



Welcome to the French Quarter, Inc.

1631 Roxbury Road . Marble Cliff, Ohio 43212

The French Quarter is on a charming, residential cul-de-sac located in the village of Marble Cliff, Ohio. It is part of the larger town of Grandview Heights, with whom it shares the services of Fire, Police, Sanitation and Schools. Organized in December of 1960 as a cooperative community, The French Quarter is comprised of six buildings (A through F), housing 26 unique units of different sizes and layouts.

HOW IS THE FRENCH QUARTER STRUCTURED?

The French Quarter, Inc. is a not-for-profit corporation. While co-ops are common on the east coast, the French Quarter may be the only residential co-op community in Ohio. The structure differs from a condominium in that unit-owners are shareholders (frequently referred to as leaseholders) in the corporation and have the right to a 99-year, renewable lease. A co-op also has a self-managing Board of Trustees made up of unit owners.

HOW DO MY CO-OP FEES WORK?

Co-op fees are based on the square footage of each unit. Fees cover exterior maintenance, leaf-and snow-removal, Franklin County property tax (based on unit size), gardening for common areas, outside insurance, trash removal, as well as water and sewer services. Monthly fees are collected by the Board's Treasurer and are due on the first of each month. They can be paid by check or electronically.

WHO TAKES CARE OF THE GROUNDS?

The French Quarter hires a landscape company to handle groundskeeping in the common areas. However, many units include private gardens and decks for which individual unit-owners are responsible.

WHO RUNS THE FRENCH QUARTER'S BUSINESS?

The French Quarter is governed by its Board of Trustees whose members are elected by the unit-owners from among nominated residents at the annual meeting each January. They serve one and two year terms.

The Board handles all French Quarter business at monthly meetings. Meetings are open to all residents, and all residents receive a copy of the Board Meeting Minutes.

HOW DO I FIND OUT ABOUT THE FRENCH QUARTER'S POLICIES AND RULES?

Each unit owner will receive from his/her realtor the following French Quarter Documents: **The Administrative Rules, Lease for Ninety-Nine Year Term With Rights to Renew, Amended Articles of Incorporation, Amended Code of Regulations and Modification of Leases (1984).**

THE BUYER'S INTERVIEW

Anyone who enters into contract will be interviewed by the Board of Trustees before a sale is approved. This interview is for the buyer and his/her family only (please, no realtors or agents). This is an informal get-to-know-you meeting, typically at the home of the Board President. The objective is to help you understand the unique character of The French Quarter, review the rules and regulations and answer any questions.

HOW CAN I DO MY PART TO SUPPORT THE COMMUNITY?

As the term "Cooperative Community" indicates, the well-being of The French Quarter relies to a significant extent on the cooperative spirit of each lease-holder.

Such cooperation consists in careful adherence to the Administrative Rules.

As a resident, there are multiple opportunities to help-out with maintaining and enjoying our community. At the Buyer's Interview, you will likely be asked if you are interested in participating in caring for the grounds and/or governance. Opportunities include Board service as well as participation on the garden and maintenance committees.

BENEFITS OF RESIDING IN THE FRENCH QUARTER

The French Quarter is a warm and welcoming community - a small sanctuary from the rest of the world where residents respect each other's privacy and quiet time. At the same time, for those who want to get to know their neighbors, we plan one or two parties a year as well and sometimes participate in the Grandview Yard Sale. All residents and their families are invited to participate.

WHAT CAN I DO IF I HAVE CONCERNs OR SUGGESTIONS?

Any resident or leaseholder can submit concerns or suggestions to the Board of Trustees for consideration. As members of a self-governing community, residents vote on any changes in by-laws, rules, regulations and fees. They also vote on decisions about projects proposed by the Board to be undertaken in the community. Residents are encouraged to attend Board Meetings and participate in the planning of projects.

For more information, feel free to contact _____.

THE FRENCH QUARTER, INC.

To: Realtors, Title Companies, Sellers and Buyers

Re: Procedures for Transfer of Leasehold Estate

1. Seller shall notify Board of bona fide offer for purchase of leasehold estate (and provide copy) including:

- (a) Purchase price;
- (b) Terms and conditions of sale;
- (c) Name and address of prospective buyer.

2. Proposed new Lessee (Buyer) shall meet with Board of Directors prior to closing (call President to determine date and time).

3. At meeting new Lessee should receive:

- (a) Copy of lease;
- (b) Amendments to lease;
- (c) Amended Code of Regulations; and
- (d) Current Administrative Rules.

4. New Lessee (Buyer) should sign "Agreement to Observe Rules of French Quarter, Inc." which should be sent to corporate attorney by the Board.

5. Board to decide within fifteen days whether to accept or reject Offer. If accepted purchase contract is assigned to Board and closes within ten (10) days. If rejected, President to sign Certificate of Rejection and send to corporate attorney.

6. Corporate attorney needs to be contacted by the Seller's Realtor, Buyer's Realtor and title company before closing to coordinate documents.

