

Cleveland
Box

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLAGE AT BEXLEY CONDOMINIUM

Instr: 200212060314105 12/06/2002
Pages: 9 F: \$128.40 2:16PM
Robert G. Montgomery T20020142245
Franklin County Recorder BXLOVELAND

This first amendment to the Declaration of VILLAGE AT BEXLEY CONDOMINIUM is made on or as of this 2nd day of December, 2002.

Recitals

A. Village at Bexley Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of the Village at Bexley Condominium ("the Declaration"), recorded in Instrument No. 200206180150058 and the Drawings thereof ("the Drawings"), recorded in Condominium Plat Book 103, Pages 62-74, both of the records of the Recorder of Franklin County, Ohio.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the Declarant, Fiori Homes, Inc., desires by this amendment to add Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby amends the Declaration and Drawings to expand the Condominium and declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. A Legal description of the portion of the property added hereby to the Condominium Property, consisting of 0.708 acre, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch plot plan of the property is attached hereto, marked "Exhibit B", and hereby made a part hereof. A location drawing showing the relationship of the property added hereby and the Condominium Property is attached hereto, marked "Exhibit C", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Village at Bexley Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one building, containing three dwelling units, and expands the Condominium to include a total of fifteen (15) dwelling units. The building is a combination of one story ranch style and one and one-half story dwelling units, built on either concrete, concrete block or poured concrete foundations, with a wood frame, asphalt shingle roof, and a combination of vinyl siding and brick veneer exterior. The principal materials of which the building is constructed are wood, concrete, glass, drywall, concrete block, brick veneer, vinyl and asphalt shingle. The residential building is located as shown on the Drawings. There are no recreation facilities created as a part of the Additional Property Added.

(Continued next page)

CERTIFICATE OF AUDITOR

A copy of this First Amendment to the Declaration for Village at Bexley Condominium, together with the First Amendment to the Drawings attached thereto, were filed with this office on December 6, 2002.

Franklin County Auditor
By Jane E. Senning
Deputy Auditor

TRANSFERRED

DEC 06 2002

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

6. Units.

A. Unit Designations. Each of the dwelling units added to the Condominium hereby (called a "Unit") is legally designated on the First Amendment to the Drawings by a Unit designation, which is a number corresponding with the numerical portion of the street address of that Unit. The legal Unit designation of each Unit added hereby is shown on the First Amendment to the Drawings where that Unit is located. A listing of proper Unit designations of the Units added hereby (and the Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof.

B. Composition of Units. Each Unit added hereby consists of the space in the building designated with that Unit's Unit designation on the First Amendment to the Drawings and includes and excludes, as appropriate, those same items as are described and defined in the description of the Units in the Declaration. A description of each type of Unit is also set forth on the attachment hereto marked "Exhibit E", and hereby made a part hereof. The type of each Unit added hereby (and of each other Unit) is also shown on Exhibit D.

C. Unit Locations. The location of each Unit added hereby is shown on the First Amendment to the Drawings, and is also shown on Exhibit B. Each Unit has direct access over Common Areas leading directly to College Avenue (U.S. 33), a public street.

7. Common and Limited Common Elements.

A. Common Elements. All of the Additional Property, which is hereby added hereto, including all of the land, and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the First Amendment to the Drawings as a part of a Unit, are Common Elements.

B. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common areas" or "limited common elements" on the Drawings or herein are Limited Common Elements. In the case of each Unit these Limited Common Elements consist of an exterior driveway area immediately in front of the attached garage serving that Unit, a front stoop or porch, and in some cases, a patio or yard area and the improvements within that area (except utility lines that serve another unit). Each such Limited Common Element is reserved for the exclusive use of the owners and Occupants of the Unit it is designed or designated to serve.

C. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on Exhibit D, and, in each case, is based on a par value of one (1.00). This Exhibit D supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding Additional Property to the Condominium Property:

A. the added portion shall thereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

B. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

C. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this and day of December, 2002.

FIORI HOMES, INC.
an Ohio corporation

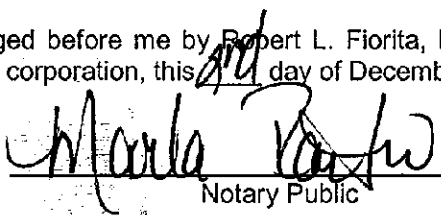
By 
Robert L. Fiorita, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Robert L. Fiorita, President of Fiori Homes, Inc., an Ohio corporation, on behalf of said corporation, this and day of December, 2002.



MARLA A. RAUTIO
Notary Public, State of Ohio
My Commission Expires 12-18-08


Notary Public

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
VILLAGE AT BEXLEY CONDOMINIUM

Legal Description, Property Added
(0.708 acres)

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Half Section 35, Section 24, Township 5 North, Range 22 West, Refugee Lands, and being part of the 12.864 acre tract conveyed to Fiori Homes Inc. by deed of record in Official Record 20160 J35, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows;

Beginning for Reference at an iron pin found in the westerly right-of-way line of College Avenue, width varies, at the common corner of said 12.864 acre tract and the 5.468 acre tract conveyed to Berwick Congregation of Jehovahs Witnesses by deed of record in Official Record 13753 I06:

The following two (2) courses and distances along said westerly right-of-way line of College Avenue and the northerly lines of "THE VILLAGE AT BEXLY" a condominium plat of record in Condo Book 63, Pages 62.74:

1. Thence S 13°53'47" E, a distance of 189.82 feet, to an iron pin set;
2. Thence S 12°41'15" E, a distance of 56.17 feet, to an iron pin set. Said iron pin being **THE POINT OF TRUE BEGINNING** of the herein described tract;

Thence continuing S 12°41'15" E, a distance of 153.50 feet, along the westerly right-of-way line of College Avenue and the easterly line of a 12.864 acre tract conveyed to Fiori Homes Inc., by deed of record in Official Record 20160 J35, to an iron pin set;

The following two (2) courses and distances across said 12.864 acre tract:

1. Thence S 77°18'39" W, a distance of 171.82 feet, to an iron pin set at a point of curvature;
2. Thence along arc of said curve to the right having a central angle of 41°28'14", a radius of 111.00 feet, an arc length of 60.34 feet, a chord bearing N 81°57'14" W, a chord length of 78.60 feet, to an iron pin found at a south westerly corner of said "THE VILLAGE AT BEXLY";

Thence N 36°29'05" E, a distance of 82.56 feet, along a southerly line of said "THE VILLAGE AT BEXLY", to an iron pin found;

Thence N 12°41'21" W, a distance of 71.70 feet, along a easterly line of said "THE VILLAGE AT BEXLY", to an iron pin found:

Thence N 77°18'39" E, a distance of 182.86 feet, a southerly line of said "THE VILLAGE AT BEXLY", to the **POINT OF TRUE BEGINNING**. Containing 0.708 acres, more or less, being subject to all restrictions, easements, and rights-of-way of record.

The bearing in the above description are based on the bearing of S 13°37'22" E for the centerline of College Avenue, between concrete monuments found at centerline station 124+46.17 and 130+59.89 per record plans (FRA-33-21.72) at the Ohio Department of Transportation.



R.D. ZANDE & ASSOCIATES, INC.


