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FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR TREETOPS AT BRANDON CONDOMINIUM

THIS FIRST AMENDMENT ("Amendment") to the Declaration of Condominium Ownership for Treetops at Brandon Condominium (the "Declaration") is made this 10th day of November, 1988, by the Unit Owners of Treetops at Brandon Condominium pursuant to the powers granted to the Unit Owners in Article XVI of the Declaration. The Declaration was filed for record at Official Records Volume 10736, Page All, Recorder's Office, Franklin County, Ohio. The Drawings of the Condominium, including the Site Plan of the Condominium which was referred to as "Exhibit D" in the Declaration, were filed of record in Condominium Plat Book 39, pages 63-74, Recorder's Office, Franklin County, Ohio.

T-5474

CONDOMINIUM TITLE BOX

Except as otherwise defined in this Amendment or unless the context clearly indicates otherwise, all terms used in this Amendment shall have the meanings attributed to them in the Declaration, or in Chapter 5311 of the Ohio Revised Code.

RECITALS

1. The Percentage Interest Table which was attached to the Declaration as Exhibit B contained incorrect information concerning the the Unit Type, square footage and Percentage Interests of Unit Numbers 2, 14, 15, 74 and 75. The Site Plan for the Condominium also incorrectly depicted the location and dimensions of Unit Numbers 14, 15, 74 and 75.

2. The undersigned Unit Owners, being the owners of at least 85% of the Units in the Condominium, desire to amend the Declaration as hereinafter provided.

AMENDMENT

1. Pursuant to Article XVI of the Declaration, the Unit Owners hereby amend the Declaration as follows:

(a) The information set forth in the Percentage Interest Table attached to the Declaration as Exhibit B concerning Unit Numbers 2, 14, 15, 74 and 75 is hereby deleted, and the following information is hereby substituted therefor:

TIME 9:40 A IN
RECORDED IN FRANKLIN CO., OHIO

JAN 11 1989

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE \$ 74.60

TRANSFERRED
NOT NECESSARY
JAN 11 1989
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE

CONDOMINIUM PLAT BOOK NO. 43 PAGE 26

<u>Unit</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Approx. Area in Sq. Ft. (Inc. Garage)</u>	<u>Number of Habitable Rooms</u>	<u>Percentage Interest</u>
2	7771 Bartles Avenue	A-3	2404	12	2.512%
14	7963 Lewis Avenue	B-1	2400	13	2.508%
15	7971 Lewis Avenue	B-2	2187	13	2.285%
74	7872 Bartles Avenue	A-3	2404	12	2.512%
75	7864 Bartles Avenue	A-4	2191	12	2.289%

(b) The amended Site Plan attached hereto as Exhibit A is hereby substituted for the Site Plan originally filed as "Exhibit D" to the Declaration. The amended Site Plan has been revised to depict the correct location and dimensions of Unit Numbers 14, 15, 74 and 75 as constructed. Unit Numbers 14 and 74 are two car garage Units. Unit Numbers 15 and 75 are one car garage Units.

In addition, the parking spaces identified as Limited Common Areas appurtenant to Unit Numbers 14 and 74 on the original Site Plan and described in Subparagraph A(3) of Article VII of the Declaration are no longer designated as Limited Common Areas. Two other parking spaces have been designated on the amended Site Plan as Limited Common Areas appurtenant to Unit Numbers 15 and 75. Except for the revisions described herein, the amended Site Plan is identical to the original Site Plan.

2. Except as modified by this Amendment, the Declaration and Drawings of the Condominium shall continue in full force and effect as originally written.

IN WITNESS WHEREOF, the undersigned Unit Owners have executed this instrument or caused this instrument to be executed by their duly authorized agents as of this 10th day of November, 1988.

Signed and acknowledged
in the presence of:

THE BORROR CORPORATION,
an Ohio corporation

Dorinda E. Conway

By: *David S. Borrer*
David S. Borrer
Executive Vice President

Patricia A. Coval

13169103

030397

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TREETOPS AT BRANDON CONDOMINIUM

This will certify that copies of this Second Amendment to
Declaration of Condominium Ownership with the Site Plan and
Drawings attached hereto, have been filed in the Office of the
Franklin County Auditor on _____, 1989.

Palmer C. McNeil
Franklin County Auditor
David M. H. Smith

TRANSFERRED
MAR 24 1989
FRANKLIN COUNTY
AUDITOR'S OFFICE

TIME 12:10 P
RECORDED FRANKLIN CO. OHIO
MAR 27 1989
RECORDED'S FEE \$ 91.90

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 73 PAGE 57-58

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR TREETOPS AT BRANDON CONDOMINIUM

THIS SECOND AMENDMENT to the above-described Declaration (hereinafter the "Amendment") is made this 15th day of March, 1989, by The Borror Corporation, an Ohio corporation (hereinafter "Developer"), pursuant to the powers reserved to Developer in Article XVIII of the Declaration of Condominium Ownership for Treetops at Brandon Condominium (the "Declaration"). The Declaration is filed of record in Official Record Volume 10736, page 311, Recorder's Office, Franklin County, Ohio. The Drawings of the Condominium were filed of record in Condominium Plat Book 39, pages 63-74, Recorder's Office, Franklin County, Ohio.

Except as otherwise defined in this Amendment or unless the context clearly indicates otherwise, all terms used in this Amendment shall have the meanings attributed to them in the Declaration, or in Chapter 5311 of the Ohio Revised Code.

RECITALS

1. Developer is the owner of 4.031 acres of real estate described in Exhibit "A" attached hereto, upon which is constructed 5 Unit Buildings, containing 20 Units; and Developer desires to establish a plan for individual ownership of said real property and improvements.

2. Article XVIII of the Declaration provides that Developer shall be entitled to expand the Condominium Property by annexing to it all or portions of the Additional Land which was described in Exhibit "C" to the Declaration, together with the improvements located thereon. The real property described in Exhibit "A" to this Amendment constitutes a portion of said Additional Land and improvements described in Exhibit "C" to the Declaration.

3. Developer now desires to annex the real estate described in Exhibit "A" attached hereto to the Condominium Property and has executed this Amendment in order to submit said real property, together with the improvements located thereon, to the provisions of Chapter 5311, to annex said real property and improvements to the Condominium Property and to encumber said real property and improvements with the covenants, conditions, easements and reservations of the Declaration.

AMENDMENT

1. Declaration of Annexation. Pursuant to the power reserved to it in Article XVIII of the Declaration, Developer, for itself, its successors and assigns, hereby submits the real estate described on Exhibit "A" attached hereto (the "Annexed Land"), subject to all easements, conditions and restrictions of record, together with all Unit Buildings and improvements situated on the Annexed Land, to the provisions of Chapter 5311. Developer hereby annexes the Annexed Land, together with the Unit Buildings and improvements located thereon, to the Condominium Property of Treetops at Brandon Condominium; and Developer hereby submits the Annexed Land, buildings and improvements to the plan of condominium ownership established in the Declaration of Condominium Ownership for Treetops at Brandon Condominium. The Annexed Land, together with all buildings and improvements thereon, shall hereafter be defined, described and delineated as Units, Unit Buildings, Common Areas and Facilities or Limited Common Areas in accordance with the provisions of the Declaration, and in accordance with the details of the Drawings attached to this Amendment as Exhibits "C" and "D." All exhibits attached to this Amendment are fully incorporated by reference into this Amendment and into the Declaration.

The Units, Unit Buildings, Common Areas and Facilities and Limited Common Areas situated on the Annexed Land shall hereafter be encumbered by and subject to the restrictions, covenants, conditions, easements, assessments, liens and other provisions established in the Declaration of, as amended by the provisions of this Amendment, as if such portions of the Condominium Property had been part of the land and improvements originally submitted to the plan of condominium ownership established in the Declaration.