7. At closing Seller should bring Stock Certificate executed on reverse side or provide signed "Certificate of Lost Security and Indemnity".

8. Buyer/Lessee to pay at closing:

- (a) \$100.00 administrative fee to French Quarter; and
- (b) Corporate attorney's fees (\$465.00).

9. After closing, executed Stock Certificate or other originals sent to corporate attorney along with fees.

10. Corporate attorney returns executed Stock Certificate to corporation along with administrative fee for issuance of new Stock Certificate and delivery to Buyer/Lessee.

LEASE FOR NINETY-NINE YEAR TERM
WITH RIGHTS TO RENEW

This Lease, made this _____ day of _____,
19____ between THE FRENCH QUARTER, INC., an Ohio corporation
(hereinafter called the "Lessor") and _____
_____ (hereinafter called "Lessee", whether one
or more than one).

W I T N E S S E T H

I. NINETY-NINE YEAR TERM RENEWABLE BY LESSEE

The Lessor, for and in consideration of the payments which the Lessee agrees to make and the covenants and agreements hereinafter contained, on the part of the Lessee (his executors, administrators, distributees, legatees, and authorized assigns) to be paid, kept and performed, has demised and leased, and by these presents does demise and lease, unto the Lessee, and the Lessee does hereby take, upon and subject to the conditions hereinafter expressed, the space comprising Apartment No. _____ and garage number _____ of the residential development known as The French Quarter, located at 1631 Roxbury Road in the Village of Marble Cliff, Franklin County, Ohio and situated on land described on "Exhibit A" attached hereto and hereby made a part hereof, as said apartment and garage are shown and designated on the plans and records maintained by the Lessor, together with the patio and/or deck appurtenant to said apartment, if any, and together also with a non-exclusive right to use in common with other lessees of parts of said development the private roadways, sidewalks and other areas of said development designed for common use (sometimes hereinafter called "common areas"). Said residential development and land are sometimes hereinafter called the "Development" or "The French Quarter", said apartment and garage are sometimes hereinafter called the "Apartment" and "Garage", respectively, and said apartment, garage and appurtenant patio and/or deck, if any, are sometimes hereinafter called collectively the "Leased Premises".

TO HAVE AND TO HOLD the Leased Premises unto the Lessee and the Lessee's executors, administrators, distributees, legatees and authorized assigns, on the terms and conditions set forth herein and subject to the terms and provisions of the Lessor's Amended Articles of Incorporation and Amended Code of Regulations and the administrative rules respecting the use and operation of The French Quarter adopted by the Lessor, as any of the same may be lawfully amended from time to time, for a term of ninety-nine years commencing on the 1st day of _____, 19____ and fully ending at midnight on the _____ day of _____, 2____, unless this Lease shall be sooner terminated as hereinafter provided. The original Lease term shall be automatically extended for each of two additional periods of ninety-nine years each unless one year or more prior to the expiration of the original lease term (with respect to the first renewal term) or the first renewal term (with respect to the second renewal term) the Lessee shall have given written notice to the Lessor of the Lessee's intention to terminate this Lease as of the end of the current term for which this Lease is effective.

The Lessee shall, at all times, have the right (1) to use and enjoy exclusively the Leased Premises; (2) to use and enjoy in common with all other lessees all common facilities of

The French Quarter; and (3) to receive operating, repair and management services from the Lessor, all in accordance with the provisions hereinafter set forth, so long as the Lessee continues to make the payments required hereunder and abide by the terms of this Lease. The Lessee and any other person who hereafter becomes the owner of the Lessee's interest in this Lease and the leasehold estate created hereby in the manner permitted by the provisions hereof shall automatically be a member of the Lessor during the period of such ownership and shall have and enjoy the rights and privileges of such membership provided by law, the provisions hereof and the provisions of the Lessor's Amended Articles of Incorporation and Amended Code of Regulations, as the same may be amended from time to time.

