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AMENDED

ENABLING DECLARATION AND BY-LAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

AND

CREATING AND IMPOSING

COVENANTS, CONDITIONS, ASSESSMENTS, EASEMENTS AND RESTRICTIONS

FOR

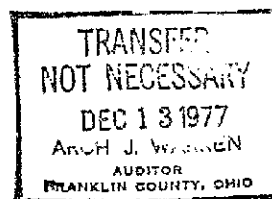
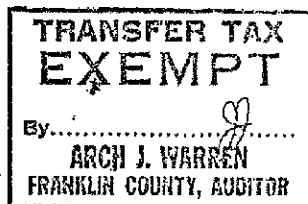
PEPPERTREE CONDOMINIUM SECTION TWO

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December 13, 1977

This is to certify that copies of this amended declaration and amended by-laws for Peppertree Condominium Section Two have been filed this date with the Auditor of Franklin County, Ohio.

Arch J. Warren
Auditor of Franklin County, Ohio



DEC 13 1977
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JAMES A. SCHAEFER, Recorder
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This is an amended enabling declaration ("the Amended Declaration") and attached amended by-laws ("the Amended By-Laws") of Peppertree Condominium Section Two ("the Condominium") made on or as of this 14th day of May, 1977, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio and other applicable law.

RECITALS

A. The Condominium is one of three contiguous condominiums developed by the same developer, having the same style and type of improvements, and sharing usage of certain facilities. The contiguous condominiums are known as Peppertree Condominium Section One and Peppertree Condominium Section Three (the "Contiguous Condominiums").

B. The facilities shared in common ("the Recreation Area") are owned by Peppertree Condominium Association ("the Association"), an Ohio corporation not-for-profit formerly named "Peppertree Recreation Association One".

C. Simultaneously with the execution hereof the unit owners' associations for the Condominium and each of the Contiguous Condominiums have merged into the Association in order to eliminate multiplicity of governing organizations, to simplify operations, and to permanently associate for their common interests.

D. The undersigned constitute members exercising not less than seventy-five percent (75%) of the voting power of all unit owners in the Condominium, and under the terms of the enabling declaration and by-laws for the Condominium superceded hereby, and of law, are authorized and empowered to amend that enabling declaration and those by-laws in order to establish the Association as the unit owners' association for the Condominium and to change and clarify various provisions thereof.

E. Accordingly, by this Amended Declaration and Amended By-Laws attached hereto, the undersigned hereby supercede, in their entireties, the enabling declaration and the by-laws of the Condominium, and all amendments thereto, which enabling declaration and by-laws are recorded in Deed Book 3370, pages 265-290, inclusive, Franklin County Recorder's Office.

F. This Amended Declaration and Amended By-Laws 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, which drawings shall remain unaffected by the adoption of these amended documents, and shall continue in full force and effect. The drawings are recorded in Condominium Plat Book 2, pages 672-675, inclusive, Franklin County Recorder's Office.

THE AMENDED PLAN

NOW THEREFORE, the undersigned, declaring the previously described enabling declaration and by-laws superceded and void, hereby make and establish the following Amended Declaration and Amended By-Laws, creating these covenants, conditions, agreements, assessments, easements and restrictions, which shall run with the land and shall be binding on and inure to the benefit of the unit owners and all subsequent owners of all or any part of the Condominium, together with their respective grantees, successors, heirs, executors, administrators, devisees and assigns:

ARTICLE I. DESCRIPTION OF THE PROPERTY

All of the property of the Condominium (and subject hereto) consists of all of the Units and the respective interest of every Unit in the Common Areas and Facilities of the Condominium in the City of Columbus, County of Franklin, and State of Ohio, as

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the same are labeled, delineated and described herein and on the aforesaid drawings. (These Units and the Common Areas and Facilities were described, delineated and labeled identically herewith in the aforescribed superceded enabling declaration).

A description of the Units constituting part of the Condominium, as they were described prior to the recording hereof, is attached hereto and marked "Exhibit A".

ARTICLE II.

NAME

The name by which the Condominium property shall be known is "Peppertree Condominium Section Two".

ARTICLE III.

UNIT OWNERS ASSOCIATION

Section 1. Establishment of the Association. The Association has been formed to be and to serve as the unit owners' association of the Condominium, as the unit owners' association for the Contiguous Condominiums, and to hold title to, operate, maintain and administer the Recreation Area. The Association has adopted amended articles of incorporation ("the Amended Articles") simultaneously with the execution hereof, and filed the same with the Ohio Secretary of State.

Section 2. Membership. Each person or entity who is a record owner of a fee or undivided fee interest in any Unit in the Condominium, or in any Unit in the Contiguous Condominiums, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

Section 3. Voting Rights. Except as hereinafter specifically provided otherwise, each member of the Association shall be entitled to one vote for each Unit owned in the Condominium, or in the Contiguous Condominiums, and a proportionate part of a vote for a proportionate part of the fee simple interest therein. Notwithstanding the foregoing, with respect to any matter required by law to be determined solely by the unit owners of the Condominium, (such as to dissolve the Condominium), only those who own Units in this Condominium shall have the right to vote.

Section 4. Board of Trustees (Managers). The Board of Trustees (Managers) of the Association shall be of the number, selected in the manner, serve the term of office, and have the authority, set forth in the Amended By-Laws and Amended Articles. The Board of Trustees shall have all authority to manage, repair, replace and improve the Common Areas and Facilities, and the Recreation Area, assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by law for a condominium association, this Amended Declaration, the Amended By-Laws, the enabling declarations of the Contiguous Condominiums, and the Amended Articles, not specifically reserved to members or required by law to be done otherwise.

Section 5. Delegation of Authority. The Association, by its Board of Trustees, may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on no more than thirty (30) days written notice, shall be terminable by either party, without cause, on no more than ninety (90) days written notice, and shall not exceed one year, unless renewed by agreement of the parties for successive one-year periods.

Section 6. Agent for Service. The agent of the Association to receive service of process for the Association shall be such person or entity as is named, from time to time, as the statutory agent of the Association by such designation so filed with the offices of the Secretary of State of Ohio.

ARTICLE IV.

PURPOSES

The purposes of the Condominium are to establish separate individual parcels from the Condominium, ("Units"), to which fee simple interests may be conveyed, for use for single family residential living, to provide for the preservation of the values of Units, and the Common Areas and Facilities, as hereinafter defined, to provide for and promote the benefit and well-being of the Unit owners, their families, and other residents of Units, and to provide for their enjoyment of ownership and occupancy, to provide for the administration and enforcement of the covenants, easements, charges and restrictions hereinafter set forth, and to provide for the raising of funds through assessments to accomplish these purposes.

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ARTICLE V.

GENERAL DESCRIPTION OF BUILDINGS

There are ten buildings constructed on, and a part of, the Condominium. All buildings are two story structures containing two townhouse residence units of two floors and a basement, one single floor ranch unit with basement, and one single floor carriage unit located over a ground floor garage having parking space for four automobiles. All buildings are constructed of wood frame, faced with brick veneer or with aluminum siding or textured hardboard siding or a combination thereof. The location of each building in the Condominium and its location with respect to every other building is shown on the attachment hereto marked "Exhibit B".

ARTICLE VI.

UNIT DESIGNATION AND DESCRIPTION

Section 1. Unit Designations. As shown on the attachment hereto marked "Exhibit C", each Unit is assigned a Unit Number. For conveyance purposes, the proper designation of a unit is by its Unit Number, as shown on Exhibit C, such as "Unit Number 33 of Peppertree Condominium Section Two."

The Units are located in either one or two type buildings of standard interior design, designated Building Type F and Building Type G. Each F type building is composed of four types of Units, as follows:

One Unit type 3GL or 2G, one Unit type 2 THL,
one Unit type 2 THR, one Unit type 2R.

Each G type of building is composed of four types of Units, as follows:

One Unit type 3 GR or 2G, one Unit type 3 THL,
one Unit type 3 THR, one Unit type 3 R

Unit type 3R consists of a living room, dining alcove, three bedrooms, one and one-half baths and kitchen, all located on a ground floor, with a basement, commonly described as a ranch unit, containing about 1,030 square feet of area, with access to a patio (a "Limited Common Area" described hereafter) immediately adjacent to the Unit and with access to a common sidewalk from the front door of the Unit.

Each unit type 3THL and 3 THR consists of living room, dining room, kitchen, one and one-half baths and three bedrooms located on two floors, with basement below the first floor, commonly described as a three-bedroom townhouse and containing about 1,140 square feet of area, with access to a ground floor patio (a Limited Common Area described hereafter) immediately adjacent to the Unit, and with access to a common sidewalk adjacent to the ground floor front door of the Unit.

Each unit type 3GL, 3GR and 2G consists of a living room, dining alcove, kitchen, one bath and two bedrooms, with the 3GL and 3GR units containing a den and the 2G unit containing a closet and storage area in place of the den, located on the second floor above the garage area, commonly described as a carriage house, containing about 920 square feet of area, with access to a sundeck (a Limited Common Area described hereafter) and with access to a common sidewalk from a stairway from the second to the ground floor.

Unit type 2R consists of a living room, dining room, kitchen, and bath and two bedrooms located on the ground floor, with a basement, commonly known as a ranch unit, containing about 890 square feet of area, with access to a patio (a Limited Common Area described hereafter) immediately adjacent to the Unit, and with access to a common sidewalk adjacent to the front door of the Unit.

