMENT TO THE MILLINGTON CONDOMINIUM AT MILL RUN 0.146 ACRES (AREA 3)
- Ⓒ FIFTH AMENDMENT TO THE MILLINGTON CONDOMINIUM AT MILL RUN 0.126 ACRES (AREA 5)
- Ⓓ FIFTH AMENDMENT TO THE MILLINGTON CONDOMINIUM AT MILL RUN 0.567 ACRES (AREA 2)
- Ⓔ FIFTH AMENDMENT TO THE MILLINGTON CONDOMINIUM AT MILL RUN 0.088 ACRES (AREA 4)
- Ⓕ FIFTH AMENDMENT TO THE MILLINGTON CONDOMINIUM AT MILL RUN 0.212 ACRES (AREA 6)

- NOTE:**
- All areas not designated as part of a unit are common elements
 - The site is subject to a 10 foot wide easement lying 5 feet on either side of the line as laid.

BASIS OF BEARINGS:
 The bearings shown herein are based on the bearing of North 43°54'23" West, for the centerline of Woods Mill Drive, of record in Plat Book 64, Pages 38 and 39, Recorder's Office, Franklin County, Ohio.

FLOOD NOTE:
 The subject property lies in zone X (area determined to be outside the 500 year flood plain), as determined by Graphic Interpolation from the Flood Insurance Rate Map Number 39040C01200, with an effective date of August 2, 1995, published by the Federal Emergency Management Agency.

- LEGEND**
- 1/4" IRON PIN FOUND
 - 3/8" IRON PIN SET
 - ▲ IRON RAILROAD SPIKE FOUND
 - △ IRON RAILROAD SPIKE SET
 - ▨ LIMITED COMMON ELEMENT
 - AI NUMBER DESIGNATES UNIT NUMBER

FIFTH AMENDMENT TO CONDOMINIUM DRAWINGS OF THE MILLINGTON CONDOMINIUM AT MILL RUN
 LYING IN
PARCELS "E & G" MILL RUN SUBDIVISION STREET & EASEMENT DEDICATION PLAT SECTION 2
 AS RECORDED IN
PLAT BOOK 64, PAGES 38 & 39 VIRGINIA MILITARY DISTRICT 547 CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO
 DATE: FEBRUARY, 2006
 REC JOB NUMBER: 1047CD

PREPARED BY
R.D.Zande & Associates
 1800 LAKE ERIE DRIVE
 COLUMBUS, OHIO 43260
 (614) 486-4302 1-800-348-2743
 FAX (614) 486-4307
 PREPARED UNDER 1 & 2 (1053) OF
 CONDOMINIUM ACT

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Millington
Condominium
Columbus, Ohio
Millington Investment Company, LLC

SULLIVAN BRUCK
ARCHITECTS
207 EAST PEARL STREET, COLUMBUS, OHIO 43215
TEL 614.444.9800 FAX 614.454.9809 SBDRCH.COM

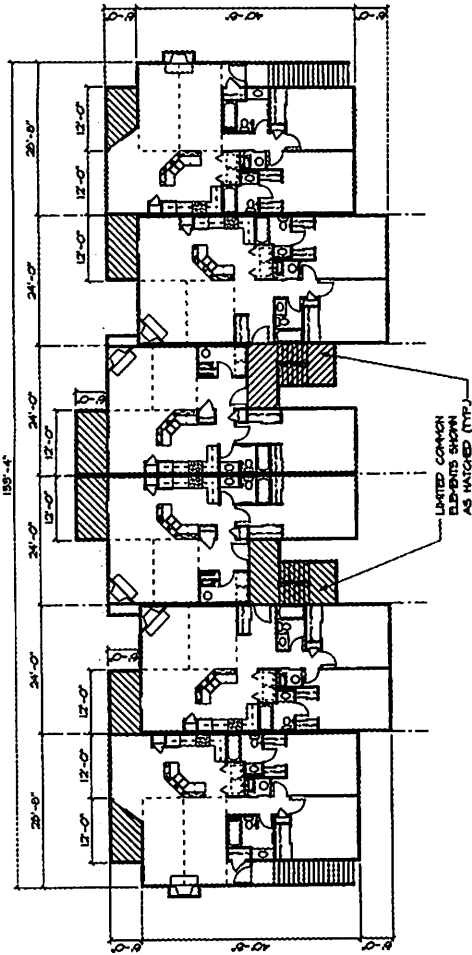
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WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

DATE
April 2004

12 UNIT GARDEN
BUILDING "A"
2, 15, 16, 17
PLANS
SHEET NO.

3 of 9
PROJECT NO. 000020

CONDO PLAT BOOK 136 PG 37

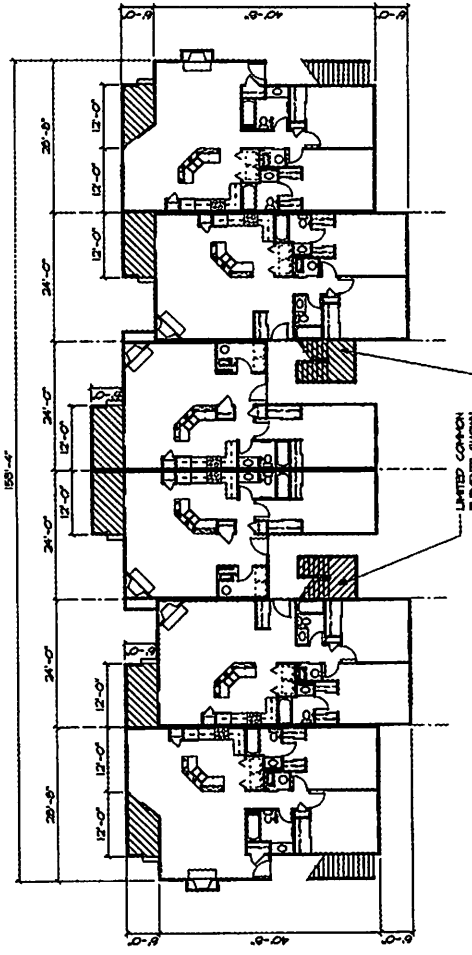


- | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|
| A-2 3588 | A-2 3584 | A-2 3580 | A-2 3576 | A-2 3572 | A-2 3568 |
| A-15 3421 | A-15 3425 | A-15 3429 | A-15 3433 | A-15 3437 | A-15 3441 |
| A-16 3422 | A-16 3418 | A-16 3414 | A-16 3410 | A-16 3406 | A-16 3402 |
| A-17 3394 | A-17 3390 | A-17 3386 | A-17 3382 | A-17 3378 | A-17 3374 |

D8 Second Floor Building Plan

NOTE: ALL DIMENSIONS ARE \pm 1'-0"

1/8" = 1'-0"