II. MONTHLY PAYMENTS

All costs of administration of the Lessor, of administration, management, maintenance, repair, restoration and replacement of, additions to and utility services for The French Quarter (except such as are paid by individual tenants or lessees of parts of The French Quarter), of insurance obtained by the Lessor and of taxes and assessments payable with respect to The French Quarter; all payments of principal and interest required to be made by the Lessor on loan indebtedness incurred by the Lessor which have been authorized by members of the Lessor entitled to exercise not less than seventy-five per cent of the voting power of all members in order to pay any of the foregoing costs; sums necessary in order to establish reserve funds to pay any of the foregoing costs which have been authorized by members of the Lessor entitled to exercise not less than seventy-five per cent of the voting power of all members; and such expenses as are lawfully incurred on behalf of the Lessor by or pursuant to authority granted by its Board of Trustees shall be common expenses. Commencing on the 1st day of , 19 and continuing on the first day of each and every month thereafter during the original term of this Lease and any renewal term, the Lessee shall pay to the Lessor monthly an amount equal to one twelfth of the proportionate share attributable to the Apartment of the estimated common expenses for the next ensuing year, as determined by the Lessor's Board of Trustees. With respect to taxes, assessments and insurance, the proportionate share thereof attributable to the Apartment shall be that which is set forth in the Lessor's Amended Code of Regulations, as the same may be amended from time to time. With respect to all other common expenses, the proportionate share attributable to the Apartment shall be one twenty-third thereof until and unless the Lessor shall have acquired title to the real property situated adjacent to The French Quarter conveyed to A. Robert Kent and Mary Jo Kent by a deed dated December 22, 1960 and of record in Deed Book 2297, page 435, Recorder's Office, Franklin County, Ohio and presently consisting of land on which there has been constructed a 3-unit apartment building and related improvements (sometimes hereinafter called the "Kent Property"). At and after the time as of which the Lessor shall have acquired title to the Kent Property, the Kent Property shall be and become a part of The French Quarter, and the share attributable to the Apartment of the common expenses other than taxes and assessments and insurance shall be one twenty-sixth thereof. In addition to and along with the monthly payments of common expenses by the Lessee, the Lessee shall pay to the Lessor amounts which are sufficient, in the judgment of the Lessor's Board of Trustees, to enable the Lessor to pay when due the intangible property tax required to be paid by the Lessor as a result of any indebtedness of the Lessee to the Lessor. The amount by which the sum of such payments by the Lessee exceeds the actual tax paid by the Lessor shall be credited or returned to the Lessee, and the Lessee shall pay to the Lessor upon demand the amount by which the sum of such payments by the Lessee is less than the actual tax paid by the Lessor.

III. DEFAULT BY LESSEE

A. The Lessee shall be in default under this Lease upon the happening of any of the following events:

1. The Lessee shall fail to pay, when due, any indebtedness of Lessee to Lessor, the proportionate share attributable to the Apartment of the common expenses or other payments required to be made by the Lessee to Lessor hereunder or pursuant to separate written obligations;
2. This Lease, the leasehold estate created hereby and/or the Lessee's rights in the Leased Premises shall be levied upon and sold under the process of any court;
3. The Lessee attempts to transfer or assign this Lease or to sublease all or a portion of the Leased Premises in a manner which violates the provisions hereof;
4. The Lessee shall be declared a bankrupt under the laws of the United States, or a receiver of the Lessee's property shall be appointed, or the Lessee shall make a general assignment for the benefit of creditors; or
5. The Lessee shall fail to perform any of the Lessee's duties or obligations under this Lease.

B. Upon the occurrence of any event of default, as stipulated hereinabove, the Lessor shall give to the Lessee a written notice that this Lease, the leasehold estate created hereby, all of the Lessee's rights hereunder and the Lessee's membership in the Lessor shall cease and terminate at the time set forth in such notice, which time shall not be earlier than the thirtieth day following the giving of such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Lessor.

C. Upon the occurrence of any event of default, notice to the Lessee as aforesaid and the failure by the Lessee to cure the default, this Lease, the leasehold estate created hereby, all of the Lessee's rights hereunder and the Lessee's membership in the Lessor shall cease and terminate at the time set forth in such notice, and it shall thereupon be lawful for the Lessor:

1. To re-enter the Leased Premises and remove all persons and personal property therefrom either by summary eviction proceedings or by suitable action or proceedings at law or in equity, or otherwise as permitted by the laws of the State of Ohio, and to repossess the Leased Premises in its former state as if this Lease had not been made.
2. To enter into a new Lease covering the Leased Premises in such manner, and upon such terms, as the Lessor, in its discretion, may fix or determine.

D. Upon such termination of this Lease and upon the making of a new Lease covering the Leased Premises, the sole right of the Lessee shall be to receive a payment of money representing the amount of the purchase price paid to the Lessor for the new Lease (the determination by the Lessor as to the price being conclusive) less:

1. The unpaid balance of any debt owed by the Lessee to the Lessor, together with any delinquent installments hereunder for common expenses and any other sums due hereunder on the effective date of such new Lease, after crediting thereto any rents collected by the Lessor with respect to the Leased Premises minus any expenses connected with securing tenants therefor;
2. The cost or estimated cost of all maintenance, repairs, painting and decorating which are necessary to place the Leased Premises in suitable condition for leasing;
3. Reasonable expenses of the Lessor incurred because of the default of the Lessee and the making of a new Lease, which shall be deemed to include, without limitation, legal expenses and fees as well as sales commissions; and
4. Any losses suffered by the Lessor as a result of the rental of the Leased Premises or any vacancy thereof, pending the making of a new Lease.

It is understood, however, that if the purchase price for the new Lease is paid to the Lessor in two or more installments, the Lessor shall be obligated to pay to the Lessee the amount thus determined only from principal payments of said purchase price actually received by the Lessor.

E. Pending the making of a new Lease for the Leased Premises, the Lessor shall have the irrevocable right to rent the same and to collect and retain all rentals derived from such tenancy, except as hereinbefore provided.