Each unit type 2THL and 2THR consists of a living room, dining room, kitchen, one and one-half baths and two bedrooms located on two floors, with basement below the first floor, and commonly described as a two bedroom townhouse, containing about 930 square feet of area, with access to a ground floor patio (a Limited Common Area described hereafter) immediately adjacent to the Unit and with access to a common sidewalk adjacent to the ground floor front door of the Unit.

Section 2. Unit Composition. Each unit shall consist of the area within the interior surfaces of its perimeter walls, floors and ceilings, including windows and doors in the perimeter walls but shall exclude supporting walls, fixtures (including water and gas pipes, electrical wires and conduits or other public utility lines and heating and air conditioning ducts and vents) and other parts of the building which are within the boundaries of a Unit and which are necessary for the existence, support, maintenance, safety, or comfort of any other part of the Condominium or which serve more than one Unit or which are a part of central and appurtenant installations for utility and similar services for the whole Condominium.

Section 3. General. Each unit, together with its undivided interest in the Common Areas and Facilities, shall for all purposes constitute real property and shall be deemed real estate for all purposes under law. Each Unit owner is entitled to the exclusive ownership and possession of his or her Unit and to ownership of an undivided interest in the Common Areas and Facilities in such percentage as is set forth in Exhibit C. In any deed, mortgage, lease or other instrument of conveyance or encumbrance of, or by which a lien is created upon, any interest or estate in a Unit or Units within the Condominium, it is sufficient to describe any such Unit or Units by setting forth the name of the Condominium, the Unit designation of the Unit as it appears on Exhibit C, and the numbers of the volumes and initial pages of the records of the Office of the Recorder of Franklin County where this Amended Declaration and the Drawings are recorded. Any such designation shall encompass and be deemed to encompass each and every separate portion of the Unit identified herein and in the Drawings as part of that Unit. Each Unit and its percentage of interest in the Common Areas and Facilities shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or part of the Condominium shall be charged with the payment of those taxes and assessments.

ARTICLE VII. DESCRIPTION OF COMMON AREAS AND FACILITIES

The Common Areas and Facilities shall be owned by the Unit owners as tenants in common and shall be administered and maintained by the Board of Trustees of the Association. All costs of administration,

maintenance, repair and replacement of the Common Areas and Facilities shall be common expenses. "Common Areas and Facilities" consists of all parts of the Condominium and the improvements now or hereafter constructed thereon, other than the Units and Limited Common Areas and Facilities, and include, without limitation:

(a) The land description in this Amended Declaration.

(b) The foundations, columns, girders, beams, supports, supporting walls, roofs, and any other parts of the buildings, whether within or without the boundaries of a Unit, which are necessary for the existence, support, maintenance or safety of any other part of the Condominium.

(c) Installations of central services for power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether or not located in Common Areas and Facilities and all other apparatus and installations existing for common use.

(d) The yards and grounds, gardens and outside parking areas.

(e) All other parts of the Condominium necessary or convenient to the existence, maintenance and safety of the Condominium.

ARTICLE VIII. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

There is reserved for the use of each Unit, to the exclusion of all other Units, a patio - or a sundeck, in the case of 3GL, 3GR and 2G second floor or carriage house type units. There is also reserved for the use of each Unit, a permanent parking space in the covered area below the unit types 3GL, 3GR and 2G, with each parking space being designated by a letter corresponding to the letter of the Unit to which it is assigned. These areas are all called "Limited Common Areas and Facilities" herein.

ARTICLE IX. PERCENTAGE OF INTEREST OF UNITS

The interest of each Unit in the Common and Limited Common Areas and Facilities of the Condominium and the respective shares of the owners of such Units in the common expenses of the Condominium are in the proportion that the fair value of the Unit bears to the aggregate value of all of the Units as shown on Exhibit D. The percentage of interest of each Unit and its owner or owners shall not be changed except by an amendment to this Amended Declaration unanimously approved by all Unit owners affected and the prior written approval of each institutional holder of a first mortgage on any Unit in the Condominium. The Common Areas and Facilities shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas and Facilities. Further, the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance or encumbrance.

ARTICLE X. EASEMENTS

Section 1. Easements of Enjoyment. Each Unit owner shall have a right and easement of enjoyment in and to the Common Areas and Facilities, which may be delegated to that Unit owner's family; tenants, or contract purchasers who reside in that Unit, subject to the right of the Association to dedicate or transfer all or

any part of the Common Areas and Facilities to any public agency, authority, or utility for such purposes and to such conditions as may be agreed to by the Unit owners and holders of all first mortgages on Units in the Condominium. Such dedication or transfer shall be effective if an instrument signed by Unit owners constituting seventy-five percent (75%) of the voting power of Unit owners and all of such mortgagees, agreeing to such dedication or transfer, has been recorded, and upon such recording the areas so dedicated shall be deemed to have been removed from the Condominium, any other provision of Chapter 5311 of the Revised Code of Ohio as to the affirmative agreement or vote on such a matter to the contrary notwithstanding.

Section 2. Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through all of the Condominium, including each Unit, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of any items, Units, things, or areas of or in the Condominium.

Section 3. Easements for Encroachments. Each Unit and the Common Areas and Facilities shall be subject to an easement for encroachments on any other Unit and upon the Common Areas and Facilities, created by deviations in construction, reconstruction, repair, shifting, settlement, overhangs, or movement. A valid easement for these encroachments and for the maintenance of same, so long as it stands, shall and does exist.

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

Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium, easements to the Association and to the utility company involved, for ingress and egress to, and the installation, replacing, repairing, and maintaining of all utilities, including, but not limited to water, sewers, gas, telephone, electricity, and cable television. By this easement it shall be expressly permissible for the providing utility company to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of any Unit or the Common Areas and Facilities. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Trustees shall have the right to grant such easement without conflicting with the terms hereof.

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

Section 7. Cross-Condominium Easements. The owners of Units in the Contiguous Condominiums have, by the enabling declarations for those condominiums, granted to the Condominium and its Unit owners easements and rights-of-way for pedestrian and vehicular ingress and egress over and upon the walkways and roadways of those Condominiums, easements for repairing and replacing all existing storm sewer systems and roadways used by those Unit owners in those Contiguous Condominiums, and easements for the subterranean installation, maintenance and repair of any pipe, cable, or other conduit of liquids or energy supplying water, sewerage, telephone, radio, television, electricity, heat or other similar services

to the Condominium. By the enabling declaration hereby superseded the owners of units in the Condominium granted like easements and rights-of-way to the unit owners of the Contiguous Condominiums. By this Amended Declaration those easements and rights-of-way are hereby reconfirmed, restated and reestablished.

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ARTICLE XI.

RESTRICTIONS

Section 1. Use. The Condominium shall be used for single family residential purposes and for no other purpose.

Section 2. Renting and Leasing. Except with respect to a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and like services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall provide that the lease shall be subject in all respects to the provisions hereof and of the Amended By-Laws, and that the failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases must be in writing.

Section 3. Exterior Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in any outside portion of a Unit, other than normal outdoor furnishings in patios, without the prior written consent of the Association's Board of Trustees, which consent may be withheld for any reason satisfactory to it.

Section 4. Common Area Use. No part of the Common Areas and Facilities or the Recreation Area shall be used by anyone other than the Association for the storage or maintenance of any signs, goods, machinery, material or other item or device, nor shall clothes, sheets, blankets, laundry or other articles of any kind be hung out or exposed on any part of the Common Areas and Facilities or the Recreation Area visible from the outside, nor on any other portion thereof. Playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities or the Recreation Area, shall be in accordance with the rules and regulations therefor adopted from time to time by the Board of Trustees.

Section 5. Rules and Regulations. The Association's Board of Trustees may, from time to time, adopt reasonable rules and regulations for use of the Common Areas and Facilities, and the Recreation Area, which rules and regulations shall be enforceable as fully and to the same extent as all other restrictions herein.

Section 6. Nuisances.

A. No noxious or offensive activity shall be carried on upon any Unit, or the Common Areas and Facilities or the Recreation Area, nor shall any be used in any way or for any purpose which may endanger the health or unreasonably disturb any Unit owner or any resident of a Unit.

B. The parking of inoperative or unlicensed motor vehicles, or any

similar items, on either the Common Areas and Facilities or the Recreation Area shall per se constitute a nuisance, and the Association's Board of Trustees shall have the explicit authority to remove any such vehicle, at the cost of the owner thereof, at any time twenty-four (24) hours or more after a notice has been placed thereon demanding its removal. The performance of mechanical work on a vehicle on the Common Areas and Facilities or in any portion of a Unit visible to others, or in the Recreation Area, shall per se constitute a nuisance.

Section 7. Signs. No sign of any kind shall be displayed to the public view in the Condominium, or in the Recreation Area, except subject to rules and regulations as the Board of Trustees may from time to time establish.

Section 8. Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. There shall not be constructed or maintained on any portion of the Common Areas and Facilities not presently devoted to residential buildings or on the Recreation Area, anything other than facilities for the common use of all Units.

Section 9. Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas and Facilities, which will impair or change the structural integrity of any improvement.

Section 10. Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities reserved pursuant to the provisions hereof, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

Section 11. Subdividing. Without the approval of Unit owners of the Condominium exercising not less than seventy-five percent (75%) of their voting power, and the approval of all holders of first mortgage liens on the Units affected, neither the Association nor any member or members shall partition or subdivide any Unit or the Common Areas and Facilities.