Except as otherwise provided in this Amendment, Developer hereby reserves to itself the same rights and privileges with respect to the Annexed Land, buildings and improvements that were reserved to Developer with respect to the Condominium Property described in the Declaration. Said reserved rights and privileges are hereby incorporated into the provisions of this Amendment by this reference. Declarant further reserves all of its rights in the remaining Additional Land, as provided in XVII of the Declaration.

2. Description of Units. There are a total of twenty (20) Units situated on the Annexed Land. Each Unit on the Additional Land is graphically designed by separately assigned numbers, being Nos. 25 through 44. The boundaries of each Unit

located on the Annexed Land shall be defined and described in accordance with the provisions of the Declaration, the Drawings submitted with the Declaration and by the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D."

3. Description of Buildings. The twenty (20) Units situated on the Annexed Land are located in five (5) Unit Buildings which are numbered consecutively as Unit Building Nos. 7 through 11. Each Unit Building contains four (4) Units. Unit Building Nos. 7, 8 and 9 are located adjacent to the private drive known as Jaymes Street. Unit Building Nos. 10 and 11 are located adjacent to the private drive known as Clark Avenue. The Units and Unit Buildings situated on the Annexed Land are depicted in the Drawings filed with the Declaration and in the Site Plan attached to this Amendment as Exhibit "C." Unit Building Nos. 8 and 10 are type "B" buildings as depicted in the Drawings attached to the Declaration. Unit Building Nos. 7, 9 and 11 are type "A" buildings as depicted in the Drawings attached to the Declaration. Said Drawings are filed for record at Condominium Plat Book 39, pages 63-74. The principal materials of which said Unit Buildings are constructed are wood, concrete, glass, brick, drywall, plaster, shingles and concrete block.

4. Description of Limited Common Areas. The portions of the Annexed Land which shall constitute Limited Common Areas of the Condominium Property shall be determined and defined in accordance with the definition of Limited Common Areas provided in the Declaration, and by this Amendment, and shall include, without limitation, the porch and stoop located adjacent to the front entrance of each Unit and the cement patio area or wood deck area adjacent to the rear of each Unit. In addition, each Unit having a one-car garage located on the Annexed Land has been assigned a parking space, which shall constitute Limited Common Area appurtenant to that Unit. The Limited Common Areas of the Annexed Land, including parking spaces, are depicted in the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D."

5. Description of Common Areas and Facilities. The portions of the land and improvements of the Annexed Land which shall constitute Common Areas and Facilities of the Condominium Property shall be determined and defined in accordance with the definition of Common Areas and Facilities provided in the Declaration, and shall include, without limitation, the private drives known as Jaymes Street and Clark Avenue. The Common Areas and Facilities of the Annexed Land are depicted in the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D."

6. Allocation and Reallocation of Percentage Interests. As required by §5311.051 of the Ohio revised Code, the Percentage Interests appurtenant to each Unit in Treetops at Brandon Condominium are hereby allocated and reallocated in the proportion that the square footage of each Unit bears to the aggregate square footage of all units. The Percentage Interests of all Units located on the Annexed Land and the reallocated Percentage Interests of all Units previously a part of the Condominium are set forth in Exhibit "g" attached hereto.

7. Membership in the Association. Each Unit Owner in the Condominium, as expanded, shall be a member of Treetops at Brandon Unit Owners' Association, the organization which has been established by the Developer to administer the Condominium Property. A true copy of the Code of Regulations of the Association is attached to the Declaration as Exhibit "f."

8. Expansion of the Condominium. This Amendment constitutes Developer's exercise of certain rights reserved to Developer by Article XVIII, "Expansion of the Condominium," of the Declaration. To the extent any of Declarant's rights described in said Article XVIII have not been exercised in this Amendment No. 2 or in the Drawings or exhibits attached hereto, Declarant hereby reserves such rights.

9. Incorporation of Provisions. Except as modified in this Amendment, the provisions of the Declaration shall continue in full force and effect as originally written with respect both to the Condominium Property described in the Declaration and the land and improvements annexed to said Condominium Property by this Amendment. Said provisions are hereby incorporated into this Amendment by this reference.

IN WITNESS WHEREOF, The Borrer Corporation has caused this instrument to be executed by its duly authorized officer this 15th day of March, 1989.

Signed and acknowledged
in the presence of:

THE BORRER CORPORATION, Ohio
Corporation

By: David S. Borrer
David S. Borrer
Executive Vice President

14981H08

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TREETOPS AT BRANDON CONDOMINIUM

034378

This will certify that copies of this Third Amendment to
Declaration of Condominium Ownership with the Site Plan and
Drawings attached hereto, have been filed in the office of the
Franklin County Auditor on April 3rd, 1990.

Palmer C. McNeal (Thomas M. Lang)
Franklin County Auditor

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 46 PAGE 80-85

TRANSFERRED
APR 3 1990
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

TIME 3:30 P M
RECORDED FRANKLIN CO. OHIO

APR 3 1990
JOHN W. WEAVER
RECORDS FILE # 30820

18250

Unit No.	Street Address	Unit Type	Approximate Area in Square Feet (Including Garage)	Number of Habitable Rooms	Percentage
48	7846 Jaynes Street	C-4	2409	14	1.128%
49	7838 Jaynes Street	C-1	2661	14	1.128%
50	7830 Jaynes Street	A-3	2404	12	1.126%
51	7822 Jaynes Street	A-4	2191	12	1.026%
52	7814 Jaynes Street	C-2	2661	14	1.128%
53	7806 Jaynes Street	A-5	2366	12	1.108%
54	7798 Jaynes Street	B-3	2570	13	1.204%
55	7790 Jaynes Street	B-4	2459	13	1.152%
56	7782 Jaynes Street	A-6	2366	12	1.108%
57	7774 Jaynes Street	C-3	2409	14	1.128%
58	7766 Jaynes Street	B-3	2570	13	1.204%
59	7758 Jaynes Street	B-4	2459	13	1.152%
60	7750 Jaynes Street	C-4	2409	14	1.128%
61	7784 Bartles Avenue	A-2	2191	12	1.026%
62	7776 Bartles Avenue	B-2	2187	13	1.024%
63	7768 Bartles Avenue	B-1	2400	13	1.124%
64	7760 Bartles Avenue	A-1	2404	12	1.126%
65	7816 Bartles Avenue	C-1	2448	14	1.147%
66	7808 Bartles Avenue	A-3	2404	12	1.126%
67	7800 Bartles Avenue	A-4	2191	12	1.026%
68	7792 Bartles Avenue	C-2	2661	14	1.246%
69	7848 Bartles Avenue	A-1	2404	12	1.126%
70	7840 Bartles Avenue	B-1	2400	13	1.124%
71	7832 Bartles Avenue	B-2	2187	13	1.024%
72	7824 Bartles Avenue	A-2	2404	12	1.126%

Unit No.	Street Address	Unit Type	Approximate Area in Square Feet (Including Garage)	Number of Habitable Rooms	Percentage
73	7880 Bartles Avenue	C-1	2561	14	1.245%
74	7872 Bartles Avenue	A-3	2404	12	1.126%
75	7864 Bartles Avenue	A-4	2191	12	1.025%
76	7856 Bartles Avenue	C-2	2661	14	1.245%
77	7841 Jaynes Street	C-1	2661	14	1.245%
78	7849 Jaynes Street	A-3	2404	12	1.126%
79	7857 Jaynes Street	A-4	2191	12	1.025%
80	7865 Jaynes Street	C-2	2661	14	1.245%
81	7809 Jaynes Street	C-3	2409	14	1.128%
82	7817 Jaynes Street	B-3	2570	13	1.204%
83	7825 Jaynes Street	B-4	2459	13	1.152%
84	7833 Jaynes Street	C-4	2409	14	1.128%
85	7777 Jaynes Street	C-1	2661	14	1.245%
86	7785 Jaynes Street	A-3	2404	12	1.126%
87	7793 Jaynes Street	A-4	2191	12	1.025%
88	7801 Jaynes Street	C-2	2661	14	1.245%
				TOTAL	100%

