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MAR 26 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



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CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

**FIRST AMENDMENT TO THE AMENDED DECLARATION AND AMENDED
BYLAWS FOR PICKAWILLANY CONDOMINIUM**

Auditor's Certificate

This is to certify that a copy of this First Amendment to the Amended Declaration and Amended Bylaws For Pickawillany Condominium has been filed with the Auditor of Franklin County, Ohio, this 26 day of MARCH, 2014.

AUDITOR OF FRANKLIN COUNTY, OHIO

Clarence E Mingo II
By: Michael L Dason
Deputy Auditor

This Instrument prepared by Robin L. Strohm, Esq., Williams & Strohm, LLC, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-5668.

**FIRST AMENDMENT TO THE AMENDED DECLARATION AND AMENDED
BYLAWS FOR PICKAWILLANY CONDOMINIUM**

This First Amendment to the Amended Declaration and Amended Bylaws For Pickawillany Condominium is made this 17th day of March, 2014.

RECITALS

A. Pickawillany Condominium is a condominium created under Ohio's condominium law pursuant to the filing of an amended declaration of condominium recorded on February 8, 1989, in O.R. 12971, Page A-02, and a declaration originally recorded on December 5, 1972, in O.R. 3376, Page 177, and further amended in O.R. 3385, Page 576, O.R.3396, Page 400, and O.R. 3231, Page C-19.

B. Pursuant to Section 15 of the Amended Declaration of February 8, 1989, and the provisions of Ohio Revised Code Section 5311, the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Section 15 of the Amended Declaration and that 75% of the voting power of unit owners have consented to the following amendment.

NOW THEREFORE, the Amended Bylaws of Pickawillany Condominium of February 8, 1989, is amended to read as follows:

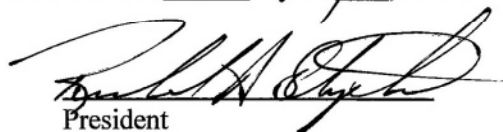
C. The following sentence shall replace in its entirety, Section 8(D) of the Amended Bylaws:

"borrow funds, as needed, and pledge such security and rights of the Association, including the Association's right to receive present or future assessments, as might be necessary or desirable to obtain any such loan."

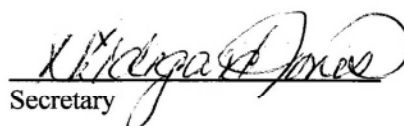
D. All other provisions of the Amended Declaration and Amended Bylaws For Pickawillany Condominium of February 8, 1989, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

E. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of Pickawillany Condominium Unit Owners Association, have hereunto set their hands this 17 day of Mar., 2014.


President

Richard A. Stephens
Printed

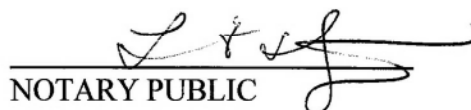

Secretary

HILDEGARD JONES
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

Before me, a Notary Public, personally appeared the above-named Richard Stephens
and Hildegard Jones, President and Secretary respectively and swore the signing hereof
to be of their own free and voluntary act and that the same is true this 17th day
of March, 2014.


NOTARY PUBLIC



Lois D. Kamnitzer
Notary Public, State of Ohio
My Commission Expires 10-30-2018

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Robert G. Montgomery
Franklin County Recorder

**FOURTH AMENDMENT TO THE DECLARATION AND BYLAWS OF
PICKAWILLANY UNIT OWNERS CONDOMINIUM ASSOCIATION**

This Fourth Amendment to the Declaration of Pickawillany Unit Owners Condominium Association is made this 24th day of March, 2010.

RECITALS

A. Pickawillany Unit Owners Condominium Association is an association created pursuant to Chapter 5311 of the Revised Code of Ohio. The Declaration and Bylaws of Pickawillany Unit Owners Condominium Association are recorded in ORV 3376, Page 177, et seq. on October 24, 1973 with the Franklin County Recorder's Office, Columbus, Ohio.

The Declaration of the Pickawillany Unit Owners Condominium Association has been subject to the following amendments to date:

<u>Amendment</u>	<u>Recording Reference</u>	<u>Date of Filing</u>
First Amendment	Deed Book 3385, Page 576	12/12/73
Second Amendment	Deed Book 3396, Page 400	2/20/74
Third Amendment	ORV 3231, Page C19	8/25/83
Amended Declaration	ORV 12971, Page A02	2/8/89

B. Pursuant to the provisions of Ohio Revised Code Chapter 5311.05 (E)(1)(c), the undersigned officers of the condominium hereby certify that the following Fourth Amendment has been promulgated according to the terms of the Ohio Revised Code Chapter 5311.05 (E)(1)(c), that a duly called and noticed meeting of the Board of Directors of the Association was held where a quorum of Directors was present, and that at least a majority of the Directors present voted in favor of the following amendment.

C. The purpose of the following amendment is to bring the Declaration and Bylaws of Pickawillany Unit Owners Condominium Association of October 24, 1973 and all amendments thereto into compliance with the legislation amending Ohio's condominium law, Ohio Revised Code Chapter 5311, which amendments became effective on July 20, 2004.

All amendments or "new language" to the Association's Declaration and Bylaws is indicated in "*italics*" hereinafter for convenient identification.

NOW THEREFORE, the Declaration and Bylaws of the Pickawillany Unit Owners Condominium Association dated October 24, 1973 are amended for a fourth time ~~TRANSFER~~

NOT NECESSARY

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CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

follows:

D. All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."

E. All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."

F. All references in the Declaration and Bylaws to the term "Board of Managers or Trustees" shall be replaced with the term "Board of Directors."

G. Following Section 9 ¶ (A) of the Declaration, a new paragraph is inserted, identified as Section 9 ¶ A.1 and reads as follows:

¶ A.1. Due Process Procedures to be followed Prior to Imposing a Charge for Damages or for an Enforcement Assessment.

Prior to imposing a charge for damages or an enforcement assessment as allowed by Ohio Law (ORC 5311.081 (B)(12)), the Board shall provide a unit owner a written notice that includes all of the following: 1) a description of the property damage or 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 of Directors to contest the proposed charge or assessment, 4) a statement setting forth the procedures to request a hearing and 5) a reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.

To request a hearing, the unit owner must deliver a written notice to the Board not later than the 10th day after receiving the notice required by the above provision. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment pursuant to the above provisions.

The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this rule. The Board may, as part of its decision, allow a reasonable time to cure the violation, before imposing the charge or assessment.

After a hearing under this provision, the Board will deliver to the unit owner a written notice of the charge or assessment within thirty (30) days of the date of the hearing.

Any written notice under this provision may be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt

requested, or by regular mail.

H. In Section 9 ¶ B of the Association's Declaration, the third paragraph is amended in pertinent part as follows:

The Association may file a lien upon each unit owner's ownership interest for all or any part of the unpaid balance of *an assessment (be that assessment an operating, capital or special assessment), which assessment may include common expenses, interest, late fees, enforcement assessments, collection costs, paralegal and attorneys' fees, if such costs remain unpaid for ten (10) days after the same have become due and payable. A certificate of lien shall be recorded with the Recorder of Franklin County, Ohio, pursuant to board authorization. Such certificates shall be subscribed by the president or other designated representative of the Association and contain a description of the unit, the name or names of the unit owner or owners thereof and the amount of such unpaid balance of the assessment, which balance may include any of the foregoing components identified in this paragraph.* Such liens provided herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate is duly filed, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction for mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

I. Following Section 8 ¶ C of the Association's Declaration, the following amendment is inserted therein and identified as ¶ C.1.

¶ C.1. Association's Right to Evict Tenant of Unit Owner.

Any tenant violating any provision of the Declaration, Bylaws or rules of the condominium association shall be subject to eviction pursuant Ohio law. The eviction shall be brought by the Association, in the name of the Unit Owner as agent for the Owner. Before initiating an eviction action, the Board shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of the eviction, including reasonable attorneys' fees, shall be assessed against the Unit Owner and made a lien against the unit.

J. Following Section 9 ¶ G of the Association's Declaration a new paragraph G.1 is added, which Section reads as follows:

G.1. Order of Application of Money Paid by a Unit Owner.

The Association shall credit all payments received by a Unit Owner in the

following priority: 1) to interest; 2) to administrative late fees; 3) to collection costs, attorneys' fees and paralegal fees and 4) to the principal amounts owed to the Association for common assessments, enforcement assessments or any other charges chargeable against the Unit.