Section 12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Unit, excepting household domestic pets not bred or maintained for commercial purposes, may be maintained in a Unit, provided that no animal shall be permitted on the Common Areas and Facilities or the Recreation Area except while under the control of and maintained by a responsible person, and subject to such rules and regulations as the Board of Trustees may from time to time establish.

Section 13. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or

other outbuilding shall be used on any Unit or on the Common Areas and Facilities at any time as a residence, either temporarily or permanently.

Section 14. Garbage and Refuse Disposal. No Unit or part thereof nor the Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Water Supply. No individual water supply system shall be permitted in any Unit.

Section 16. Sewage Disposal. No individual sewage disposal system shall be permitted in any Unit.

Section 17. Exclusive Use. Except as otherwise provided herein, the Common Areas and Facilities and the Recreation Area shall be used for the sole and exclusive use, benefit, and enjoyment of members of the Association for the following purposes and no others: streets, sidewalks, footways, parking areas, drives, common areas, maintenance areas, utility lines, recreation areas, playgrounds, athletic areas, picnic areas, and like facilities, including buildings, structures, and all personal properties incidental thereto.

Section 18. Discrimination. No action shall be taken at any time by the Association or its Board of Trustees which would discriminate in any manner against any member or members in favor of another.

Section 19. Architectural Control. No building, fence, wall, sign, or other structure shall be commenced, erected, or maintained upon the Condominium, nor shall any exterior addition to or change or alteration therein be made except with the approval of the Board of Trustees, or by an architectural committee composed of three (3) or more representatives appointed by the Board, nor shall any improvements be made so as to extend a Unit or Limited Common Areas and Facilities onto the Common Areas and Facilities.

Section 20. Arbitration. In the event of any dispute between members as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board of Trustees specifying the dispute. The Board of Trustees shall set a time, date, and place for a hearing thereon within twenty (20) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board of Trustees shall thereupon hear such evidence on the dispute as the Board deems proper, and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had. Notwithstanding the foregoing, nothing contained herein shall require the Board of Trustees to hear or determine disputes or grievances that are essentially disputes between Unit owners.

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ARTICLE XII.

MAINTENANCE AND REPAIR

Section 1. General Maintenance and Repair. The Association shall maintain, repair, and operate all Common Areas and Facilities and the Recreation Area, including but not limited to buildings, utility facilities serving more than one Unit, utility lines in the Common Areas and Facilities and the Recreation Area, exterior lighting, lawns, shrubs, trees, interior drive areas, walkways, community building, swimming pool, and recreation areas. The Association shall also provide maintenance and repair to the buildings and structures of which Units are a part, including but not limited to painting, repair and replacement of roofs, gutters, downspouts, and exterior building surfaces and other exterior improvements, excluding glass surfaces. The following items within or associated with a Unit shall not be included in the general maintenance to be performed by the Association, but shall be maintained by the Unit owner: glass surfaces, interior of patios and garages, including the painting of the interior surfaces thereof, screens and screen doors, storm windows and storm doors, fixtures and equipment installed within structures on a Unit, and serving only that Unit, commencing at a point where the utility lines, pipes, wires, conduits, or systems enter the interior of the perimeter walls of a Unit, and any ground surface to the extent a part of a Unit.

Section 2. Individual Unit Maintenance. If the need for maintenance or repair of the exterior of a particular Unit, or of any part of the Common or Limited Common Areas and Facilities or the Recreation Area, is caused by the negligent or intentional act of any Unit owner or persons residing in any Unit within the Condominium, the Association shall maintain or repair the same, but the cost of such maintenance and repair shall constitute a special individual unit assessment on the Unit owned by such Unit owner or occupied by such persons. The determination that such maintenance or repair has been so caused shall be made by the Board of Trustees. Maintenance and repair of all portions of a Unit other than that specifically hereinbefore provided to be maintained and repaired by the Association, including, without limitation, the interior of a Unit, including the interior but excluding the exterior of patio fences, shall be by the Unit owner. If a Unit owner shall fail to maintain his or her Unit and improvements situated thereon to such an extent that, in the opinion of the Board of Trustees, conditions are of such an emergency condition as to require maintenance, repair, or service for purposes of protecting the public safety of residents in or visitors to the Condominium, or to prevent or avoid damage to or destruction of any part, portion, or aspect of the value of the Condominium, the Association shall have the right, after approval of the Board of Trustees, to enter upon said Unit and to maintain, repair, or service the same. The cost of such maintenance, repair, or service shall be added to and become a special individual unit assessment, as hereinafter provided.

ARTICLE XIII.

INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board of Trustees shall have the authority to and shall obtain insurance for all buildings, structures, or other improvements now or at any time hereafter constituting a part of the Common Areas and Facilities and the Recreation Area, against loss or damage by fire, lightning, and such perils as are comprehended within the term "extended coverage", and vandalism and malicious mischief, in an amount no less than the full replacement value (100% of current replacement cost exclusive of land, foundation, excavation, and other items normally excluded from coverage), with an "agreed amount endorsement", or its equivalent, and, if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement", or the

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equivalent. This insurance shall be obtained from a fire insurance company authorized to write such insurance in the State of Ohio, which has a general policy holder rating of no less than BBB+, as determined by the then latest edition of Best's Insurance Reports, or its successor guide. This insurance may provide for built-in or installed fixtures and equipment. This insurance shall be written in the name of the Association as trustee for each of the Unit owners in the proportions of their respective insurable interests, with standard loss payable clause for those respective proportions to the individual Unit owner's respective first mortgagee. Each Unit owner shall be provided with a certificate or other evidence of such insurance. In the event that an individual Unit owner's first mortgagee requires fire and extended coverage insurance in amounts greater than the proportionate amount of such insurance of the Association allocable to that Unit, the Association shall obtain the same, if possible, but the cost thereof shall be borne by the Unit owner.

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This insurance shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment, and all causes and rights of recovery against any Unit owner, member of his or her family, or other occupant of a Unit, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy. All such insurance shall provide that the Board of Trustees is appointed attorney-in-fact for the Association and all Unit owners to negotiate loss adjustment on the policy or policies.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities and the Recreation Area, insuring the Association, the members of the Board of Trustees, and the members, and members of their respective families and other persons residing in the Condominium, with such limits as the Trustees may determine, covering all claims for personal injury and/or property damage arising out of a single occurrence. This insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered with respect to developments similar in construction, location, and use. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a member because of negligent acts of the Association or other members.

Section 3. Other Association Insurance. In addition, the Association may purchase and maintain contractual liability insurance and such other insurance as the Board of Trustees may determine.

Section 4. Members' Insurance. Any member may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner may determine, subject to the provisions hereof, and provided that no Unit owner may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to chattels, and losses to improvements within a Unit owned by a Unit owner, provided the latter is limited to the type and nature of coverage commonly referred to as "tenant's improvements and betterments". All such insurance separately

carried shall contain a waiver of subrogation rights by the carrier as to the Association, its Trustees, and negligent members.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Area and Facilities or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas and Facilities or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration, or reconstruction, then such repairs, restoration, or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration, or reconstruction of the improvements serving a Unit bears to the total cost of repair, restoration, or reconstruction. Should any Unit owner refuse or fail after reasonable notice to pay his, her, or its share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed to such owner, and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments.

Section 7. Mortgagees' Interests. Notwithstanding any other provision hereof, in the event of substantial damage to or destruction of any Unit or any part of the Common Areas and Facilities, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction, and nothing contained herein shall entitle a Unit owner, the Association, or any other party to priority over such institutional holder with respect to the distribution of any insurance proceeds allocable to that Unit and its interests in the Common Areas and Facilities, or in violation of the rights of any such institutional first mortgagee under the terms of its mortgage.

Section 8. Fidelity Bonds. The Board of Trustees shall obtain fidelity bond coverage with respect to any person or entity handling Association funds, in an amount no less than 150% of the amount reasonably estimated to be handled annually by that person or entity on behalf of the Association.

ARTICLE XIV.

CONDEMNATION

In the event any Unit or portion thereof or the Common Areas and Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to the distribution to such Unit of the net proceeds of any award or settlement. Each Unit owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition.

ARTICLE XV.

RECREATION AREA

The Association owns the Recreation Area, which consists of a swimming pool, community building, and surrounding green area. A description of that area is attached hereto and marked "Exhibit D". The Association also has an easement to utilize nearby tennis courts, and may acquire the same. These facilities are likewise part of the Recreation Area. The cost of owning, maintaining, and operating the Recreation Area shall be shared equally by all members of the Association, and shall be assessed and collected in the same manner, and subject to the same terms and conditions as are set forth in Article XVI hereof for the assessment and collection of Annual Operating Assessments, except, as noted, these costs shall be shared equally by the owners of Units in the Condominium and the owners of units in the Contiguous Condominiums.

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ARTICLE XVI. ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit owned within the Condominium hereby covenants, and each member by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) Annual Operating Assessments, (2) Special Assessments for Capital Improvements, and (3) Special Individual Unit Assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Condominium, the Contiguous Condominiums, and the Recreation Area, and for the improvement, replacement, repair, and maintenance of the Common Areas and Facilities and the Recreation Area.

Section 3. Elements-Appportionment: Due Dates.