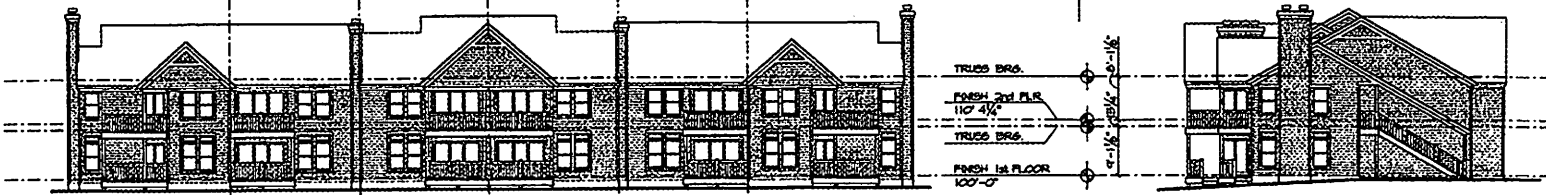


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|-----------|-----------|-----------|-----------|-----------|-----------|
| A-2 3586 | A-2 3582 | A-2 3578 | A-2 3574 | A-2 3570 | A-2 3566 |
| A-15 3419 | A-15 3423 | A-15 3427 | A-15 3431 | A-15 3435 | A-15 3439 |
| A-16 3420 | A-16 3416 | A-16 3412 | A-16 3408 | A-16 3404 | A-16 3400 |
| A-17 3392 | A-17 3388 | A-17 3384 | A-17 3380 | A-17 3376 | A-17 3372 |

A8 First Floor Building Plan

NOTE: ALL DIMENSIONS ARE \pm 1'-0"

1/8" = 1'-0"



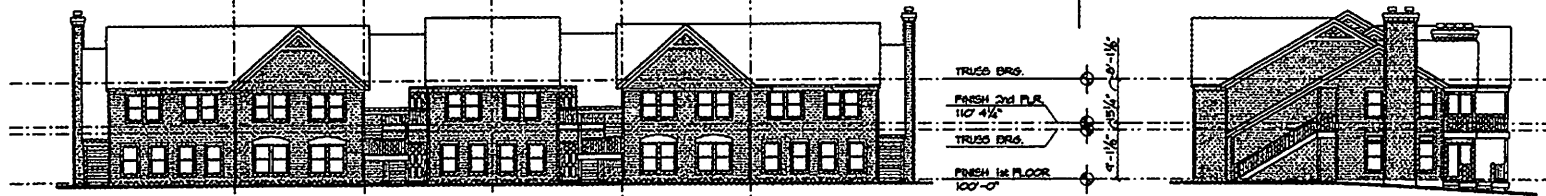
First Floor	A-2 3566	A-2 3570	A-2 3574	A-2 3578	A-2 3582	A-2 3586
Second Floor	A-2 3568	A-2 3572	A-2 3576	A-2 3580	A-2 3584	A-2 3588
First Floor	A-15 3439	A-15 3435	A-15 3431	A-15 3427	A-15 3423	A-15 3419
Second Floor	A-15 3441	A-15 3437	A-15 3433	A-15 3429	A-15 3425	A-15 3421
First Floor	A-16 3400	A-16 3404	A-16 3408	A-16 3412	A-16 3416	A-16 3420
Second Floor	A-16 3402	A-16 3406	A-16 3410	A-16 3414	A-16 3418	A-16 3422
First Floor	A-17 3372	A-17 3376	A-17 3380	A-17 3384	A-17 3388	A-17 3392
Second Floor	A-17 3374	A-17 3378	A-17 3382	A-17 3386	A-17 3390	A-17 3394

D8 Rear Elevation

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

D3 Side Elev.

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"



First Floor	A-2 3586	A-2 3582	A-2 3578	A-2 3574	A-2 3570	A-2 3566
Second Floor	A-2 3588	A-2 3584	A-2 3580	A-2 3576	A-2 3572	A-2 3568
First Floor	A-15 3419	A-15 3423	A-15 3427	A-15 3431	A-15 3435	A-15 3439
Second Floor	A-15 3421	A-15 3425	A-15 3429	A-15 3433	A-15 3437	A-15 3441
First Floor	A-16 3420	A-16 3416	A-16 3412	A-16 3408	A-16 3404	A-16 3400
Second Floor	A-16 3422	A-16 3418	A-16 3414	A-16 3410	A-16 3406	A-16 3402
First Floor	A-17 3392	A-17 3388	A-17 3384	A-17 3380	A-17 3376	A-17 3372
Second Floor	A-17 3394	A-17 3390	A-17 3386	A-17 3382	A-17 3378	A-17 3374

A8 Front Elevation

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

A3 Side Elev.

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

Millington Condominium
 Columbus, Ohio

MILLINGTON INVESTMENT COMPANY, LLC

SULLIVAN BRUCK ARCHITECTS

SULLIVAN BRUCK ARCHITECTS, INC. 487 SOUTH AVENUE STREET, COLUMBUS, OHIO 43261
 TEL 614.444.9800 FAX 614.444.9809 SB@SBA.COM

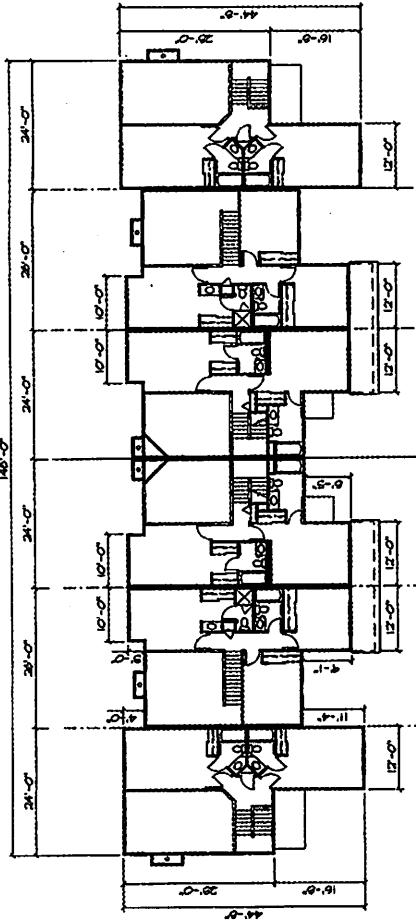
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DATE
April 2004

12 UNIT GARDEN BUILDING 'A'
 2, 15, 16, 17
 ELEVATIONS
 SHEET NO.

4 of 9

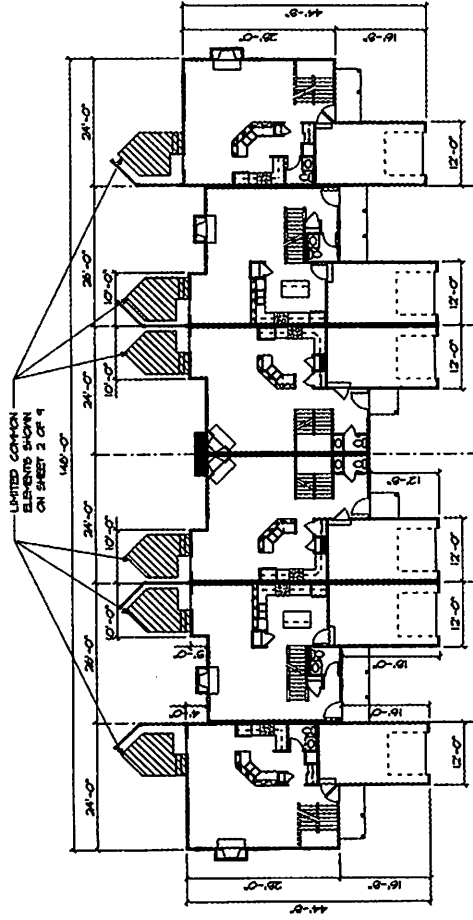
PROJECT NO. 040600



- | | | | |
|----------|----------|----------|----------|
| B-1 3441 | B-1 3445 | B-1 3449 | B-1 3451 |
| B-2 3444 | B-2 3440 | B-2 3436 | B-2 3434 |
| B-3 3425 | B-3 3427 | B-3 3431 | B-3 3435 |
| B-4 3402 | B-4 3400 | B-4 3396 | B-4 3392 |
| B-5 3370 | B-5 3368 | B-5 3366 | B-5 3362 |