F. The Lessee hereby expressly waives any and all notice and demand for possession as provided by the laws of the State of Ohio, and any and all rights of redemption. The words "enter", "re-enter", and "re-entry" as used in this Lease are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Lessee of any of the covenants or conditions hereof, the Lessor shall have the right to injunctive relief and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not provided for.

G. The failure on the part of the Lessor to avail itself of any of the remedies given under this Lease in the event of any default by the Lessee hereunder shall not waive or destroy the right of the Lessor to avail itself of such remedies for similar or other default on the part of the Lessee.

IV. LEASEHOLD MORTGAGES

A. Lessee shall have the right to mortgage this Lease and the leasehold estate created hereby or to assign, pledge or hypothecate the same as security for any indebtedness, any such mortgage, assignment, pledge or hypothecation being hereinafter called a "leasehold mortgage". No leasehold mortgage shall, however, require the leasehold mortgagee to assume performance of the Lessee's obligations and liabilities hereunder. The Lessor shall not be chargeable with notice of any leasehold mortgage unless and until written notice thereof, together with the name and address of the leasehold mortgagee, shall have been delivered to the Lessor.

B. Whenever any leasehold mortgage shall be in effect, the following provisions shall apply:

1. When giving notice to the Lessee with respect to any default under the provisions of this Lease, the Lessor shall also serve a copy of such notice upon the leasehold mortgagee, and no such notice to the Lessee shall be effective unless a copy of such notice is so served upon the leasehold mortgagee;
2. In case the Lessee shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right to cure such default in the same manner and within the same period of time as the Lessee has to cure such default, and the Lessor shall accept the curing of any default by the leasehold mortgagee as though the same had been cured by the Lessee.
3. Any leasehold mortgagee or other person may become the legal owner and holder of this Lease and the leasehold estate created hereby as a result of the foreclosure of a leasehold mortgage or an assignment of this Lease in lieu of foreclosure, on the condition, however, that the leasehold mortgagee or such other person shall assume in writing the due performance of the obligations and liabilities of the Lessee hereunder and agree in writing to be bound by the terms and provisions hereof.

C. The provisions of paragraphs A, B and C of Section VIII of this Lease respecting assignment and transfers and the option of the Lessor to purchase this Lease and the leasehold estate created hereby shall be inapplicable to the acquisition thereof by a leasehold mortgagee or other person as a result of foreclosure of a leasehold mortgage or an assignment in lieu thereof. However, such provisions shall be applicable to any subsequent transfer. Notwithstanding the foregoing, the Lessor shall have the option to purchase from such leasehold mortgagee or other person this Lease and the leasehold estate created hereby for a purchase price equal to the consideration paid or given by such leasehold mortgagee or other person therefor and interest thereon at the rate of ten per cent (10%) per annum from the time such consideration was paid or given until the time of closing of such purchase by the Lessor. Such option may be exercised by the Lessor by giving written notice to that effect to such leasehold mortgagee or other person on or before the thirty-first day following the receipt by the Lessor of written notice of the acquisition of this Lease and the leasehold

estate created hereby as a result of foreclosure of a leasehold mortgage or an assignment in lieu thereof, which notice shall specify a time within ten days thereafter and a place within Franklin County, Ohio for closing. If such option is exercised by the Lessor, such purchase by the Lessor shall be closed at the time and place so specified by the execution and delivery to the Lessor by such leasehold mortgagee or other person of an assignment of this Lease and the payment of the purchase price in cash by the Lessor to such leasehold mortgagees or other person.

V. USE OF LEASED PREMISES AND COMPLIANCE WITH CODE OF REGULATIONS AND ADMINISTRATIVE RULES

A. The Leased Premises shall be used and occupied only as a private dwelling and for purposes incidental thereto by the Lessee, members of the family of the Lessee and the Lessee's guests, licensees and invitees and shall not be used for any other purpose. Each Lessee, or his sub-Lessee, or any other occupant of the Leased Premises shall respect the comfort and peace of mind of his neighbors and other occupants of the Development. The Lessee shall not do, or keep on the Leased Premises, or permit to be done or kept, anything which will increase the rate of fire insurance on the Development, or do or suffer to be done any act or thing which shall be a nuisance, annoyance, inconvenience or damage to the Lessor, or other occupants of the Development.

B. No child under the age of eighteen (18) years may reside in the Apartment more than fifteen (15) days in any calendar year. However, a child who is born at a time when the child's mother is a resident of the Apartment may reside therein as long as the child is under the age of one (1) year. An adopted child of a resident of the Apartment may reside therein until the child reaches the age of one (1) year.

C. The Lessee shall abide by the provisions of the Lessor's Amended Code of Regulations and shall use the Leased Premises, exercise the privileges of being a Lessee and assign this Lease only in a way which will not violate any of the provisions of said Amended Code of Regulations, as the same may be amended from time to time; or any of the provisions of this Lease.