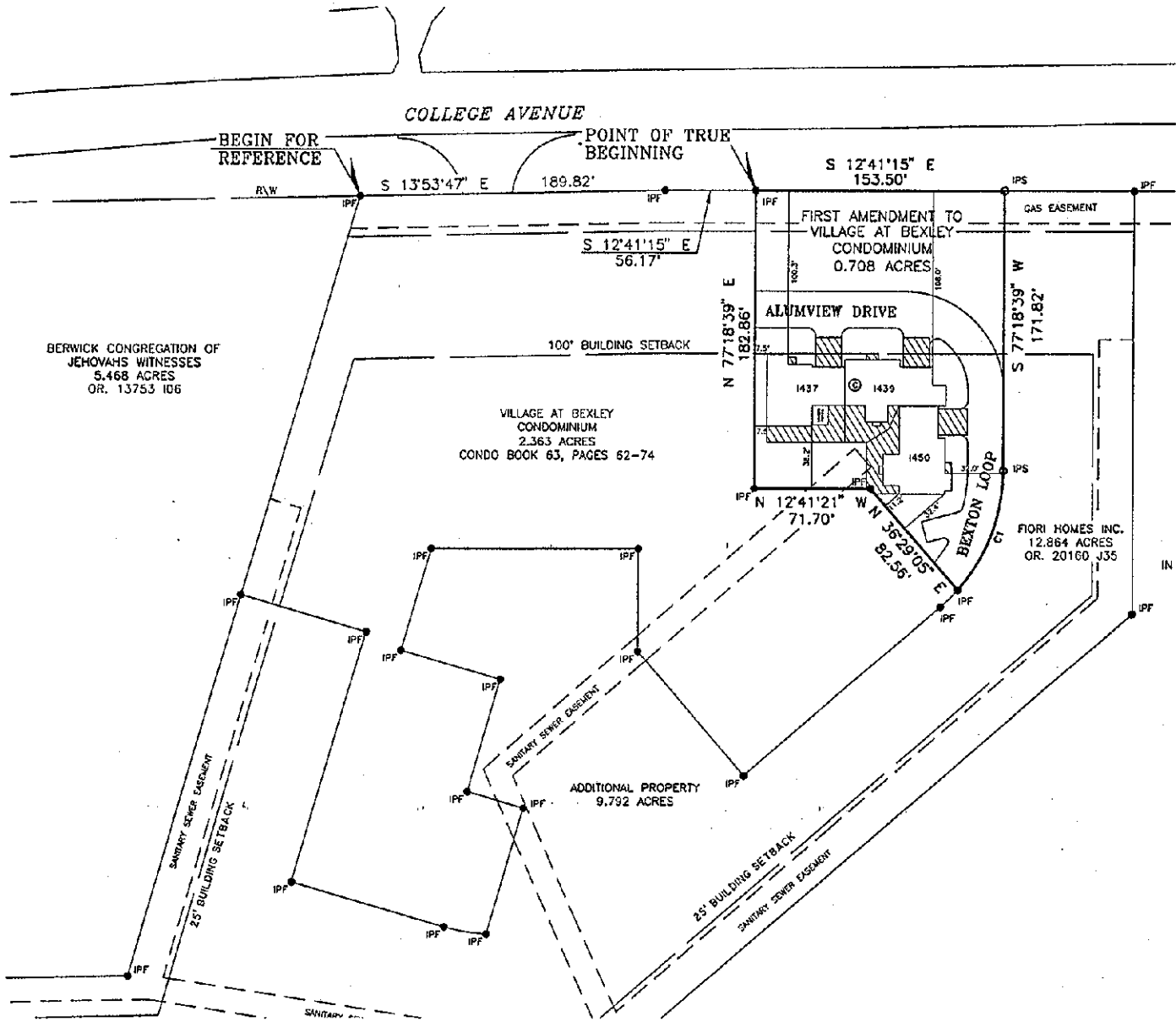

Vincent Paul Hughes Date 4/25/02
Professional Surveyor No. S-7608

EXHIBIT B

FIRST AMENDMENT TO THE VILLAGE AT BEXLEY CONDOMINIUM



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	41°28'14"	111.00'	80.34'	N 81°57'14" W	78.60'

LEGEND

LIMITED COMMON AREA

LETTER DESIGNATES BUILDING

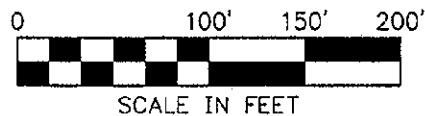
XXXX UNIT DESIGNATION

ALL AREAS NOT DESIGNATED WITH A UNIT DESIGNATION OR AS LIMITED COMMON AREAS ARE COMMON AREAS.

IRON PIN FOUND

IRON PIN SET

RAILROAD SPIKE FOUND



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF S 13°37'22" E FOR THE CENTERLINE OF COLLEGE AVENUE, BETWEEN CONCRETE MONUMENTS FOUND AT CENTERLINE STATION 124+46.17 AND 130+59.89 PER RECORD PLANS (FRA-33-21.72) AT THE OHIO DEPARTMENT OF TRANSPORTATION.

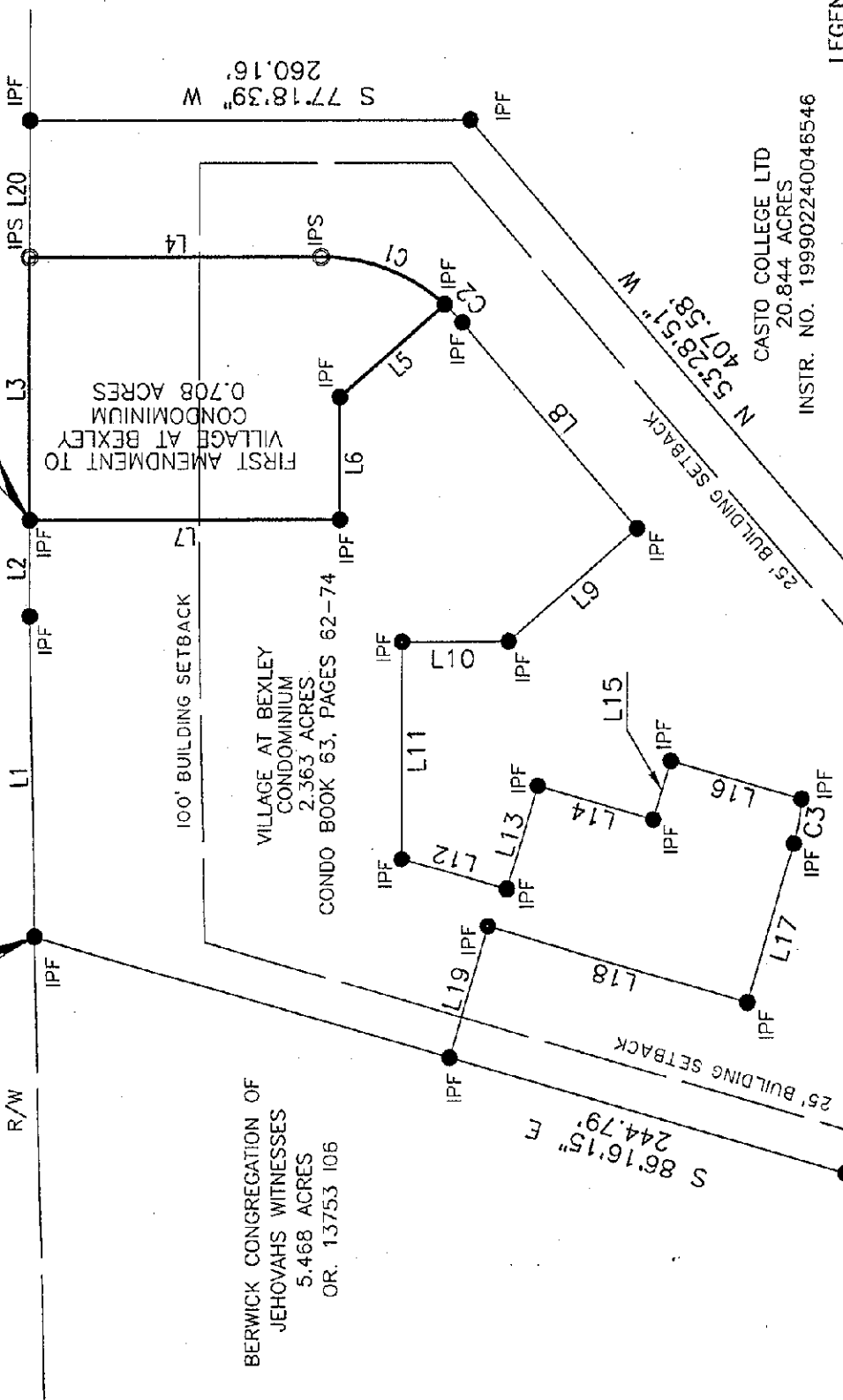
R. D. Zande & Associates, Inc.
1237 Dublin Road
Columbus, Ohio 43215
PHONE: (614) 486-4383
FAX: (614) 481-5885

FIRST AMENDMENT TO THE VILLAGE AT BEXLEY CONDOMINIUM

POINT OF BEGINNING

COLLEGE AVENUE

BEGIN FOR REFERENCE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 13°53'47" E	189.82'
L2	S 12°41'15" E	56.17'
L3	S 12°41'15" E	153.50'
L4	S 77°18'39" W	171.82'
L5	N 36°29'05" E	82.56'
L6	N 12°41'21" W	71.70'
L7	N 77°18'39" E	182.86'
L8	N 53°28'51" W	159.23'
L9	N 36°29'05" E	101.00'
L10	N 77°15'26" E	63.46'
L11	N 12°44'34" W	128.89'
L12	N 86°16'15" W	65.47'
L13	S 03°42'12" W	64.59'
L14	N 86°17'48" W	71.67'
L15	S 03°42'12" W	36.33'
L16	N 86°17'48" W	80.84'
L17	N 03°43'45" E	98.39'
L18	S 86°16'15" E	160.43'
L19	N 03°43'45" E	80.67'
L20	S 12°41'15" E	80.00'

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF S 13°37'22" E FOR THE CENTERLINE OF COLLEGE AVENUE, BETWEEN CONCRETE MONUMENTS FOUND AT CENTERLINE STATION 124+46.17 AND 130+59.89 PER RECORD PLANS (FRA-33-21.72) AT THE OHIO DEPARTMENT OF TRANSPORTATION.