D8 Second Floor Building Plan

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"



- | | | | |
|----------|----------|----------|----------|
| B-1 3441 | B-1 3445 | B-1 3449 | B-1 3451 |
| B-2 3444 | B-2 3440 | B-2 3436 | B-2 3434 |
| B-3 3425 | B-3 3427 | B-3 3431 | B-3 3435 |
| B-4 3402 | B-4 3400 | B-4 3396 | B-4 3392 |
| B-5 3370 | B-5 3368 | B-5 3366 | B-5 3362 |

A8 First Floor Building Plan

1/16" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

Millington
Condominium
Columbus, Ohio

Millington Investment Company, LLC

SULLIVAN BRUCK
ARCHITECTS



WESTON STREET ARCHITECTS, INC. 202 SOUTH FRONT STREET COLUMBUS, OHIO 43215
TEL 614.444.7800 FAX 614.444.9807 SB@CBFC.COM

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DATE
April 2004

6 UNIT TOWNHOME
BUILDING
1, 2, 3, 4, 5
PLANS
SHEET NO.

5 of 9

PROJECT NO. 040607

CONDO FLAT BOOK 158 PG 40

TRUSS BRG.
FINISH 2nd FLOOR
FINISH 1st FLOOR

B-1 3441
B-2 3444
B-3 3425
B-4 3402
B-5 3370

B-1 3443
B-2 3442
B-3 3427
B-4 3400
B-5 3368

B-1 3445
B-2 3440
B-3 3429
B-4 3398
B-5 3366

B-1 3447
B-2 3438
B-3 3431
B-4 3396
B-5 3364

B-1 3449
B-2 3436
B-3 3433
B-4 3394
B-5 3362

B-1 3451
B-2 3434
B-3 3435
B-4 3392
B-5 3360

D3 Side Elev. 1/8" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

TRUSS BRG.
FINISH 2nd FLOOR
FINISH 1st FLOOR

B-1 3441
B-2 3434
B-3 3435
B-4 3392
B-5 3360

B-1 3449
B-2 3436
B-3 3433
B-4 3394
B-5 3362

B-1 3447
B-2 3438
B-3 3431
B-4 3396
B-5 3364

B-1 3445
B-2 3440
B-3 3429
B-4 3398
B-5 3366

B-1 3443
B-2 3442
B-3 3427
B-4 3400
B-5 3368

B-1 3441
B-2 3444
B-3 3425
B-4 3402
B-5 3370

A3 Side Elev. 1/8" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

A8 Front Elevation 1/8" = 1'-0" NOTE: ALL DIMENSIONS ARE ± 1'-0"

Millington
Condominium
Columbus, Ohio
Millington Investment Company, LLC

SULLIVAN BRUCK
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207 SOUTH POPLAR STREET, COLUMBUS, OHIO 43221
TEL 614.464.9800 FAX 614.464.9809 sbruck.com

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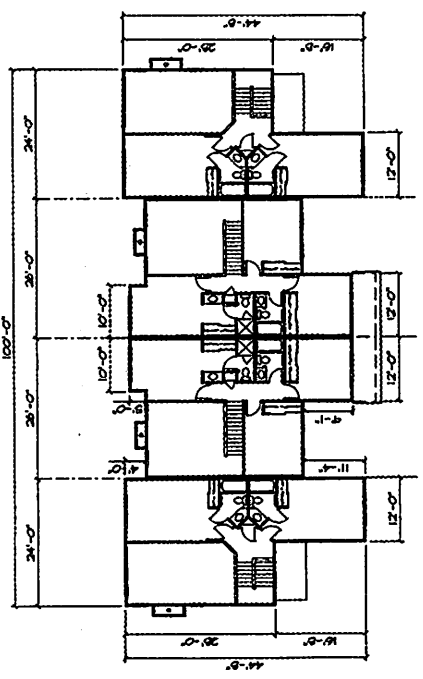
DATE: August 2004

PROJECT NO. 040300

7 of 9

4 UNIT TOWNHOME BUILDING 'C'
1, 2, 3, 4, 5, 6, 7
PLANS
REF: NO.

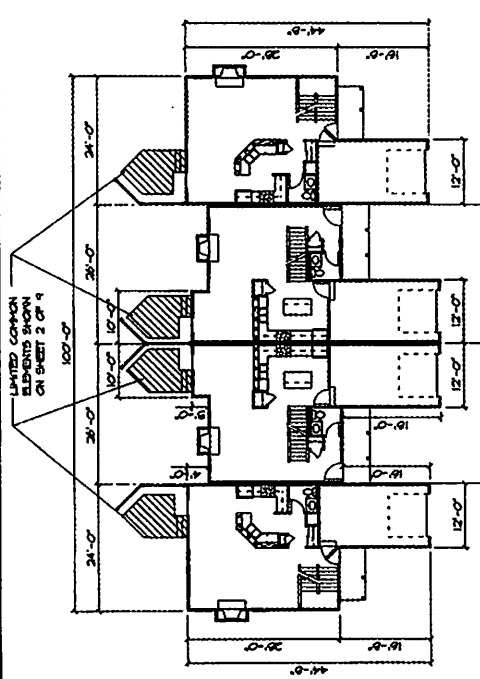
CONDO PLAT BOOK 138 PG 41



- | | | | |
|----------|----------|----------|----------|
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| C-2 3414 | C-2 3412 | C-2 3410 | C-2 3408 |
| C-3 3405 | C-3 3407 | C-3 3409 | C-3 3411 |
| C-4 3393 | C-4 3395 | C-4 3397 | C-4 3399 |
| C-5 3377 | C-5 3379 | C-5 3381 | C-5 3383 |
| C-6 3359 | C-6 3361 | C-6 3363 | C-6 3365 |
| C-7 3356 | C-7 3354 | C-7 3352 | C-7 3350 |

D8 Second Floor Building Plan

1/8" = 1'-0"



- | | | | |
|----------|----------|----------|----------|
| C-1 3438 | C-1 3436 | C-1 3434 | C-1 3432 |
| C-2 3414 | C-2 3412 | C-2 3410 | C-2 3408 |
| C-3 3405 | C-3 3407 | C-3 3409 | C-3 3411 |
| C-4 3393 | C-4 3395 | C-4 3397 | C-4 3399 |
| C-5 3377 | C-5 3379 | C-5 3381 | C-5 3383 |
| C-6 3359 | C-6 3361 | C-6 3363 | C-6 3365 |
| C-7 3356 | C-7 3354 | C-7 3352 | C-7 3350 |

A8 First Floor Building Plan

1/8" = 1'-0"

Millington
Condominium
Columbus, Ohio
Millington Investment Company, LLC

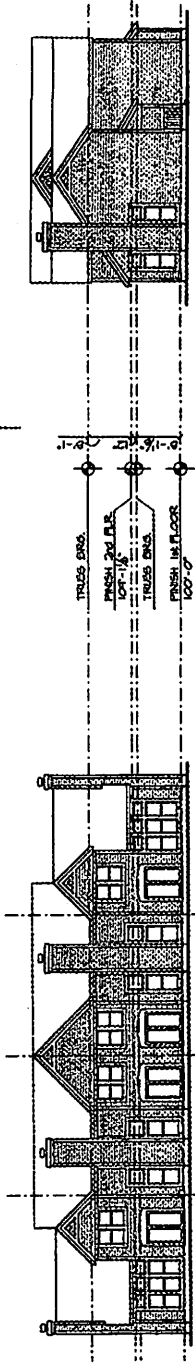
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ARCHITECTS



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DATE
August 2004
PROJECT NO. 0400000
8 of 9
4 UNIT TOWNHOME
BUILDING 'C'
1, 2, 3, 4, 5, 6, 7
ELEVATIONS
SHEET NO.