D. The Lessor, acting through its Board of Trustees, reserves the right to adopt administrative rules respecting the use and operation of the Development and to change the same from time to time, as in the judgment of the said Board of Trustees may be necessary or desirable for the continued protection of the Development as a good living environment, for its safety, care and cleanliness and that of surrounding premises, for the preservation of good order and comfort in the Development and for the health, safety, welfare, convenience, comfort and enjoyment of its residents. The Lessee and all occupants of the Leased Premises shall faithfully observe and comply with such rules.

VI. SERVICES TO BE PROVIDED BY LESSOR

The Lessor shall:

A. Pay, or provide for the payment of, all taxes and assessments levied against the Development.

B. Procure and maintain, and pay for or provide for

the payment of, for the benefit of the Lessor and all lessees of parts of The French Quarter, insurance on all buildings comprising part of The French Quarter against loss or damage as a result of fire and those hazards ordinarily insured against in Franklin County, Ohio, in policies providing, by endorsement or otherwise, what is generally known as "all-risk" coverage for physical damage or loss. Such insurance shall at all times be in amounts sufficient to prevent the Lessor or the Lessee (or any other lessee of a part of The French Quarter) from becoming a co-insurer under the terms of any coinsurance clause or provision which is part of the applicable policy or policies, and in any event in amounts not less than 80% of the full insurable value of said buildings. The term "full insurable value", as used herein, shall mean actual replacement cost, exclusive of the cost of excavation, foundations and footings, as determined from time to time by the insurer. Claims under any such policy shall be negotiated by the Lessor, and, except as specifically provided otherwise herein, the proceeds of such insurance shall be used to repair or restore any building to its condition immediately prior to any insured damage thereto or destruction thereof.

C. Procure and maintain, and pay for or provide for the payment of, for the benefit of the Lessor, all lessees of parts of The French Quarter and all persons lawfully in possession or control of any part of the common areas of The French Quarter (including officers, members of the Board of Trustees and employees of the Lessor) and in such amounts as the Lessor's Board of Trustees deem advisable, insurance against liability for death, personal injury or property damages arising from or relating to the common areas.

D. Pay for water furnished to the Leased Premises.

E. Pay for electricity provided in common areas of the Development.

F. Keep and maintain, or cause to be kept and maintained, in good order and repair and replace, if necessary, all buildings, structures, roadways, utility lines, lawns, plantings and other improvements constituting parts of The French Quarter except for such repairs, maintenance and replacements as are the responsibility of the Lessee hereunder.

VII. REPAIRS, MAINTENANCE AND REPLACEMENTS

A. The Lessee shall keep and maintain in good order and repair and replace, if necessary, the interior of the Apartment (excluding the structural components thereof), including, without limitation, all interior painting and decorating, wall coverings and carpeting and other floor coverings, all cabinets, counters and bookcases, all appliances, all hardware which extends into the Apartment such as locks and mail boxes, and all door and window glass in the perimeter walls, and also all flowers, shrubbery and other plantings situated within the patio area appurtenant to the Apartment, if any. However, if the Apartment is one of apartments B-1 through B-6, inclusive, the Lessee and other lessees of said six apartments shall have collective responsibility only for the flowers situated within the courtyard adjacent to said apartments, and the Lessor shall have responsibility for the lawn area, shrubbery and other plantings situated there. In addition, the Lessee shall keep and maintain in good order and repair and replace, if necessary, all

plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are designed to serve only the Apartment (hereinafter called "individual service facilities").

B. Except as specifically provided otherwise herein, the Lessor shall keep and maintain, or cause to be kept and maintained, in good order and repair and replace, if necessary, all buildings, structures, roadways, lawns, plantings and other improvements constituting parts of The French Quarter except for such repairs, maintenance and replacements which are the responsibility of the Lessee hereunder, including, without limitation, all walls and flooring (except for the painting and decorating thereof and coverings therefor) and all roofs, decks, ironwork, roadways, walks, lawns, shrubbery and other plantings and all plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are not "individual service facilities", as hereinbefore defined. The costs and expenses to Lessor of all such maintenance, repair and replacements shall constitute part of the common expenses, a proportionate part of which shall be paid by the Lessee, as provided in Section II hereof.

C. Lessee shall give prompt notice to the Lessor of needed repairs to the structure of the Apartment or the building in which it is situated or to the electrical or plumbing systems or other utility or service facilities which are required to be maintained by the Lessor as hereinabove delineated. Lessee shall, at all reasonable times, allow the agents and employees of the Lessor to enter and inspect the Apartment and, upon reasonable notice, to make such repairs as may be necessary or proper. The expense of making all repairs rendered necessary by the negligence or misconduct of the Lessee, or any member of the family, guest or invitee of the Lessee shall be borne by the Lessee and paid upon demand. However, if any applicable insurance policy is not invalidated by such waiver and release, Lessor and Lessee each hereby waives and releases any claim, demand or right to recover from the other party for damage to or destruction of any property resulting from the negligence, acts or omissions of the other party to the extent that the Lessor or Lessee, as the case may be, is compensated by insurance for such damage or destruction.