A. Annual Operating Assessments.

- (1) Prior to the beginning of each assessment year, (as determined by the Trustees), the Board of Trustees shall estimate, and prorate among the Condominium and Contiguous Condominiums, in the proportion of the number of units in each, the following:
 - a. The estimated next assessment year's cost of the maintenance, repair, and other services to be provided by the Condominium and the Contiguous Condominiums;
 - b. The estimated next assessment year's costs for insurance and bond premiums to be provided pursuant hereto and to the Contiguous Condominiums;
 - c. The estimated next assessment year's costs for utility services not separately metered for all three condominiums;
 - d. The estimated amount required to be collected to maintain a general operating fund to assure availability of funds for normal operations of the Association;
 - e. Amounts reasonably estimated by the Trustees to be placed in a reserve fund for capital

repairs and replacements to maintain a balance reasonably calculated to meet the capital repair and replacement needs of the Association. (All such funds shall be maintained in a federally insured account or accounts or certificate or certificates of deposit.)

- f. The estimated next assessment year's costs for the operation, management, and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies, and materials for operating the Association, and the salaries, wages, payroll charges, and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded; and
 - g. The estimated next assessment year's cost of owning, operating, and maintaining the Recreation Area.
- (2) The Board of Trustees shall thereupon allocate the Condominium's share of these expenses (except g.) to each Unit owner in the proportion of the interest of each Unit in the Common Areas and Facilities, as set forth in Exhibit C, add to it an equal prorata share of the expense labeled "g", above (the Recreation Area cost), and thereby establish the Annual Operating Assessment for each separate Unit.
 - (3) The Annual Operating Assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any member from prepaying assessments annually, or in semi-annual or quarterly installments in advance. The due dates of any such installments shall be established by the Board of Trustees, and, unless otherwise provided, the Association shall collect on or before the first day of each month from the member or members who own the Unit one-twelfth (1/12) of the Annual Operating Assessment for that Unit.
 - (4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board of Trustees among the Units on the same bases as heretofore set forth.
 - (5) If assessments collected during any assessment year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be allocated and paid into the reserve fund applicable to that type of expense, or, at the discretion of the Board of Trustees, held for future operating expenses, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to members.
 - (6) Notwithstanding the foregoing provisions, the share or obligation of any Unit for purposes of the levy of these assessments and charges and the interests of Units and their respective owners in the event of distribution shall not be changed except upon the prior written approval of all of

the holders of first mortgage liens on individual Units.

B. Special Assessments for Capital Improvements.

- (1) In addition to the Annual Operating Assessments hereinbefore authorized, the Board of Trustees may levy, in any assessment year, special assessments to construct, reconstruct, or replace capital improvements on the Common Areas and Facilities or the Recreation Area, to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior affirmative vote of members exercising no less than seventy-five percent (75%) of the voting power of members of the Association and the affirmative vote of members exercising seventy-five percent (75%) of the voting power of Unit owners of the Condominium, and the written approval of the holders of all first mortgage liens on individual Units.
- (2) Any such assessment with respect to the Common Areas and Facilities shall be prorated among all Units in the proportion that the percentage of interest of each such Unit is in the Common Areas and Facilities, and any such assessment with respect to the Recreation Area shall be prorated equally among all Units and all units in the Contiguous Condominiums. These assessments shall become due and payable on such date or dates as the Board of Trustees determine and give written notice to the members.
- (3) The share of each Unit for any such assessment shall not be changed unless all holders of first mortgage liens on individual Units shall have given their prior written approval.

C. Special Individual Unit Assessments.

The Board of Trustees may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units, pursuant to the provisions of Article XII, Section 2, hereof (Individual Unit Maintenance). Any such assessment shall become due and payable on such date as the Board of Trustees determines, and gives written notice to the member or members subject thereto.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board of Trustees to the member subject thereto at least fifteen (15) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a member's Unit shall constitute notice to that member, unless the member has delivered written notice to the Board of Trustees of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that member.

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

- A. If any assessment or any installment of any assessment

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is not paid within thirty (30) days after the same has become due, the entire unpaid balance of the assessment shall, at the option of the Board of Trustees, without demand or notice, forthwith become due and payable, and bear interest thereafter at the rate of eight percent (8%) per annum.

- B. Annual operating and both types of special assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.
- C. At any time after an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the entire unpaid balance of that assessment, interest and costs, may be filed with the Recorder of Franklin County, pursuant to authorization given by the Board of Trustees. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other officer of the Association designated by the Board of Trustees.
- D. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien 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 as hereinafter provided.
- E. Any member who believes that an assessment chargeable to his, her, or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may, after a hearing before the Board of Trustees, bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.
- F. Each such assessment, together with interest and costs, shall also be the joint and several personal obligation of the members who owned that Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, and costs shall not be the personal obligation of that member or members' successors in title unless expressly assumed by the successor, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.
- G. The Association, as authorized by the Board of Trustees, may file a lien to secure payment of the entire unpaid balance of a delinquent assessment, interest and costs, and bring an action at law against the member or members personally obligated to pay the same, or an action to foreclose the lien, or any one or more of these. In any such foreclosure action, the member or members

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affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law. Notwithstanding the foregoing, the Association shall notify the holder of the first mortgage of record on a Unit in writing, of its intention to foreclose its lien, no fewer than thirty (30) days prior to instituting an action to foreclose such lien, and, until the expiration of said thirty (30) days, such holder shall have the right to cure the default.

- H. No member may waive or otherwise escape liability for the assessments provided for in this Amended Declaration by non-use of the Common Areas and Facilities or the Recreation Area, or by abandonment of his, her, or its Unit.

Section 6. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed and recorded first mortgage on a Unit, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser took title to that Unit. The Association shall notify the holder of the first mortgage of record on a Unit, in writing, of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations hereunder which is not cured within thirty (30) days.

Section 7. Local Government Assessments. In the event any governmental body should, in connection with a sewer, water, street, street lighting, or sidewalk improvement, or similar improvement, or maintenance program, or other governmental action, levy an assessment against all or part of the Common Areas and Facilities or any Unit or Units, those assessments shall be shared equally among all Unit owners in proportion to their interest in the Common Areas and Facilities, and, if the same is levied against and paid by the Association, or if it voluntarily pays the same, the same shall forthwith upon such payment be assessed by the Association, in like proportions, among all Units and their owners, in the same manner as a special assessment for capital improvements.

Section 8. Certificate Regarding Assessments. The Association shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, secretary, or other designated officer of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVII. AMENDMENTS

Except as hereinafter provided, this Declaration may be amended only with the approval of (a) members exercising not less than seventy-five percent (75%) of the voting power of members, (b) Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners in the Condominium, and (c) if material to the rights of a mortgagee, the approval of all holders of first mortgage liens on Units. Notwithstanding the foregoing,

the Trustees are hereby granted the right and power, and each member by acceptance of a deed to a Unit, is deemed to and does give and grant to the Trustees a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by the Trustees), for a period of three (3) years from the date hereof, to amend this Amended Declaration and to execute any and all documents deemed necessary or desirable by the Trustees to conform to the requirements then governing the purchase of mortgages by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, and the insurance of mortgages by the Veterans Administration, provided that no such amendment shall be made without the written consent of all of the then holders of first mortgage liens on Units and of all of the aforesaid organizations holding or insuring mortgages on Units. Any amendment, or amendment of the Amended By-Laws or Drawings, shall be effective upon the filing of a copy of such amendment with each of the Auditor and the Recorder of Franklin County, Ohio, acknowledged and witnessed, in the manner provided by Section 5311.05 of the Revised Code of Ohio, by the president and secretary of the Association, who certify therein that such amendment was adopted by the vote required herein.

ARTICLE XVIII. GENERAL PROVISIONS

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

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, the Association, and each member, 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 now or hereafter imposed by or through the Association's rules and regulations. Failure by the Association or by any member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien, or charge. The Association shall not deliberately refuse to enforce the provisions hereof and will not discontinue or terminate its operations without the prior written approval of the holders of all first mortgage liens on Units.

Section 3. Notice to Mortgagees. Notwithstanding any other provision hereof, the Association shall notify the holder of the first mortgage lien on a Unit, in writing, of any default by the owner of such Unit in the performance of that owner's obligations under any of the organization documents of this Condominium which is not cured within sixty (60) days.

Section 4. Notice of Mortgages. Any Unit owner who mortgages his, her, or its Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain a record thereof.

Section 5. Severability. Invalidation of any one or more of these covenants, conditions, restrictions, or easements by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event any language

of this Amended Declaration conflicts with mandatory provisions of Ohio statutory law, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided, such invalidity shall in no wise affect any other provisions of this Amended Declaration which shall remain in full force and effect.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation, partnerships, men, or women, shall in all cases be assumed as though in such case fully expressed.

Section 7. Captions. The captions of the various provisions of this Amended Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, Unit owners of the Condominium representing seventy-five percent (75%) of the voting power of the Condominium have executed this document on the several sheets that follow, on the date hereinbefore first set forth.

THIS SPACE INTENTIONALLY LEFT BLANK.

This instrument prepared by Richard L. Loveland, attorney at law,
50 West Broad Street, Columbus, Ohio 43215.

CERTIFICATE

The undersigned, the owner or owners of Unit Number 33,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ~~Two~~ ^{ONE} to, "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 19 day of MAY, 1977.