K. Following Article II, Section 8 of the Association's Bylaws, paragraphs (A) through (H) are deleted and replaced with new paragraphs Section 8, (a) through (v) as follows:

Section 8. Powers and Duties. Except as otherwise provided by law, the Amended Declaration or these Amended Bylaws, all power and authority for the Association shall be exercised by the Board. in carrying out the purpose for which the condominium exists and subject to the limitations prescribed by law, the Amended Declaration or these Amended Bylaws, the board, for and on behalf of the Association may:

- a) *Hire and fire managing agent, 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 unit owners association, the board of directors or the condominium property or that involved 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 the 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 any*

restrictions in the declaration or bylaws and with the approvals required by division (H)(2) or (3) of Section 5311.04 of the Revised Code, 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 divisions (B)(7) and (8) of section 5311.081;*
- j) Grant easements, lease, 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; impose returned check charges and pursuant to division © of Section 5311.081, impose reasonable enforcement assessments for violation of the declaration, the bylaws and the rules of the unit owners association and reasonable charges for damages to the common elements or other property;*
- m) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;*
- n) Subject to applicable laws, adopt and amend rules that regulate that termination of utility or other service to a commercial unit if the unit owner is delinquent in the payment of an assessment that pays, in whole or in part, the cost of that service;*
- o) Impose reasonable charges to the Unit Owner for providing copies of the declaration, bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation and/or statements of unpaid assessments.*
- p) Enter a unit for bona fide purposes when conditions exist that*

involve an imminent risk of damage or harm to common element, another unit or the health or safety of the occupants of that unit or another unit;

- q) Borrow money and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association;*
- r) Assign the unit owners association's rights to common assessments or other future income to a lender as security for a loan to the unit owners' association;*
- s) Suspend the voting rights and use of recreational facilities of a Unit Owner during any period in which such Unit Owner is in default in the payment of any charge levied by the Association for which charge the Unit Owner is delinquent for more than thirty (30) days;*
- t) Purchase insurance and fidelity bonds the directors consider appropriate or necessary;*
- u) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law; and*
- v) Exercise powers necessary to incorporate and to operate the unit owners association as a not-for-profit corporation and a unit owners association.*

L. Following Section 8 ¶ B of the Association's Declaration, a new paragraph (ix) is added, which paragraph reads as follows

(ix) To provide the Board within thirty (30) days after a unit owner obtains a unit, the following information: 1) The home address, home and business mailing addresses, and home and business telephone numbers of the unit owner and all occupants of the unit; 2) The name, business address and business telephone phone number of any person who manages the owner's unit as an agent of that owner. In addition, within thirty (30) days after a change in any of the above information, a unit owner shall notify the association, through the board, in writing of the change. When the Board requests, a unit owner shall verify or update the information.

M. Article II, Section 1 of the Association's Bylaws is amended to read as follows:

Section 1. Number and Qualification:

The board shall consist of seven unit owners nominated and elected by the membership.

All board members shall be elected from among the unit owners or the spouses of unit owners. If the 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 company.

- N. Article II, Section 7 of the Association's Bylaws is amended to read as follows:

Section 7. Quorum: Adjournment

A quorum of the board shall consist of a majority of the board members then in office; provided that a majority of the board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place of such meeting is adjourned are fixed and announced at such meeting. At each meeting for the board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the declaration or in these bylaws.

Board meetings may be conducted by any method of communication, including electronic, telephonic, by computer or otherwise, as long as each member of the Board can hear, (i.e. receive communications from), participate and respond to other board members.

- O. New paragraphs (A.1) and (A.2) shall be added to Section 8 "Management, Maintenance, Repairs, Alternations and Improvements" of the Association's Declaration and shall read as follows:

(A.1) Application of Profits at the End of a Fiscal Year

Any profits from operations shall be applied to reserves at the end of the fiscal year of the Association

(A.2) Requirement to Fund Adequately Reserve Account for Capital Assets

The amount set side annually for reserves shall not be less than ten per cent (10%) of the operating budget for that year unless the reserve requirement is waived annually by the unit owners exercising not less than a majority of the voting power of the unit owners' association.

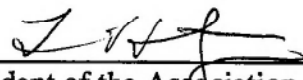
- P. All other provisions of the Declaration and Bylaws of Pickawillany Unit Owners

Condominium Association dated October 24, 1973, which provisions are not modified herein, shall remain in full force and effect.

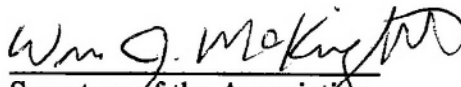
Any conflict between the above provisions and any other provisions for the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of the Fourth Amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of this Fourth Amendment.

Q. The effective date of this Fourth Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of Pickawillany Unit Owners Condominium Association have hereunto set their hands this 24th day of March, 2010.


President of the Association

Lois D Kamnitzer
Printed


Secretary of the Association

Wm J. McKnight
Printed

ACKNOWLEDGMENT

STATE OF OHIO :)

COUNTY OF FRANKLIN ss:)

Before me, a Notary Public, personally appeared the above-named Lois D Kamnitzer

and William J McKnight, President and Secretary respectively and swore the signing
hereof to be of their own free and voluntary act and that the same is true this 24th day
of March, 2010.



KIM RENEE ALLISON
Notary Public, State of Ohio
My Commission Expires 4/27/2013

Kim Renee Allison
NOTARY PUBLIC

**FOURTH AMENDMENT TO THE DECLARATION AND BYLAWS OF PICKAWILLANY
UNIT OWNERS CONDOMINIUM ASSOCIATION**

Auditor's Certificate

This is to certify that a copy of this Fourth Amendment to the Declaration and Bylaws of
Pickawillany Unit Owners Condominium Association has been filed with the Auditor of Franklin
County, Ohio, this April day of 14th, 2010.

AUDITOR OF FRANKLIN COUNTY, OHIO

Lawrence C. King II
By: Shannon Cristhal

This instrument was prepared by Scott R. Roberts, Attorney at Law, 1625 Bethel Road,
Ste. 102, Columbus, Ohio 43220.

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12971A03
AMENDED DECLARATION
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EXHIBIT A - Legal Description

EXHIBIT B - Unit Information Sheet

AMENDED DECLARATION

This is an amended enabling declaration ("the Amended Declaration") of Pickawillany Condominium ("the Condominium") made on or as of the 8th day of February, 1989, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act").

Background

A. The Condominium is a condominium created under the Condominium Act pursuant to the filing of the following:

<u>Instrument</u>	<u>Recording Reference</u>	<u>Recording Date</u>
(i) Declaration of Condominium 24,1973 and attached Bylaws page 177 <u>et seq.</u>	Deed Book 3376,	October
(ii) Drawings 24,1973 Book 2, page 688 <u>et seq.</u>	Condominium Plat	October
(iii) First Amendment to Declaration Deed Book 3385, December 12,1973 page 576 <u>et seq.</u>		
(iv) First Amendment to Drawings 12,1973 Book 2, page 752 <u>et seq.</u>	Condominium Plat	December
(v) Second Amendment to Declaration 20,1974 page 400 <u>et seq.</u>	Deed Book 3396,	February
(vi) Second Amendment to Drawings 20,1974 Book 2, page 780 <u>et seq.</u>	Condominium Plat	February
(vii) Third Amendment to Declaration 25,1983 Volume 03231, page C19 <u>et seq.</u>	Official Record	August

B. Pursuant to the provisions of the Declaration and Bylaws, as amended, they may be modified and amended with the consent of not less than seventy-five percent (75%) of the unit owners by the filing of a certificate with the Auditor and Recorder of Franklin County, Ohio, setting forth the amendment and its manner of adoption, executed by the president or a vice president and by the secretary or an assistant secretary of the Association in the manner provided for the execution of declarations by Section 5311.05 of the Condominium Act.

C. No fewer than seventy-five percent (75%) of the unit owners of Pickawillany Condominium, who also constitute unit owners having not less than seventy-five percent (75%) of the voting power of unit owners, at a duly constituted meeting at which a quorum was present in person or by proxy, duly adopted this Amended Declaration and the amended bylaws attached hereto ("the Amended Bylaws"), and have thereby superseded, in their entirety, the previously described declaration and bylaws, and all amendments thereto.

D. This Amended Declaration and the attached Amended Bylaws do not, in any way, enlarge, diminish, or change the size, location, composition, scope or extent of any unit or the common areas and facilities, nor the unit designation of any unit, nor is any change made in the drawings for the Condominium, or any amendment thereto, which drawings and amendments thereto shall remain unaffected by the adoption of these amended documents, and shall continue in full force and effect.

NOW, THEREFORE, the undersigned officers of Pickawillany Condominium Unit Owners' Association hereby certify that at a duly called and noticed meeting of Pickawillany Condominium Unit Owners' Association, at which a quorum was present, the unit owners, by consent of not less than seventy-five percent (75%) of the units owners and by the affirmative vote of unit owners holding no less than seventy-five percent (75%) of the voting power of unit owners, adopted this document and the attachments hereto as the Amended Declaration and Amended Bylaws of Pickawillany Condominium, thereby superseding, in their entirety, the Declaration and Bylaws and all amendments thereto.

1. **Definitions.** The terms defined in this Section 1 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Amended Declaration and of any amendments hereto shall have the respective meanings specified in this Section.

(a) **Amended Bylaws.** The Amended Bylaws of the Association attached hereto, created under and pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's non-profit corporation statutory act).

(b) **Amended Declaration.** This instrument, and all of the exhibits hereto.

(c) **Assessment.** That portion of the cost of maintaining, repairing and managing the condominium property which is to be paid by each unit owner.

(d) **Association**. Pickawillany Condominium Unit Owners Association, an Ohio corporation not for profit, being the entity charged with the responsibility of operating the condominium property, and defined as a unit owners association pursuant to Section 5311.01(j) of the Condominium Act.

(e) **Board and Board of Managers**. Those persons who, as a group, serve as the board of managers of the Association under the provisions of the Condominium Act, who are also one and the same as the trustees and board of trustees of the Association under and pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio.

(f) **Buildings**. Residential structures, garages and other facilities constructed on and a part of the condominium property.

(g) **Capital Improvements**. A material addition made to the condominium property, amounting to more than mere repairs, alterations or replacements of existing improvements, and intended to enhance its value, beauty or utility or to adapt it for new or further purposes.

(h) **Common Areas and Facilities**. That part of the condominium property not included in a unit.