D. To the extent that the Lessee has secured labor or materials from third parties in connection with any painting or decorating of the Apartment, or any repairs, replacements or improvements thereof, and by reason thereof a lien is placed upon the Apartment or the Development, the Lessor may, at its option, pay such sums as may be required to discharge or purchase any such lien and require the amount expended by the Lessor to be forthwith repaid by the Lessee. The determination to pay or defend any action at law or in equity concerning said lien shall be at the option of Lessor. The Lessor shall have the option to select its own attorney for the defense of any such action, and the ultimate cost to Lessor to defend such action and/or discharge such lien shall be repaid by the Lessee to the Lessor on demand.

E. The Lessee shall not make any structural alterations in or additions to the Apartment or to the electrical wiring, plumbing, heating or fixtures situated therein or make any changes, alterations or additions which affect load-bearing partitions,

the physical shape and size of the rooms of the Apartment, or the appearance of its exterior except with the prior written consent in each case of the Lessor. Such consent may take the form of a general written approval by the Lessor of certain designated types of improvements which comply with prescribed specifications. In the event of a violation of the prohibitions contained in this paragraph, the Lessor reserves the right to restore the Apartment to its original structural condition and appearance and charge the cost thereof to the Lessee, which cost shall be repaid by the Lessee to the Lessor on demand.

F. All maintenance, repair and replacement of buildings, structures, roadways, lawns, plantings and other improvements constituting parts of The French Quarter which is to be done and performed by the Lessor shall be done and performed pursuant to authorization given by the Lessor's Board of Trustees. However, except for the repair or restoration of the Leased Premises in the event of their damage or destruction (as provided in Section X hereof), no single item of maintenance, repair or replacement the cost of which shall exceed by Two Thousand Dollars (\$2000) or more the amount of insurance proceeds available to pay for such cost shall be done and performed by the Lessor unless the same shall have been approved by the affirmative vote of members of the Lessor entitled to exercise not less than seventy-five per cent (75%) of the voting power of all members.

VIII. ASSIGNMENTS AND TRANSFERS OF LEASE

A. Neither this Lease nor the leasehold estate created by nor any interest in either shall be assigned or transferred to any person, firm, corporation or organization other than the Lessor until and unless the Lessee shall have obtained a bona fide offer therefor, informed the Lessor through its Board of Trustees of the identity of the offeror (hereinafter called the "prospective purchaser") and offered this Lease, the leasehold estate created hereby or the interest therein which is proposed to be assigned or transferred to the Lessor at the same price and upon the same terms and conditions contained in said bona fide offer, and the prospective purchaser shall have met with Lessor's Board of Trustees, which meeting shall be held within seven (7) days following the receipt by the Lessor of the offer to it or as soon thereafter as possible. Such meeting shall be for the purpose of informing the prospective purchaser of the nature and responsibilities of cooperative apartment ownership and of giving the Lessor's Board of Trustees an opportunity to determine whether the prospective purchaser is ready, willing and able to accept such responsibilities and the duties and obligations of the Lessee set forth in this Lease, the Lessor's Amended Code of Regulations and such administrative rules respecting the use and occupancy of The French Quarter as shall have been adopted by the Lessor's Board of Trustees. Such meeting shall not be for the purpose of discriminating against the prospective purchaser for reasons of race, color, religion, sex, ancestry or national origin.

B. If the Lessor shall either reject the offer to it or fail to accept the same within fifteen days following the meeting of the prospective purchaser with the Lessor's Board of Trustees, this Lease, and the leasehold estate created hereby, or the interest therein proposed to be assigned or transferred, may

be assigned or transferred to the prospective purchaser at the same price and upon the same terms and conditions as are set forth in said bona fide offer, and the Lessor shall, upon request, certify by a separate instrument or upon the instrument of assignment or transfer to the prospective purchaser the fact of its rejection of or failure to accept the offer to it.

C. If the Lessor shall accept the offer to it, this Lease and the leasehold estate created hereby or the interest therein proposed to be assigned or transferred shall be assigned or transferred by the Lessee to the Lessor by a proper written instrument of assignment or transfer for the same price and upon the same terms and conditions as are contained in said bona fide offer and the transaction of assignment or transfer to the Lessor shall be closed within ten (10) days following such acceptance or at such later time as may be provided for in said bona fide offer. However, the Lessor may reduce the purchase price by the sum of (1) the unpaid balance of principal and interest on any indebtedness of the Lessee to the Lessor as of the time of such closing, (2) the unpaid balance of the proportionate share attributable to the Apartment of the common expenses which shall have become due and payable to the Lessor at or prior to such time and (3) the unpaid amount of all other payments required to be made by the Lessee to the Lessor hereunder which shall have become due and payable at or prior to such time.

D. The foregoing provisions of this Section VIII shall be inapplicable to cases of bona fide gifts to a spouse, brother, sister, parent or child of the Lessee, to any assignment or transfer to a legatee or an heir of the Lessee pursuant to the terms of the Lessee's last will or the laws of intestate succession, to any leasehold mortgage or to the acquisition of this lease and the leasehold estate created hereby by a leasehold mortgagee or other person as a result of foreclosure of a leasehold mortgage or an assignment in lieu thereof.