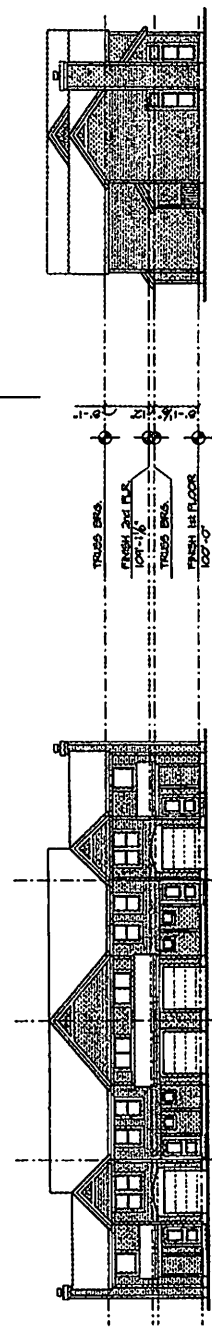
CONDO PLAT BOOK 198 PG 42



- C-1 3432
- C-2 3408
- C-3 3411
- C-4 3399
- C-5 3383
- C-6 3365
- C-7 3350
- C-1 3434
- C-2 3410
- C-3 3409
- C-4 3397
- C-5 3381
- C-6 3363
- C-7 3352
- C-1 3436
- C-2 3412
- C-3 3407
- C-4 3395
- C-5 3379
- C-6 3361
- C-7 3354
- C-1 3438
- C-2 3414
- C-3 3405
- C-4 3393
- C-5 3377
- C-6 3359
- C-7 3356

D8 Rear Elevation
1/16" = 1'-0"

D3 Side Elev.
1/16" = 1'-0"

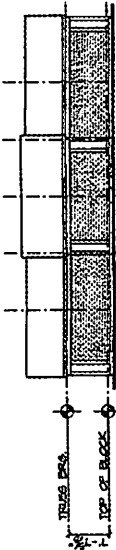


- C-1 3438
- C-2 3414
- C-3 3405
- C-4 3393
- C-5 3377
- C-6 3359
- C-7 3356
- C-1 3436
- C-2 3412
- C-3 3407
- C-4 3395
- C-5 3379
- C-6 3361
- C-7 3354
- C-1 3434
- C-2 3410
- C-3 3409
- C-4 3397
- C-5 3381
- C-6 3363
- C-7 3352
- C-1 3432
- C-2 3408
- C-3 3411
- C-4 3399
- C-5 3383
- C-6 3365
- C-7 3350

A8 Front Elevation
1/16" = 1'-0"

A3 Side Elev.
1/16" = 1'-0"

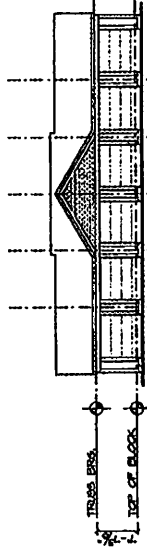
CONDO PLAT BOOK 136 PG 43



- G-1 G-2 G-3 G-4 G-5 G-6
- G-54 G-53 G-52 G-51 G-50 G-49
- G-85 G-86 G-87 G-88 G-89 G-90

E4 Rear Elevation

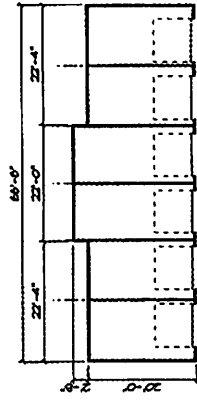
1/8" = 1'-0"



- G-6 G-5 G-4 G-3 G-2 G-1
- G-49 G-50 G-51 G-52 G-53 G-54
- G-90 G-89 G-88 G-87 G-86 G-85

C4 Front Elevation

1/8" = 1'-0"



- G-6 G-5 G-4 G-3 G-2 G-1
- G-49 G-50 G-51 G-52 G-53 G-54
- G-90 G-89 G-88 G-87 G-86 G-85

A4 Floor Plan

1/8" = 1'-0"

Millington
Condominium
Columbus, Ohio

Millington Investment Company, LLC

SULLIVAN BRUCK
ARCHITECTS



1111 EAST AVENUE, SUITE 100, COLUMBUS, OHIO 43217
TEL: 614.444.9800 FAX: 614.444.9807 SBO@SBC.COM

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DATE
April 6, 2004

6 CAR GARAGE
BUILDING 'G'
PLANS &
ELEVATIONS
PAGE NO.

9 of 9

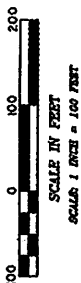
PROJECT NO. 000000

LEGEND

- IFF IRON PIN FOUND
- ▲ POLE BALANCE SPICE FOUND
- ▲ IRON PILING SPICE SET
- ▨ UNITED COMMON ELEMENT
- A1 NUMBER DESIGNATES UNIT HOUSE

200408260200155
 DEPARTMENT OF REVENUE
 STATE OF OHIO
 PROPERTY TAX MAP
 2004

DECLARATION #
 200408260200154



CONDOMINIUM DRAWINGS OF
THE MILLINGTON CONDOMINIUM
 AT MILL RUN

CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO
 SCALE: 1 INCH = 100 FEET DATE: AUGUST, 2004

SURVEYOR'S CERTIFICATION
 I, HENRY C. TRUBB, SURVEYOR, DO HEREBY CERTIFY THAT THE DRAWING ON PAGES 1 THROUGH 3 ACCURATELY REFLECTS THE LOCATION AND DIMENSIONS OF THE SUBJECT CONDOMINIUM AS SHOWN ON THE PLAT HEREON, WITH AN EFFECTIVE DATE OF MAY 21, 2004, AT 10:00 A.M. OF THE MILLINGTON CONDOMINIUM AT MILL RUN.