(i) **Common Expenses**. Those expenses designated as common expenses in the Condominium Act, this A-mended Declaration or any of the other condominium documents, including without limitation, the following:

(i) Costs for the maintenance, management, operation, repair and replacement of the common areas and facilities and those parts of the units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(ii) Costs for the management and administration of the Association, including, without intending to limit, the compensation paid by the Association to a managing agent, accountants, attorneys and other employees;

(iii) All sums lawfully assessed against the unit owners by the Association and such other expenses determined from time to time to be common expenses by the Association.

(j) **Condominium Act**. That portion of the Ohio Revised Code (presently Chapter 5311), as the same may be amended or supplemented from time to time, which pertains to condominium ownership.

(k) **Condominium Documents**. This Amended Declaration and all exhibits thereto, the attached Amended Bylaws, the Articles of Incorporation of the Association filed with the Ohio Secretary of State, the drawings described in Subsections (A) (ii), (iv) and (vi) hereof, and all amendments to these documents hereafter duly adopted, filed, and/or recorded, as required by law.

(l) **Condominium Property**. All of the real property described in Section 2 hereof, all of which constitutes the property subjected to the Condominium Act.

(m) **Limited Common Areas and Facilities**. Those parts of the common areas and facilities reserved for the use of a certain unit to the exclusion of all other units and more specifically described in Section 6, Paragraph D hereof.

(n) **Occupant**. A person or persons, natural or artificial, in possession of a unit, regardless of whether or not that person is a unit owner.

(o) **Ownership Interest**. A fee simple title interest in a unit and the undivided percentage interest in the common areas and facilities appertaining thereto.

(p) **Rules**. Rules and regulations governing the operation and use of the condominium property or any portion thereof as may be adopted by the Association from time to time.

(q) **Unit**. Those parts of the condominium property described in Section 5 hereof which are the subject of individual ownership.

(r) **Unit Owner**. Any person or persons, natural or artificial, owning or co-owning the fee simple estate in a unit and an undivided percentage interest in the common areas and facilities.

2. **Property Submitted; Descriptions**. The property that has been submitted to condominium ownership pursuant to the filing and recording of the previously described declaration and amendments thereto, and which continues to be submitted to and subject to such condominium ownership, consists of all of the units and the respective interest of every unit in the common areas and facilities of the Condominium, as the same are labeled, delineated and described on the attachment hereto marked "Exhibit A," and hereby made a part hereof, and includes and encompasses the buildings and all improvements to the real property thereon, and all easements, rights and appurtenances belonging thereto.

As a result of the filing and recording of this amending and superseding Amended Declaration, and in accordance with the

provisions of the Condominium Act, it shall hereafter be sufficient to lawfully describe a unit and its interest in the common areas and facilities by utilizing the following description:

Situated in the City Of Columbus, Franklin County, Ohio, and described as follows:

Being Unit [insert unit designation] of Pickawillany Condominium, as the same is numbered and delineated in the Amended Declaration thereof, of record in Official Record Volume _____, at page _____ et seq., and the Drawings and the amendments thereto, recorded in Condominium Plat Book 2, at pages 688 et seq., 752 et seq., and 780 et seq., all of the records of the Recorder of Franklin County, Ohio. [The blanks, above, will contain the recording reference of this Amended Declaration.]

The unit designation to be inserted shall consist of a number, corresponding with the number of the building in which the unit is located, a dash, and a number which corresponds with the number in the building assigned to that unit by the developer. An illustration of proper unit designation is Unit "1-1".

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 areas and facilities 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.

3. **Name.** The name which the Condominium is and shall be known is Pickawillany Condominium.

4. **General Description of Condominium Property.** The Condominium consists of the property described in Exhibit A and the buildings and other improvements located thereon, including, without limitation, twenty-seven (27) residential structures containing, in total, one hundred ninety-three (193) units, some of which have an attached garage, balconies, courtyards, patios, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the unit owners. The principal materials of which the buildings are constructed are wood and concrete block, with the exterior walls consisting of wood siding and the exterior roof coverings being wood shingles. The location, layout and dimensions of the units and the common areas and facilities are shown graphically on the drawings and amendments thereto.

5. **Description of Units.** Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces (whether plaster, drywall,

wood, concrete or other materials) of the perimeter walls, windows and doors, the basement (where applicable) and the roof of such unit, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such unit (the exact layout and dimensions of each unit being shown on the drawings and amendments thereto), and including, without limitation, all space occupied by any common areas and facilities located within the bounds of a unit, together with the decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings.

Attached hereto, marked 'Exhibit B', and hereby made a part hereof, is a listing of the units, by unit designation, and with respect to each unit, the number of square feet within the living area, basement (where applicable), the number of stories (including basement), the number of rooms, excluding the baths, and the number of baths.

6. Common Areas and Facilities.

A. Description. The common areas and facilities shall consist of all parts of the condominium property except the units.

B. Ownership of Common Areas and Facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in Section 5311.14 of the Condominium Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities; provided, however, that if any unit be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such ownership as between such co-owners.

Exhibit B also sets forth the percentage of interest in the common areas and facilities of each unit, as determined by the developer.

The undivided percentage interest of the unit owners in the common areas and facilities and the fee title to the respective units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such unit.

C. Use of Common Areas and Facilities. Each unit owner shall have the right to use the common areas and facilities in

accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of that owner's unit, and such rights shall be appurtenant to and run with that unit; provided, however, that no person shall use the common areas and facilities or any part thereof in such manner as to interfere with or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with (i) this Amended Declaration, (ii) the attached Amended Bylaws and (iii) the Rules.

D. Limited Common Areas and Facilities; Use and Definition.

Each unit owner is hereby granted an exclusive and irrevocable license to use and occupy the limited common areas and facilities located within the bounds of that owner's unit or which serve only that unit. The limited common areas and facilities with respect to each unit shall consist of:

- (i) All interior walls, doors, floors and ceilings located within the bounds of such unit, excluding the structural and component parts thereof;
- (ii) All glass and screens within windows and doors within the perimeter walls of such unit;
- (iii) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such unit or which serve only such unit;
- (iv) All gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such unit or which serve only the unit;
- (v) Balconies, patios, stoops, courtyards and other appurtenant improvements, which serve only such unit;
- (vi) Garages and parking spaces which shall serve only the unit and which are identified with such unit on the drawings; in addition to garages, each unit has one parking space identified with such unit--all remaining parking spaces shall be part of the common areas and facilities and shall be subject to the mutual use of all units, subject, however, to the bylaws or rules of the Association;
- (vii) All other common areas and facilities as may be located within the bounds of such unit or which serve only such unit; and
- (viii) All fireplaces, fire boxes, chimneys, flues, caps, spark arrestors, dampers, grates screens, gas lighters and appurtenances.

7. Unit Owners Association.

A. Membership. An Ohio corporation, not for profit, called "Pickawillany Condominium Unit Owners Association", has been formed, which has and which shall administer the condominium property subject to the provisions of Paragraph A of Section 8 hereof. Each unit owner, upon acquisition of the ownership interest in a unit within the condominium property, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of that unit owner's ownership interest at which time the new owner of such ownership interest shall automatically become a member of the Association.

B. Board of Managers and Officers. The Board and Officers of the Association, elected as provided in the Amended Bylaws, shall exercise the powers, discharge the duties, and be vested with the rights conferred upon the Association by operation of law, by the Amended Bylaws and by this Amended Declaration.

C. Administration of Condominium Property . The administration of the condominium property shall be in accordance with the provisions of this Amended Declaration and the Amended Bylaws attached hereto, and the rules, as amended from time to time. Each unit owner and occupant shall comply with the provisions of this Amended Declaration, the Amended Bylaws and rules, as lawfully amended from time to time, and failure to comply with any such covenants or rules shall be grounds for an action for damages or for injunctive relief.

Any and all costs of enforcement and/or proceedings as described herein, including reasonable attorney's fees, shall constitute an assessment against the unit owned or occupied by the person or persons against whom such enforcement is sought.

In addition, the Association may, after due notice, levy administrative or enforcement charges against any unit owner who is found to be in violation of the provisions of the Amended Declaration, the Amended Bylaws, or rules in a reasonable amount as determined by the Board. Any and all such administrative or enforcement charges shall be published with the rules and written notice thereof shall be given to all unit owners and occupants of the Association.

D. Service of Process. The president of the Association or its duly appointed statutory agent shall be the person (s) designated to receive service of process for the Association, and such designation shall be further evidenced by the filing with the Secretary of State of Ohio of the appropriate form for the appointment of a statutory agent of an Ohio non-profit corporation.

8.. Management, Maintenance, Repairs, Alterations and Improvements.

A. Responsibility of the Association. Except as otherwise expressly provided in Section 12 hereof, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the common areas and facilities, excluding the limited common areas and facilities, but including the structural components thereof. In addition, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of any multi-unit alarm systems. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, no one of which shall exceed five (5) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a common expense. Upon the expiration of the initial term of any such management contract, the Association may renew such contract from time to time for successive periods, no one of which shall exceed five (5) years in duration, or enter into a new management contract for an additional period not to exceed five (5) years, or designate a different managing agent. The managing agent, or the Association, if there is no managing agent, shall have the authority to enter into agreements with one or more firms or corporations, for the common management, maintenance and repair of the condominium property. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

B.. Responsibility of Unit Owner. The responsibility of each unit owner shall be as follows:

- (i) Except as otherwise expressly provided in Sections 11 and 12 hereof , to maintain, repair and replace, at the unit owner's expense all portions of that owner's unit and all limited common areas and facilities designated for that unit's use; provided, however, that maintenance and repair to the structural elements of limited common areas, including garages (which are defined as limited common areas and facilities), shall be the responsibility of the Association, unless such maintenance and repair is caused by the unit owner, in which case the unit owner shall be responsible;
- (ii) To perform the unit owner's responsibilities in such manner so as not to unreasonably disturb other unit owners and occupants;
- (iii) To pay all costs for utility services furnished to that owner's unit or to the limited common areas and facilities designated for that unit's use;

(iv) Not to paint or otherwise decorate or change the appearance of any portion of the buildings not within the bounds of that owner's unit, unless prior written consent of the Association is obtained;

(v) To promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the condominium property which the Association is obligated to maintain or repair pursuant to the provisions of the Amended Declaration, the Amended Bylaws or the rules;

(vi) Not to make any alterations in the common areas and facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Section 12 hereof, without the prior written consent of the Association;

(vii) Not to impair the use and enjoyment of the easements provided in Section 10 hereof without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist; and

(viii) To observe, fulfill and perform all other obligations of a unit owner as set forth in this Amended Declaration, the Amended Bylaws, or the rules.