CASTO COLLEGE LTD
20.844 ACRES
INSTR. NO. 199902240046546

LEGEND

CURVE TABLE			
CURVE	DELTA ANGLE	RADIUS	CHORD LENGTH
C1	41°28'14"	111.00'	80.34'
C2	07°44'17"	111.00'	14.99'
C3	1°35'15"	111.00'	26.86'

- IRON PIN FOUND
- IRON PIN SET
- ▲ RAILROAD SPIKE FOUND



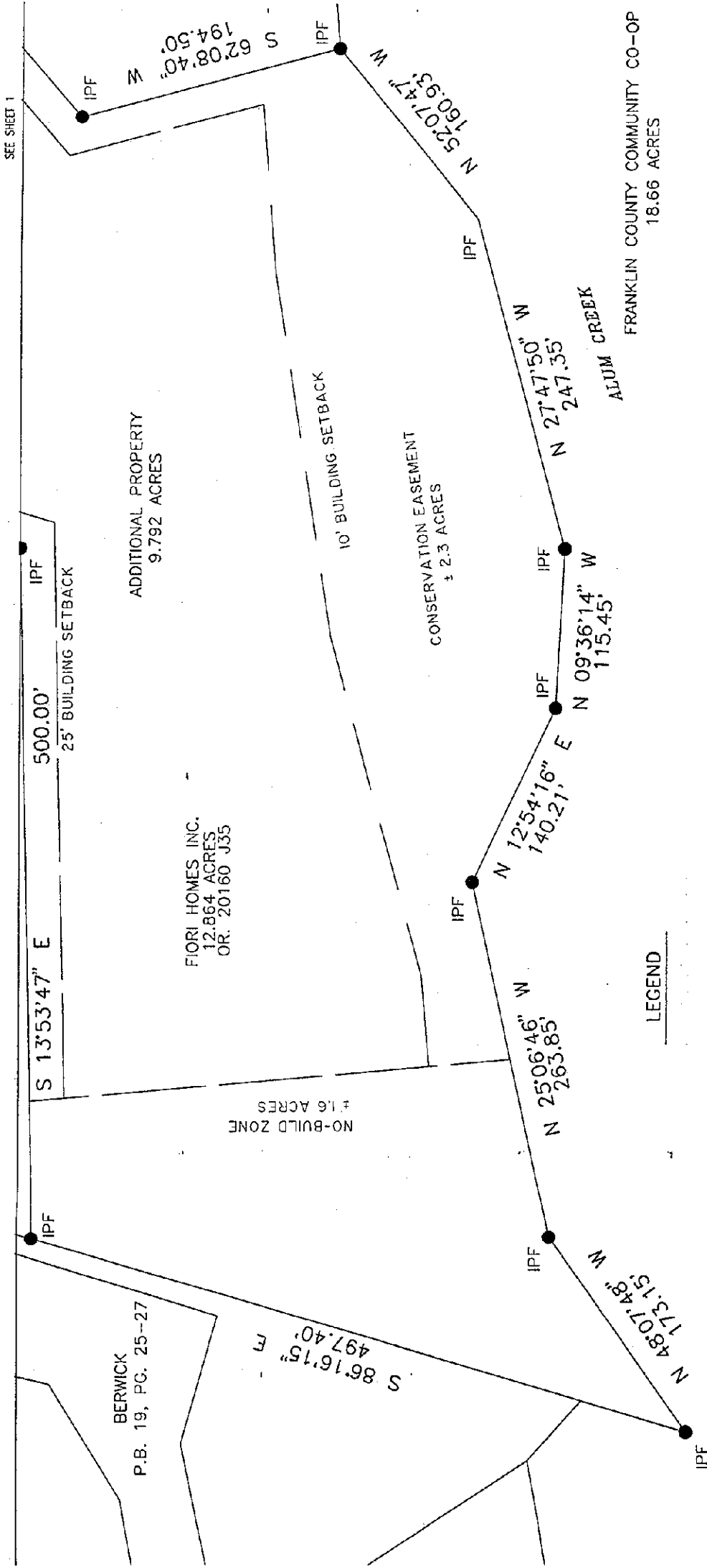
SCALE IN FEET

R. D. Zande & Associates, Inc.
1237 Dublin Road
Columbus, Ohio 43215
PHONE: (614) 486-4383
FAX: (614) 481-5885

SEE SHEET 2

EXHIBIT C

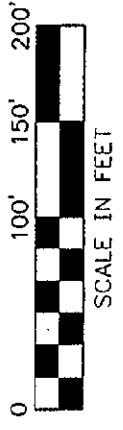
FIRST AMENDMENT TO THE VILLAGE AT BEXLEY CONDOMINIUM



LEGEND

- IRON PIN FOUND
- IRON PIN SET
- ▲ RAILROAD SPIKE FOUND

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF S 13°37'22" E FOR THE CENTERLINE OF COLLEGE AVENUE, BETWEEN CONCRETE MONUMENTS FOUND AT CENTERLINE STATION 124+46.17 AND 130+59.89 PER RECORD PLANS (FRA-33-21.72) AT THE OHIO DEPARTMENT OF TRANSPORTATION.



R. D. Zande & Associates, Inc.
1237 Dublin Road
Columbus, Ohio 43215
PHONE: (614) 486-4383
FAX: (614) 481-5885

EXHIBIT D
 FIRST AMENDMENT
 TO
 DECLARATION OF CONDOMINIUM
 OF
 VILLAGE AT BEXLEY CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Basement</u>	<u>Screened/ Enclosed Porch</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2395	2395 Village at Bexley Dr.	Geneva		Y	1.00	1/15th
2397	2397 Village at Bexley Dr.	Fontana			1.00	1/15th
1427	1427 Alumview Dr.	Brentwood I			1.00	1/15th
1444	1444 Bexton Loop	Davenport II		Y	1.00	1/15th
1442	1442 Bexton Loop	Davenport I		Y	1.00	1/15th
1440	1440 Bexton Loop	Brentwood II		Y	1.00	1/15th
1422	1422 Bexton Loop	Brentwood I			1.00	1/15th
2385	2385 Village at Bexley Dr.	Fontana		Y	1.00	1/15th
2387	2387 Village at Bexley Dr.	Geneva			1.00	1/15th
2394	2394 Village at Bexley Dr.	Geneva	Y	Y	1.00	1/15th
2392	2392 Village at Bexley Dr.	Davenport I	Y		1.00	1/15th
2390	2390 Village at Bexley Dr.	Brentwood II	Y	Y	1.00	1/15th

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Basement</u>	<u>Screened/ Enclosed Porch</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1437	1437 Alumview Drive	Geneva	Y	Y	1.00	1/15th
1439	1439 Alumview Drive	Fontana	Y		1.00	1/15th
1450	1450 Bexton Loop	Brentwood I	Y		1.00	1/15th
					Total	<u>15/15ths</u> <u>or 100%</u>

EXHIBIT E
FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LANDINGS AT QUAIL CREEK CONDOMINIUM

Unit Types

Type

- Amherst Unit containing a bedroom, one and one-half baths, a family room, kitchen, dining area and a two car garage at street level, a bedroom, loft and an unfinished bonus room on the second floor and containing approximately 2,152 gross interior square feet⁽¹⁾. Units with a basement contain an additional approximately 920 gross interior square feet.
- Brentwood I Unit containing two bedrooms, one and one-half or two baths, a kitchen with eating area, a family/dining room and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,828 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 1,054 additional gross interior square feet.
- Brentwood II Unit containing a bedroom, one and one-half baths, a family room with dining area, kitchen with eating area, dining room/den, and a two-car garage at street level, a bedroom, bath, loft, and an unfinished bonus room on the second floor and containing approximately 2,376 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 1,054 additional gross interior square feet.
- Chamberlin I Unit containing two bedrooms, two baths, family room, kitchen, dining area and two car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,792 gross interior square feet⁽¹⁾.
- Davenport I Unit containing two bedrooms, two baths, family room, kitchen, dining/breakfast area, utility room, and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,952 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 952 additional gross interior square feet.
- Davenport II Unit containing two bedrooms, two baths, a family room, kitchen, dining/breakfast area, utility room and a two-car garage at street level, a bedroom, bath, loft, and unfinished bonus room on the second floor and containing approximately 2,556 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 952 additional gross interior square feet.
- Fontana Unit containing a bedroom, one and one-half baths, a family room/dinette, kitchen, dining room/den, and a two-car garage at street level, a bedroom, bath, loft, and an unfinished bonus room on the second floor and containing approximately 2,225 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 988 additional gross interior square feet.
- Geneva Unit containing a bedroom, bath, kitchen, family room/dining area, dining room/den, and a two-car garage at street level, a bedroom, bath, loft, and an unfinished bonus room on the second floor and containing approximately 2,381 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 1,034 additional gross interior square feet.
- Inglewood I Unit containing two bedrooms, two baths, a kitchen with eating area, dinette area, family room, optional den/bedroom #3, and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,770 gross interior square feet.⁽¹⁾
- Inglewood II Unit containing four bedrooms (with bedroom #3 being an optional den), three baths, kitchen with eating area, dinette space, family room, and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 2,387 gross interior square feet.⁽¹⁾

⁽¹⁾ Units with a screened porch contain an additional 120 gross interior square feet.

**SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLAGE AT BEXLEY CONDOMINIUM**



200403120054428
Pgs: 9 \$88.00 T20040022763
03/12/2004 10:40AM BXLOVELAND B0
Robert G. Montgomery
Franklin County Recorder

PLAT# 200403120054432

This second amendment to the Declaration of VILLAGE AT BEXLEY CONDOMINIUM is made on or as of this 24th day of February, 2004.