Signed and acknowledged
in the presence of:

Robert O. Chick Barbara Rains Parchem
Richard L. Loveland _____
Sole Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared BARBARA RAINS PARCHEM and
who acknowledged
the signing of the foregoing certificate to be their/his/her
free and voluntary act and deed the date last hereinbefore
set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY AT LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

CERTIFICATE

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The undersigned, the owner or owners of Unit Number 34,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ~~Two~~^{ONE} to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 19 day of MAY, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland David P. Blackmore
Robert D. Cliff Katharine M. Blackmore
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared David P. Blackmore and
Katharine M. Blackmore, who acknowledged
the signing of the foregoing certificate to be their/his/her
free and voluntary act and deed the date last hereinbefore
set forth.

Richard L. Loveland
Notary Public
RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC FOR THE STATE OF OHIO
LIFETIME COMMISSION

CERTIFICATE

The undersigned, the owner or owners of Unit Number 35, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} Two to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19 day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland

Paul Host

Judith L. Wallis
SOLE Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Judith L. Wallis, and the signing of the foregoing certificate to be their/his/her free and voluntary act and deed the date last hereinbefore set forth.

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

Richard L. Loveland
Notary Public

CERTIFICATE

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The undersigned, the owner or owners of Unit Number 37, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~TWO~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Lovell Renneth H. Mills
Robert O. Clark _____
Sole Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared RENNETH MILLS and Richard L. Lovell, who acknowledged the signing of the foregoing certificate to be their/his/hers free and voluntary act and deed the date last hereinbefore set forth.

Joan M. Kalinoski
Notary Public

Joan M. Kalinoski
Notary Public, Franklin Co., Ohio
My Commission Expires Dec. 17, 1979

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CERTIFICATE

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The undersigned, the owner or owners of Unit Number 38, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE}Two to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of MAY, 1977.

Signed and acknowledged
in the presence of:

Craig J. Blaine
Keith D. Newson

Renée DeCapite
Clara DeCapite
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state appeared RENEE DECAPITE and CLARA DECAPITE, who acknowledged the signing of the foregoing certificate to be ~~theirs~~ theirs their free and voluntary act and deed the date last hereinbefore set forth.



Craig J. Blaine
Notary Public
CRAIG J. BLAINE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 22, 1980

CERTIFICATE

VOL 3627 PAGE 157

The undersigned, the owner or owners of Unit Number 40, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE}~~TWO~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19 day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland

Julie Cox

Paul Hunt

Thomas G. Cox
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Julie Cox and Thomas G. Cox, who acknowledged the signing of the foregoing certificate to be their ~~free~~ free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

CERTIFICATE

VOL. 3627 PAGE 158

The undersigned, the owner or owners of Unit Number 41,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ^{ONE} Two to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 19th day of MAY, 1977.

Signed and acknowledged
in the presence of:

Dwight A. Blaine
Grace E. Jacob

Carol L. Preston
Lawrence N. Preston
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared LAWRENCE N. PRESTON and
CAROL L. PRESTON, who acknowledged
the signing of the foregoing certificate to be their ~~his~~ ^{her}
free and voluntary act and deed the date last hereinbefore
set forth.



Dwight A. Blaine
Notary Public
CRAIG J. BLAINE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 22, 1980

CERTIFICATE

The undersigned, the owner or owners of Unit Number 42,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ~~Two~~ ^{ONE} to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

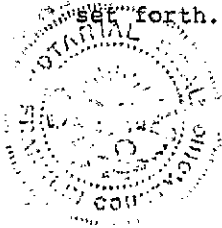
IN WITNESS WHEREOF, the undersigned have executed this
certificate this 20 day of May, 1977.

Signed and acknowledged
in the presence of:

Patricia L. Gantz Nancy H. Gary
Bernie Howard Richard R. Gary
-Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared Nancy H. Gary and
Richard R. Gary, who acknowledged
the signing of the foregoing certificate to be their/~~his~~^{her}
free and voluntary act and deed the date last hereinbefore
set forth.



Patricia L. Gantz
Notary Public
Franklin County, Ohio
My Comm. Exp. 7-29-78

Vol. 3627
Page 159

CERTIFICATE

The undersigned, the owner or owners of Unit Number 43, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ~~Two~~ ⁴⁴ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19 day of May, 1977.

Signed and acknowledged
in the presence of:

Richard D. Loveland Bonnie Liles
Robert D. Chip Donald C. Liles
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared BONNIE LILES and DONALD C. LILES, who acknowledged the signing of the foregoing certificate to be their ~~his~~ ^{her} free and voluntary act and deed the date last hereinbefore set forth.

Richard D. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION



2516 Home Ave Dr

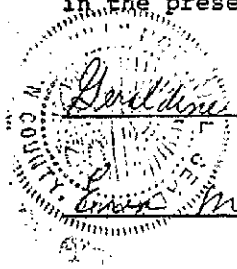
CERTIFICATE

VOL 3627 PAGE 161

The undersigned, the owner or owners of Unit Number 47, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ~~Two~~^{one} to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of May, 1977.

Signed and acknowledged
in the presence of:



Gordene Smith
M. Swager

John David Huddle
Sandra O'Huddle
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared John David Huddle and Sandra O'Huddle, who acknowledged the signing of the foregoing certificate to be their/his/her free and voluntary act and deed the date last hereinbefore set forth.

Joan N. Kalinoski
Notary Public
Joan N. Kalinoski
Notary Public, Franklin Co., Ohio
My Commission Expires Dec. 17, 1979

CERTIFICATE

The undersigned, the owner or owners of Unit Number 45, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

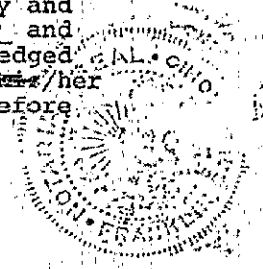
IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of MAY, 1977.

Signed and acknowledged
in the presence of:

Reich, Bert
Richard L. Lovelund Theresa M. Bukey
Sole Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Theresa M. Bukey, who acknowledged the signing of the foregoing certificate to be ~~her~~ her free and voluntary act and deed the date last hereinbefore set forth.



Reich, Bert
Notary Public
My Commission Expires 1/26/82

CERTIFICATE

The undersigned, the owner or owners of Unit Number 46,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ^{ONE} ~~TWO~~ to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 15th day of May, 1977.

Signed and acknowledged
in the presence of:

Reed Hunt

~~Richard L. Loveland~~ and ~~Evelyn D. Brown~~ ^{ALL}

Richard L. Loveland

Evelyn D. Brown
^{Sole} Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared EVELYN D. BROWN and Richard L. Loveland, who acknowledged
the signing of the foregoing certificate to be ~~their~~ ^{his} ~~his~~ ^{her}
free and voluntary act and deed the date last hereinbefore
set forth.

Reed Hunt
Notary Public

My Commission Expires 1/26/82

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CERTIFICATE

The undersigned, the owner or owners of Unit Number 47, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association, ^{ONE}Two to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19 day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland

Eveline Quinn

Ruth Hart

Sole Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared EVELINE QUINN and , who acknowledged the signing of the foregoing certificate to be ~~theirs~~ her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

2562 HOME ACRE DR

CERTIFICATE

VOL 3627 PAGE 165

The undersigned, the owner or owners of Unit Number 49,
of Peppertree Condominium Section ~~Two~~ ^{ONE + 40} hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ~~Two~~ ^{ONE} to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 19th day of MAY, 1977.

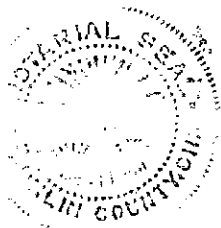
Signed and acknowledged
in the presence of:

Deane Mayner
Doug J. Blane

Jane Finlay
James D. Finlay Jr.
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared JAMES D. FINLAY, JR. and
JANE FINLAY, who acknowledged
the signing of the foregoing certificate to be their/~~his~~ free
and voluntary act and deed the date last hereinbefore
set forth.



Doug J. Blane
Notary Public
CRAIG J. BLAINE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 22, 1980

CERTIFICATE

The undersigned, the owner or owners of Unit Number 50, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~TWO~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 17 day of May, 1977.

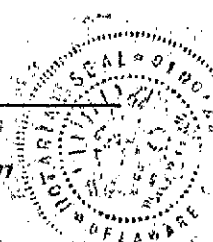
Signed and acknowledged in the presence of:

Donald C. Dejean Marjorie Moses
John David Heath _____
 Sole Owner(s)

STATE OF OHIO, DELAWARE
 COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared MARJORIE MOSES and John David Heath, who acknowledged the signing of the foregoing certificate to be ~~their~~ their free and voluntary act and deed the date last hereinbefore set forth.

Joe M. Moses
 Notary Public
 JOE M. MOSES, Notary Public
 MY COMMISSION EXPIRES OCT. 21, 1977



CERTIFICATE

VOL 3627 PAGE 167

The undersigned, the owner or owners of Unit Number 51, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ~~Two~~ ^{ONE} to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19 day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland

Robert O. Clark

Helen S. Porter
SOLE Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Helen S. Porter and Robert O. Clark, who acknowledged the signing of the foregoing certificate to be ~~theirs~~ ^{theirs} free and voluntary act and deed the date last hereinbefore set forth.



Robert O. Clark
Notary Public
Franklin Co. Ohio
Oct. 31, 1981

VOL 3627 PAGE 168

CERTIFICATE

The undersigned, the owner or owners of Unit Number 52, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~TWO~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19 day of May, 1977.