C. Rights of the Association. Notwithstanding anything to the contrary contained herein, in the event the Association deems it necessary and desirable to maintain, replace or repair any part or parts of the limited common areas and facilities, whether due to the failure on the part of the unit owner or due to the desire on the part of the Association, then, and in that event, the Association shall have the right to perform such maintenance, replacement, repair or decoration and charge the particular unit owner with the expense thereof. Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the unit owner subject thereto.

D. Construction Defects. The obligation of the Association and of the unit owners to maintain, repair and replace the portions of the condominium property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the condominium property. The undertaking of maintenance, repair or replacement by the Association or unit owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

E. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any unit may be entitled to the benefit of any guarantee or warranty of material or workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any unit owner in performing their respective obligations hereunder.

9. Common Expenses and Assessments.

A. Division of Common Profits and Common Expenses. Subject to the retention of funds for reserves, the common profits of the condominium property shall be allocated and distributed among, and the common expenses shall be assessed against, the unit owners by the Association according to the percentages of interest in the common areas and facilities of their respective units. Every unit owner shall pay that unit owner's proportionate share of assessments for common expenses and any special assessments levied against that unit owner, and no unit owner shall be exempt from liability for such assessments by waiver of the use or enjoyment of the common areas and facilities or by the abandonment by a unit owner of that owner's unit.

B. Effect of Nonpayment of Assessments; Remedies of the Association. All assessments levied by the Association shall be the joint and several obligation of the unit owners who had an ownership interest therein at the time when such assessments became due.

If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment in default and immediately due and payable; (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the lawful rate of interest as determined by the Board, and (iii) charge a reasonable, uniform, late fee, as determined from time to time by the Board.

The Association may file a lien upon each unit owner's ownership interest for all or any part of the unpaid balance of that assessment, interest, administrative charges, and costs, including reasonable attorney fees, which remains unpaid for ten (10) days after the same have become due and payable, with the Recorder of Franklin County, Ohio, pursuant to authorization, either general or specific, given by the Board. Such certificate shall be subscribed by the president of the Association and contain a description of the unit, the name or names of the unit owner or owners thereof and the amount of such unpaid balance of the assessment together with (i) interest, at such lawful rate as is determined

by the Board, and (ii) any reasonable administrative charges. Such lien provided 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.

C. Priority of Association's Lien. The lien provided for in Paragraph B of this Section 9 shall take priority over any lien or encumbrance previously or subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the president thereof pursuant to authority granted by the Board. In any such foreclosure action, the unit owner of the unit affected shall be required to pay a reasonable rental for such unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the Purchaser at the foreclosure sale. In any action at law or for foreclosure interest, administrative charges, and reasonable attorney's fees of such action shall be added to the amount of any such lien.

D. Dispute as to Common Expenses. Any unit owner who believes that the assessments levied by the Association against the owner or that owner's unit, for which a certificate of lien has been filed by the Association, have been improperly determined, may bring an action in the Court of Common Pleas, Franklin County, Ohio, for the discharge of all or any portion of such lien.

E. Non-Liability of Foreclosure Sale Purchaser for Past, Due Common Expenses. Where the mortgagee or a first mortgage of record acquires an ownership interest in a unit as a result of foreclosure of the first Mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be personally liable for the assessments levied against such unit which were levied prior to the acquisition of an ownership interest in such unit by such mortgagee. Such assessments shall be a lien, however, and shall be paid out of the monies received at the foreclosure sale, if applicable. To the extent such assessments are not paid, however, they shall be deemed to be common expenses and shall be levied against all of the unit owners at the time of the first assessments next following the acquisition of title by such mortgagees.

F. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an ownership interest in a unit, other than by deed in lieu of foreclosure to a first mortgagee, the grantee of the ownership interest shall be jointly and severally

liable with the grantor for all unpaid assessments levied by the Association against such unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, such prospective grantee shall, upon written request, be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the ownership interest to be conveyed, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same were not set forth in such statement.

G. Attorney Fees and Enforcement Costs. When a unit owner is in default of payment of any charge due the Association, and the Association elects to enforce its right to payment against the unit owner through successful legal action, said unit owner shall be obligated to the Association for the reasonable attorney fees and costs incurred by the Association any charge due the Association, and the Association elects to enforce its right to payment in enforcing its rights against such unit owner.

10. Easements. The condominium property is hereby made subject to the following easements, each of which shall be in perpetuity, shall run with the land, and shall inure to the benefit of and be binding upon the Association, each unit owner, each mortgagee in whose favor a mortgage shall be granted with respect to any unit, and any other person having an interest in the condominium property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

A. Encroachments. If by reason of the construction, repair, restoration or total destruction and rebuilding, or settlement or shifting of any of the buildings or improvements constituting a part of the condominium property, any part of the common areas and facilities shall encroach upon any part of a unit, or any part of a unit shall encroach upon any part of the common areas and facilities, or any part of a unit shall encroach upon any part of any other unit, or if by reason the design or the condominium property any pipes, ducts or conduits serving a unit shall encroach upon any other unit, easements in favor of a unit owner or the Association, as the case may be, for the maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a unit owner if such encroachment occurred due to that unit owner's willful conduct.

B. Maintenance Easements.

(i) Easements in favor of the Association over, upon and through all of the condominium property, including each unit and the limited common areas and facilities, to enable

the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, replacement, alteration and improvement of any items, things or areas of or in the condominium property.

(ii) Easements in favor of the Association over the units and their appurtenant limited common areas and facilities which may be exercised without notice in the event of an emergency; otherwise, the Association shall give the unit owner or occupants of a unit no less than twenty-four (24) hours advance notice prior to entering a unit or its appurtenant limited common areas and facilities.

(iii) Easements in favor of each unit owner to and through the common areas and facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls. Easements in favor of each unit owner to hang pictures, mirrors and the like upon the walls of that owner's unit.

C. Utility Easements Easements in favor of the Association through the units and the limited common areas and facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the units. Easements for the benefit of adjacent property reserved over the condominium property and units thereon to install, use, maintain, repair and replace pipes, wires, conduits or other utility lines for the purpose of providing water, storm, sanitary sewer, gas, electric, telephone and television service.

D. Future Easements to Others. Such easements as the Association from time to time may hereafter grant to others on behalf of the condominium property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires over, under and along any portion of the common areas and facilities, provided that it shall be a condition to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at its or their expense, restore the common areas and facilities to the same condition as existed just prior to the installation of any such utility improvements. Each unit owner and that unit owner's respective mortgagees by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints the Association, his, her or its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney at the option of the attorney, to execute, acknowledge and record for and in the name of such unit owner and that unit owner's mortgagees such easements or other instrument as may be necessary to effect the foregoing.

Each grantee of a unit and each mortgagee in whose favor a mortgage with respect to any unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in this Section 10 in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

11. Purpose of Property and Covenants and Restrictions as to Use and Occupancy. The following covenants and restrictions as to the use and occupancy of the condominium property shall run with the land and shall be binding upon each unit owner and occupant.

A. Purpose of Property. The condominium property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and no other purposes. A unit owner or occupant may use a portion of that owner's unit for an office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet enjoyment or comfort of other unit owner or occupant and further provided that such activities shall not involve the personal services of any unit owner or occupant to a customer or other person or client who comes to the condominium property.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of, nor shall anything be stored in, the common areas and facilities, excluding the limited common areas and facilities located within the bounds of a unit or pertaining to a unit, without the prior written consent of the Association.

C. Hazardous Uses and Waste. Nothing shall be done, stored, or kept in any unit, the common areas and facilities or limited common areas and facilities which will endanger life, limb or property or increase the rate of insurance on the common areas and facilities or limited common areas and facilities, or contents thereof, without the written consent of the Board. No unit owner shall permit anything to be done or kept in that owner's unit, the common areas and facilities, or limited common areas and facilities, which will result in the cancellation of insurance on the common areas and facilities or limited common areas and facilities, or contents thereof, or which would be in violation of any covenants of the Amended Declaration, Amended Bylaws or law. No waste shall be committed nor shall any litter be permitted in the common areas and facilities or limited common areas and facilities.

D. Visible Areas. Unit owners shall not cause or permit anything to be hung, displayed, placed or constructed on the outside of windows or on the outside wall of any of the buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior wall or roof of any of the buildings without the prior consent of the Association.

E. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in the units, subject to the rules and any other agreements, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three (3) days' written notice from the Board. No household pet shall be permitted in any portion of the common areas and facilities except on a leash maintained by a responsible person and the permitting of animals on the common areas and facilities shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to levy enforcement charges against unit owners who do not keep the common or limited common areas and facilities clean after their pets.

F. Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the unit owners or occupants.

G. Impairment of Structural Integrity of Building. Nothing shall be done in any unit or in, on or to the common areas and facilities which would impair the structural integrity or would structurally change any of the buildings.

H. Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the common areas and facilities not within the bounds of a unit. The parts of the common areas and facilities not within the bounds of a unit shall be kept free and clear of rubbish, debris and other unsightly materials.

I. Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas and facilities not within the bounds of a unit except in accordance with the rules and except that any balcony, courtyard, deck, patio, garage and parking area may be used for its intended purposes, including the prohibited uses specified in this paragraph.

J. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the condominium property except as provided in Paragraph A of this Section 11, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the condominium property.

The right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any unit or on the condominium property, for the purposes of facilitating the disposal of units by any unit owner, mortgagee or the Association.

K. Architectural Control.

(i) No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the common or limited common areas and facilities, 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, width, 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 design, color and location in relation to surrounding structures and topography.

(ii) Any and all such exterior additions and/or alterations shall be constructed according to the design and plans approved by the Board without substitute in materials, height, width, shape, location, color and construction, and within the period of time as determined by the Board.

(iii) All maintenance, repair and/or replacement of exterior additions or alterations, including the structural or component parts thereof, shall be at the expense of the unit owner and subject to the rights of the Association as stated herein.

(iv) Any Unit Owner given approval to and making any exterior addition or alteration shall indemnify the Board in writing by agreeing to maintain, repair and/or replace said exterior additions or alterations. Such indemnification shall be in perpetuity, shall run with the land, and shall be binding upon each unit owner, their successors and assigns.

L. Rental of Units. No unit shall be rented by a unit owner for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the units are provided customary hotel service, such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, unit owners shall have the right to lease their respective units, provided that said lease is made subject to the covenants and restrictions in the Amended Declaration and the Amended Bylaws.

M. Fireplaces. Unit owners shall not cause or permit any modifications, additions, or replacements of fireplaces, fireboxes, flues, dampers, chimneys, or chimney caps without Board approval.

N. Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, unlicensed vehicles, trucks, boats and recreational vehicles on the condominium property, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

12. Insurance and Reconstruction.

A. Insurance. The insurance which shall be carried upon the condominium property Shall be governed by the following provisions:

(i) All insurable improvements comprising the condominium property and all personal property as may be owned by the Association shall be insured by the Association in an amount equal to the full insurable replacement value thereof, exclusive of excavation and foundations, as determined annually by the engineering department of the insurance carrier. Such coverage shall afford protection against the following:

(a) Loss or damage by fire and other hazards covered by standard extended coverage endorsement; and

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar to the buildings, in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts not in excess of \$1,000.00 as the Board shall determine.

(ii) The policy or policies providing such coverage (hereinafter called "casualty insurance") shall be issued by an insurance company or companies having a rating of not less than "Good" with Best's Key Rating Guide. Such policy or policies shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the condominium property from the provisions of the Condominium Act as provided for in this Amended Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to each unit mortgages. All casualty insurance policies shall be purchased by the Association for the benefit of the Association, the unit owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificates of insurance with mortgage endorsements to the holders of mortgages on the units, if any. Such casualty insurance

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policies and any endorsements thereto shall be deposited with the insurance trustee (as hereinafter defined), if an insurance trustee is appointed, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. A.11 casualty insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, as trustee, if any, which is selected by the Association and located in Columbus, Ohio, with trust powers (herein referred to as the "insurance trustee"). The insurance trustee shall not be liable for payment of premiums nor for the renewal of policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees.

(iii) The Association shall insure itself, the members of the Board, the unit owners and occupants against liability for personal injury, disease, illness or death, and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, including without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than Two Hundred and Fifth Thousand Dollars (\$250,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

(iv) Premiums upon replacement insurance policies purchased by the Association shall be paid by the Association, or arrangements made for the payment, at least thirty (30) days prior to the expiration date of existing policies and shall be accessed as common expenses.

(v) Each unit owner may, at that unit owner's own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of that owner's unit and casualty insurance affording covering upon that owner's personal; property inasmuch as the same will not be insured by the Association.

(vi) If any applicable insurance policy is not invalidated by such release, each of the unit owners,

occupants, the Association, and the managing agent hereby releases each and all of the unit owners, occupants, the Association, and the managing agent of and from any liability for damage to or destruction of any part of the condominium property or any personal property situated thereon to the extent that the owner or owners of the damaged or destroyed property is or are compensated by insurance as a result of such damage or destruction.

B. Responsibility for Reconstruction or Repair. If any portion of the condominium property shall be damaged by perils covered by the casualty insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available from insurance, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the drawings; provided, however, if such damage renders one-half or more of the units then comprised within the condominium property untenable, the unit owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the condominium property shall be subject to an action for sale or a sale of the condominium property after such election by agreement of all unit owners, and the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all unit owners in proportion to their respective percentages of interest in the common areas and facilities. No unit owner, however, shall receive any portion of that owner's share of such proceeds until all liens and encumbrances on that owner's unit have been paid, released or discharged.

C. Procedure for Reconstruction or Repair.

(i) Immediately after a casualty causing damage to any portion of the condominium property, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs shall include professional fees and premiums for such bonds as the Board deems necessary,

(ii) If the proceeds of the casualty insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the

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aforesaid fees and premiums, if any) one or more special assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the insurance trustee, if one is appointed.

(iii) The proceeds of the casualty insurance referred to in Subparagraph (i) of Paragraph A of this Section 12 and the sums resulting from collections of special assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the insurance trustee (if one is named) and be applied to the payment of the cost of reconstruction and repair of the condominium property from time to time as the work progresses, but not more frequently than once in any calendar -month. If such funds are held by the insurance trustee, it shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendors, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the insurance trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

(iv) The insurance trustee, if there is one, may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon

request of the insurance trustee, shall deliver such certificate as soon as practical.

(v) Each unit owner shall be deemed to have delegated to the Board that owner's right to adjust with insurance companies all losses under the casualty insurance policies referred to in Subparagraph (i) of Paragraph A of this Section 12.

13. Rehabilitation of Existing Buildings, Structures and Other Improvements. The Association may, by the affirmative vote of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the condominium property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Any unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by that unit owner on the president of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of that unit owner's ownership interest, less (i) the amount of any liens and encumbrances on that owner's unit as of the date such vote is taken and (ii) the amount of any liens and encumbrances arising out of actions of said unit owner filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of that owner's ownership interest, subject to such liens and encumbrances, to the president of the Association as trustee for all other unit owners. In the event of such election by a unit owner to receive the fair market value of that owner's ownership interest, such conveyance and payment of the consideration therefor, which shall be a common expense to the unit owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such unit owner and a majority of the Board cannot agree upon the fair market value of such unit, such determination shall be made by majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by such unit owner, and the third of which shall be appointed by the first two appraisers.

14. Removal From Condominium Ownership. The unit owners, by unanimous vote, may elect to remove the condominium property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the condominium property, shall be paid, released or discharged and a certificate setting forth that such election was made shall be filed with and recorded by the Recorder of Franklin County, Ohio. Such certificate shall be prepared in duplicate and shall be signed by the president of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments then due and payable upon all or any part of the common areas and facilities, have been paid, released or discharged, and shall also be signed

by the unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on that owner's unit or units have been paid.

15. Amendment of Amended Declaration by Unit Owners.

(i) This Amended Declaration may be modified and amended by the consent of unit owners exercising not less than seventy-five percent (75%) of the voting power of unit owners. A certificate setting forth such alterations and amendment and the manner of its adoption shall be executed by the president or a vice president and by the secretary or an assistant secretary of the Association. As many copies each, as required by such certificates, shall be filed with the Auditor and Recorder of Franklin County, Ohio, and such alteration or amendment shall be effective from the time a copy of such certificate is delivered to the Recorder for record; provided, however, any amendment altering the percentage of interest in the common areas and facilities, the boundaries of any unit, the number of votes in the Association appertaining to any unit, and the fundamental purposes to which any unit or the common areas and facilities are restricted, shall require the unanimous approval of all unit owners affected.

(ii) No amendment having an adverse effect upon mortgagees, as herein described, shall have any effect, however, upon the rights of bona fide mortgagees unless (a) at least fifty-one percent (51%) approval of first mortgagees has been obtained and (b) thirty (30) days has lapsed since written notice of said amendment to mortgagees, during which time mortgagees may object in writing, with failure to object within said time period constituting automatic approval. Such consent or objection shall be retained by the secretary of the Association, and the secretary's certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various units may be relied upon by all persons for all purposes.

(iii) The consent of first mortgagees to amendments for which they are not entitled to written notice shall not be required.