Recitals

A. Village at Bexley Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of the Village at Bexley Condominium ("the Declaration"), recorded in Instrument No. 200206180150058 and the Drawings thereof ("the Drawings"), recorded in Condominium Plat Book 103, Pages 62-74, both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the Declarant, Fiori Homes, Inc., desires by this amendment to add Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby amends the Declaration and Drawings to expand the Condominium and declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. **Definitions.** All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
2. **Additional Property Added.** A Legal description of the portion of the property added hereby to the Condominium Property, consisting of 0.231 acre, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch plot plan of the property is attached hereto, marked "Exhibit B", and hereby made a part hereof. A location drawing showing the relationship of the property added hereby and the Condominium Property is attached hereto, marked "Exhibit C", and hereby made a part hereof.
3. **Name.** The Condominium, as expanded hereby, shall continue to be named "Village at Bexley Condominium".
4. **Purposes.** The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
5. **Improvement Description.** The Additional Property added to the Condominium Property hereby contains one building, containing two dwelling units, and expands the Condominium to include a total of seventeen (17) dwelling units. The building contains two one and one-half story dwelling units, built on either concrete, concrete block or poured concrete foundations, with a wood frame, asphalt shingle roof, and a combination of vinyl siding and brick veneer exterior. The principal materials of which the building is constructed are wood, concrete, glass, drywall, concrete block, brick veneer, vinyl and asphalt shingle. Units added hereby have screened enclosed porches, but do not have basements. The residential building is located as shown on the Drawings. There are no recreation facilities created as a part of the Additional Property Added.

(Continued next page)

CERTIFICATE OF AUDITOR

A copy of this Second Amendment to the Declaration for Village at Bexley Condominium, together with the Second Amendment to the Drawings attached thereto, were filed with this office on March 12, 2004.

Franklin County Auditor

By: [Signature]
Deputy Auditor

TRANSFERRED

MAR 12 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 108 PAGE 13-16

6. Units.

A. Unit Designations. Each of the dwelling units added to the Condominium hereby (called a "Unit") is legally designated on the Second Amendment to the Drawings by a Unit designation, which is a number corresponding with the numerical portion of the street address of that Unit. The legal Unit designation of each Unit added hereby is shown on the Second Amendment to the Drawings where that Unit is located. A listing of proper Unit designations of the Units added hereby (and the Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof.

B. Composition of Units. Each Unit added hereby consists of the space in the building designated with that Unit's Unit designation on the Second Amendment to the Drawings and includes and excludes, as appropriate, those same items as are described and defined in the description of the Units in the Declaration. A description of each type of Unit is also set forth on the attachment hereto marked "Exhibit E", and hereby made a part hereof. The type of each Unit added hereby (and of each other Unit) is also shown on Exhibit D. Exhibit E to the first amendment to the Declaration contained an obvious factual and typographical error in that the title of the exhibit referred to a different condominium name. In fact, the actual name of the Condominium is "Village at Bexley Condominium" and that error is corrected hereby.

C. Unit Locations. The location of each Unit added hereby is shown on the Second Amendment to the Drawings, and is also shown on Exhibit B. Each Unit has direct access over Common Areas leading directly to College Avenue (U.S. 33), a public street.

7. Common and Limited Common Elements.

A. Common Elements. All of the Additional Property, which is hereby added hereto, including all of the land, and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Second Amendment to the Drawings as a part of a Unit, are Common Elements.

B. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common areas" or "limited common elements" on the Drawings or herein are Limited Common Elements. In the case of each Unit these Limited Common Elements consist of an exterior driveway area immediately in front of the attached garage serving that Unit, a front stoop or porch, and in some cases, a patio or yard area and the improvements within that area (except utility lines that serve another unit). Each such Limited Common Element is reserved for the exclusive use of the owners and Occupants of the Unit it is designed or designated to serve.

C. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on Exhibit D, and, in each case, is based on a par value of one (1.00). This Exhibit D supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding Additional Property to the Condominium Property:

A. the added portion shall thereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

B. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

C. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this 24 day of February, 2004.

FIORI HOMES, INC.
an Ohio corporation

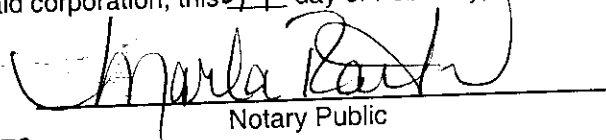
By 
Robert L. Fiorita, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Robert L. Fiorita, President of Fiori Homes, Inc., an Ohio corporation, on behalf of said corporation, this 24 day of February, 2004.



MARLA A. RAUTIO
Notary Public, State of Ohio
My Commission Expires 12-18-06


Notary Public

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, 50 West Broad Street, Columbus, Ohio 43215.



EXHIBIT A

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
VLLAGE AT BEXLEY CONDOMINIUM

Legal Description, Property Added
(0.231 acre)

Situated in the City of Columbus, County of Franklin, State of Ohio, located in Half Section 35, Section 24, Township 5, Range 22, Refugee Lands, being 0.231 acre of land out of a 12.864 acre tract conveyed to Fiori Homes Inc. in Official Record 20160J35, and being more particularly described as follows;

Beginning for Reference at an iron pin found in the westerly right-of-way line of College Avenue (right-of-way varies), at the northeasterly corner of said 12.864 acre tract and at the southeasterly corner of that 5.468 acre tract conveyed to Berwick Congregation of Jehovahs Witnesses, of record in Official Record 13753I106;

Thence, North 86° 16' 15" West, with the northerly line of said 12.864 acre tract and with the southerly line of said 5.468 acre tract and with the northerly line of THE VILLAGE AT BEXLEY CONDOMINIUM, of record in Condominium Plat Book 103, Pages 62-74, a distance of 255.21 feet to an iron pin found;

Thence, South 03° 43' 45" West, with the westerly line of said THE VILLAGE AT BEXLEY CONDOMINIUM, a distance of 80.67 feet to an iron pin found;

Thence, the following six (6) courses and distances with lines of said THE VILLAGE AT BEXLEY CONDOMINIUM, of record in Condominium Plat Book 103, Pages 62-74:

Course 1) North 86° 16' 15" West, a distance of 160.43 feet to an iron pin found;

Course 2) South 03° 43' 45" West, a distance of 98.39 feet to an iron pin found;

Course 3) With the arc of a curve to the left, having a radius of 111.00 feet, a central angle of 13°52'03", a chord bearing of South 03° 12' 16" East, a chord distance of 26.80 feet to an iron pin found;

Course 4) South 86° 17' 48" East, a distance of 80.84 feet to an iron pin found;

Course 5) North 03° 42' 12" East, a distance of 36.33 feet to an iron pin found;

Course 6) South 86° 17' 48" East, a distance of 71.67 feet to an iron pin found at the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, with the interior lines of said THE VILLAGE AT BEXLEY CONDOMINIUM, the following four (4) courses and distances;

Course 1) North 03° 42' 12" East, a distance of 64.59 feet to an iron pin found;

Course 2) South 86° 16' 15" East, a distance of 65.47 feet to an iron pin found;

Course 3) South 12° 44' 34" East, a distance of 128.89 feet to an iron pin found;

Course 4) South 77° 15' 26" West, a distance of 63.46 feet to an iron pin found;

Thence, North 24° 22' 47" West, a distance of 87.30 feet to THE PLACE OF BEGINNING.

EXHIBIT A (Continued)

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
VLLAGE AT BEXLEY CONDOMINIUM

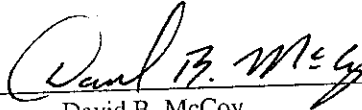
Legal Description, Property Added
(0.231 acre)

Containing 0.231 acre of land, more or less and being subject to all easements, restrictions, and rights-of-way of record.

Bearings are based on the bearing of South 13°53'47" East, as given for the westerly line of College Avenue, as shown on THE VILLAGE AT BEXLEY CONDOMINIUM, of record in Condominium Plat Book 103, pages 62-47.

All iron pins set are 3/4" inch iron pipe with a yellow plastic cap stamped "HOY SURV. - P.S. 7313".

All references are to records of the Recorder's Office, Franklin County, Ohio.