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EXHIBIT "A"
DESCRIPTION OF
1.376 ACRES
TREETOPS AT BRANDON PHASE IV

Situata in the State of Ohio, County of Franklin, Village of Dublin, being in Virginia Military Survey Numbers 2543 and 2544 and being a part of the original 18.022 acre tract conveyed to The Borror Corporation by deed of record in O.R. 8637 A17, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Brandonway Drive (being 50.00 feet in width), also being the southeasterly corner of Treetops at Brandon Condominium "Phase III" of record in Condo Book 46, pages 80-86;

Thence the following six (6) courses and distances along the easterly line of said "Phase III" and across the said original 18.022 acre tract:

1. Thence N 7° 10' 57" E, a distance of 145.25 feet, to a point on a curve;
2. Thence along a curve to the left having a radius of 121.60 feet, a central angle of 72° 50' 08" the chord to which bears N 44° 37' 34" E, a chord distance of 144.38 feet, to a point of reverse curvature;
3. Thence along a curve to the right having a radius of 411.00 feet, a central angle of 15° 01' 33" the chord to which bears N 15° 43' 17" E, a chord distance of 107.48 feet, to a point;
4. Thence S 64° 36' 16" E, a distance of 20.71 feet, to a point;
5. Thence N 25° 23' 44" E, a distance of 30.12 feet, to a point;
6. Thence S 67° 44' 27" E, a distance of 106.14 feet, to a point in the common line to said original 18.022 acre tract and the Ruth K. Swanson and Bank One of Columbus, N.A. Lands;

Thence the following two (2) courses and distances along the common line to the said original 18.022 acre tract and said Ruth K. Swanson and Bank One of Columbus, N.A. Lands:

1. Thence S 47° 58' 56" W, a distance of 76.46 feet, to a point;

16257

- 2. Thence S 00° 29' 34" W, a distance of 329.49 feet, point on a curve in the northerly right-of-way line of Brandonway Drive and being a southeasterly corner of said original 18.022 acre.

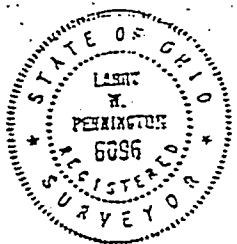
Thence the following two (2) courses and distances along said northerly right-of-way line of Brandonway Drive and southerly lines of said Borror Corporation tract;

- 1. Thence along a curve to the left having a radius of 650.00 feet, a central angle of 15° 45' 20", the chord to which bears N 74° 56' 23" W, a chord distance of 178.13 feet, to a point of tangency;
- 2. Thence N 82° 49' 03" W, a distance of 47.23 feet to the point of beginning containing 1.376 acres, more or less, and being subject to all easements and restrictions of record.

The bearings in the above description were based upon the bearing datum of record in Condo Plat Book 43, page 26.

R. D. ZANDE & ASSOCIATES, LIMITED

Robert ZanDe
Registered Surveyor No. 6096



LWJ:jca
RDZ JN 1799.2
November 6, 1990
1799ZIRE.T07

DSB/320

EXHIBIT B

PERCENTAGE INTEREST TABLE

Unit No.	Street Address	Unit Type	Approximate Area in Square Feet (Including Garages)	Number of Habitable Rooms	Percentage Interest
1	7779 Bartles Avenue	C-1	2443	14	1.147%
2	7771 Bartles Avenue	A-3	2404	12	1.126%
3	7763 Bartles Avenue	A-4	2191	12	1.026%
4	7755 Bartles Avenue	C-2	2661	14	1.246%
5	7787 Bartles Avenue	A-1	2404	12	1.126%
6	7795 Bartles Avenue	B-1	2400	13	1.124%
7	7803 Bartles Avenue	B-2	2137	13	1.024%
8	7811 Bartles Avenue	A-2	2404	12	1.126%
9	7819 Bartles Avenue	C-1	2661	14	1.246%
10	7827 Bartles Avenue	A-3	2404	12	1.126%
11	7835 Bartles Avenue	A-4	2191	12	1.026%
12	7851 Bartles Avenue	C-2	2661	14	1.246%
13	7955 Lewis Avenue	A-2	2404	12	1.126%
14	7963 Lewis Avenue	B-2	2400	13	1.124%
15	7971 Lewis Avenue	B-1	2137	13	1.024%
16	7979 Lewis Avenue	A-1	2404	12	1.126%
17	7987 Lewis Avenue	C-1	2661	14	1.246%
18	7995 Lewis Avenue	A-3	2404	12	1.126%
19	7998 Lewis Avenue	A-4	2191	12	1.026%
20	7990 Lewis Avenue	C-2	2661	14	1.246%
21	7982 Lewis Avenue	A-1	2404	12	1.126%
22	7974 Lewis Avenue	B-1	2400	13	1.124%

1525780

Unit No.	Street Address	Unit Type	Approximate Area in Square Feet (Including Garage)	Number of Habitable Rooms	Percentage
23	7966 Lewis Avenue	B-2	2187	13	1.024%
24	7958 Lewis Avenue	A-2	2404	12	1.126%
25	8000 Jaynes Street	C-1	2661	14	1.246%
26	7992 Jaynes Street	A-3	2404	12	1.126%
27	7984 Jaynes Street	A-4	2191	12	1.026%
28	7976 Jaynes Street	C-2	2661	14	1.246%
29	7968 Jaynes Street	A-1	2404	12	1.126%
30	7960 Jaynes Street	B-1	2400	13	1.124%
31	7952 Jaynes Street	B-2	2187	13	1.024%
32	7944 Jaynes Street	A-2	2404	12	1.126%
33	7936 Jaynes Street	C-1	2661	14	1.246%
34	7928 Jaynes Street	A-3	2404	12	1.126%
35	7920 Jaynes Street	A-4	2191	12	1.026%
36	7912 Jaynes Street	C-2	2661	14	1.246%
37	7923 Clark Avenue	A-1	2404	12	1.126%
38	7937 Clark Avenue	B-1	2400	13	1.124%
39	7961 Clark Avenue	B-2	2187	13	1.024%
40	7997 Clark Avenue	A-2	2404	12	1.126%
41	7930 Clark Avenue	C-1	2661	14	1.246%
42	7920 Clark Avenue	A-3	2404	12	1.126%
43	7910 Clark Avenue	A-4	2191	12	1.026%
44	7900 Clark Avenue	C-2	2661	14	1.246%
45	7870 Jaynes Street	C-3	2409	14	1.128%
46	7862 Jaynes Street	B-3	2570	13	1.204%
47	7854 Jaynes Street	B-4	2459	13	1.152%

162500

Unit No.	Street Address	Unit Type	Approximate Area in Square Feet (Including Garage)	Number of Habitable Rooms	Percentage
48	7846 Jaynes Street	C-4	2409	14	1.125%
49	7838 Jaynes Street	C-1	2661	14	1.125%
50	7830 Jaynes Street	A-3	2404	12	1.125%
51	7822 Jaynes Street	A-4	2191	12	1.025%
52	7814 Jaynes Street	C-2	2661	14	1.125%
53	7806 Jaynes Street	A-5	2366	12	1.108%
54	7798 Jaynes Street	B-3	2570	13	1.204%
55	7790 Jaynes Street	B-4	2459	13	1.152%
56	7782 Jaynes Street	A-6	2366	12	1.108%
57	7774 Jaynes Street	C-3	2409	14	1.125%
58	7766 Jaynes Street	B-3	2570	13	1.204%
59	7758 Jaynes Street	B-4	2459	13	1.152%
60	7750 Jaynes Street	C-4	2409	14	1.125%
61	7784 Bartles Avenue	A-2	2191	12	1.026%
62	7776 Bartles Avenue	B-2	2187	13	1.024%
63	7768 Bartles Avenue	B-1	2400	13	1.124%
64	7760 Bartles Avenue	A-1	2404	12	1.125%
65	7816 Bartles Avenue	C-1	2448	14	1.147%
66	7808 Bartles Avenue	A-3	2404	12	1.126%
67	7800 Bartles Avenue	A-4	2191	12	1.026%
68	7792 Bartles Avenue	C-2	2561	14	1.246%
69	7848 Bartles Avenue	A-1	2404	12	1.126%
70	7840 Bartles Avenue	B-1	2400	13	1.124%
71	7832 Bartles Avenue	B-2	2187	13	1.024%
72	7824 Bartles Avenue	A-2	2404	12	1.125%