16. Remedies for Breach of Covenants and Rules. If any unit owner (either by that owner's own conduct or by the conduct of any occupant of that owner's unit) shall violate any of the rules or breach any covenant or provision contained in this Amended Declaration or the Amended Bylaws, the Association shall have the right in addition to the rights hereinafter set forth in this Section 16 and those provided by law, (i) to enter any unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such unit, any structure, thing or

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condition that may exist therein contrary to the intent and meaning of the provisions of this Amended Declaration or of the Amended Bylaws, or of the rules, and the Association, or its agents shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

17. Miscellaneous Provisions.

A.. Notices to Mortgagees. Any first mortgagee, upon written request to the Association, shall be entitled to timely written notice by the Association of:

(i) any proposed addition or amendment of the Amended Declaration or Amended Bylaws effecting a material change or addition in any covenants or provisions establishing, providing for, governing or regulating voting, assessments, assessment liens or subordination of such liens, reserves or -maintenance, repair and replacement of condominium property, insurance or fidelity bonds, rights to use of common areas and facilities, responsibility for maintenance or repair, the boundaries or composition of any unit, the interests in the common or limited common areas and facilities, the convertibility of units into common areas and facilities or of common areas and facilities into units, the leasing of any unit or part thereof, the imposition of any restriction on the right of a unit owner to sell, transfer, or otherwise convey his, her or its unit, or any provisions which are for the express benefit of the first mortgagee;

(ii) any proposed removal of the condominium property from Chapter 5311, Ohio Revised Code;

(iii) any condemnation or eminent domain proceeding which may affect a material portion of the condominium property or any unit on which there is a first mortgage held;

(iv) any decision by the Association not to restore substantial damage or destruction;

(v) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(vi) any decision by the Association to renew or rehabilitate the condominium property;

(vii) any decision by the Association to construct significant new capital improvements not replacing existing improvements;

(viii) times and places of unit owners' meetings; and

(ix) any default under the Amended Declaration or Amended Bylaws which gives rise to a cause of action against a unit owner whose unit is subject to the mortgage of such first mortgagee, where the default has not been cured in sixty (60) days.

B. Copies of Notices to Mortgage Lender. Upon written request to the Board, the holder or any duly recorded mortgage on any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Amended Declaration to be given to the unit owner or owners whose ownership interest or interest therein is subject to such mortgage.

C. Covenants Running With the Land. Each grantee, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Amended Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Amended Declaration were recited and stipulated at length in each and every deed of conveyance.

D. Termination. Upon the removal of the condominium property from the Provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any ownership interest or interest therein shall terminate and be of no further force or effect, except that easements in favor of others then already created or permitted to be created pursuant to this Amended Declaration shall continue and be in full force and effect.

E. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Amended Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

F. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Amended Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Amended Declaration.

G. Time Limits. If any of the privileges, covenants or rights created by this Amended Declaration shall be unlawful or

void by reason of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States of America.

H. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the president of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officers at their units.

I. Headings. The heading to each Section and each Paragraph hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Amended Declaration nor in any way affects this Amended Declaration.

J. Interpretation. The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

K. Enforcement. In addition to any other remedies provided in the Amended Declaration, 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 Amended Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by 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, covenants 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 this Amended Declaration, the Amended Bylaws, rules 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

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first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect, by a single independent arbitrator selected by the Board.

IN WITNESS WHEREOF, the undersigned president and secretary of Pickawillany Condominium Unit Owners Association have executed this certificate and affirm its adoption aforesaid, on or as of this 8th day of February, 1989.

Signed and acknowledged by
both in the presence of:

(Original signed by Richard L. Lombard)
(Original signed by George D. Webb)
George D. Webb, President

_____ (Original signed by Richard K. Loesch)

Richard K. Loesch, Secretary

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me this 8th day of February, 1989, by George D. Webb, the president, and by Richard K. Loesch, the secretary, of Pickawillany Condominium Unit Owners Association, as such officers and on its behalf, who certified the adoption of the foregoing Amended Declaration and the attached Amended Bylaws as stated therein.

(Original signed by Carolyn L. Webb)
Notary Public
Franklin County
State of Ohio
My commission expires 2-29-93

EXHIBIT A

**AMENDED DECLARATION OF CONDOMINIUM
PICKAWILLANY CONDOMINIUM**

Legal Description

Situation in the City of Columbus, Franklin County, Ohio, and described as follows:

Building No. 1, Unit Nos. 1- 5, inclusive;
Building No. 2, Unit Nos. 1- 8, inclusive.,
Building No. 3, Unit Nos. 1- 4, inclusive;
Building No. 4, Unit Nos. 1- 4, inclusive;
Building No. 5, Unit Nos. 1- 8, inclusive;
Building No. 6, Unit Nos. 1- 6, inclusive;
Building No. 7, Unit Nos. 1- 8, inclusive;
Building No. 8, Unit Nos. 1- 4, inclusive;
Building No. 9, Unit Nos. 1-12, inclusive;
Building No. 10, Unit Nos. 1- 8, inclusive;
Building No. 11, Unit Nos. 1- 8, inclusive;
Building No. 12, Unit Nos. 1-10, inclusive;
Building No. 13, Unit Nos. 1-10, inclusive;
Building No. 14, Unit Nos. 1- 8, inclusive;
Building No. 15, Unit Nos. 1- 4, inclusive;
Building No. 16, Unit Nos. 1- 8, inclusive;
Building No. 17, Unit Nos. 1-10, inclusive;
Building No. 18, Unit Nos. 1- 9, inclusive;
Building No. 19, Unit Nos. 1- 6, inclusive;
Building No. 20, Unit Nos. 1- 10, inclusive
Building No. 21, Unit Nos. 1- 10, inclusive;
Building No. 22, Unit Nos. 1- 6, inclusive;
Building No. 23, Unit Nos. 1- 6, inclusive;
Building No. 24, Unit Nos. 1- 4, inclusive;
Building No. 25, Unit Nos. 1-10, inclusive;
Building No. 26, Unit Nos. 1- 4, inclusive;
Building No. 27, Unit Nos. 1- 3, inclusive;

of Pickawillany Condominium (being all of the units in that condominium), as the same are numbered and delineated in the Declaration thereof, of record in Deed Book 3376, page 177, et seq., the first amendment thereof, of Deed Book 3385, at page 576, the second amendment thereof, of record in Deed Book 3396, at page 400 et seq., and the third amendment thereof, of record in Official Record Volume 03231, at page C19 et seq., and the Drawings thereof recorded in Condominium Plat Book 2, at page 688 et seq., and amendments thereto recorded in Condominium Plat Book 2, at page 752 et seq., and page 780 et seq., all of the records of the Recorder of Franklin County, Ohio.

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
PICKAWILLANY CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest in Common Areas & Facilities
1-1	1724	675	3	7	2-1/2	0.61%
1-2	1529	664	3	6	2-1/2	0.55%
1-3	1529	664	3	6	2-1/2	0.55%
1-4	1248	583	3	5	2-1/2	0.51%
1-5	1248	583	3	5	2-1/2	0.48%
2-1	1529	664	3	6	2-1/2	0.58%
2-2	1529	664	3	6	2-1/2	0.55%
2-3	1248	583	3	5	2-1/2	0.51%
2-4	1248	583	3	5	2-1/2	0.51%
2-5	1248	583	3	5	2-1/2	0.48%
2-6	1248	583	3	5	2-1/2	0.51%
2-7	1529	664	3	6	2-1/2	0.58%
2-8	1529	664	3	6	2-1/2	0.58%
3-1	1724	675	3	7	2-1/2	0.61%
3-2	1529	664	3	6	2-1/2	0.55%
3-3	1529	664	3	6	2-1/2	0.55%
3-4	1724	675	3	7	2-1/2	0.61%
4-1	1724	675	3	7	2-1/2	0.59%
4-2	1529	664	3	6	2-1/2	0.54%
4-3	1529	664	3	6	2-1/2	0.54%
4-4	1724	675	3	7	2-1/2	0.59%
5-1	1724	675	3	7	2-1/2	0.59%
5-2	1529	664	3	6	2-1/2	0.54%
5-3	1529	664	3	6	2-1/2	0.54%
5-4	1248	583	3	5	2-1/2	0.46%
5-5	1248	583	3	5	2-1/2	0.46%
5-6	1529	664	3	6	2-1/2	0.54%
5-7	1529	664	3	6	2-1/2	0.54%
5-8	1724	675	3	7	2-1/2	0.59%
6-1	1529	664	3	6	2-1/2	0.52%
6-2	1529	664	3	6	2-1/2	0.55%
6-3	1248	583	3	5	2-1/2	0.48%
6-4	1248	583	3	5	2-1/2	0.48%
6-5	1529	664	3	6	2-1/2	0.55%
6-6	1529	664	3	6	2-1/2	0.55%
7-1	1529	664	3	6	2-1/2	0.55%
7-2	1529	664	3	6	2-1/2	0.55%
7-3	1248	583	3	5	2-1/2	0.45%
7-4	1248	583	3	5	2-1/2	0.45%
7-5	1248	583	3	5	2-1/2	0.45%
7-6	1248	583	3	5	2-1/2	0.45%
7-7	1529	664	3	6	2-1/2	0.55%
7-8	1529	664	3	6	2-1/2	0.55%

EXHIBIT B (continued)