David B. McCoy
Registered Professional Surveyor No. 7632

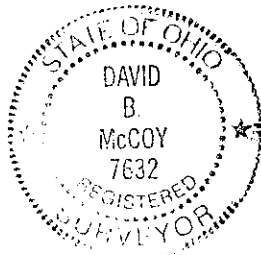
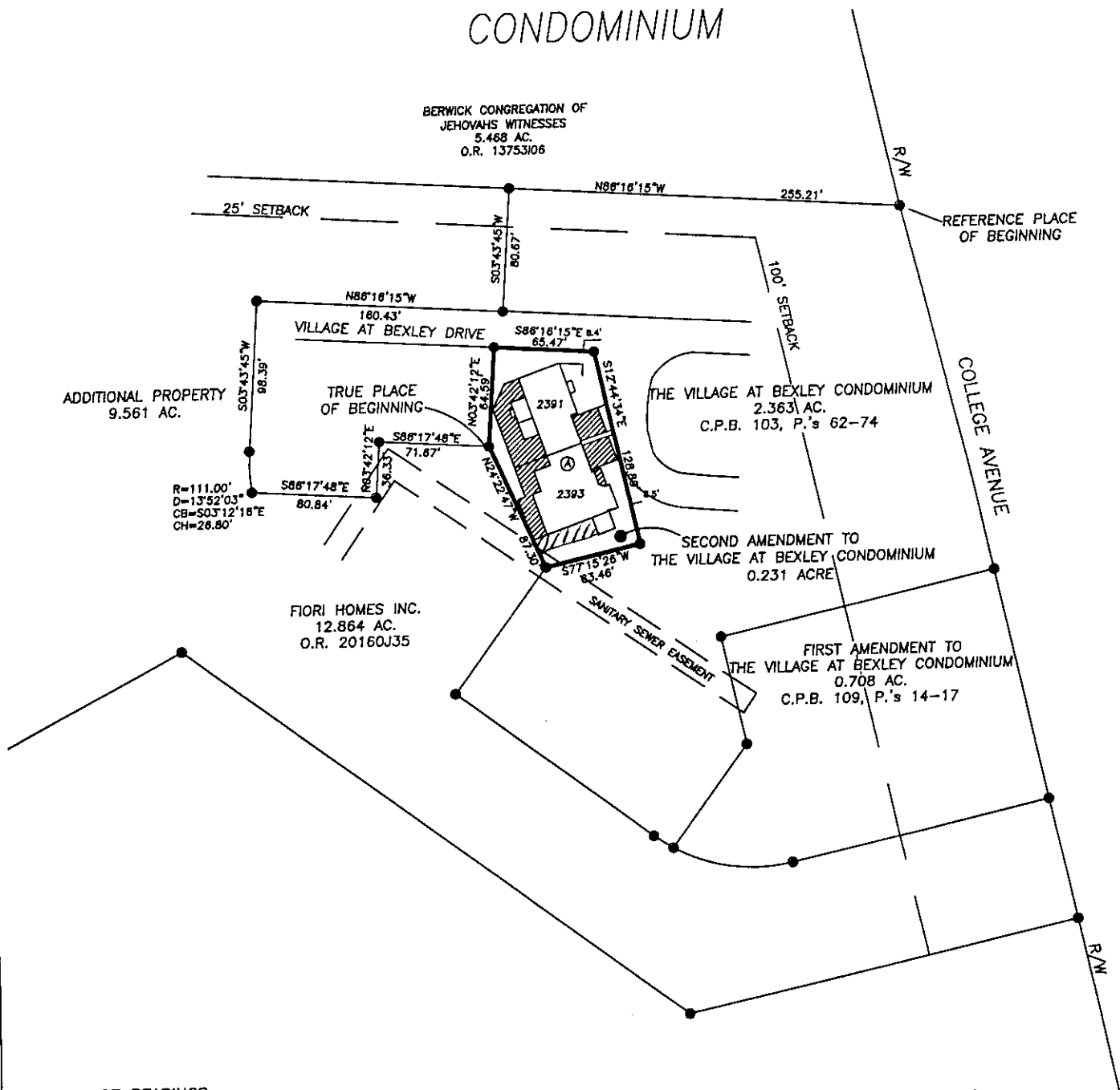






EXHIBIT B SECOND AMENDMENT TO THE VILLAGE AT BEXLEY CONDOMINIUM

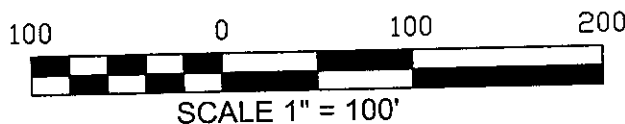


BASIS OF BEARINGS:

The bearings shown on this exhibit correspond to the bearing of S 13°53'47"E as given for the westerly line of COLLEGE AVENUE, as shown on THE VILLAGE AT BEXLEY CONDOMINIUM, of record in Condominium Plat Book 103, Page 62, Recorder's Office, Franklin County, Ohio.

LEGEND:

-  = LIMITED COMMON ELEMENTS
-  = LETTER DESIGNATES BUILDING
- XXXX = UNIT DESIGNATION
- ALL AREAS NOT DESIGNATED WITH A UNIT DESIGNATION OR AS LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS
-  = IRON PIN FOUND
-  = IRON PIN SET



5750 Chandler Court
Westerville, OH 43082
E-Mail: hoyssinc@aol.com
Phone (614) 895-1922
Survey Fax (614) 895-1949
Construction Fax (614) 895-9549



Order No. 15338-2003



EXHIBIT C SECOND AMENDMENT THE VILLAGE AT BEXLEY CONDOMINIUM

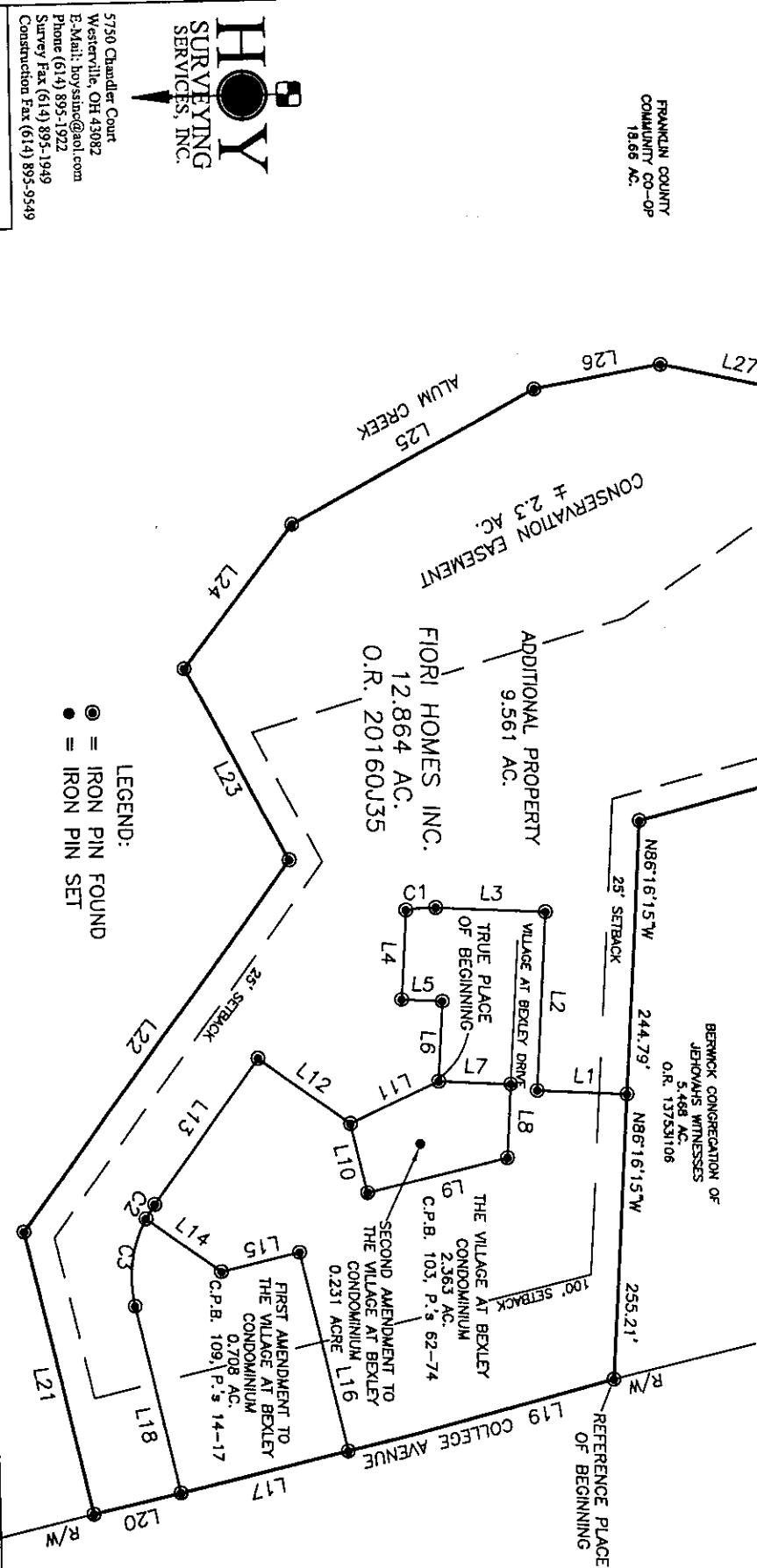
BASIS OF BEARINGS:
The bearings shown on this exhibit correspond to the bearing of S 13°53'47"E as given for the westerly line of COLLEGE AVENUE, as shown on THE VILLAGE AT BEXLEY CONDOMINIUM, of record in Condominium Plot Book 103, Page 62, Recorder's Office, Franklin County, Ohio.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	111.00'	26.87'	S 03°12'16" E	13°52'03"	
C2	111.00'	14.99'	S 57°21'00" E	07°44'18"	
C3	111.00'	80.34'	N 81°57'13" W	41°28'15"	

CURVE TABLE

LINE	BEARING	LENGTH	BEARING	LENGTH
L1	N 03°43'45" E	80.67'		
L2	N 86°16'15" W	160.43'		
L3	S 03°43'45" W	98.39'		
L4	S 86°17'48" E	80.84'		
L5	N 03°42'12" E	36.33'		
L6	S 86°17'48" E	71.67'		
L7	S 03°42'12" W	64.59'		
L8	S 86°16'15" E	65.47'		
L9	S 12°44'34" E	128.89'		
L10	N 77°15'26" E	63.46'		
L11	S 24°22'47" E	87.30'		
L12	S 36°29'05" W	101.00'		
L13	S 53°28'51" E	159.23'		
L14	N 36°29'05" E	82.56'		
L15	N 12°41'21" W	71.70'		
L16	N 77°18'39" E	182.86'		
L17	S 03°43'45" W	80.67'		
L18	N 77°18'39" E	171.82'		
L19	N 13°53'47" W	189.82'		
L20	N 12°41'21" W	80.00'		
L21	N 77°18'39" E	260.16'		
L22	S 53°28'51" E	407.58'		
L23	N 62°08'40" E	194.50'		
L24	S 52°07'48" E	160.93'		
L25	S 27°47'51" E	247.35'		
L26	S 09°36'15" E	115.44'		
L27	S 12°54'15" W	140.21'		
L28	S 26°06'47" E	263.85'		
L29	S 48°07'49" E	173.15'		
L30	N 86°16'16" W	497.40'		
L31	N 13°53'48" W	500.00'		
L32	N 86°16'16" W	500.00'		