1825

Unit No.	Street Address	Unit Type	Approximate Area in Square Feet (Including Garage)	Number of Habitable Rooms	Percentage
73	7880 Bartles Avenue	C-1	2661	14	1.245%
74	7872 Bartles Avenue	A-3	2404	12	1.226%
75	7864 Bartles Avenue	A-4	2191	12	1.225%
76	7856 Bartles Avenue	C-2	2661	14	1.245%
77	7841 Jaynes Street	C-1	2661	14	1.245%
78	7849 Jaynes Street	A-3	2404	12	1.225%
79	7857 Jaynes Street	A-4	2191	12	1.225%
80	7865 Jaynes Street	C-2	2661	14	1.245%
81	7809 Jaynes Street	C-3	2409	14	1.128%
82	7817 Jaynes Street	B-3	2570	15	1.204%
83	7825 Jaynes Street	B-4	2459	13	1.152%
84	7833 Jaynes Street	C-4	2409	14	1.128%
85	7777 Jaynes Street	C-1	2661	14	1.246%
86	7785 Jaynes Street	A-3	2404	12	1.126%
87	7793 Jaynes Street	A-4	2191	12	1.026%
88	7801 Jaynes Street	C-2	2661	14	1.246%
				TOTAL	100%

DSB/318

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR TREETOPS AT BRANDON CONDOMINIUM

THIS FOURTH AMENDMENT to the above-described Declaration (hereinafter the "Amendment") is made this 11th day of December, 1990, by The Rorror Corporation, an Ohio corporation (hereinafter "Developer"), pursuant to the powers reserved to Developer in Article XVIII of the Declaration of Condominium Ownership for Treetops at Brandon Condominium (the "Declaration"). The Declaration is filed of record in Official Record Volume 10736, page A11, Recorder's Office, Franklin County, Ohio. The Drawings of the Condominium were filed of record in Condominium Plat Book 39, pages 63-74, Recorder's Office, Franklin County, Ohio. A First Amendment to Declaration was filed of record in Official Record Volume 12843, page A01; the Second Amendment to Declaration was filed of record in Official Record Volume 13169, page I03; and the Third Amendment to Declaration was filed of record in Official Record Volume 14981, page H08, Recorder's Office, Franklin County, Ohio.

Except as otherwise defined in this Amendment or unless the context clearly indicates otherwise, all terms used in this Amendment shall have the meanings attributed to them in the Declaration, or in Chapter 5311 of the Ohio Revised Code.

RECITALS

1. Developer is the owner of 1.376 acres of real estate described in Exhibit "A" attached hereto, upon which is constructed two (2) Unit Buildings, containing eight (8) Units; and Developer desires to establish a plan for individual ownership of said real property and improvements.

2. Article XVIII of the Declaration provides that Developer shall be entitled to expand the Condominium Property by annexing to it all or portions of the Additional Land which was described in Exhibit "C" to the Declaration, together with the improvements located thereon. The real property described in Exhibit "A" to this Amendment constitutes the remaining unannexed portion of said Additional Land and improvements described in Exhibit "C" to the Declaration.

3. Developer now desires to annex the real estate described in Exhibit "A" attached hereto to the Condominium Property and has executed this Amendment in order to submit said real property, together with the improvements located thereon, to the provisions of Chapter 5311, to annex said real property and improvements to the Condominium Property and to encumber said real property and improvements with the covenants, conditions, easements and reservations of the Declaration.

AMENDMENT

1. Declaration of Annexation. Pursuant to the power reserved to it in Article XVIII of the Declaration, Developer, for itself, its successors and assigns, hereby submits the real estate described on Exhibit "A" attached hereto (the "Annexed Land"), subject to all easements, conditions and restrictions of record, together with all Unit Buildings and improvements situated on the Annexed Land, to the provisions of Chapter 5311. Developer hereby annexes the Annexed Land, together with the Unit Buildings and improvements located thereon, to the Condominium Property of Treetops at Brandon Condominium; and Developer hereby submits the Annexed Land, buildings and improvements to the plan of condominium ownership established in the Declaration of Condominium Ownership for Treetops at Brandon Condominium. The Annexed Land, together with all buildings and improvements thereon, shall hereafter be defined, described and delineated as Units, Unit Buildings, Common Areas and Facilities or Limited Common Areas in accordance with the provisions of the Declaration, and in accordance with the details of the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D." All exhibits attached to this Amendment are fully incorporated by reference into this Amendment and into the Declaration.

The Units, Unit Buildings, Common Areas and Facilities and Limited Common Areas situated on the Annexed Land shall hereafter be encumbered by and subject to the restrictions, covenants, conditions, easements, assessments, liens and other provisions established in the Declaration of, as amended by the provisions of this Amendment, as if such portions of the Condominium Property had been part of the land and improvements originally submitted to the plan of condominium ownership established in the Declaration.

Except as otherwise provided in this Amendment, Developer hereby reserves to itself the same rights and privileges with respect to the Annexed Land, buildings and improvements that were reserved to Developer with respect to the Condominium Property described in the Declaration. Said reserved rights and privileges are hereby incorporated into the provisions of this Amendment by this reference.

2. Description of Units. There are a total of eight (8) Units situated on the Annexed Land. Each Unit on the Additional Land is graphically designed by separately assigned numbers, being Nos. 53 through 60, inclusive. The boundaries of each Unit located on the Annexed Land shall be defined and described in accordance with the provisions of the Declaration, the Drawings submitted with the Declaration and by the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D."

3. Description of Buildings. The eight (8) Units situated on the Annexed Land are located in two (2) Unit Buildings which

are numbered as Unit Building Nos. 14 and 15. Each Unit Building contains four (4) Units. Both Unit Buildings are located adjacent to the private drive known as Jaynes Street. The Units and Unit Buildings situated on the Annexed Land are depicted in the Drawings filed with the Declaration and in the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D." Unit Building No. 14 is a type "D" building as depicted in the Drawings attached to this Amendment as Exhibit "D." Unit Building No. 15 is a type "C" building as depicted in the Drawings attached to the Third Amendment to Declaration. Said Drawings are filed for record at Condominium Plat Book 46, pages 80-86. The principal materials of which said Unit Buildings are constructed are wood, concrete, glass, brick, drywall, plaster, shingles and concrete block.

4. Description of Limited Common Areas. The portions of the Annexed Land which shall constitute Limited Common Areas of the Condominium Property shall be determined and defined in accordance with the definition of Limited Common Areas provided in the Declaration, and by this Amendment, and shall include, without limitation, the porch and stoop located adjacent to the front entrance of each Unit and the cement patio area or wood deck area adjacent to the rear of each Unit. In addition, each Unit having a one-car garage located on the Annexed Land has been assigned a parking space, which shall constitute Limited Common Area appurtenant to that Unit. The Limited Common Areas of the Annexed Land, including parking spaces, are depicted in the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D."

5. Description of Common Areas and Facilities. The portions of the land and improvements of the Annexed Land which shall constitute Common Areas and Facilities of the Condominium Property shall be determined and defined in accordance with the definition of Common Areas and Facilities provided in the Declaration. The Common Areas and Facilities of the Annexed land are depicted in the Site Plan and Drawings attached to this Amendment as Exhibits "C" and "D."

6. Allocation and Reallocation of Percentage Interests. As required by §5311.051 of the Ohio revised Code, the Percentage Interests appurtenant to each Unit in Treetops at Brandon Condominium are hereby allocated and reallocated in the proportion that the square footage of each Unit bears to the aggregate square footage of all units. The Percentage Interests of all Units located on the Annexed Land and the reallocated Percentage Interests of all Units previously a part of the Condominium are set forth in Exhibit "B" attached hereto.

