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BYLAWS
(CODE OF REGULATIONS)
OF
THE CORPORATE CENTER OFFICE PARK CONDOMINIUM ASSOCIATION

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ARTICLE I

NAME AND LOCATION

The name of the Association is The Corporate Center Office Park Condominium Association (the "Association"), a corporation not-for-profit which is created pursuant to the provisions of Ohio Revised Code Chapter 1702, and which is also created pursuant to the provisions of Ohio Revised Code Chapter 5311 as the Unit Owners' association for The Corporate Center Office Park Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles"), and the place of meetings of Unit Owners (members) and of the Trustees (Board of Managers) of the Association shall be at such place in Franklin County, Ohio as the Board of Trustees (the "Board") may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein and not otherwise defined in these Bylaws shall have the same meanings as set forth in the Declaration of The Corporate Center Office Park Condominium (the "Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

§ 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

§ 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at a time established, from time to time, by the Board.

§ 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

§ 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

§ 6. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

§ 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or Bylaws, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium organizational documents or by law.

§ 8. Action in Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES (BOARD OF MANAGERS)

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

§ 2. **Successor Trustees.** The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees shall be as provided in the Declaration.

§ 3. **Removal.** Except only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the Unit Owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit Owners as provided in the Declaration.

§ 4. **Nomination.** Nominations for the election of Trustees to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

§ 5. **Election.** Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

§ 6. **Compensation.** Unless otherwise determined by the Unit Owners 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 duties.

§ 7. Regular Meetings. Regular meetings of the Board shall be held no less often 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.

§ 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Trustees, after not less than three days notice to each Trustee.

§ 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

§10. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustee voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

§11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with affirmative vote or approval, in a writing or writings, of all the Trustees.

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

(a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;

(b) obtain insurance coverage no less than that required pursuant to the Declaration;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) repair, maintain and improve the Common Areas;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners, occupants and their guests thereon, and establish reasonable penalties for the infraction thereof;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);

(h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

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

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

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

§13. Duties. It shall be the duty of the Board to:

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

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

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

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

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

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

(g) cause the restrictions created by the Declaration to be enforced; and

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

ARTICLE V

OFFICERS

§ 1. Enumeration of Officers. The officers of this Association shall be a president, secretary, treasurer and such other officers as the Board may, from time to time, determine. No officer need be a member of the Association nor a Trustee. The same person may hold more than one office.

§ 2. Selection of Term. Except as otherwise specifically provided in the Declaration or Bylaws, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

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

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

§ 5. Duties. The duties of the officer shall be as the Board may from time to time determine. Unless the Board otherwise determines, the officers shall have the following duties, among others:

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

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of the meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current

record showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when the same are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, holdings, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

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

(b) upon the request of the holders of 51% or more of first mortgages on Units, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such holders or the Unit Owner whose mortgagee requires such audited statement.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 16th day of July, 1992.

Signed and acknowledged by
all in the presence of:

THE CORPORATE CENTER

Jenna E. Hoffman

By Stephen D. Martin
Stephen D. Martin, General Partner

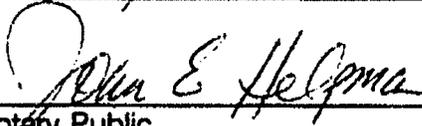
Jerese J. Huffman

By Brian P. Donahue
Brian P. Donahue, General Partner

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STATE OF OHIO)
)ss:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me by Stephen D. Martin and Brian P. Donahue, general partners of The Corporate Center, an Ohio general partnership, on behalf of the partnership, this 16 day of July, 1992.



Notary Public



JANE E. HELMAN, Notary Public
In and for State of Ohio
My Comm. Expires April 21, 1998

Terri\BDR\Bylaws.TCC

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EXHIBIT F

UNIT INFORMATION SHEET

<u>Unit Location</u>	<u>Gross Interior Square Feet</u>	<u>Percentage of Common Areas</u>
65 East Wilson Bridge Road	12,960	46%
Building 67	7,680	27%
Building 69	<u>7,680</u>	<u>27%</u>
	28,320	100%