Signed and acknowledged in the presence of:

Richard L. Loveland

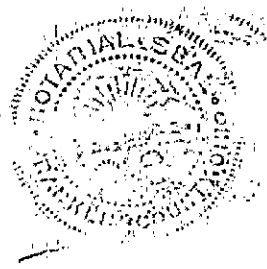
Amy H. Wickes

Anita Perkins

Sole Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Anita C. Perkins, who acknowledged the signing of the foregoing certificate to be ~~theirs~~ hers free and voluntary act and deed the date last hereinbefore set forth.



Robert D. Ellis
Notary Public
Franklin Co. - Ohio
Expires Oct 28, 1981

CERTIFICATE

VOL 3627 PAGE 169

The undersigned, the owner or owners of Unit Number 53, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{and} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of May, 1977.

Signed and acknowledged
in the presence of:

Paul Smith Vesta R. Griffith
Robert D. Clark _____
Sole Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Vesta R. Griffith and Robert D. Clark, who acknowledged the signing of the foregoing certificate to be ~~theirs~~ ^{their} free and voluntary act and deed the date last hereinbefore set forth.



Robert D. Clark
Notary Public
Franklin Co. Ohio
Expires Oct. 28, 1981

VOL 3627 PAGE 170

CERTIFICATE

The undersigned, the owner or owners of Unit Number 54,
of Peppertree Condominium Section ~~Three~~ ^{Two}, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ~~Three~~ ^{One} to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section ~~Three~~ ^{Two} into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
~~Three~~ ^{Two}, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section ~~Three~~ ^{Two}.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 21 day of May, 1977.

Signed and acknowledged
in the presence of:

Mary R. Dewson W. C. French
Debra S. French Debra S. French
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public, in and for said county and
state, appeared WILLIAM A. FRENCH and
DEBRA S. FRENCH, who acknowledged
the signing of the foregoing certificate, to be their/~~his~~
free and voluntary act and deed the date last hereinbefore
set forth.



Debra S. French
Notary Public
CRAIG J. BLAINE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 22, 1980

6316 NEW LONDON

CERTIFICATE

The undersigned, the owner or owners of Unit Number 55, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

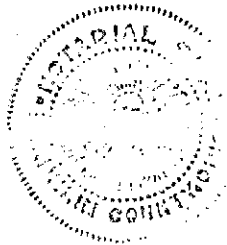
IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of MAY, 1977.

Signed and acknowledged
in the presence of:

<u>Dorothy E. Blain</u>	<u>John Butcher</u>
<u>John David Hudell</u>	<u>Dorothy E. Butcher</u> Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared JOHN BUTCHER and DOROTHY BUTCHER, who acknowledged the signing of the foregoing certificate to be their ~~and her~~ free and voluntary act and deed the date last hereinbefore set forth.



Craig J. Blaine
Notary Public
CRAIG J. BLAINE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 23, 1980

VOL 3627 PAGE 171

CERTIFICATE

The undersigned, the owner or owners of Unit Number 56 of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of May, 1977.

Signed and acknowledged
in the presence of:

<u><i>Edna Howard</i></u>	<u><i>Nancy Larson</i></u>
<u><i>Betty M. Bailey</i></u>	<u><i>Jim Olson</i></u>
	Owner(s).

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared JIM OLSON and NANCY OLSON, who acknowledged the signing of the foregoing certificate to be their ~~free~~ free and voluntary act and deed the date last hereinbefore set forth.

Joan N. Kalinoski
Notary Public
Joan N. Kalinoski
Notary Public, Franklin Co., Ohio
My Commission Expires Dec. 17, 1979

6320 New London

CERTIFICATE

VOL 3627 PAGE 173

The undersigned, the owner or owners of Unit Number 57, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ~~Inc~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of May, 1977.

Signed and acknowledged
in the presence of:

Dorothy E. Butcher

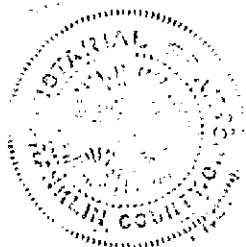
Pamela L. Rees

Doug A. Blaine

Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Pamela L. Rees and Dorothy E. Butcher, who acknowledged the signing of the foregoing certificate to be ~~their~~ their free and voluntary act and deed the date last hereinbefore set forth.



Doug A. Blaine
Notary Public

CRAIG J. BLAINE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 22, 1980

CERTIFICATE

The undersigned, the owner or owners of Unit Number 58, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of MAY, 1977.

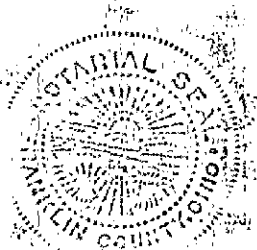
Signed and acknowledged
in the presence of:

[Signature]
Wm. R. Newson

[Signature]
Gail Frendt
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared MARK L. FRENDT and GAIL FRENDT, who acknowledged the signing of the foregoing certificate to be their ~~joint~~ free and voluntary act and deed the date last hereinbefore set forth.



[Signature]
Notary Public

CRAIG J. BLAINE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 22, 1980

CERTIFICATE

The undersigned, the owner or owners of Unit Number 59,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ^{ONE} ~~TWO~~ to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Peppertree
Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 19 day of MAY, 1977.

Signed and acknowledged
in the presence of:

Richard L. Lovelace Patrick M. Stephan
Berni Spowald _____
SOLE Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared PATRICK M. STEPHAN and
_____, who acknowledged
the signing of the foregoing certificate to be ~~their~~/his/~~her~~
free and voluntary act and deed the date last hereinbefore
set forth.

Joan N. Kalinoski
Notary Public

Joan N. Kalinoski
Notary Public, Franklin Co., Ohio
My Commission Expires Dec. 17, 1979

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CERTIFICATE

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The undersigned, the owner or owners of Unit Number 60, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 17 day of May, 1977.

Signed and acknowledged
in the presence of:

Bern Howard

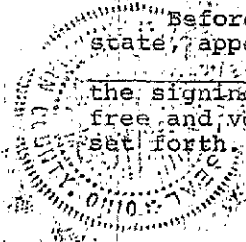
Richard D. Howard

Judy Otter

Sole Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Judy Otter and Richard D. Howard, who acknowledged the signing of the foregoing certificate to be ~~their~~ his/her free and voluntary act and deed the date last hereinbefore set forth.



Joan N. Kalinoski
Notary Public

Joan N. Kalinoski
Notary Public, Franklin Co., Ohio
My Commission Expires Dec. 17, 1979

CERTIFICATE

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The undersigned, the owner or owners of Unit Number 62,
of Peppertree Condominium Section ~~One~~^{Two}, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association One to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section ~~One~~^{Two} into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
~~One~~^{Two}, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section ~~One~~^{Two}.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this Wednesday of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland Neil K. Canaday
Robert O. Clark _____
SOLE Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared Neil K. Canaday and
who acknowledged
the signing of the foregoing certificate to be ~~his~~ his/her
free and voluntary act and deed the date last hereinbefore
set forth.

RICHARD L. LOVELAND
ATTORNEY
NOTARY PUBLIC FOR THE STATE OF OHIO
LIFETIME COMMISSION

Richard L. Loveland
Notary Public

CERTIFICATE

The undersigned, the owner or owners of Unit Number 666, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of MAY, 1977.

Signed and acknowledged
in the presence of:

Diane Mazur
Keith D. Newman

Diane Mazur

SOLE Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared DIANE MAZUR and KEITH D. NEWMAN, who acknowledged the signing of the foregoing certificate to be ~~their~~ his/her free and voluntary act and deed the date last hereinbefore set forth.



Craig J. Blaine
Notary Public
FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 22, 1980

CERTIFICATE

The undersigned, the owner or owners of Unit Number 67,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ^{ONE} Two to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 24 day of May, 1977.

Signed and acknowledged
in the presence of:

David L. Bodner David L. Bodner
Barbara Ann Collins Marjorie L. Bodner
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared Marjorie L. Bodner and
David L. Bodner, who acknowledged
the signing of the foregoing certificate to be their ~~free~~ free
and voluntary act and deed the date last hereinbefore
set forth.



Michael W. Flick
Notary Public
MICHAEL W. FLICK
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPTEMBER 12, 1979

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CERTIFICATE

The undersigned, the owner or owners of Unit Number 70, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{one} ~~Two~~ to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of MAY, 1977.

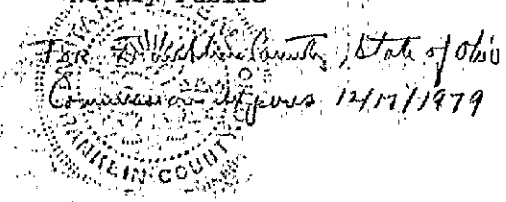
Signed and acknowledged in the presence of:

Bernie Howard Max R. Patrick
Richard L. Loveland _____
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Max R. Patrick and _____, who acknowledged the signing of the foregoing certificate to be ~~theirs~~ ^{his} her free and voluntary act and deed the date last hereinbefore set forth.

Marianne J. Patrick
Notary Public



CERTIFICATE

The undersigned, the owner or owners of Unit Number 70,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ^{ONE}~~TWO~~ to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 19th day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland Diana F. Patrick
Robert D. Clark _____
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared Diana F. Patrick and
Richard L. Loveland, who acknowledged
the signing of the foregoing certificate to be ~~theirs~~ his/her
free and voluntary act and deed the date last hereinbefore
set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY AT LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

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CERTIFICATE

The undersigned, the owner or owners of Unit Number 71, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{oxc} Two to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 23 day of MAY, 1977.