7. Membership in the Association. Each Unit Owner in the Condominium, as expanded, shall be a member of Treetops at Brandon Unit Owners' Association, the organization which has been established by the Developer to administer the Condominium

Property. A true copy of the Code of Regulations of the Association is attached to the Declaration as Exhibit "F."

8. Expansion of the Condominium. This Amendment constitutes Developer's exercise of the rights reserved to Developer in Article XVIII of the Declaration, "Expansion of the Condominium." To the extent any of Declarant's rights described in said Article XVIII have not been exercised prior to the date this Amendment is filed of record and to the extent said rights have not been exercised pursuant to this Amendment, Declarant hereby releases such rights.

9. Incorporation of Provisions. Except as modified in this Amendment, the provisions of the Declaration shall continue in full force and effect as originally written with respect both to the Condominium Property described in the Declaration and the land and improvements annexed to said Condominium Property by this Amendment. Said provisions are hereby incorporated into this Amendment by this reference.

IN WITNESS WHEREOF, The Berror Corporation has caused this instrument to be executed by its duly authorized officer this 11th day of December, 1990.

Signed and acknowledged
in the presence of:

THE BERROR CORPORATION, Ohio
corporation

Louise R. Shook
Patty G. Crocker

By: David S. Berror
David S. Berror
Executive Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 11th day of December, 1990, by David S. Berror, Executive Vice President of The Berror Corporation, an Ohio corporation, on behalf of the corporation.

Patty G. Crocker
Notary Public

This instrument prepared by:
David S. Berror, Esquire
5501 Frantz Road
P. O. Box 7166
Dublin, Ohio 43017-0766

PATTY G. CROCKER
Notary Public - State of Ohio
My Commission Expires February 23, 1995

DSB/315

EXHIBIT "A"

DESCRIPTION OF
1.376 ACRES
TREETOPS AT BRANDON PHASE IV

Situate in the State of Ohio, County of Franklin, Village of Dublin, being in Virginia Military Survey Numbers 2543 and 2544 and being a part of the original 18.022 acre tract conveyed to The Borrer Corporation by deed of record in O.R. 8637 A17, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Brandonway Drive (being 50.00 feet in width), also being the southeasterly corner of Treetops at Brandon Condominium "Phase III" of record in Condo Book 46, pages 80-86;

Thence the following six (6) courses and distances along the easterly line of said "Phase III" and across the said original 18.022 acre tract;

1. Thence N 7° 10' 57" E, a distance of 145.25 feet, to a point on a curve;
2. Thence along a curve to the left having a radius of 121.60 feet, a central angle of 72° 50' 08" the chord to which bears N 44° 37' 34" E, a chord distance of 144.38 feet, to a point of reverse curvature;
3. Thence along a curve to the right having a radius of 411.00 feet, a central angle of 15° 01' 33" the chord to which bears N 15° 43' 17" E, a chord distance of 107.48 feet, to a point;
4. Thence S 64° 36' 16" E, a distance of 20.71 feet, to a point;
5. Thence N 25° 23' 44" E, a distance of 30.12 feet, to a point;
6. Thence S 67° 44' 27" E, a distance of 106.14 feet, to a point in the common line to said original 18.022 acre tract and the Ruth K. Swanson and Bank One of Columbus, N.A. Lands;

Thence the following two (2) courses and distances along the common line to the said original 18.022 acre tract and said Ruth K. Swanson and Bank One of Columbus, N.A. Lands:

1. Thence S 47° 58' 56" W, a distance of 76.46 feet, to a point;

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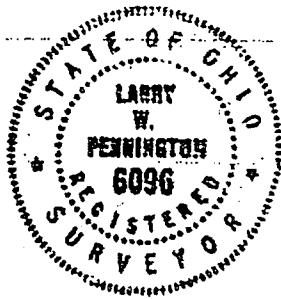
2. Thence S 00° 29' 34" W, a distance of 329.49 feet, to a point on a curve in the northerly right-of-way line of Brandonway Drive and being a southeasterly corner of said original 18.022 acre.

Thence the following two (2) courses and distances along said northerly right-of-way line of Brandonway Drive and southerly lines of said Berror Corporation tract:

1. Thence along a curve to the left having a radius of 650.00 feet, a central angle of 15° 45' 20", the chord to which bears N 74° 56' 23" W, a chord distance of 178.18 feet, to a point of tangency;
2. Thence N 82° 49' 03" W, a distance of 47.23 feet to the point of beginning containing 1.376 acres, more or less, and being subject to all easements and restrictions of record.

The bearings in the above description were based upon the bearing datum of record in Condo Plat Book 43, page 26.

R. D. ZANDE & ASSOCIATES, LIMITED



Larry Pennington
Registered Surveyor No. 6096

LWP:jce
RDZ JN 1799.2
November 6, 1990
17992TRE.TOP

DSB/320

EXHIBIT BPERCENTAGE INTEREST TABLE

<u>Unit No.</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Approximate Area in Square Feet (Including Garage)</u>	<u>Number of Habitable Rooms</u>	<u>Percentage Interest</u>
1	7779 Bartles Avenue	G-1	2448	14	1.147%
2	7771 Bartles Avenue	A-3	2404	12	1.126%
3	7763 Bartles Avenue	A-4	2191	12	1.026%
4	7755 Bartles Avenue	C-2	2661	14	1.246%
5	7787 Bartles Avenue	A-1	2404	12	1.126%
6	7795 Bartles Avenue	B-1	2400	13	1.124%
7	7803 Bartles Avenue	B-2	2187	13	1.024%
8	7811 Bartles Avenue	A-2	2404	12	1.126%
9	7819 Bartles Avenue	G-1	2661	14	1.246%
10	7827 Bartles Avenue	A-3	2404	12	1.126%
11	7835 Bartles Avenue	A-4	2191	12	1.026%
12	7851 Bartles Avenue	C-2	2661	14	1.246%
13	7955 Lewis Avenue	A-2	2404	12	1.126%
14	7963 Lewis Avenue	B-2	2400	13	1.124%
15	7971 Lewis Avenue	B-1	2187	13	1.024%
16	7979 Lewis Avenue	A-1	2404	12	1.126%
17	7987 Lewis Avenue	C-1	2661	14	1.246%
18	7995 Lewis Avenue	A-3	2404	12	1.126%
19	7998 Lewis Avenue	A-4	2191	12	1.026%
20	7990 Lewis Avenue	C-2	2661	14	1.246%
21	7982 Lewis Avenue	A-1	2404	12	1.126%
22	7974 Lewis Avenue	B-1	2400	13	1.124%

<u>Unit No.</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Approximate Area in Square Feet (Including Garage)</u>	<u>Number of Habitable Rooms</u>	<u>Percentage Interest</u>
23	7966 Lewis Avenue	B-2	2187	13	1.026%
24	7958 Lewis Avenue	A-2	2404	12	1.126%
25	8000 Jaynes Street	C-1	2661	14	1.246%
26	7992 Jaynes Street	A-3	2404	12	1.126%
27	7984 Jaynes Street	A-4	2191	12	1.026%
28	7976 Jaynes Street	C-2	2661	14	1.246%
29	7968 Jaynes Street	A-1	2404	12	1.126%
30	7960 Jaynes Street	B-1	2400	13	1.124%
31	7952 Jaynes Street	B-2	2187	13	1.024%
32	7944 Jaynes Street	A-2	2404	12	1.126%
33	7936 Jaynes Street	C-1	2661	14	1.246%
34	7928 Jaynes Street	A-3	2404	12	1.126%
35	7920 Jaynes Street	A-4	2191	12	1.026%
36	7912 Jaynes Street	C-2	2661	14	1.246%
37	7923 Clark Avenue	A-1	2404	12	1.126%
38	7937 Clark Avenue	B-1	2400	13	1.124%
39	7961 Clark Avenue	B-2	2187	13	1.024%
40	7997 Clark Avenue	A-2	2404	12	1.126%
41	7930 Clark Avenue	C-1	2661	14	1.246%
42	7920 Clark Avenue	A-3	2404	12	1.126%
43	7910 Clark Avenue	A-4	2191	12	1.026%
44	7900 Clark Avenue	C-2	2661	14	1.246%
45	7870 Jaynes Street	C-3	2409	14	1.128%
46	7862 Jaynes Street	B-3	2570	13	1.204%
47	7854 Jaynes Street	B-4	2459	13	1.152%