LINE TABLE



5750 Chandler Court
Westerville, OH 43082
E-Mail: hoyss@att.net
Phone (614) 895-1922
Survey Fax (614) 895-1949
Construction Fax (614) 895-9549

Order No. 15338-2003

EXHIBIT D
SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLAGE AT BEXLEY CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Basement</u>	<u>Screened/ Enclosed Porch</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2395	2395 Village at Bexley Dr.	Geneva		Y	1.00	1/17th
2397	2397 Village at Bexley Dr.	Fontana			1.00	1/17th
1427	1427 Alumview Dr.	Brentwood I			1.00	1/17th
1444	1444 Bexton Loop	Davenport II		Y	1.00	1/17th
1442	1442 Bexton Loop	Davenport I		Y	1.00	1/17th
1440	1440 Bexton Loop	Brentwood II		Y	1.00	1/17th
1422	1422 Bexton Loop	Brentwood I			1.00	1/17th
2385	2385 Village at Bexley Dr.	Fontana		Y	1.00	1/17th
2387	2387 Village at Bexley Dr.	Geneva			1.00	1/17th
2394	2394 Village at Bexley Dr.	Geneva	Y	Y	1.00	1/17th
2392	2392 Village at Bexley Dr.	Davenport I	Y		1.00	1/17th
2390	2390 Village at Bexley Dr.	Brentwood II	Y	Y	1.00	1/17th
1437	1437 Alumview Drive	Geneva	Y	Y	1.00	1/17th
1439	1439 Alumview Drive	Fontana	Y		1.00	1/17th
1450	1450 Bexton Loop	Brentwood I	Y		1.00	1/17th

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Basement</u>	<u>Screened/ Enclosed Porch</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2391	2391 Village at Bexley Dr.	Fontana		Y	1.00	1/17th
2393	2393 Village at Bexley Dr.	Inglewood I		Y	1.00	1/17th
					Total	<u>17/17ths</u> <u>or 100%</u>

EXHIBIT E
SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLAGE AT BEXLEY CONDOMINIUM

Unit Types

Type

- Amherst Unit containing a bedroom, one and one-half baths, a family room, kitchen, dining area and a two car garage at street level, a bedroom, loft and an unfinished bonus room on the second floor and containing approximately 2,152 gross interior square feet⁽¹⁾. Units with a basement contain an additional approximately 920 gross interior square feet.
- Brentwood I Unit containing two bedrooms, one and one-half or two baths, a kitchen with eating area, a family/dining room and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,828 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 1,054 additional gross interior square feet.
- Brentwood II Unit containing a bedroom, one and one-half baths, a family room with dining area, kitchen with eating area, dining room/den, and a two-car garage at street level, a bedroom, bath, loft, and an unfinished bonus room on the second floor and containing approximately 2,376 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 1,054 additional gross interior square feet.
- Chamberlin I Unit containing two bedrooms, two baths, family room, kitchen, dining area and two car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,792 gross interior square feet⁽¹⁾.
- Davenport I Unit containing two bedrooms, two baths, family room, kitchen, dining/breakfast area, utility room, and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,952 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 952 additional gross interior square feet.
- Davenport II Unit containing two bedrooms, two baths, a family room, kitchen, dining/breakfast area, utility room and a two-car garage at street level, a bedroom, bath, loft, and unfinished bonus room on the second floor and containing approximately 2,556 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 952 additional gross interior square feet.
- Fontana Unit containing a bedroom, one and one-half baths, a family room/dinette, kitchen, dining room/den, and a two-car garage at street level, a bedroom, bath, loft, and an unfinished bonus room on the second floor and containing approximately 2,225 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 988 additional gross interior square feet.
- Geneva Unit containing a bedroom, bath, kitchen, family room/dining area, dining room/den, and a two-car garage at street level, a bedroom, bath, loft, and an unfinished bonus room on the second floor and containing approximately 2,381 gross interior square feet.⁽¹⁾ Units with a basement contain approximately 1,034 additional gross interior square feet.
- Inglewood I Unit containing two bedrooms, two baths, a kitchen with eating area, dinette area, family room, optional den/bedroom #3, and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 1,770 gross interior square feet.⁽¹⁾
- Inglewood II Unit containing four bedrooms (with bedroom #3 being an optional den), three baths, kitchen with eating area, dinette space, family room, and a two-car garage at street level, an unfinished bonus room over the garage, and containing approximately 2,387 gross interior square feet.⁽¹⁾

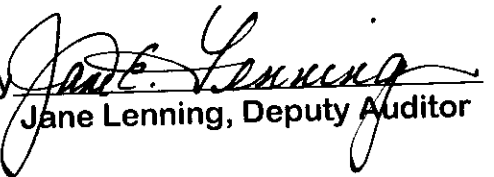
⁽¹⁾ Units with a screened porch contain an additional 120 gross interior square feet.

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR

200703150045402
Pgs: 9 \$88.00 T20070017111
03/15/2007 11:02AM BXALLEN KUEHN
Robert G. Montgomery
Franklin County Recorder


Village at Bexley
Condominium

Franklin County Auditor

By 
Jane Lenning, Deputy Auditor

This instrument prepared by

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

RECEIVED
JOSEPH W. TESTA
MAR 15 2007
FRANKLIN COUNTY AUDITOR
BY 
DEPUTY COUNTY AUDITOR

Index

Certification	i
Amendment	1
Background	1
Additional Definitions	1
New Developer	1
Remaining Additional Property	1
Amendments Authorizing Expansion to 90 Units	1
Article XVII Sections 8 Maximum Number of Units	2
Article XVII Sections 10 Compatibility of Structures	2
Article XVII Sections 11 Improvements Other than Structures	2
Article XVII Sections 12 Types of Units	2
Article XVII Sections 14 Supplementary Drawings	3
Article XVII Sections 15 Procedures for Expansion	3
Article XVII Sections 16 Effects of Expansion	3
Article VI, Section 3 All Units interest in common elements equal	4
Article III, sub-item 2(a)(ii) Unit Uses-models	4
Article III, sub-item 2(g)(ii) Renting and Leasing-Declarant's Units	4
Article III, sub-item 2(h)(iii) Signs-During Sales Period	4
Article III, sub-item 2(o) Architectural Control – New Developer's Improvements	5
Reaffirmation of Easement Rights to Remaining Additional Property	5
Construction of Amendment	5
Elimination of Condominium Instrument Requirements for Deposits	6
Prohibition of Occupancy by Sexual Predators	6

THIRD AMENDMENT TO DECLARATION
VILLAGE AT BEXLEY CONDOMINIUM

Certification

The undersigned President and Secretary of the Village at Bexley Condominium hereby certify that the following amendments to the original Declaration for the Village at Bexley Condominium (recorded as Instrument Number 200206180150058 of the Franklin County, Ohio Records) has been duly approved with the unanimous consent of all of the unit owners and the required approvals of eligible mortgagees (if any).

John B. Williams
President

Annetta L. Watkins
Secretary

State of Ohio
County of Franklin, SS:

Before Me, a notary public, personally appeared JOHN B. WILLIAMS and ANNETTA L. WATKINS the president and secretary, respectively, of Village at Bexley Condominium, who acknowledged the execution of the foregoing instrument to be their free act and deed, for the uses and purposes set forth therein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 15 day of MARCH, 2007.

Charles T. Williams
Notary Public



CHARLES T. WILLIAMS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

**AMENDMENT TO DECLARATION
VILLAGE AT BEXLEY CONDOMINIUM**

Background

The original Declaration of Condominium for the Village at Bexley Condominium (recorded as Instrument Number 200206180150058 of the Franklin County, Ohio Records) permitted the original Declarant to construct 60 units in the Condominium. The remaining portion of the Additional Property, described in the original Declaration but not yet added to the Condominium, has been purchased at foreclosure sale by SREP Bexley, LLC (the "New Developer"). The New Developer intends to construct a total of 73 Units on the Remaining Additional Property, which, when added to the 17 Units currently in the Village at Bexley Condominium, would expand the project to a total of 90 Units. The owners of the 17 current units unanimously consent to (and have requested that) the new units be added to the original Condominium to comprise one, single condominium project, and have agreed to approve the changes to the original Declaration which would be necessary to permit such expansion in accordance with the New Developer's plan.

Additionally, the Unit Owners have agreed to an update of the Declaration to permit deposits to be held in accordance with the provisions of the newly revised Condominium Statute (Chapter 5311 of the Ohio Revised Code), and to prohibit the occupancy of Units in the project by certain sexual predators.