E. No assignment or transfer of this Lease, the leasehold estate created hereby or any interest in either shall be valid if made in violation of the provisions of this Lease, and no such assignment or transfer shall be effective until and unless the assignee or transferee shall have executed and delivered to the Lessor a written instrument by which the assignee or transferee assumes the duties and obligations of the Lessee hereunder and agrees to be bound by the terms and provisions hereof. At such time as of which any such assignment or transfer shall have become effective, the Lessee's membership in the Lessor shall terminate, and the assignee or transferee shall automatically become a member of the Lessor. At such time as of which any such assignment or transfer shall have become effective and the Lessor shall have been paid (1) the unpaid balance of principal and interest on any indebtedness of the Lessee to the Lessor as of the time such assignment or transfer becomes effective, (2) the unpaid balance of the proportionate share attributable to the Apartment of the common expenses which shall have become due and payable to the Lessor at or prior to such time and (3) the unpaid amount of all other payments required to be made by the Lessee to the Lessor hereunder which shall have become due and payable to the Lessor at or prior to such time, the Lessee shall be released from all further duties and obligations hereunder.

IX. SUBLEASING

The Lessee shall not sublet the Leased Premises or any part thereof without first obtaining the written consent of the Lessor and the written approval by the Lessor of the sub-lessee. As a condition precedent to any such written consent by the Lessor of a sublease, Lessor may, but need not, require that the sublease be delivered to the Lessor and the rents due under the sublease be assigned to the Lessor. The Lessor shall be irrevocably empowered by the Lessee to collect the rents due under any sublease and apply the rents in reduction of the sums due to the Lessor from Lessee from time to time under this Lease or otherwise, with any balance being remitted to the Lessee. Notwithstanding this provision, the Lessor may, upon written notice to Lessee, require the Lessee to collect the rents due under the terms of any sublease and timely remit same to the Lessor for application to sums due from the Lessee to Lessor as aforesaid. Any sublease shall be in a form acceptable to the Lessor, shall require the sublessee to abide by the terms of this Lease during the sublease and shall give to the Lessor an irrevocable power to dispossess the sublessee or otherwise act for the sublessor in case of default under the sublease. The liability of the Lessee under this Lease shall continue notwithstanding the fact that the Lessee may have sublet the Leased Premises or any part thereof with the approval of the Lessor. The Lessee shall be responsible to the Lessor for the conduct of any sublessee.

X. DAMAGE TO OR DESTRUCTION OF LEASED PREMISES

Except as hereinafter provided in Section XI hereof, if at any time the Leased Premises are damaged or destroyed by fire or other casualty, the damaged or destroyed part or parts shall be repaired or restored as quickly as possible by the Lessor to its or their condition immediately prior to such damage or destruction and at the sole cost and expense of the Lessor to the extent that the insurance proceeds payable as a result of such damage or destruction are not sufficient therefor, unless such damage or destruction is caused by the intentional or negligent act or omission of the Lessee, a member of the family of the Lessee residing in the Leased Premises or a sublessee of the Lessee, in which case the amount by which the cost and expense of repair and restoration exceeds the insurance proceeds shall be paid by the Lessee.

XI. SALE OF ENTIRE DEVELOPMENT

In case any of the following events occur: (1) such destruction of the Development by fire or other casualty as to cause the Board of Trustees of the Lessor to recommend against repair or restoration of the Development; (2) such a complete change in the area surrounding the Development or such adverse influences or blight or deterioration in the surrounding area as to cause the Board of Trustees of the Lessor to determine that the Development is no longer suitable or attractive for residential uses, but can be sold at a price which would provide money sufficient to retire the indebtedness of the Lessor and make a fair distribution of the balance to the Lessee and other members of the Lessor; or (3) the taking of all or a part of the Development pursuant to the right of eminent domain; the Lessor may determine, by the affirmative vote of members of the Lessor entitled to exercise not less than seventy-five per cent (75%) of the voting power of all members and subject to the written approval of all leasehold mortgagees, to sell the Development

at a price and on terms approved by such members. In such event, this Lease and the leasehold estate created hereby (and all other leases for parts of the Development and the leasehold estates created thereby) shall terminate at the time of closing of any such transaction of sale or the date as of which possession is required by the authority exercising the right of eminent domain in the event of a taking of the entire Development. The proceeds of any such sale and/or the proceeds realized by the Lessor as a result of the exercise of the right of eminent domain, together with any insurance proceeds and proceeds realized from the other assets of the Lessor (including the amount of any indebtedness of the Lessee to the Lessor, which shall become due and payable at the time of closing of any such transaction of sale or the date as of which possession is required by the authority exercising the right of eminent domain in the event of a taking of the entire Development, notwithstanding any other contract or agreement between the Lessor and the Lessee), shall be allocated among the Lessee and other lessees of parts of the Development in proportion to the number of square feet contained in the floor area of the respective apartments leased to them (computed by measuring to the exterior surfaces of the perimeter walls of such apartments). The proceeds allocated to the Lessee and any other lessee of the Development pursuant to the foregoing shall be paid by the Lessor first of all to any leasehold mortgagee of the Lessee or such other lessee to satisfy the indebtedness of the Lessee or such other lessee to such leasehold mortgagee, and the balance of such proceeds shall be paid by the Lessor to the Lessee or such other lessee, as the case may be.