<u>Unit No.</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Approximate Area in Square Feet (Including Garage)</u>	<u>Number of Habitable Rooms</u>	<u>Percentage Interest</u>
48	7846 Jaymes Street	C-4	2409	14	1.128%
49	7838 Jaymes Street	C-1	2661	14	1.246%
50	7830 Jaymes Street	A-3	2404	12	1.126%
51	7822 Jaymes Street	A-4	2191	12	1.026%
52	7814 Jaymes Street	C-2	2661	14	1.246%
53	7806 Jaymes Street	A-5	2366	12	1.108%
54	7798 Jaymes Street	B-3	2570	13	1.204%
55	7790 Jaymes Street	B-4	2459	13	1.152%
56	7782 Jaymes Street	A-6	2366	12	1.108%
57	7774 Jaymes Street	C-3	2409	14	1.128%
58	7766 Jaymes Street	B-3	2570	13	1.204%
59	7758 Jaymes Street	B-4	2459	13	1.152%
60	7750 Jaymes Street	C-4	2409	14	1.128%
61	7784 Bartles Avenue	A-2	2191	12	1.026%
62	7776 Bartles Avenue	B-2	2187	13	1.024%
63	7768 Bartles Avenue	B-1	2400	13	1.124%
64	7760 Bartles Avenue	A-1	2404	12	1.126%
65	7816 Bartles Avenue	C-1	2448	14	1.147%
66	7808 Bartles Avenue	A-3	2404	12	1.126%
67	7800 Bartles Avenue	A-4	2191	12	1.026%
68	7792 Bartles Avenue	C-2	2661	14	1.246%
69	7848 Bartles Avenue	A-1	2404	12	1.126%
70	7840 Bartles Avenue	B-1	2400	13	1.124%
71	7832 Bartles Avenue	B-2	2187	13	1.024%
72	7824 Bartles Avenue	A-2	2404	12	1.126%

1967-1972

<u>Unit No.</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Approximate Area in Square Feet (Including Garage)</u>	<u>Number of Habitable Rooms</u>	<u>Percentage Interest</u>
73	7880 Bartles Avenue	C-1	2661	14	1.246%
74	7872 Bartles Avenue	A-3	2404	12	1.128%
75	7864 Bartles Avenue	A-4	2191	12	1.026%
76	7856 Bartles Avenue	C-2	2661	14	1.246%
77	7841 Jaymes Street	C-1	2661	14	1.246%
78	7849 Jaymes Street	A-3	2404	12	1.128%
79	7857 Jaymes Street	A-4	2191	12	1.026%
80	7865 Jaymes Street	C-2	2661	14	1.246%
81	7809 Jaymes Street	C-3	2409	14	1.128%
82	7817 Jaymes Street	B-3	2570	13	1.204%
83	7825 Jaymes Street	B-4	2459	13	1.152%
84	7833 Jaymes Street	C-4	2409	14	1.128%
85	7777 Jaymes Street	C-1	2661	14	1.246%
86	7785 Jaymes Street	A-3	2404	12	1.128%
87	7793 Jaymes Street	A-4	2191	12	1.026%
88	7801 Jaymes Street	C-2	2661	14	1.246%
				TOTAL	100%

DSB/318

FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TREETOPS AT BRANDON CONDOMINIUM

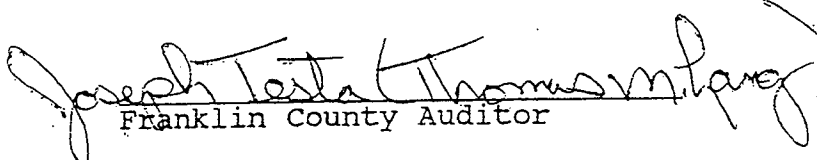
COPY STAMP
RECORDED

FEB 8 1995

RICHARD B. METCALF, RECORDER
FRANKLIN COUNTY, OHIO

This will certify that a copy of the Fifth Amended Declaration of Treetops at Brandon Condominium has been filed in the Office of the Franklin County Auditor on the 8th day of February, 1995.

Attached hereto are those amended portions to the Amended Declaration, which amendments are underscored and supersede, in their entirety, any portion of the Condominium's original Declaration referred to in the attached Amendments.


Franklin County Auditor

Prepared by: Scott R. Roberts, Attorney at Law, 1625 Bethel Road, Suite 102, Columbus, Ohio 43220

TRANSFER
NOT NECESSARY
FEB 8 1995
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FIFTH AMENDED DECLARATION OF
TREETOPS AT BRANDON CONDOMINIUM

This is an amended enabling declaration ("the Amended Declaration") of Treetops at Brandon Condominium ("the Condominium") made on or about February 3, 1995, 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>
Declaration and By-laws	Official Record Volume 10736, Page A-11	Nov. 6, 1987
Drawings	Condominium Plat Book 39, Pages 63 through 74	Nov. 6, 1987
First Amendment to Declaration	Official Record Volume 12843, Page A-01	Jan. 11, 1989
Drawings Phase I	Condominium Plat Book 43, Page 26	Jan. 11, 1989
Second Amendment to Declaration	Official Record Volume 13169, Page I-03	Mar. 27, 1989
Drawings Phase II	Condominium Plat Book 43, Pages 57 & 58	Mar. 27, 1989
Third Amendment to Declaration	Official Record Volume 14981, Page H-08	April 3, 1990
Drawings Phase III	Condominium Plat Book 46, Pages 80 through 86	April 3, 1990
Fourth Amendment to Declaration	Official Record Volume 16257, Page H-12	Dec. 18, 1990
Drawings Phase IV	Condominium Plat Book 49, Pages 18 through 22	Dec. 18, 1990

B. Pursuant to the provisions of the Declaration and By-laws, 85% of the voting power of all unit owners may amend these documents without a meeting in writing by filing true and accurate copies of the amended documents with the Auditor and Recorder of Franklin County, Ohio. The president or vice-president and the secretary or assistant secretary of the

Association are required to execute these documents according to Section 5311.05 of the Condominium Act.

If an Amendment changes the undivided interest in the Common Areas appurtenant to any Unit, all Unit owners must approve of this Amendment, together with the prior written consent of 66-2/3 % of the holders of the first mortgages on Units encumbered by mortgages.

C. Consistent with the requirements of Article XVI, Sections (A) and (B) of the Association's Declaration and with Article II, Section 9 of its By-laws, Unit owners exercising no less than 85% of the voting power of all Unit owners have consented in writing without a meeting to those Amendments whereby attorneys' fees are included in special individual Unit assessments. Further, Unit owners are made exclusively responsible for the maintenance, repair and management of the patio/wooden deck area adjacent to the rear of each Unit.

D. Those portions of the Declaration as amended are attached hereto and supersede, in their entirety, any portion of the Condominium's original Declaration referred to in the attached Amendments.

NOW, THEREFORE, the undersigned officers of Treetops at Brandon Condominium hereby certify that by action in writing without a meeting, 85% all of the unit owners have adopted the Amended Declaration, which Amended Declaration, hereby supersedes, wherever appropriate, any portion of the previous Declaration referred to in these Amendments.

IN WITNESS WHEREOF, the undersigned president and secretary of Treetops at Brandon Condominium have executed this Certificate and affirm its adoption on the 3 day of February, 1995.