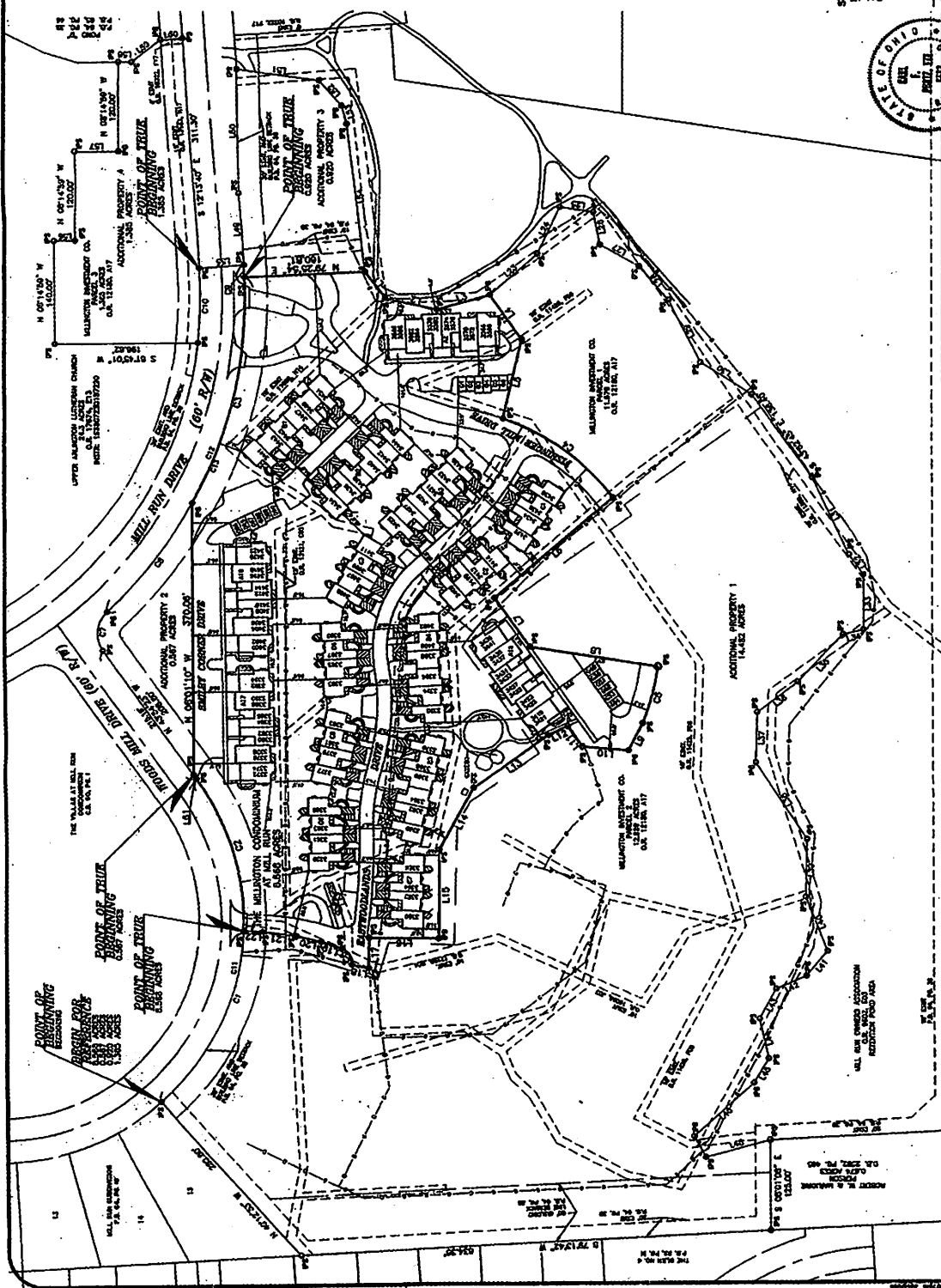
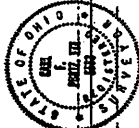
REGISTERED SURVEYOR NO. 5-4388
 DATE: 8-19-04

ARCHITECT CERTIFICATION
 I, HENRY C. TRUBB, SURVEYOR, DO HEREBY CERTIFY THAT THE DIMENSIONS ON PAGES 1 THROUGH 3 ACCURATELY SHOW EACH BUILDING OF THE MILLINGTON CONDOMINIUM AT MILL RUN, AS CONSTRUCTED.

Prepared by: *Joseph A. Salzman* 8-20-04
 REGISTERED ARCHITECT NO. 0502

Prepared by:
R.D. Zander & Associates
 1220 EAST COLLEGE AVENUE
 COLUMBUS, OHIO 43215
 (614) 461-2200
 FAX (614) 461-2201
 WWW.RDZANDER.COM

COPYRIGHT © 2004 R.D. ZANDER & ASSOCIATES, INC.
 ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF R.D. ZANDER & ASSOCIATES, INC. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF R.D. ZANDER & ASSOCIATES, INC.



AREAS TABLE

7943 Acres (Tract 1)
0.625 Acres (Tract 2)
8.568 Acres (The Millington Condominium at Mill Run)
2.148 Acres (Tract 1)
12.334 Acres (Tract 2)
14.482 Acres (Additional Property 1)

NOTE:
 1. ALL AREAS NOT DESIGNATED AS PART OF A UNIT ARE COMMON ELEMENTS
 2. A LIMITED COMMON ELEMENT PARKING AREA IS SHOWN IN FRONT OF A GARAGE IS FOR THE USE OF UNIT OWNERS OF THAT GARAGE AND COMMON ELEMENTS
 3. THE USE OF THE COMMON ELEMENTS IS LIMITED TO THE USE OF THE COMMON ELEMENTS FOR THE USE OF THE TWO UNIT OWNERS SUBSTANTIALLY BOUNDING SUCH AREA
 4. THE SITE IS SUBJECT TO A 10 FOOT WIDE GAS EXHAUST WIND 5 FEET ON EITHER SIDE OF THE GAS LINE AS Laid.

BASIS OF BEARINGS:
 THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 45° 45' 27" WEST AS DETERMINED BY ORANGE SURVEILLATION FROM THE ALDOR YEAR PLAT, PLAT 14, AS DETERMINED BY THE FEDERAL BUREAU OF SURVEYING, PAGES 30 AND 31, RECORDED'S OFFICE, FRANKLIN COUNTY, OHIO.

FLOOD NOTE:
 THE SUBJECT PROPERTY LIES IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN), AS DETERMINED BY ORANGE SURVEILLATION FROM THE ALDOR YEAR PLAT, PLAT 14, AS DETERMINED BY THE FEDERAL BUREAU OF SURVEYING, PAGES 30 AND 31, RECORDED'S OFFICE, FRANKLIN COUNTY, OHIO.



201103100034023
Pgs: 4 \$48.00 T20110016635
03/10/2011 2:21PM BXALLEN KUEHN
Daphne Hawk
Franklin County Recorder

SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR

*The Millington
Condominium at
Mill Run*

Franklin County Auditor
CLARENCE E. MINGO, II

by: 
Shannon Christian, Deputy Auditor

This instrument prepared by

Kenton L. Kuehnle
Allen, Kuehnle & Stovall LLP
17 South High Street
Columbus, Ohio 43215

TRANSFERRED
NOT NECESSARY
MAR 10 2011

AUDITOR
FRANKLIN COUNTY, OHIO

AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for The Millington Condominium at Mill Run, ("the Condominium"), is made as of this 8 day of ~~December~~, 2010.
January

Background

The Millington Condominium at Mill Run was created by the filing of a Declaration of Condominium (the "Declaration") and Drawings ("Drawings") on August 26, 2004. The Declaration was recorded as Instrument Number 200408260200154, and the drawings are recorded in Condominium Plat Book 136, Pages 35-43, all of the Franklin County, Ohio Records.


The Board of Directors, pursuant to the authority of §5311.05(E)(1)(d) of the Ohio Revised Code, hereby amends the Declaration to correct a factual error in the legal description to Exhibit C of the Declaration, (to include a portion of the condominium improvements which encroach upon adjoining property), by adding the property described on the Attached Exhibit A to the "Additional Property" described in Exhibit C to the Condominium Declaration.