Additional Definitions:

In addition to the definitions contained in the original Declaration, the following definitions are hereby added:

"New Developer" shall mean and refer to SREP Bexley, LLC, a Delaware Limited Liability Company, which is the new owner of the remaining portion of the Additional Property described in the Declaration but not yet added to the Condominium.

"Remaining Additional Property" means and refers to the portion of the Additional Property described in the Declaration but not yet added to the Condominium.

Amendments to permit the construction of 73 additional units on the Remaining Additional Property for a total of 90 units in the Condominium.

The Declaration is hereby amended to permit the construction of 73 additional units on the Remaining Additional Property for a total of 90 units in the Condominium, and the addition, by the New Developer of such Additional

Property to the Condominium. To aid in the implementation of such amendment, the following provisions of the Declaration are hereby changed as follows:

Sections 8, 10, 11, 12, 14, 15 and 16 of Article XVII of the declaration are hereby amended to read as follows:

Section 8. Maximum Number of Units. The maximum number of Units that may be created on the Remaining Additional Property and added to the Condominium after the date hereof, is seventy-three (73), bringing the total number of Units in the Condominium up to ninety (90), provided that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Remaining Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum number Units that may be added to the Condominium Property, there is no limit as to the maximum number of units per acre that may be created on any portion of the Remaining Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Remaining Additional Property and added to the Condominium will be consistent and compatible (in terms of structure type, quality of construction, the principal materials to be used, and architectural style and design) with the structures being constructed on the fourth phase of the project (units 1 through 8 and 41 through 52, which will be the first units on the Remaining Additional Property to be added to the Condominium), which have been approved by the Board of the Association. Compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Remaining Additional Property is compatible and harmonious with those then on the fourth phase of the project. Design shall not be deemed to be incompatible or not consistent because of changes in the number of dwelling units in a building, types of dwelling units in a building, variances in set-backs or locations of structures in relation to other improvements, or minor changes in design or finish detail.

Section 11. Improvements Other than Structures. The New Developer may construct drives, sidewalks, yard areas and other improvements on the Remaining Additional Property, but is not required to construct such improvements, nor to make them similar to such improvements already added to the Condominium. There are no restrictions on the types of such improvements made on any portion of the Remaining Additional Property.

Section 12. Types of Units. Units constructed on the Remaining Additional Property do not need to be identical to Units currently on the Condominium, and there are no restrictions, other than have been otherwise set forth in this Amendment, on the types of Units constructed

on any portion of the Remaining Additional Property and added to the Condominium.

Section 14. Supplementary Drawings. At such time as the New Developer adds all or any portion of the Remaining Additional Property to the Condominium Property it shall file drawings with respect to the Remaining Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Remaining Additional Property shall be added to the Condominium by the execution and filing for record by the New Developer, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, of an amendment to the Declaration that contains the information and drawings with respect to the Remaining Additional Property and improvements thereon added required by the Condominium Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the Franklin County Recorder of an amendment to the Declaration adding all or any portion of the Remaining Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessments plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the original Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to the New Developer, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two-year period of time from the date of the closing by the New Developer of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, to maintain and utilize one or more of those Units and/or a portion or portions of the Common elements and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with

the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that owner or owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of each Unit, including those added, having an equal undivided interest;

(d) with respect to Units added, operating assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any operating assessment, and shall be prorated based upon the number of full calendar months remaining in the year for which the operating assessments were levied; and

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

The first sentence of Section 3 of Article VI is hereby amended to read as follows:

The undivided interest in the Common Elements of each Unit is equal, whether such Unit is currently in the Condominium or is constructed on the Remaining Additional Property and added at a later date.

Sub-item 2(a)(ii) of Article III, dealing with the Declarant's right to use one or more Units for sales purposes, is hereby amended to read as follows:

(ii) it shall be permissible for the New Declarant to maintain, during the period of its sale or rental of Units, one or more Units and/or a portion or portions of the Common Elements, as sales and rental models and offices, and for storage and maintenance purposes;

Sub-item 2(g)(ii) of Article III, dealing with the Declarant's right to lease one or more Units, is hereby amended to read as follows:

(ii) the New Declarant, or the New Declarant's assignee who becomes a successor new developer with regard to the Remaining Additional Property, to rent a Unit or Units owned by New Declarant or such successor.

Sub-item 2(h)(iii) of Article III, dealing with the Declarant's right to signs, is hereby amended to read as follows:

(iii) on signs advertising the sale and/or rental of Units by the New Declarant during the period of its initial sale and rental of Units.

The first line of Sub-item 2(o) of Article III is hereby amended by replacing the words "Declarant" with "New Declarant (with regard to improvements constructed on the Remaining Additional Property)".

Reaffirmation and renewal of Easement Rights to Remaining Additional Property

The members of the Condominium having unanimously come to agreement with the New Developer regarding the matters set forth herein, the Association's officers, acting on behalf of the Association and the individual members, wish to memorialize that if, for whatever reason, the entirety of the Remaining Additional Property is not added to the Condominium, the easements across the Condominium Property for access to and from, and for utilities serving, the Remaining Additional Property shall be reaffirmed and, to the extent necessary, renewed to remove any doubt that they are in full force and effect for the benefit of the Remaining Additional Property, whether or not it is added to the Condominium, provided that the owners of any portion of the Remaining Additional Property that is not added to the Condominium, shall be responsible for a proportionate share of the costs of the use, maintenance, repair and replacement of such access roads and utility lines which serve the portions of the Remaining Additional Property not added to the Condominium, based upon the number of completed residential units in each portion. To aid in the implementation of such agreement, the following provisions of the Declaration are hereby changed as follows:

The officers signing this Amendment hereby affirm that the members, by unanimous vote, have renewed, and the Association hereby reaffirms and, to the extent necessary, re-grants the easements retained by the original Declarant, as set forth in the second paragraph of Section 7 of Article XIV of the original Declaration, for the benefit of the current and future owners of the Remaining Additional Property, whether or not any or all of such Remaining Additional Property is added to the Condominium. The owners of any portion of the Remaining Additional Property that is not added to the Condominium, shall be responsible for a proportionate share of the costs of the use, maintenance, repair and replacement of such access roads and utility lines which serve the portions of the Remaining Additional Property not added to the Condominium, based upon the number of completed residential units in each portion.

Amendment to be liberally construed to give New Developer right to Develop Remaining Additional Property

Wherever, in the portions of the Declaration not changed by this amendment, reference is made to the Declarant, such provision shall be interpreted liberally to permit the New Declarant to exercise the rights, with

respect to the Remaining Additional Property, which could have been exercised by the original Declarant with respect to the initial phases of the Condominium, provided that no such interpretation shall be adopted which burdens the New Declarant with any of the responsibilities of the original Declarant, including, without limitation, any warranty obligations with regard to improvements in the first three phases of the Condominium.

Elimination of Condominium Instrument Requirements Dealing with Deposits

The Condominium Statute having been revised in 2004 to replace certain requirements concerning deposits, the Declaration is hereby amended to eliminate Section 2 of Article XVI. Provisions regarding current deposit requirements are to be placed in the contracts with individual buyers.

Prohibition of Occupancy by Sexual Predators

The following sub-section (q) is hereby added to Section 2 (Restrictions) of Article III of the Declaration:

- (q) **Sex Offenders.** No person who:
- (i) is adjudicated or designated to be a sexual predator or a habitual sex offender by an appropriate court or law enforcement agency, and
 - (ii) is required to register with a designated registering agency


under the laws of the State of Ohio pursuant to the Ohio Sex Offenders Act, or any similar laws or ordinances of the State of Ohio, any other state or federal jurisdiction, or any political subdivision of any of the foregoing, as the same may be, from time to time amended

may reside in or occupy a Unit for any length of time, nor enter upon the Condominium Property as a guest, visitor, employee or contractor of a Unit Owner or Occupant of any Unit.

The Association may enforce the provisions of this section by commencing an action to enjoin such person from occupying a Unit and/or from coming on the Condominium Property; or to evict such person; or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and all costs in connection therewith, including attorneys and paralegal fees, shall be charged to the Unit, and the Owner of the Unit, in which such person resides or of which such person is a guest, visitor, employee or contractor, as a Special Individual Unit Assessment, enforceable in accordance with the provisions of this Declaration.

Condominium Plat
200705220089234

**FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLAGE AT BEXLEY CONDOMINIUM**


200705220089233
Pgs: 7 \$72.00 T20070033472
05/22/2007 1:24PM BXALLEN KUHNL
Robert G. Montgomery
Franklin County Recorder

This Amendment to the Declaration of Condominium for Village at Bexley Condominium, expanding and submitting additional property to the condominium is made as of this 11th day of May, 2007.

Background:

A. Village at Bexley Condominium (the "Condominium") is a condominium created pursuant to the provisions of chapter 5311 of the Revised Code of Ohio by the filing of the Declaration of the Village at Bexley Condominium, recorded in Instrument No. 200206180150058 and the Drawings thereof (the "Drawings"), recorded in Condominium Plat Book 103, Pages 62-74, both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto. (The "Declaration" shall mean and refer to the original declaration, as amended by the prior amendments thereto.)