Signed and Acknowledged by both in the Presence of:

Hugh F. Miller
Witness

Bruce D. Gallogly
Witness

Blaine T. Sickles
President
[Signature]
Secretary

State of Ohio)
County of Franklin) SS:

The foregoing instrument was executed before me this 3 day of February, 1995, by Blaine T Sickles, the president, and by Peggy Miller, secretary, of Treetops at Brandon Condominium Association, as such officers and on its behalf, who certify the adoption of the foregoing Amended Declaration as stated therein.

Dawn D Carter
Notary Public

DAWN D. CARTER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 16, ~~1990~~
1995

Article VIII, Section (B) Common Areas and Limited Common Areas.

The Association shall maintain, administer, repair and replace all portions of the Common Areas (including Limited Common Areas). All incidental damage caused to a Unit in connection with any work performed on behalf of the Association in or upon any Common Areas, (including Limited Common Areas), shall be promptly repaired at the expense of the Association, except as otherwise provided herein.

However, responsibility to maintain, repair and manage the cement patio or wood deck area adjacent to the rear of each unit that is described in Article VII (A)(2) rests exclusively with the Unit owner.

The Association shall be responsible for the cost of exterminating termites or other wood destroying insects which may enter any Unit, the Common Areas, or Limited Common Areas, and shall be responsible for repairing all damages caused by such insects; all damages caused by such insects; provided that, if such entry is caused by the negligence or misconduct of any Unit owner or occupant, the cost of such extermination or repair shall be charged against such Unit owner.

Article XI, Section (H) Special Individual Unit Assessments.

The Board may levy against one Unit or any number of Units a special assessment to reimburse the Association for costs incurred on behalf of any such Unit(s) that are properly chargeable only to such Unit(s), including without limitation the cost of making repairs which are the responsibility of the Unit owner, the cost of any insurance premium separately billed to the Unit owner, the cost of any Utility expense chargeable to the Unit owner, but not separately billed to the Unit owner by any Utility company, and charges identified in Article XI, Section I of this Declaration, and all other charges deemed to be special individual Unit assessments in this Declaration.

In addition, until such time as the real estate taxes and assessments chargeable against each Unit are divided into separate tax bills, the Association shall pay when due the real estate taxes charged against the entire Condominium property and thereafter collect such tax expense from each Unit owner by means of special assessments charged against each Unit in proportion to the percentage interest of each Unit.

The Board may levy a special individual Unit assessment against the Unit of any Unit owner who violates any rule established by the Board for the regulation of the Condominium property or who permits his family members, guests, invitees or tenants to violate such rule.

With the exception of special assessments charged for violations of this Declaration, the Code of Regulations, or the Rules, the Board shall deliver written notice to the owner of any Unit to be charged with a special individual Unit assessment at least thirty (30) days prior to the date established for payment of the assessment.

Article XI, Section I. Effect of Nonpayment of Assessment:
Remedies of the Association.

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

(b) Late Charge: If any installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at the highest rate of interest permitted by law; (ii) charge a reasonable, uniform late fee, as established by rule from time to time by the Board, and (iii) charge the cost of collection, including reasonable attorneys' fees and other out-of-pocket expenses.

(c) Liability for Unpaid Assessments: All assessments, together with interest, late fees, and costs, including reasonable attorneys' fees, shall be a charge in favor of the Association upon the Unit against which each such assessment is made.

(d) Liability for Attorneys Fees: A Unit owner is responsible for any attorneys' fees that the Association incurs as a result of the Association's:

(i) having to retain counsel to collect money owed to the Association by the Unit owner;

(ii) having to retain counsel to render any legal opinion for the Association if such opinion is necessitated by the Unit owner or his tenant, guest or occupant failing to comply with any provision of this Amended Declaration, its By-laws, any decision by the Board or with Ohio law; and/or

(iii) having to retain counsel to initiate any legal action against a Unit owner or his tenant/occupant as a result of the Unit owner or his tenant/occupant failing to comply with any provision of the Amended Declaration, its By-laws, any decision by the Board or with Ohio law.

(e) Assessment Liens: At any time after any assessment or an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after same is due and payable, the Board may authorize any officer or appointed agent of the Association to file with the Franklin County Recorder's Office a certificate of

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assessment lien for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, costs and reasonable attorneys' fees. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other agent of the Association.

(f) Duration of Assessment Liens: The lien provided for herein shall become effective from the time the Association files the certificate of lien with the Franklin County Recorder's Office and shall continue for a period of five (5) years, unless this lien is released, satisfied or discharged in accordance with Ohio law.

(g) Discharge of Assessment Liens: Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of assessment lien has been filed by the Association) is improper, may bring an action in the court of common pleas of the county in which the Condominium Property is located for the discharge of that lien.

(h) Joint and Several Liability for Assessment Liens: Any assessment, together with interest, late fees, costs and reasonable attorneys' fees, is the joint and several obligation of the Unit owner(s) who owned the Unit at the time when the assessment fell due. This obligation for delinquent assessments shall not pass to a Unit owner's successor in interest, unless the successor in interest expressly assumes this liability or Ohio law requires same. However, the transfer of a condominium ownership interest in a Unit to a purchaser not obligated to pay delinquent assessments shall not impair the Association's lien against such Unit or prohibit the Association from foreclosing such lien.

(i) Legal Action against Delinquent Unit Owners: The Association, as authorized by the Board, may file a lien or liens to secure payment of any delinquent assessment, bring an action at law against the owner or owners personally obligated to pay the same, bring an action to foreclose a lien, or do any one or more of these remedies. In any foreclosure action, the owner or owners affected shall remain liable for all expenses set forth in this Declaration during the pendency of such action so long as the Unit is titled to the owner or owners. As a plaintiff in any such foreclosure action, the Association is entitled to purchase the Unit at the foreclosure sale, if it so chooses. In any such foreclosure action, interest, late charges, reasonable attorneys' fees and the costs of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

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(j) No Set Off: No claim of the Association for assessments and charges shall be subject to any set offs or counterclaims arising from the Association's failing to provide any service required by this Amended Declaration to a Unit owner or owners. A Unit owner can assert a claim for a set off only in a separate action, i.e., having a different case number, which action is independent of any action filed by the Association in a court of law.

(k) Abandonment of Unit: No owner may waive or otherwise escape liability for the assessments provided for in this Amended Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

(l) Voting Rights and Election to Board: If any operating or special assessment against any Unit shall remain unpaid for a period exceeding thirty (30) days after the same shall become due, the Board may suspend the Unit owner's voting rights in the Association for a period beginning on said thirtieth day after the assessment became due and ending on the date such assessment is paid. No Unit owner who is delinquent in his payment of any assessment or any installment of any assessment may be a candidate for the Board.

(m) Notice to Mortgagee: The Board shall notify the holder of a first mortgage on any Unit against which an assessment has been levied and has remained unpaid for a period exceeding thirty (30) days.

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FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TREETOPS AT BRANDON CONDOMINIUM

139542

This will certify that copies of this Fourth Amendment to
Declaration of Condominium Ownership with the Site Plan and
Drawings attached hereto, have been filed in the Office of the
Franklin County Auditor on December 18, 1990.

Palmer C. Muehal (Thomas M. Fang)
Franklin County Auditor

TRANSFERRED
DEC 18 1990
PALMER C. MUEHAL
FRANKLIN COUNTY, OHIO

TIME 11:45 A M
RECORDED FRANKLIN CO., OHIO

DEC 18 1990

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE \$ 223.40

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 49 PAGE 18-22

**SIXTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
TREETOPS AT BRANDON CONDOMINIUM**

This Sixth Amendment to the Declaration of Treetops at Brandon Condominium, ("the Condominium") is made on and as of this 19th day of MARCH 2003, and shall be effective on and as of the date of recordation of this instrument.