Unit Designation	Approximate Living Area (Square Feet)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Nmber of Baths	Percentage Interest in Common Areas & Facilities
8-1	1724	675	3	7	2-1/2	0.61%
8-2	1529	664	3	6	2-1/2	0.56%
8-3	1529	664	3	6	2-1/2	0.56%
8-4	1724	675	3	7	2-1/2	0.61%
9-1	1724	675	3	7	2-1/2	0.59%
9-2	1529	664	3	6	2-1/2	0.56%
9-3	1529	664	3	6	2-1/2	0.54%
9-4	1529	664	3	6	2-1/2	0.54%
9-5	1529	664	3	6	2-1/2	0.54%
9-6	1248	583	3	5	2-1/2	0.45%
9-7	1248	583	3	5	2-1/2	0.48%
9-8	1529	664	3	6	2-1/2	0.55%
9-9	1529	664	3	6	2-1/2	0.56%
9-10	1529	664	3	6	2-1/2	0.55%
9-11	1529	664	3	6	2-1/2	0.55%
9-12	1529	664	3	6	2-1/2	0.55%
10-1	1017	0	1	5	2	0.36%
10-2	1017	0	1	5	2	0.36%
10-3	1017	0	1	5	2	0.36%
10-4	1017	0	1	5	2	0.36%
10-5	1017	0	1	5	2	0.40%
10-6	1017	0	1	5	2	0.36%
10-7	1017	0	1	5	2	0.36%
10-8	1017	0	1	5	2	0.36%
11-1	1248	583	3	5	2-1/2	0.48%
11-2	1248	583	3	5	2-1/2	0.51%
11-3	1529	664	3	6	2-1/2	0.58%
11-4	1529	664	3	6	2-1/2	0.58%
11-5	1529	664	3	6	2-1/2	0.58%
11-6	1529	664	3	6	2-1/2	0.55%
11-7	1248	583	3	5	2-1/2	0.48%
11-8	1248	583	3	5	2-1/2	0.48%
12-1	1724	675	3	7	2-1/2	0.61%
12-2	1529	664	3	6	2-1/2	0.55%
12-3	1529	664	3	6	2-1/2	0.55%
12-4	1248	583	3	5	2-1/2	0.48%
12-5	1248	583	3	5	2-1/2	0.48%
12-6	1248	583	3	5	2-1/2	0.48%
12- 7	1248	583	3	5	2-1/2	0.48%
12-8	1529	664	3	6	2-1/2	0.55%
12-9	1529	664	3	6	2-1/2	0.55%
12-10	1724	675	3	7	2-1/2	0.61%

EXHIBIT B (continued)

Unit Designation	Approximate Living Area (Square Feet)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Nmber of Baths	Percentage Interest in Common Areas & Facilities
13-1	1248	583	3	5	2-1/2	0.48%
13-2	1248	583	3	5	2-1/2	0.48%
13-3	1248	583	3	5	2-1/2	0.48%
13-4	1248	583	3	5	2-1/2	0.48%
13-5	1248	583	3	5	2-1/2	0.48%
13-6	1248	583	3	5	2-1/2	0.48%
13-7	1529	664	3	6	2-1/2	0.52%
13-8	1529	664	3	6	2-1/2	0.56%
13-9	1529	664	3	6	2-1/2	0.55%
13-10	1529	664	3	6	2-1/2	0.55%
14-1	1724	675	3	7	2-1/2	0.59%
14-2	1529	664	3	6	2-1/2	0.54%
14-3	1529	664	3	6	2-1/2	0.54%
14-4	1248	583	3	5	2-1/2	0.46%
14-5	1248	583	3	5	2-1/2	0.46%
14-6	1529	664	3	6	2-1/2	0.54%
14-7	1529	664	3	6	2-1/2	0.54%
14-8	1724	675	3	7	2-1/2	0.61%
15-1	1724	675	3	7	2-1/2	0.59%
15-2	1529	664	3	6	2-1/2	0.54%
15-3	1529	664	3	6	2-1/2	0.54%
15-4	1724	675	3	7	2-1/2	0.59%
16-1	1529	664	3	6	2-1/2	0.54%
16-2	1529	664	3	6	2-1/2	0.56%
16-3	1248	583	3	5	2-1/2	0.48%
16-4	1248	583	3	5	2-1/2	0.46%
16-5	1529	664	3	6	2-1/2	0.56%
16-6	1529	664	3	6	2-1/2	0.56%
16-7	1529	664	3	6	2-1/2	0.54%
16-8	1529	664	3	6	2-1/2	0.56%
17-1	1724	675	3	7	2-1/2	0.59%
17-2	1529	664	3	6	2-1/2	0.54%
17-3	1529	664	3	6	2-1/2	0.56%
17-4	1248	583	3	5	2-1/2	0.46%
17-5	1248	583	3	5	2-1/2	0.46%
17-6	1248	583	3	5	2-1/2	0.46%
17-7	1248	583	3	5	2-1/2	0.46%
17-8	1529	664	3	6	2-1/2	0.54%
17-9	1529	664	3	6	2-1/2	0.56%
17-10	1724	675	3	7	2-1/2	0.59%

EXHIBIT B (continued)

Unit Designation	Approximate Living Area (Square Feet)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Nmber of Baths	Percentage Interest in Common Areas & Facilities
18-1	1724	675	3	7	2-1/2	0.61%
18-2	1529	664	3	6	2-1/2	0.56%
18-3	1529	664	3	6	2-1/2	0.56%
19-4	1248	583	3	5	2-1/2	0.48%
18-5	1248	583	3	5	2-1/2	0.46%
18-9	1248	583	3	5	2-1/2	0.46%
18-7	1248	583	3	5	2-1/2	0.48%
18-8	1529	664	3	6	2-1/2	0.56%
18-9	1529	664	3	6	2-1/2	0.56%
19-1	1529	664	3	6	2-1/2	0.55%
19-2	1529	664	3	6	2-1/2	0.55%
19-3	1248	583	3	5	2-1/2	0.48%
19-4	1248	583	3	5	2-1/2	0.48%
19-5	1529	664	3	6	2-1/2	0.55%
19-6	1529	664	3	6	2-1/2	0.55%
20-1	1248	583	3	5	2-1/2	0.45%
20-2	1248	583	3	5	2-1/2	0.48%
20-3	1529	664	3	6	2-1/2	0.55%
20-4	1529	664	3	6	2-1/2	0.55%
20-5	1248	583	3	5	2-1/2	0.48%
20-6	1248	583	3	5	2-1/2	0.48%
20-7	1529	664	3	6	2-1/2	0.55%
20-8	1529	664	3	6	2-1/2	0.55%
20-9	1248	583	3	5	2-1/2	0.48%
20-10	1248	583	3	5	2-1/2	0.48%
21-1	1248	583	3	5	2-1/2	0.45%
21-2	1248	583	3	5	2-1/2	0.48%
21-3	1529	664	3	6	2-1/2	0.55%
21-4	1529	664	3	6	2-1/2	0.55%
21-5	1248	583	3	5	2-1/2	0.48%
21-6	1248	583	3	5	2-1/2	0.48%
21-7	1529	664	3	6	2-1/2	0.55%
21-8	1529	664	3	6	2-1/2	0.55%
21-9	1248	583	3	5	2-1/2	0.48%
21-10	1248	583	3	5	2-1/2	0.45%
22-1	1529	664	3	6	2-1/2	0.55%
22-2	1529	664	3	6	2-1/2	0.55%
22-3	1248	583	3	5	2-1/2	0.48%
22-4	1248	583	3	5	2-1/2	0.48%
22-5	1529	664	3	6	2-1/2	0.55%
22-6	1529	664	3	6	2-1/2	0.52%

EXHIBIT B (continued)

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AMENDED BYLAWS

OF

**PICKAWILLANY CONDOMINIUM UNIT OWNERS
ASSOCIATION**

*ARTICLE I
THE ASSOCIATION*

Section 1. Name and Nature of Association. The Association has been and shall continue to be an Ohio corporation not for profit called "Pickawillany Condominium Unit Owners Association.

Section 2. Membership. Membership in the Pickawillany Condominium Unit Owners Association is and 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 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 is 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 member owning the entire ownership interest in a unit is entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of the interest of such member's unit in the common areas and facilities. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in the ownership interest in a unit, each is entitled to exercise such proportion of the voting power for such unit as shall be equivalent to such person's proportionate interest in the ownership interest of such unit.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on behalf of that member or those members shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meeting of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought

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before such meeting shall be held at a place as may be designated by the Board and specified in the notice of such meeting, at such time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held in May of each year.

B. Special Meetings. Special meetings of the -members shall be called upon the written request of the president of the Association or, in case of the president's absence, death or disability, the vice president of the Association who shall exercise the authority of the president, the Board by action at a meeting, or a majority of the members acting without a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

C. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the -meeting, of the lack of proper notice shall be deemed to be a waiver by that member of notice of such meeting.

D. Quorum; Adjournment. At any duly called and noticed meeting of the members of the Association, the members present, in person or by proxy, shall constitute a quorum for such meeting; provided, however, that no action required by law, the Amended Declaration, or by these Amended Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members may adjourn such meeting from time to time. if any meeting is 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.

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E. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of inspectors of election.
- (7) Election of members of Board.
- (8) Unfinished and /or old business
- (9) New business
- (10) Adjournment.

Section 6. Actions Without a Meeting, All actions, except removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by, members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting, but not less than members holding a majority of the voting power of members. Such writings shall be filed with the secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification. The Board shall consist of seven unit owners nominated and elected by the membership.

Section 2. Election of Board; Vacancies. Board members shall be elected at the annual meeting of members of the Association. At the annual meetings candidates equal to the number of vacancies to be filled who receive the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Each Board member shall be elected to serve for a term of two (2) years, and shall hold office until his/her successor is elected, or until his/her earlier resignation, removal from office or death. Terms of elected Board -members shall commence at the end of the annual meeting at which they are elected and expire at the end of

the annual meeting in the year their terms expire. The number of expiring seats on the Board in any year (other than seats to fill an unexpired term) shall be no more than four (4) and no less than three (3), so that in even numbered years there is an odd number of vacancies and in odd numbered years there is an even number of vacancies. Any Board member may resign at any time in a writing to that effect delivered to the secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation; however, Association business expenses incurred by Board members shall be reimbursable.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such times and place as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.