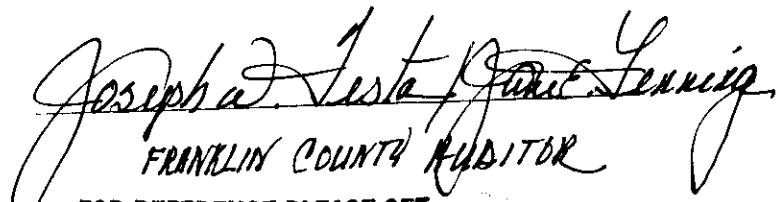
B. SREP Bexley Condominium LLC, a Delaware limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto. SREP Bexley Condominium LLC is the purchaser of the portion of the additional property described in exhibit C to the Declaration but not yet added to the Condominium

C. The Declarant, pursuant to Article XVII of the Declaration and pursuant to the consent granted by all Unit owners in the Third Amendment to the Declaration of Condominium of Village at Bexley Condominium, recorded in Instrument No. 200703150045402 of the Recorder of Franklin County, Ohio, has the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

TRANSFERRED

MAY 22 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO


FRANKLIN COUNTY AUDITOR
FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 186 PAGE 98-104

Declaration

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

1. Definitions. All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. Additional Property Added. A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. Name. The Condominium as expanded hereby shall continue to be named Village at Bexley Condominium.
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
5. Improvements Description. The property being added by this amendment consists of one tract of land, on which are situated two residential buildings containing eight unit each, for a total of sixteen units.
6. Units.
 - a. Unit Designation. The Units added to the condominium are designated on the drawings filed simultaneously herewith, by unit numbers which are referenced on the drawings filed herewith. A listing of the proper Unit designations for all Units in the Condominium is attached as Exhibit B.
 - b. Composition of Units. The Units added hereby consist of the building (including, without limitation, all interior spaces and exterior surfaces) designated by that Unit's designation on the Drawings filed simultaneously herewith, and all improvements therein, as the term "units" are described and defined in the description of Units in the Declaration.
 - c. Unit Locations. The location of each Unit added hereby is shown on the Drawings filed simultaneously herewith.
7. Common and Limited Common Elements.
 - a. Common Elements. All of the property described in Exhibit A, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described

herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Elements.

- b. Undivided Ownership of Common Elements. The undivided interest in the Common Elements appurtenant to all Units in the Condominium as expanded hereby, and as thereby allocated and reallocated, are shown in the attached Exhibit B, and are all equal to one/thirty-third (1/33rd). The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

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

- a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;
- b. the owner or owners of Units within such property shall thereupon become members of the Condominium Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and
- c. in all other respects, all of the provisions of the Declaration shall include and apply to such property, and to the owners, mortgagees and lessees of Units thereon, with equal meaning and of like force and effect.
- d. Easements for access and utilities are hereby created and reserved: (i) for the benefit of all of the Owners and Occupants of Units on the Condominium Property and Additional Property, across all property described in Exhibit A of this Amendment; and (ii) for the benefit of all of the Owners and Occupants of Units on the property described in Exhibit A of this Amendment, across all of the Condominium Property and Additional Property.


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

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 11th day of May, 2007.

SREP Bexley Condominium LLC,
a Delaware Limited Liability Company

By: SIR Bexley Associates LLC
Authorized Member

By: Soundview Real Estate Partners, LLC
its sole member

BY: 

Nicholas D. Newman
managing member

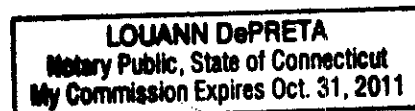
STATE OF Connecticut
COUNTY OF Fairfield, SS:

Before me, a notary public, personally appeared Nicholas D. Newman, managing member of Soundview Real Estate Partners, LLC, the sole member of SIR Bexley Associates LLC, the authorized member of SREP Bexley Condominium LLC, a Delaware limited liability company, the Declarant in the foregoing instrument, who acknowledged the execution of this instrument to be the signatory's free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 11th day of May, 2007.



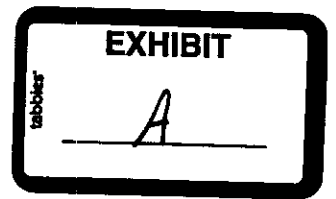
Notary Public



This instrument prepared by:

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





**THE VILLAGE AT BEXLEY CONDOMINIUM
FOURTH AMENDMENT**

Situated in the State of Ohio, County of Franklin, City of Columbus, located in Section 24, Township 5, Range 22, Refugee Lands, being out of that 9.562 tract as conveyed to SREP Bexley Condominium, LLC by deed of record in Instrument Number 200604280080480 (all references, refer to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning, for reference at a ¼" iron pin found (bent 0.76' north) at a northwesterly corner of that 5.468 acre tract as conveyed to Berwick Congregation of Jehovahs Witnesses by deed of record in Official Record 13753I06, being in the southerly line of Lot 1440 of that subdivision entitled "Berwick Subdivision" of record in Plat Book 19, Page 25;

thence South 18° 37' 07" East, with the westerly line of said 5.468 acre tract, a distance of 64.25 feet to an iron pin set, being the TRUE POINT OF BEGINNING;

thence South 18° 37' 07" East, continuing with said westerly line, a distance of 117.36 feet to an iron pin set;

thence across said 9.562 acre tract, the following courses and distances:

South 71° 22' 53" West, a distance of 80.67 feet to a point;

South 18° 37' 07" East, a distance of 377.40 feet to a point;

North 89° 00' 25" East, a distance of 59.01 feet to a point;

North 00° 59' 35" West, a distance of 80.67 feet to a ¼" iron pin found at a southwesterly corner of said 5.468 acre tract;

thence North 89° 00' 25" East, with the southerly line of said 5.468 acre tract, a distance of 244.79 feet to an iron pin set at the northwesterly corner of "The Village at Bexley Condominium" of record in Condominium Plat Book 103, Page 62;

thence with the westerly perimeter of said "The Village at Bexley Condominium", the following courses and distances:

South 00° 59' 35" East, a distance of 80.67 feet to an iron pin set;

South 89° 00' 25" West, a distance of 160.43 feet to an iron pin set; and

South 00° 59' 35" East, a distance of 24.00 feet to a point;

thence across said 9.562 acre tract, the following courses and distances:

South 89° 00' 25" West, a distance of 160.93 feet to a point;

North 18° 37' 07" West, a distance of 317.65 feet to a point;

South 71° 15' 08" West, a distance of 122.02 feet to a point;

South 75° 55' 47" West, a distance of 52.55 feet to a point;

North 32° 46' 37" West, a distance of 71.21 feet to a point;

North 22° 34' 29" West, a distance of 100.88 feet to a point; and

North 67° 24' 23" East, a distance of 304.19 feet to the TRUE POINT OF BEGINNING, and containing 1.810 acre of land, more or less, being out of Auditors Parcel Number 010-246854.

**THE VILLAGE AT BEXLEY CONDOMINIUM
FOURTH AMENDMENT**

-2-

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing records and an actual field survey performed in January 2004.

Bearings are based on the bearing of South 30° 43' 30" East, for the centerline of College Avenue, between concrete monuments found at centerline state 139+04.78 and 144+79.25 per record plans FRA-33-21.72 at the Ohio Department of Transportation.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

5/14/07

Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/April 23, 2007
1_810 ac 70734

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2395	2395 Village at Bexley Drive	1.00	1/33rd
2397	2397 Village at Bexley Drive	1.00	1/33rd
1427	1427 Alumview Drive	1.00	1/33rd
1444	1444 Bexton Loop	1.00	1/33rd
1442	1442 Bexton Loop	1.00	1/33rd
1440	1440 Bexton Loop	1.00	1/33rd
1422	1422 Bexton Loop	1.00	1/33rd
2385	2385 Village at Bexley Drive	1.00	1/33rd
2387	2387 Village at Bexley Drive	1.00	1/33rd
2394	2394 Village at Bexley Drive	1.00	1/33rd
2392	2392 Village at Bexley Drive	1.00	1/33rd
2390	2390 Village at Bexley Drive	1.00	1/33rd
1437	1437 Alumview Drive	1.00	1/33rd
1439	1439 Alumview Drive	1.00	1/33rd
1450	1450 Bexton Loop	1.00	1/33rd
2391	2391 Village at Bexley Drive	1.00	1/33rd
2393	2393 Village at Bexley Drive	1.00	1/33rd

*	2276	2276 Village at Bexley Drive	1.00	1/33rd
*	2280	2280 Village at Bexley Drive	1.00	1/33rd
*	2284	2284 Village at Bexley Drive	1.00	1/33rd
*	2288	2288 Village at Bexley Drive	1.00	1/33rd
*	2290	2290 Village at Bexley Drive	1.00	1/33rd
*	2294	2294 Village at Bexley Drive	1.00	1/33rd
*	2298	2298 Village at Bexley Drive	1.00	1/33rd
*	2302	2302 Village at Bexley Drive	1.00	1/33rd
*	2358	2358 Village at Bexley Drive	1.00	1/33rd
*	2362	2362 Village at Bexley Drive	1.00	1/33rd
*	2366	2366 Village at Bexley Drive	1.00	1/33rd
*	2370	2370 Village at Bexley Drive	1.00	1/33rd
*	2372	2372 Village at Bexley Drive	1.00	1/33rd
*	2376	2376 Village at Bexley Drive	1.00	1/33rd
*	2380	2380 Village at Bexley Drive	1.00	1/33rd
*	2384	2384 Village at Bexley Drive	1.00	1/33rd

***Unit Added by this Amendment**