Signed and acknowledged
in the presence of:

Patrick Stephens William T. Smith
Richard L. Loveland Geraldine Smith
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared William T. Smith and Geraldine Smith, who acknowledged the signing of the foregoing certificate to be their/their free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

CERTIFICATE

The undersigned, the owner or owners of Unit Number 72,
of Peppertree Condominium Section Two, hereby certify (1) their
approval of the changing of the name of Peppertree Recreation
Association ^{AND} ~~Two~~ to "Peppertree Condominium Association", and
the adoption by it of Amended Articles of Incorporation and
Amended By-Laws previously provided to us, (2) their approval
of the merger of Peppertree Association Section Two into Pepper-
tree Condominium Association pursuant to an Agreement of Merger
previously provided to us, (3) their adoption of the foregoing
Amendment to the Declaration of Peppertree Condominium Section
Two, and (4) the adoption of the attached Amended By-Laws of
Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 19th day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland Donald E. Milstead
Robert O. Pugh

Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and
state, appeared DONALD E. MILSTEAD and
_____, who acknowledged
the signing of the foregoing certificate to be ~~theirs~~ ^{his} his
free and voluntary act and deed the date last hereinbefore
set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY AT LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

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CERTIFICATE

The undersigned, the owner or owners of Unit Number 72, of Peppertree Condominium Section Two, hereby certify (1) their approval of the changing of the name of Peppertree Recreation Association ^{ONE} Two to "Peppertree Condominium Association", and the adoption by it of Amended Articles of Incorporation and Amended By-Laws previously provided to us, (2) their approval of the merger of Peppertree Association Section Two into Peppertree Condominium Association pursuant to an Agreement of Merger previously provided to us, (3) their adoption of the foregoing Amendment to the Declaration of Peppertree Condominium Section Two, and (4) the adoption of the attached Amended By-Laws of Peppertree Condominium Section Two.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19 day of May, 1977.

Signed and acknowledged
in the presence of:

Richard L. Loveland & Margaret A. Milstead
Bern Howard _____
Owner(s)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared MARGARET A. MILSTEAD and Richard L. Loveland, who acknowledged the signing of the foregoing certificate to be ~~their~~ her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public
RICHARD L. LOVELAND
ATTORNEY AT LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

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EXHIBIT A

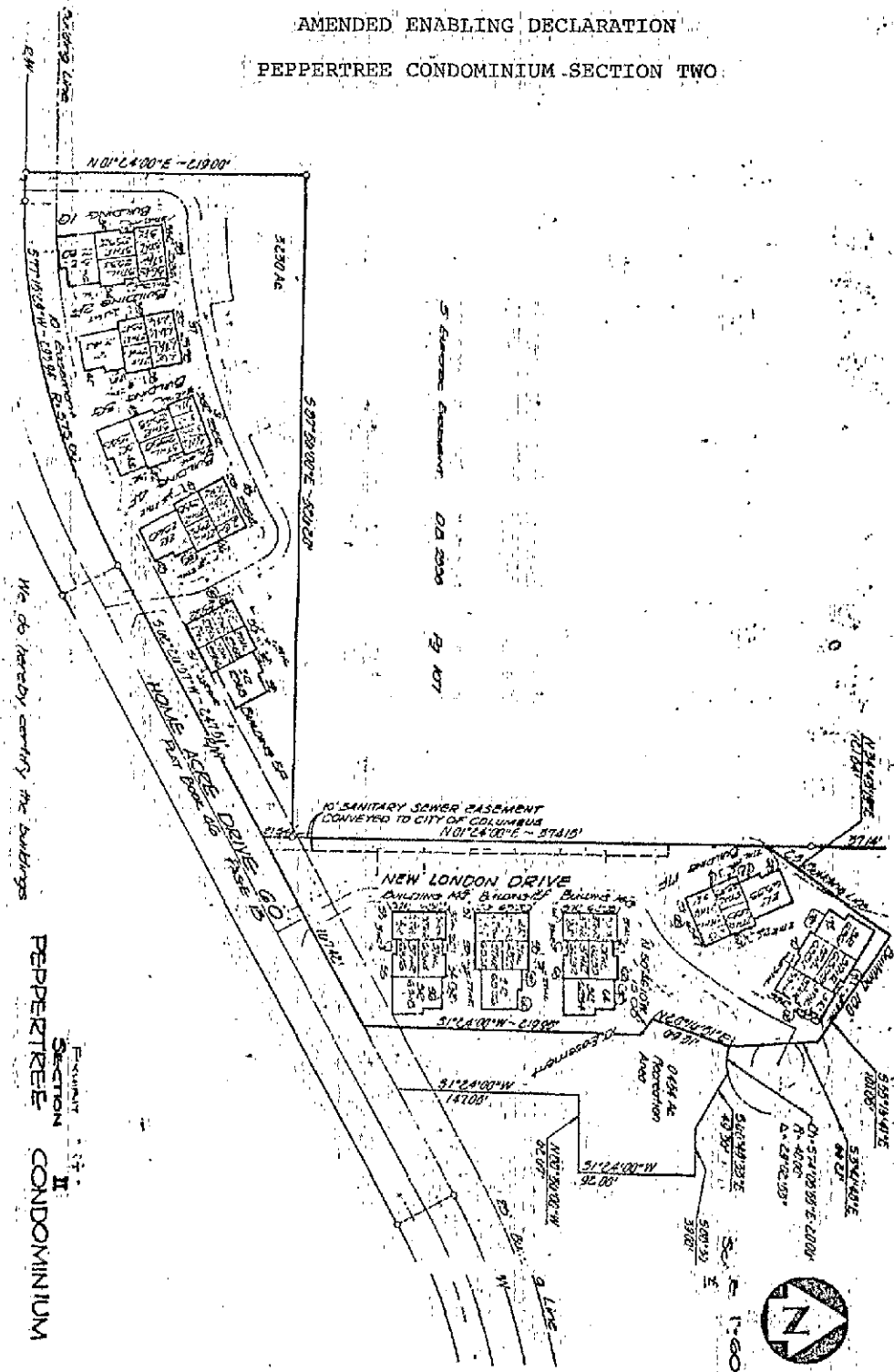
PEPPERTREE CONDOMINIUM SECTION TWO

Description of Units in Peppertree Condominium Section Two
prior to the adoption of this Amended Declaration:

Situated in the County of Franklin, State of Ohio, and City
of Columbus, and described as:

Being Units Numbers Thirty-Three (33) through
Seventy-Two (72), inclusive, of Peppertree
Condominium Section Two, as the same are numbered
and delineated and described in the Declaration
Establishing a Plan of Condominium for Peppertree
Section Two and the drawings of the condominium
property recorded, respectively, in Deed Book 3370,
pages 265-290, and Condominium Plat Book 2, pages
672-675, of the Franklin County Records.

EXHIBIT B
AMENDED ENABLING DECLARATION
PEPPERTREE CONDOMINIUM SECTION TWO



We do hereby certify the buildings

PEPPERTREE
SECTION II
CONDOMINIUM

EXHIBIT C

PEPPERTREE CONDOMINIUM SECTION TWO

Unit Identifications and Percentages of Interest

<u>Unit Number</u>	<u>Building Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Percentage Interest In Common Area</u>
33	1	G	3 GR	2.13450 %
34			3 THL	2.62183
35			3 THR	2.62183
36			3 R	2.71929
37	2	F	2 G	2.13450
38			2 THL	2.42690
39			2 THR	2.42690
40			2 R	2.52436
41	3	G	3 GR	2.13450
42			3 THL	2.62183
43			3 THR	2.62183
44			3 R	2.71929
45	4	F	2 G	2.13450
46			2 THL	2.42690
47			2 THR	2.42690
48			2 R	2.52436
49	5	F	2 G	2.13450
50			2 THL	2.42690
51			2 THR	2.42690
52			2 R	2.52436
53	14	G	2 G	2.23196
54			3 THL	2.71929
55			3 THR	2.71929
56			3 R	2.81676
57	15	F	2 G	2.23196
58			2 THL	2.52436
59			2 THR	2.52436
60			2 R	2.62183
61	16	G	3 GR	2.23196
62			3 THL	2.71929
63			3 THR	2.71929
64			3 R	2.81676
65	17	F	2 G	2.23196
66			2 THL	2.52436
67			2 THR	2.52436
68			2 R	2.62183
69	18	G	2 G	2.23196
70			3 THL	2.71929
71			3 THR	2.71929
72			3 R	2.81676
Total				<u>100.00000 %</u>

EXHIBIT D

PEPPERTREE CONDOMINIUMS
RECREATION AREA

Situate in the State of Ohio, County of Franklin, City of Columbus, Lot Number 1, Section Number 2, Township Number 2, Range Number 17, U.S. Military Lands and being part of the following tracts conveyed to Columbia Properties, Inc., a 9.409 acre tract of record in Deed Book 3250, Page 188, a 6.051 acre tract of record in Deed Book 3254, Page 291, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning for reference at a point at the Northeasterly corner of a 2.0 acre tract conveyed to Columbia Properties, Inc., by a deed of record in Deed Book 3229, Page 448;

Thence S.01°24'00"W., along the Easterly line of said 2.0 acre tract, a distance of 21.54 feet to a point, said point being in the Northerly line of Home Acre Drive as shown and delineated on the Dedication Plat of Home Acre Drive, Newtown Drive, and a part of Cleveland Avenue of record in Plat Book 46, Page 13;

Thence N.62°26'57"E., along the Northerly line of said Home Acre Drive, a distance of 167.42 feet to the true place of beginning;

Thence N.01°24'00"E., a distance of 219.95 feet to a point;

Thence N.50°46'10"W., a distance of 15.00 feet to a point;

Thence N.20°16'51"E., a distance of 69.31 feet to a point, said point being on a curve to the left or Easterly;

Thence along said curve having a radius of 40.00 feet, a chord bearing S.74°05'55"E., a chord distance of 20.06 feet to a point;

Thence S.60°49'33"E., a distance of 49.36 feet to a point;

Thence S.83°36'00"E., a distance of 39.00 feet to a point;

Thence S.01°24'00"W., a distance of 92.00 feet to a point;

Thence N.88°36'00"W., a distance of 62.67 feet to a point;

Thence S.01°24'00"W., a distance of 147.05 feet to a point, said point being on the Northerly line of said Home Acre Drive;

Thence S.62°26'57"W., along said Northerly line of Home Acre Drive, a distance of 57.14 feet to the place of beginning containing 0.454 acres, more or less.