Section 6. Special Meetings. Special meetings of the Board may be held at any time upon call by the president or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by that Board member of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is 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. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Amended Declaration or in these Amended Bylaws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Amended Declaration or these Amended Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes for which the condominium exists and subject to the limitations prescribed by law, the Amended Declaration or these Amended Bylaws, the Board, for and on behalf of the Association, may:

- A. purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- B. make contracts;
- C. effect insurance;
- D. borrow money, and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association;
- E. levy assessments, administrative and enforcement charges against unit owners;
- F. employ a managing agent to perform such duties and services as the Board may authorize;
- G. employ lawyers and accountants to perform such legal and accounting services as the Board may authorize; and
- H. do all things permitted by law and exercise all power and authority within the purposes stated in these Amended Bylaws or the Amended Declaration or incidental thereto.

Section 9. Removal of Members of Board. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

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ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers, The Board shall elect a president, a vice president, a secretary and a treasurer, each of whom shall be a member of the Board. The Board may also appoint an assistant treasurer and an assistant secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove an officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

Section 3. President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the president shall have general executive supervision over the business and affairs of the Association. The president may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Amended Declaration or in these Amended Bylaws.

Section 4. Vice President. The vice president shall perform the duties of the president whenever the president is unable to act and shall have such other authority and perform such other duties as may be determined by the Board.

Section 5. Secretary. The secretary shall keep the minutes of meetings of the members of the Association and of the Board. The secretary shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Amended Declaration or by these Amended Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Amended Declaration or in these Amended Bylaws.

Section 6. Treasurer. The treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. The treasurer shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers. The assistant secretaries and assistant treasurers, if any, and any other officers whom the Board may

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appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the unit owners, shall pay all common expenses arising with respect to, or in connection with, the condominium property, including, without limitation, the following:

A. Utility Service for Common Areas and Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the common areas and facilities, excluding the limited common areas and facilities. Upon determination by the Board that any unit owner is using excessive amounts of any utility services the cost of which are common expenses, the Association shall have the right to levy special assessments against such unit owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Casualty Insurance. The premium upon a policy or policies of casualty insurance insuring the condominium property, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Amended Declaration, the amount of which insurance shall be reviewed annually.

C. Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board, the unit owners and the occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, as provided in the Amended Declaration, the limits of which policy shall be reviewed annually.

D. Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with any applicable laws.

E. Wages and Fees for Services. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the condominium property, the services of any person or persons required for the maintenance or operation of the condominium property (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the condominium property or the

enforcement of the Amended Declaration and these Amended Bylaws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing of the common areas and facilities, excluding the limited common areas and facilities; provided, however, structural maintenance and repair to garages (which are defined as limited common areas and facilities) shall be the responsibility of the Association unless such maintenance or repair is caused by the unit owner, in which case he shall be responsible.

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Amended Declaration and these Amended Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the condominium property as a first class condominium project or for the enforcement of the Amended Declaration and these Amended Bylaws.

H. Discharge of Mechanic's Lien. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Board constitute a lien against the condominium property or against the Common areas and facilities, rather than merely against the interests therein of such unit owner responsible for the existence of such lien or encumbrance; provided, however, that the Association shall levy a special assessment against such unit owner to recover the amount expended in discharging such lien or encumbrance.

I. Certain Maintenance of Units. The cost of the maintenance and repair of the limited common areas and facilities and of any unit, if such maintenance or repair is necessary, in the discretion of the Board, to prevent damage to or destruction of any part of the common areas and facilities, or any other unit, the unit owner having the exclusive right to use such limited common areas and facilities or owning such unit requiring such maintenance or repair having failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Association to said unit owner; provided, however, that the Association shall levy a special assessment against such unit owner to recover the amount expended for such maintenance or repair.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any unit or portion of the limited common areas and facilities when necessary in connection with any maintenance, repair or construction for which the Association is

responsible. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each unit and no locks or other devices shall be placed on the doors to the units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any unit at any time when required alterations or repairs are scheduled, the managing agent or the managing agent's representative or any other person designated by the Board may enter the unit immediately, whether the unit owner is present or not.

Section 3. Capital Additions and Improvements. Whenever in the judgment of the Board new capital improvements are to be constructed, as opposed to altering, improving, maintaining, repairing or replacing existing capital improvements, costing in excess of \$5,000.00, and the making of such capital improvements shall have been approved by unit owners entitled to exercise not less than a majority of the voting power of unit owners, the Board shall proceed with said capital improvements and shall assess all unit owners for the cost thereof as a common expense. Any such common expense shall be prorated among all units in proportion to their respective undivided interests in the common areas and facilities, and shall become due and payable on such date or dates as the Board determines following written notice to the unit owners.

Any capital improvements costing \$5,000.00 or less may be made by the Board without approval of the unit owners, and the cost thereof shall constitute a common expense. To the extent that the reserves of the Association are sufficient to cover the expense of any capital improvement not requiring the majority approval of the members of the Association, the cost thereof shall first be paid from those reserves.

Section 4. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board may adopt such reasonable rules and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the condominium property, and for the health, comfort, safety and general welfare of the unit owners and occupants. Written notice of such rules shall be given to all unit owners and occupants and the condominium property shall at all times be maintained subject to such rules. In the event such rules shall conflict with any provisions of the Amended Declaration or of these Amended Bylaws, the provisions of the Amended Declaration and of these Amended Bylaws shall govern.

Section 5. Special Services. The Association may arrange for special services and facilities for the benefit of such unit owners and occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of units and special recreational, educational and medical facilities.

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The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating unit owners as a special assessment or paid by the Association, in which case a special assessment shall be levied against such participating unit owners to reimburse the Association therefor.

Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Amended Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall, from time to time, specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7. Individual Assessments for Expenses. Any and all costs of enforcement proceedings as described in the Amended Declaration the Amended Bylaws or rules of the Association, including attorney's fees, shall constitute a special assessment against the unit owned or occupier by the person or persons against whom such enforcement is sought.

ARTICLE V FINANCES OF ASSOCIATION

Section 1.. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the common expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each unit owner in writing as to the amount of such estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common areas and facilities. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each unit owner shall be obligated to pay to the Association or as the Board may direct one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of each annual meeting, the Association shall supply to all unit owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each unit owner's percentage of ownership in the common areas and facilities to the next monthly installments due from unit owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each unit owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering the accounting.

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Section 2. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any unit owner's assessment, such extraordinary expenditures shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common areas and facilities. The Association shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to the unit owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 4. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any unit owner or that unit owner's representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such unit owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of that unit owner's account setting forth the amount of any unpaid assessments or other charges due and owing from that unit owner.

Section 5. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the unit owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the unit owners in proportion to each unit owner's percentage ownership in the common areas and facilities.

Section 6. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the

Board, such audit shall be made by a certified public accountants. In addition and at any time requested by ten or more unit owners the Board shall cause an additional audit to be made.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Indemnification

A. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit, or proceeding by or in the right of the Association) by reason of the fact that that person is or was a Board member or officer of the Association or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, Partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

B. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a Judgment in its favor by reason of the fact that he or she is or was a Board member or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith, and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been finally adjudged to be liable

for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such court shall deem proper.

C. Rights After Successful Defense. To the extent that a Board member, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the preceding paragraphs of Section 1. of Article VI, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

D. Other Determinations of Rights. Except as otherwise provided in paragraph C. of this Article, any indemnification under paragraphs A. and B. (unless ordered by a court) shall be upon a determination that indemnification of the Board member, officer, or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraph A. or B. Such determination shall be made by (1) the court having jurisdiction of the action, suit, or proceeding against such Board member, officer, or employee of a suit involving his or her right to indemnification, or (2) a majority vote of those Board members who were not and are not parties to such action, suit, proceeding (whether or not such a majority constitutes a quorum), or, if there are not at least two such Board members of the Association then in office, other than those involved in such matter, by a majority of a committee (selected by the Board of managers) of three or more persons (not including any person involved in such matters who are, to the extent possible, members of the Association, provided that such indemnity in case of a settlement shall not be allowed by such committee unless it is found by independent legal counsel (meaning a lawyer who is not a Board member, officer, or employee of the Association, and is not a partner-or professional associate of a Board member, officer, or employee of the Association) that such settlement is reasonable in amount and in the best interest of the Association. In the case independent legal counsel is so used, he or she shall be compensated by the Association.

E. Indemnification of Agents, Employees, and Other Representatives. The Association may, from time to time and in its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against

any liability asserted against him or her or incurred by him or her in any such capacity or arising out of that person's status as such, in the same manner and to the same extent as provided herein for Board members and officers of the Association.

F. Advances of Expenses . Expenses of each person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board, whether a disinterested quorum or on behalf of the Board member, officer, or employee, to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

G. Nonexclusive; Heirs. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under these Amended Bylaws, any agreement, vote of members, any insurance purchased by the Association, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Board member, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such person.

H. Purchase of Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, agent, or employee of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions hereof or of the Ohio nonprofit corporation law.

Section 2. Amendments. Any modification or amendment of these Amended Bylaws shall be made only by means of an amendment to the Amended Declaration as provided therein, and such modification or amendment shall be effective from the time the certificate setting forth such modification or amendment provided for in the Amended Declaration is delivered to the Franklin County Recorder for record.

Section 3. Definitions. The terms used in these Amended Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these amended Bylaws

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and of any amendments hereto, shall have the respective meanings specified in the Amended Declaration.

IN TESTIMONY WHEREOF, the undersigned certify that the foregoing Amended Bylaws were duly adopted as certified in the Amended Declaration to which this is appended.

Originally signed by George D. Webb, President

Originally signed by Richard K. Loesch, Secretary

Pickawillany Condominium Unit Owners
Association