Amendment to Declaration

The property described in the Attached Exhibit A is hereby added to the "Additional Property" described in Exhibit C to the Declaration.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Association on this 8 day of ~~December~~, 2010.
January

The Millington Condominium at Mill Run Association

By  President

By  Secretary

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public, personally appeared Martin Monner
and Mickelle Hunt the President, and Secretary, respectively, of The Millington Condominium at Mill Run Association who acknowledged the execution of

this document to be their free acts and deeds, on behalf of The Millington Condominium at Mill Run Association, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 8 day of ~~December~~, *January*, 2010.

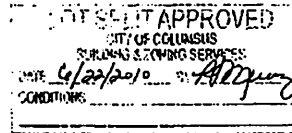
Charlene J. Hampton

Notary Public



Charlene J. Hampton
Notary Public, State of Ohio
My Commission Expires 01-20-2014

Exhibit A



0.021 ACRES
Upper Arlington Lutheran Church

Situated in the State of Ohio, County of Franklin, City of Columbus, and being part of Parcel B of Mill Run Subdivision Street and Basement Dedication Plat Section 2 of record in Plat Book 64, Page 38, and Conveyed to the Upper Arlington Lutheran Church by deed of record in Official Record 17674 E13 (all reference refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at an iron pin set at the west right-of-way of Mill Run Drive as delineated on the said Mill Run Subdivision Street and Basement Dedication Plat Section 2 and the southeasterly property corner of "The Millington Condominium at Mill Run" in Condominium Plat Book 143, Page 81;

Thence South 81° 45' 29" West, with the southerly line of said "The Millington Condominium at Mill Run" tract, a distance of 196.62 feet to an iron pin set at the southwesterly property corner of said "The Millington Condominium at Mill Run" and the TRUE POINT OF BEGINNING;

Thence across said Parcel B the following courses and distances:

South 81° 45' 29" West, a distance of 2.00 feet to an iron pin set;

North 08° 14' 31" West, a distance of 143.00 feet to an iron pin set;

North 81° 45' 29" East, a distance of 30.00 feet to an iron pin set;

North 08° 14' 31" West, a distance of 119.00 feet to an iron pin set;

North 81° 45' 29" East, a distance of 60.00 feet to an iron pin set;

North 08° 14' 31" West, a distance of 92.91 feet to an iron pin set;

North 82° 42' 42" East, a distance of 2.00 feet to an iron pin set on the westerly line of said "The Millington Condominium at Mill Run";

Thence with the westerly and northerly lines of said "The Millington Condominium at Mill Run" tract the following courses and distances;

South 08° 14' 31" East, a distance of 94.88 feet to a 3/4 inch iron pipe found;

South 81° 45' 29" West, a distance of 60.00 feet to an iron pin set;

South 08° 14' 31" East, a distance of 120.00 feet to an iron pin set;

South 81° 45' 29" West, a distance of 30.00 feet to an iron pin set;

South 08° 14' 31" East, a distance of 140.00 feet to the TRUE POINT OF BEGINNING and containing 0.021 acres of land, more or less.

Subject, however, to all legal right-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 herein are based on the Ohio State Plane Coordinate System (South Zone) NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by Franklin County Engineering Department Monuments "FCGS 6652 REBET" and "FCGS 0005 REBET". The centerline of Mill Run Drive, having a bearing of South 79°25'05" West, is the Basis of Bearings.

This description is based on an actual field survey performed by or under the direct supervision of Michael O. Wanchick, Registered Surveyor Number 7854 in July 2009.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Michael O. Wanchick
 Michael O. Wanchick
 Registered Surveyor No. 7854

6/21/10
 Date



DATE 6/22/10 BY: [Signature]
 & DEED ORDER

MOW: mow
 0.021 ac MOW

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 220 PAGE 80



201103100034040
Pg# 5 \$56.00 T20110016640
03/10/2011 2 30PM BXALLEN KUEHN
Daphne Hawk
Franklin County Recorder

CONDO 201103100034041

**SEVENTH AMENDMENT
(ADDING SEVENTH PHASE) TO
DECLARATION OF CONDOMINIUM
FOR**

***The Millington
Condominium at
Mill Run***

EXPANDING THE CONDOMINIUM PROPERTY

Franklin County Auditor
CLARENCE E. MINGO, II

by: *Shannon Christian*
Shannon Christian, Deputy Auditor

This instrument prepared by

TRANSFERRED

MAR 10 2011

**AUDITOR
FRANKLIN COUNTY, OHIO**

**Kenton L. Kuehnle
Allen, Kuehnle & Stovall LLP
17 South High Street
Columbus, Ohio 43215**

AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for The Millington Condominium at Mill Run, ("the Condominium"), expanding and submitting additional property to the condominium is made as of this 1st day of March, 2011.

Background

Millington Investment Company, LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of The Millington Condominium at Mill Run. The Declaration is recorded as Instrument Number 200408260200154, and the drawings are recorded in Condominium Plat Book 136, Pages 35-43, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XVIII of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. Additional Property Added. A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. Name. The Condominium, as expanded hereby, shall continue to be named "The Millington Condominium at Mill Run".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvements Description. The property being added by this amendment consists of the tract of vacant land described on Exhibit A, upon which there are no buildings.

6. Common Elements.

a. Common Elements. All of the property described in Exhibit A, including all of the land and all appurtenances thereto, are Common Elements. There are no limited common elements on the property hereby submitted to the Condominium.

b. Undivided Ownership of Common Elements. The undivided interest in all of the Common Elements, appurtenant to the Units, is set forth in the prior amendments, and is not affected hereby.

7. Effects of Expansion. Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. in all other respects, all of the provisions of the Declaration shall include and apply to such property with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 1st day of March, 2011.


Millington Investment Company, LLC,
an Ohio limited liability company

By 
B.J. Stargel, authorized Designee of Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:
Fairfield

Before me, a notary public, personally appeared B.J. Stargel, the authorized Designee of the Manager of Millington Investment Company, LLC, an Ohio Limited Liability Company, the Declarant herein, who acknowledged the execution of this document to be her free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 1st day of March, 2011.



Notary Public



Misty L. Beale
Notary Public, State of Ohio
My Commission Expires 05-22-2013

EXHIBIT "A"
THE MILLINGTON CONDOMINIUM AT MILL RUN
SEVENTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, and being part of Parcel E of "Mill Run Subdivision Street and Easement Dedication Plat Section 2" of record in Plat Book 64, Page 38, and conveyed to the Upper Arlington Lutheran Church by deed of record in Official Record 17674 E13 (all reference refer to the records of the Recorders Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at an iron pin set at the west right-of-way of Mill Run Drive as delineated on the said "Mill Run Subdivision Street and Easement Dedication Plat Section 2" and the southeasterly property corner of "The Millington Condominium at Mill Run Fourth Amendment" of record in Condominium Plat Book 143, Page 81;

thence South 81° 45' 29" West, with the southerly line of said "The Millington Condominium at Mill Run Fourth Amendment", a distance of 196.62 feet to a iron pin set at the southwesterly corner of said "The Millington Condominium at Mill Run Fourth Amendment", being the TRUE POINT OF BEGINNING;

thence across said Parcel E the following courses and distances:

South 81° 45' 29" West, a distance of 2.00 feet to an iron pin set;

North 08° 14' 31" West, a distance of 143.00 feet to an iron pin set;

North 81° 45' 29" East, a distance of 30.00 feet to an iron pin set;

North 08° 14' 31" West, a distance of 119.00 feet to an iron pin set;

North 81° 45' 29" East, a distance of 60.00 feet to an iron pin set;

North 08° 14' 31" West, a distance of 92.91 feet to an iron pin set;

North 82° 42' 42" East, a distance of 2.00 feet to an iron pin set on the westerly line of said "The Millington Condominium at Mill Run Fourth Amendment";

thence with the westerly and northerly lines of said "The Millington Condominium at Mill Run Fourth Amendment" the following courses and distances;

South 08° 14' 31" East, a distance of 94.88 feet to a 3/4 inch iron pipe found;

South 81° 45' 29" West, a distance of 60.00 feet to an iron pin set;

South 08° 14' 31" East, a distance of 120.00 feet to an iron pin set;

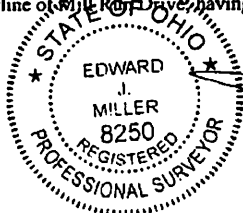
South 81° 45' 29" West, a distance of 30.00 feet to an iron pin set;

South 08° 14' 31" East, a distance of 140.00 feet to the TRUE POINT OF BEGINNING and containing 0.021 acres of land, more or less.

Subject, however, to all legal right-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 herein are based on the Ohio State Plane Coordinate System (South Zone) NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by Franklin County Engineering Department Monuments "FCGS 6652 RESET" and "FCGS 0005 RESET". The centerline of Mill Run Drive, having a bearing of South 79°25'05" West, is the Basis of Bearings.



EVANS, MECHWART, HAMBLETON & TILTON, INC.
Edward J. Miller
Registered Surveyor No. 8250

Date

2/24/11

THE DRAWINGS THE MILLINGTON CONDOMINIUM AT MILL RUN SEVENTH AMENDMENT PART OF "PARCEL E" MILL RUN SUBDIVISION STREET AND EASEMENT DEDICATION PLAT PLAT BOOK 64, PAGE 38 UNITED STATES MILITARY LANDS CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

MILL RUN OWNERS' ASSOCIATION
12.005 AC.
O.R. 9602E03

MILL RUN OWNER'S ASSOCIATION
0.073 AC.
I.N. 201007120087291

EDWARDS ARLINGTON
PARK, LLC
15.800 AC (DEED)
I.N. 201006250079931

UPPER ARLINGTON
LUTHERAN CHURCH
O.R. 17674E13

PARCEL "E"

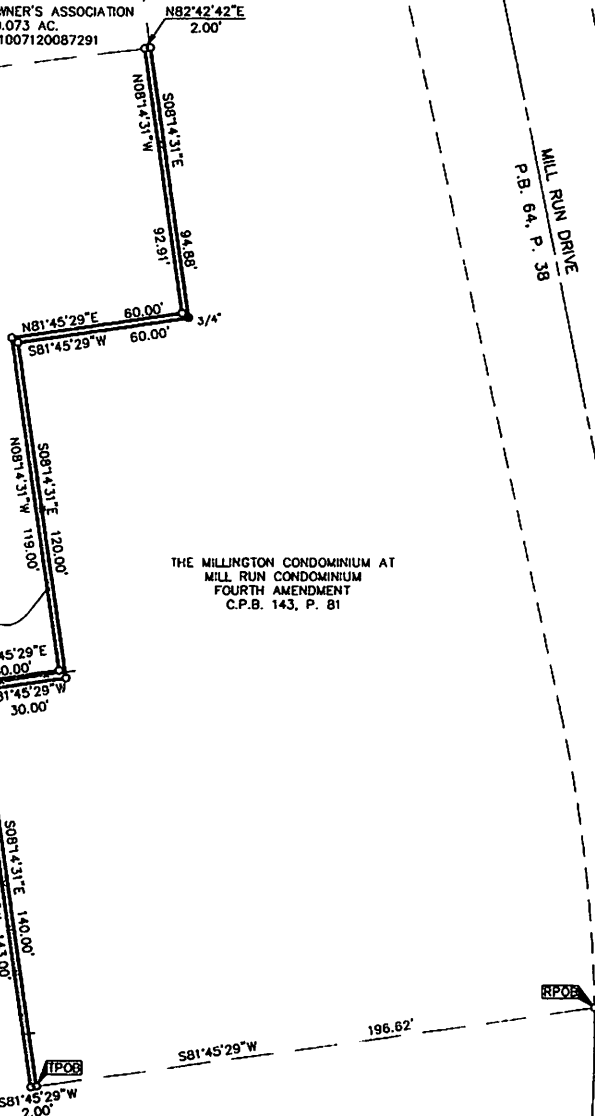
THE MILLINGTON CONDOMINIUM
AT MILL RUN CONDOMINIUM
SIXTH AMENDMENT
0.021 AC.

THE MILLINGTON CONDOMINIUM AT
MILL RUN CONDOMINIUM
FOURTH AMENDMENT
C.P.B. 143, P. 81

MILL RUN DRIVE
P.B. 64, P. 38

LEGEND	
○	= Light Pole
-x-x-	= Fence

- = STONE FND.
 - = MON. FND.
 - = I.P. FND.
 - = I.P. SET
 - = MAC. NAIL FND.
 - = MAC. NAIL SET
 - ▲ = R.R. SPK. FND.
 - ▲ = R.R. SPK. SET
 - = P.K. NAIL FND.
- I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC
- GRAPHIC SCALE (in feet)



Schedule B Items from Title Commitment No. 2009-075 issued by Cornerstone Title Agency, LLC with an effective date of May 22, 2009 at 6:00 A.M.

The subject tract is located in the area described in Reservations, conditions, and restrictions of record in Official Record 9602E03, Modification and Amendment to Deed Restrictions of record in Official Record 13912B14. Easements granted herein are not plottable.

BASIS OF BEARINGS: The Bearings herein are based on the Ohio State Plane Coordinate System (South Zone) NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by Franklin County Engineering Department Measurements "FOGS 6652 RESET" and "FOGS 0005 RESET". The centerline of Mill Run Drive, having a bearing of South 79°23'00" West, is the Basis of Bearings.

201103100034041
 FEB 17 2011 2:31PM
 FRANKLIN COUNTY RECORDER

EVANS, MECHWART, HAMBLETON & TILTON, INC.

CERTIFICATION

I certify that this drawing, consisting of 1 sheet, accurately reflects the location of improvements and recorded easements from Title Commitment Number 2009-075 of THE MILLINGTON CONDOMINIUM AT MILL RUN, with respect to the property shown on this drawing for the sole purpose of complying with ORC 5311.02.



By *Edward J. Miller*
 Registered Surveyor No. 8250
 Edward J. Miller

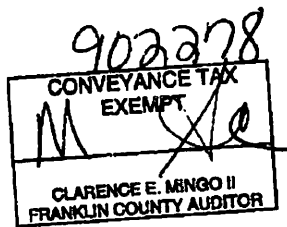
I certify that this drawing, consisting of 1 sheet, accurately shows each building of THE MILLINGTON CONDOMINIUM AT MILL RUN, as constructed, with respect to the property shown on this drawing for the sole purpose of complying with ORC 5311.07.