AMENDED
BY-LAWS
(Code of Regulations)
OF
PEPPERTREE CONDOMINIUM ASSOCIATION

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ARTICLE I
NAME AND LOCATION

The name of the Association is PEPPERTREE CONDOMINIUM ASSOCIATION, created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and the Association created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for each of Peppertree Condominiums Section One, Two and Three. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meetings of members and of the Trustees (Board of Managers) of the Association shall be at such place in Franklin County, Ohio, as the Trustees may, from time to time, designate.

ARTICLE II
DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Articles of Incorporation of the Association and in the Declarations of Condominiums of Peppertree Condominiums Section One, Two and Three (the "Declarations").

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. An annual meeting of members is being held simultaneously with the adoption of these Amended By-Laws. Regular annual meetings of the members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Trustees.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Trustees or upon written request of the members entitled to exercise one-fourth (1/4) of the voting power of members.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least ten (10) days before the meeting. The notice shall specify the place, day

and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Upon the written request of the holder of a first mortgage lien on a Unit, mailed to the principal office of the Association, the written notice of meetings of members shall be given to such lien holder, who shall have the right to designate a representative who shall be entitled to attend all such meetings.

Section 4. Quorum. Members present in person or by proxy at any duly called and noticed meeting representing more than fifty percent (50%) of the voting power of members shall constitute a quorum for such meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his, her or its Unit.

Section 6. Voting Power. Except as otherwise provided in the Declarations, these By-Laws, the Articles of Incorporation, or by law, a majority of the voting power of members voting on any matter that may be determined by the members at a duly called and noticed meeting, at which a quorum is present in person or by proxy, shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of members except as otherwise specifically provided herein or in the aforesaid documents. Any action that could be taken by members at a meeting by vote of a majority of the voting power of members present, may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of members having not less than a majority of the voting power of members.

ARTICLE IV

BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 1. Selection; Term of Office. The Trustees shall consist of twelve individuals, four each selected by the Trustees of each of the Condominiums, two to serve for a term of one year, and two to serve for a term of two years. At each annual meeting hereafter six Trustees shall be elected by all of the members, to replace the Trustees whose terms then expire, to serve for a term of two years. From and after two years from the adoption of these Amended By-Laws, the members, by those exercising a majority of the voting power of members, may from time to time change the number and terms of office of the Trustees.

Section 2. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of members, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee.

Section 3. Compensation. Unless otherwise determined by the members at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 4. Action Taken Without A Meeting. The Board of Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any

action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for the election of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association appointed by the Board of Trustees. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled. These nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Trustees by the members shall be by secret written ballot. At such elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF BOARD OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Board of Trustees, or by any two (2) Trustees, after not less than three (3) days' notice to each Trustee.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act taken or decision made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall constitute a binding act or decision of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall exercise all powers and authority under the Condominium law, and under the provisions of the Articles of Incorporation, these Amended By-Laws, and the Declarations, that are not specifically and exclusively reserved to the membership by law or by other provisions thereof, and without limiting the generality of the foregoing, shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles of Incorporation, the Declarations, and these Amended By-Laws;
- (b) obtain insurance coverage no less than that required pursuant to the aforesaid documents;

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- (c) enforce the covenants, conditions and restrictions set forth in the Declarations;
- (d) repair, maintain and improve the Common Area;
- (e) establish, enforce, levy and collect assessments, both general and special, as provided in the Declarations;
- (f) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon;
- (g) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declarations, these Amended By-Laws, or the Articles of Incorporation);
- (h) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property, (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declarations, and the receipt and disbursement of funds as may be authorized by the Board of Trustees. The terms of any management agreements shall be as determined by the Board of Trustees to be in the best interest of the Association, subject, in all respects, to the provisions of these By-Laws, the Articles of Incorporation, and the Declarations); and
- (j) do all things and take all actions permitted to be taken by the Association by the Condominium law, the Declarations, these Amended By-Laws and the Articles of Incorporation, not specifically reserved thereby to others.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members representing one-fourth (1/4) or more of the voting power of members;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declarations, to:

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- (i) fix the amount of assessments against each Unit as provided therein and allocate each assessment between that portion which is to be used for repair or replacement of capital improvements, and funds for all other purposes, which portion for repair and replacement of capital improvements shall be considered contributions to capital of the Association by the member paying the same;
 - (ii) maintain such capital contributions in separate bank accounts and use the same solely for specified capital improvements to property to be maintained by the Association;
 - (iii) give written notice of each assessment to every member subject thereto within the time limits set forth therein; and
 - (iv) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declarations to do so, or bring an action at law against the owner(s) personally obligated to pay the same, or both, and institute such other remedies and augment such policies as the Board may from time to time adopt;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.);
- (e) procure and maintain liability and hazard insurance as provided in the Declarations, and as the Trustees deem advisable;
- (f) cause all officers or employees having fiscal responsibilities to be bonded;
- (g) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declarations;
- (h) cause the restrictions created by the Declarations to be enforced; and
- (i) take all other actions required to comply with all requirements of the Condominium law, the Articles of Incorporation, the Declarations and these Amended By-Laws.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution establish.

Section 2. Selection and Term of Officers. The officers of the Association shall be elected by the Board of Trustees at each first organizational meeting of the Trustees following the annual meeting of members, and shall hold office at the pleasure of the Trustees.

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

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

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

- (a) President. The president shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Trustees are carried out, and shall, at the direction of the Trustees, sign all leases, mortgages, deeds and other written instruments, and co-sign all checks and promissory notes on behalf of the Association.
- (b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Trustees.
- (c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of the Trustees and of the members, serve notice of meetings of the Trustees and of the members, keep appropriate current records showing the members of the Association together with their addresses, shall have the right to appoint a recording secretary to record all minutes, and shall perform such other duties as required by the Trustees.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Trustees, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver or mail a copy of each to each of the members. At the discretion of the Trustees, any or all of these responsibilities may be delegated to a managing agent. Additionally, any holder of a first mortgage lien on a Unit who so requests in writing mailed or delivered to the Association at its principal office, shall be sent, by the treasurer or the managing agent, within ninety (90) days following the end of the Association's fiscal year, a financial statement of the Association.

ARTICLE IX

COMMITTEES

Section 1. The Board of Trustees shall appoint a Nominating Committee as provided in these Amended By-Laws. In addition, the Board of Trustees may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during normal business hours, be subject to inspection by any member and by the duly authorized representative of any holder of a first mortgage lien on a Unit. The Declarations, the Articles of Incorporation, the By-Laws, and management agreements shall be available for inspection by any member or any such lien holder's representative at the principal office of the Association where copies may be purchased at reasonable cost.

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ARTICLE XI

SEAL

The Association shall have no seal.

ARTICLE XII

AMENDMENTS

Except as hereinafter provided, these Amended By-Laws may be amended only with the approval of (a) members exercising not less than seventy-five percent (75%) of the voting power of members, and (b) if material to the rights of a mortgagee, the approval of all holders of first mortgage liens on Units subject to assessment by the Association.

Notwithstanding the foregoing, the Trustees of the Association are hereby granted the right and the power, and each member by approval of these Amended By-Laws is deemed to and does give to the Trustees a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable for a period of three (3) years from the date hereof, to amend these Amended By-Laws and to execute any and all documents deemed necessary or desirable to conform to the requirements then governing the purchase of mortgages by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, and the insurance of mortgages by the Veterans Administration, provided that no such amendment shall be made without the written consent of all of the then holders of first mortgage liens on Units and of all of the aforesaid organizations holding or insuring mortgages on Units.

No modification of or amendment to these Amended By-Laws shall become effective until the same is set forth in an amendment to the Declarations of Condominium and filed for record.

ARTICLE XIII

MISCELLANEOUS

Unless otherwise changed by the Board of Trustees, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

By the affirmative vote of (a) seventy-five percent (75%) of the voting power of the members of the Association, and (b) seventy-five percent (75%) of the voting power of Unit owners of each of Peppertree Association Sections One, Two, Three, evidenced, in each case, by certificates attached to the Amended Enabling Declarations of Peppertree Condominium Section One, Section Two and Section Three, to which these Amended By-Laws are appended, these Amended By-Laws were duly adopted as of May 19, 1977.

- End -