BACKGROUND

A. Treetops at Brandon Condominium is a condominium created and existing pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") and by the filing and recording of the Declaration of Condominium Ownership for Treetops at Brandon Condominium recorded in Official Record Volume 10736, page A-11 et seq., ("the Declaration"); the First Amendment to Declaration of Condominium Ownership for Treetops at Brandon Condominium recorded in Official Record Volume 12843, page A-01 et seq., the Second Amendment to Declaration of Condominium Ownership for Treetops at Brandon Condominium recorded in Official Record Volume 13169, pages I-03 et seq., the Third Amendment to Declaration of Condominium Ownership for Treetops at Brandon Condominium recorded in Official Record Volume 14981, pages H-08 et seq. the Fourth Amendment to Declaration of Condominium Ownership for Treetops at Brandon Condominium recorded in Official Record Volume 13257, pages H-12 et seq., and the Fifth Amendment to Declaration of Condominium Ownership for Treetops at Brandon Condominium recorded in Official Record Volume 28441, page H-02 et seq., and the Condominium Drawings of Treetops at Brandon Condominium recorded in Condominium Plat Book 39, page 63 et seq., Condominium Plat Book 43, pages 26 et seq., Condominium Plat Book 43, pages 57 et seq., Condominium Plat Book 46, pages 80 et seq., and Condominium Plat Book 49, pages 18 et seq., with all references being to the records of the Recorder of Franklin County, Ohio.

CERTIFICATE OF AUDITOR

A copy of this Sixth Amendment to the Declaration for Treetops at Brandon Condominium was filed with this office on this 13th day of April, 2003.

Joseph W. Testa / Janet Lanning
Franklin County Auditor

TRANSFERRED
NOT NECESSARY
APR 01 2003
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JW. TESTA
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

B. The Unit owners in the Condominium, being the members of Treetops at Brandon Unit Owners' Association ("the Association"), the duly incorporated and legally authorized and empowered condominium association for the Condominium, exercising the voting power of Unit Owners hereinafter described as necessary to authorize the actions evidenced and memorialized by this instrument, desire, upon application and approval by the Board of Trustees (Board of Managers) of the Association, to permit Unit owners to install, construct and maintain sky lights serving a requesting Unit owner's Unit, even though such sky lights shall be installed in, and the installations shall alter, modify, and effect common area components of the Condominium, upon the assumption by that Unit owner and his, her, its or their successors and assigns in ownership of all risks attendant to the installation, existence, and maintenance of such sky lights, and all repair, replacement, and maintenance obligations with respect to each sky light installed, including common area components of the Condominium that are modified or changed by the installation, or affected thereby.

C. The Unit owners desire to provide that if approved and constructed or installed, each sky light that is installed shall become and be a part of the Unit over which it is installed, and all responsibility for the construction, repair and maintenance of all components of the sky light structure (both interior and exterior, including glass, casing, trim, and all other parts of each sky light) and all areas of the Condominium that are changed, modified, or affected by the installation, forever be the responsibility of the owner, owners and/or the assigns or successors of the owner or owners of the given Unit over which the sky light is erected, and not the responsibility of the Association.

D. Pursuant to Article XVI of the Declaration, as amended, it can be amended by the adoption of such amendment by the Unit owners at a meeting by the affirmative vote of Unit Owners entitled to exercise not less than 75% of the voting power of all Unit owners, or may be adopted by the written approval without a meeting of Unit owners entitled to exercise 85% of the voting power of all Unit owners.

E. This Sixth Amendment to the Declaration does not in any way change or modify any Unit owner's percentage ownership interest in the Common Areas and facilities of the Condominium, nor the designation of any Unit, nor the number or the power of votes of Unit owners in the Condominium. Furthermore, this amendment modifies the Drawings of the Condominium only to the extent that any sky light that a owner or owners construct or cause to be constructed shall be and become a part of the given Unit owner's Unit, and not Common Area or Limited Common Area of the Condominium.

AMENDMENT

NOW THEREFORE, the undersigned officers of the Association hereby certify that at least 75% of all Unit owners in the Condominium have consented to, and have adopted, the following amendments to the Declaration at a meeting of the Members of the Association, or at least 85% of all Unit owners in the Condominium have consented to and have adopted, the following amendments to the Declaration in writings without a meeting of the Members of the Association.

Article VIII of the Declaration is amended by the addition of the following paragraph H:

H. Sky Lights.

1. Upon the submission of an application including plans containing sufficient detail to allow the Board to consider the structural integrity and architectural compatibility of any proposed sky light, and the approval of such application by the Board, a Unit owner or owners in the Condominium shall be permitted and authorized to construct and install or to cause the construction and installation of a sky light in the ceiling and/or roof of and adjacent to and serving his, her or their Unit, notwithstanding the fact that a part of the installation will be in a common area attic or roof. The construction and installation of all sky lights shall be of good quality, shall be compatible in all respects with the existing structures, and shall conform in all respects to the type, color, brand, and installation method and specifications approved or specified by the Board in its approval of any such improvement.

By the Unit owner(s) signature(s) upon an application seeking permission to install a sky light, the Unit owner or owners, acting for himself, herself, itself, or themselves, and acting for and on behalf of all successor owners of that Unit, agrees to indemnify and hold the Association and all other Unit owners harmless from and against any and all claims, demands and suits that arise or accrue in connection with the construction, installation, repair, maintenance, or use of this improvement to the extent that any such claim or loss is not paid by insurance. In the event that any damage is done to any part of the Condominium during construction or installation, or during or as a result of maintenance or any lack of maintenance of the improvement, that damage shall be promptly repaired, at the expense of the owner or owners of the Unit over which the sky light has been constructed or installed.

2. Upon the construction or installation of any sky light in the Condominium, all elements of the sky light structure including, but not limited to, all glass or plastic components, all framing components, all flashing components, and all trim components, shall be deemed to be part of the Unit that is served by the sky light, except for supporting walls, fixtures, and other parts of the building structure that are necessary for the existence, support, maintenance, safety, or comfort of any other part of the Condominium Property. However, for all purposes of repair and maintenance, the owner or owners of the Unit served by any sky light and that owner or owners successors and assigns in ownership of that Unit shall be responsible for repairing and maintaining the entire sky light and structure, as described above, regardless of the classification of the component requiring repair, replacement, or maintenance as a Unit element or a common element. The Association shall cause the improvement to be insured against fire damage under the Condominium master insurance policy, provided that if the insurer can identify the amount of any premium increase attributable to the addition, the owner or owners of any Unit served by such sky light shall be responsible to reimburse the Association for the amount of that premium increase.

3. The Association shall not be responsible for repairing or maintaining any part of the sky light including, but not limited to, the interior or exterior of the ceiling, roof, transparent panes, windows, doors, security devices, or supports, provided, however, that if at any time in the opinion of the Board of Managers repair or maintenance is needed, the Board shall have the

right to require the Unit owner(s) to perform such repair or maintenance, and shall have the option (but not the duty) to cause the repair or maintenance to be done, and thereafter assess the cost thereof against the affected Unit owner, as permitted by the Declaration.

4. Except as otherwise specifically provided herein, the Declaration, as amended, and the Drawings, as amended, remain unaffected and unchanged hereby, and shall continue in full force and effect. All terms of this amendment shall run with the land.

IN TESTIMONY WHEREOF, the undersigned officers of Treetops at Brandon Unit Owners' Association, as such officers, certify that the foregoing amendments were adopted in accordance with the provisions of the Declaration, as amended, on or as of this 22ND day of MARCH, 2003.

TREETOPS AT BRANDON UNIT OWNERS' ASSOCIATION

By Lloyd Casey, PRESIDENT
(Name) LLOYD CASEY (Title)

And By Ralph Hunsler, TREASURER
(Name) RALPH HUNSLER (Title)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The forgoing instrument was executed before me this 22 day of March, 2003 by Lloyd Casey, the President, and by Ralph Hunsler, the Treasurer of Treetops at Brandon Unit Owners' Association, an Ohio corporation not-for-profit, as such officers on its behalf, as the free and voluntary act and deed of the officers and the corporation.



GRETCHEN FRAZIER
Notary Public - State of Ohio
My Commission Expires Feb. 16, 2004

Gretchen Frazier
Notary Public

This instrument prepared by William L. Loveland, Attorney at Law, Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.