By *Carl J. Miller* 2/25/11
 Registered Engineer No. 538640



EMHT Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5302 New Albany Road, Columbus, OH 43224 Phone: 614.773.4500 Fax: 614.773.3448 emht.com	Date: February 17, 2011
	Scale: 1" = 30'
	Job No: 2011-0230
	Sheet: 1 of 1

2/25/2011 2:31 PM
 FRANKLIN COUNTY RECORDER
 201103100034041



TRANSFERRED

MAR 10 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

201103100034006
Pg 3 \$36.00 T20110016622
03/10/2011 1:59PM BRALLEN KUEHN
Daphne Hawk
Franklin County Recorder

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **Upper Arlington Lutheran Church**, a not-for-profit corporation organized and existing under the laws of the State of Ohio ("Grantor"), for valuable consideration paid, grants, with general warranty covenants, to **Millington Investment Company, LLC**, an Ohio limited liability company, whose tax-mailing address is _____, the following real property:

Situated in the State of Ohio, in the County of Franklin, and in the City of Columbus, and consisting of a 0.021 acre tract as more specifically described on "Exhibit A" attached hereto and made a part hereof.

PRIOR INSTRUMENT REFERENCE: Official Record 17674 E13 and re-recorded as Instrument 199907230187290, Recorder's Office, Franklin County Ohio.

AUDITOR'S TAX PARCEL: Part of Parcel No.: 560-220672-00

EXCEPTIONS TO WARRANTY: Covenants, conditions, reservations, restrictions, easements, rights-of-way, setback lines, taxes and assessments of record, if any.

Executed this 10th day of December, 2010.

Upper Arlington Lutheran Church

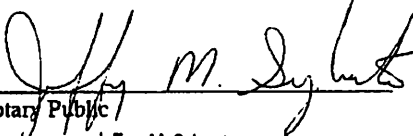
By: Paul T. Ulring
Paul T. Ulring
President

Allen Kuehale Stamm & Newman Box

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that before me, a Notary Public in and for said County and State, personally came Paul T. Uling, President of Upper Arlington Lutheran Church, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his free and voluntary act, for and on behalf of Upper Arlington Lutheran Church, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this 14th day of December, 2010.


Notary Public
Jeffrey M. Sylvester
Notary Public, State of Ohio
My Commission Expires 03-03-2011

This Instrument Prepared By:
CARLILE PATCHEN & MURPHY LLP
366 East Broad Street
Columbus, Ohio 43215

{JRM/DAJ/018570-000030/00922996}

6/22/2010 *AMJ*

**0.021 ACRES
Upper Arlington Lutheran Church**

Situated in the State of Ohio, County of Franklin, City of Columbus, and being part of Parcel E of Mill Run Subdivision Street and Easement Dedication Plat Section 2 of record in Plat Book 64, Page 38, and Conveyed to the Upper Arlington Lutheran Church by deed of record in Official Record 17674 E13 (all reference refer to the records of the Recorders Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at an iron pin set at the west right-of-way of Mill Run Drive as delineated on the said Mill Run Subdivision Street and Easement Dedication Plat Section 2 and the southeasterly property corner of "The Millington Condominium at Mill Run" in Condominium Plat Book 143, Page 81;

Thence South 81° 45' 29" West, with the southerly line of said "The Millington Condominium at Mill Run" tract, a distance of 196.62 feet to a iron pin set at the southwesterly property corner of said "The Millington Condominium at Mill Run" and the TRUE POINT OF BEGINNING;

Thence across said Parcel E the following courses and distances:

- South 81° 45' 29" West, a distance of 2.00 feet to an iron pin set;
- North 08° 14' 31" West, a distance of 143.00 feet to an iron pin set;
- North 81° 45' 29" East, a distance of 30.00 feet to an iron pin set;
- North 08° 14' 31" West, a distance of 119.00 feet to an iron pin set;
- North 81° 45' 29" East, a distance of 60.00 feet to an iron pin set;
- North 08° 14' 31" West, a distance of 92.91 feet to an iron pin set;

North 82° 42' 42" East, a distance of 2.00 feet to an iron pin set on the westerly line of said "The Millington Condominium at Mill Run";

Thence with the westerly and northerly lines of said "The Millington Condominium at Mill Run" tract the following courses and distances;

- South 08° 14' 31" East, a distance of 94.88 feet to a 3/4 inch iron pipe found;
- South 81° 45' 29" West, a distance of 60.00 feet to an iron pin set;
- South 08° 14' 31" East, a distance of 120.00 feet to an iron pin set;
- South 81° 45' 29" West, a distance of 30.00 feet to an iron pin set;
- South 08° 14' 31" East, a distance of 140.00 feet to the TRUE POINT OF BEGINNING and containing 0.021 acres of land, more or less.

Subject, however, to all legal right-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 herein are based on the Ohio State Plane Coordinate System (South Zone) NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by Franklin County Engineering Department Monuments "FCGS 6652 RESET" and "FCGS 0005 RESET". The centerline of Mill Run Drive, having a bearing of South 79°25'05" West, is the Basis of Bearings.

This description is based on an actual field survey performed by or under the direct supervision of Michael O. Wanchick, Registered Surveyor Number 7854 in July 2009.

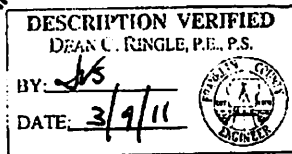
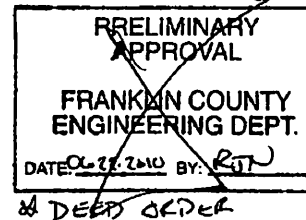
*N-42-CB
SPLIT
0.021
ACRES
OUT OF
(560)
220672*



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Michael O. Wanchick
Michael O. Wanchick
Registered Surveyor No. 7854

6/21/10
Date



MOW: mif
0.021 ac MO

BY-LAWS (Code of Regulations) of
THE MILLINGTON CONDOMINIUM AT MILL RUN ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is The Millington Condominium at Mill Run 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 The Millington Condominium at Mill Run. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles") and the place of meetings of Unit owners (members) and of the Directors of the Association shall be at such place in Franklin County, Ohio as the Board of Directors ("the Board") may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of The Millington Condominium at Mill Run, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

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

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

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

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Where a special meeting is called to approve any of the actions listed in subparagraphs A or B of Article VII, Section 7 of the Declaration, not less than 25-days notice shall be required.

Section 5. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of owners entitled to cast at least ten percent (10%) of the voting power of the members shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these By-Laws. Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the vote of Unit Owners holding at least 67% of the voting power of the Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

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

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

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

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

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

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

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

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

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

Section 13. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage no 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 as provided in the Declaration;
- (f) adopt and publish rules and regulations:
 - (i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
 - (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;
 - (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or By-Laws; and
 - (iv) establishing penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration,

management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);

- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to future assessments and to levy assessments upon the members; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing 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) as more fully provided in the Declaration, to:
 - (i) fix the amount of assessments against each Unit;
 - (ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

ARTICLE V

OFFICERS

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

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

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

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any 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 an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

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

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgages

on a Unit, may examine and copy any of the foregoing books, records and financial statements pursuant to reasonable standards established in the Declaration, these By-Laws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

- (1) information that pertains to Condominium Property-related personnel matters;
- (2) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against Unit Owners; or
- (5) Information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII

AUDITS

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

1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and
2. upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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