XII. NOTICES AND DEMANDS

Any notice to or demand on the Lessee by the Lessor shall be deemed to have been duly given or made if in writing and delivered to the Lessee personally or mailed by registered or certified mail, return receipt requested, postage prepaid, in any general or branch post office, addressed to the Lessee at the Apartment; and any notice to or demand on the Lessor by the Lessee shall be deemed to have been duly given or made if in writing and delivered to an officer of the Lessor. The Lessee may give to the Lessor from time to time hereafter a notice in writing of a change of address for this purpose, and in that event such new address shall be used in giving or making all notices to and demands on the Lessee.

XIII. REMEDIES

Failure of the Lessor to avail itself of any of the options or remedies provided for in this Lease in the event of a breach or default by the Lessee in performing any duty or obligation hereunder shall not be deemed to be a waiver of its right to do so later for such breach or default or any similar or other breach or default on the part of the Lessee. The rights, remedies and options provided for herein are cumulative, and the Lessor may use any right, remedy or option, or any combination thereof. The use of any right, remedy or option shall not be construed to exclude or waive the right to use another.

XIV. WAIVERS

The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the provisions of this Lease or observance of any of the rules and regulations provided for herein, or to exercise any option

contained herein or to serve any notice or institute any action or proceeding, or to terminate this Lease or make a new lease covering the Leased Premises shall not be construed as a waiver or relinquishment of the right to do so. The receipt by the Lessor of any payment or payments under the provisions of this Lease, with full knowledge of the breach of any covenant, condition or provision hereof, or of any rule or regulation provided for herein, shall not be deemed to be a waiver of such breach. No waiver by the Lessor of any covenant, condition, or provision hereof or any rule or regulation provided for herein shall be deemed to have been made unless expressed in writing and signed by an officer of the Lessor pursuant to authority contained in a resolution of the Board of Trustees.

XV. MODIFICATION OF LEASE

No change or modification of this Lease shall be valid unless the same is reduced to writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, THE FRENCH QUARTER, INC. has caused this Lease to be executed by its duly authorized officer and the Lessee has (have) hereunto set his (her/their) hand(s) as of the day and year first above written.

Signed and Acknowledged
in the Presence of

THE FRENCH QUARTER, INC.

By _____

LESSOR

LESSEE

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED That on this _____ day of _____, before me, the subscriber, a Notary Public in and for said County, personally came the above-named THE FRENCH QUARTER, INC., by _____, its _____, known to me to be the _____ of said corporation and the person described in and who executed the foregoing Lease, who acknowledged the signing of the same to be his voluntary act and deed for and

as the act and deed of said corporation for the uses and purposes
therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name
and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED That on this _____ day of
, before me, the subscriber, a Notary Public in and for said
County, personally appeared _____
_____, known to me to be the person(s) described
in and who executed the foregoing Lease as the Lessee, who
acknowledged the signing of the same to be his (her/their) voluntary
act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name
and affixed my official seal on the day and year last aforesaid.

Notary Public

This instrument prepared by: Vorys, Sater, Seymour & Pease
Attorneys at Law
52 East Gay Street
P. O. Box 1008, Columbus OH 43216

EXHIBIT A

Situated in the Village of Marble Cliff, County of Franklin, State of Ohio, and being a portion of Lot Number Two (2) of the Exhibit and Amended Plat of Arlington Place, as the said lot is numbered and delineated on the recorded plat thereof, of record in Plat Book 5, Page 205, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the south line of said Lot No. 2, said point being S 58° 28 1/2' W a distance of 119.00 feet from an iron pin in the west line of Roxbury Road at the southeast corner of said Lot No. 2; thence continuing S 58° 28 1/2' W along the south line of said Lot No. 2 a distance of 339.50 feet to a point at the southwest corner of said Lot No. 2; thence N 16° 01' W along the west line of said Lot No. 2 a distance of 165.00 feet to a point at the northwest corner of said Lot No. 2; thence N 58° 28 1/2' E along the north line of said Lot No. 2 a distance of 323.50 feet to an iron pin; thence S 16° 01' E parallel with the west line and east line of said Lot No. 2 a distance of 105.15 feet to a point (passing an iron pin at 78.82 feet); thence S 31° 31 1/2' E perpendicular to the south line of said Lot No. 2 a distance of 57.67 feet to the place of beginning; containing 1.192 acres of land more or less.

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11/17/84
(07-05)

Recorded: JAN 30 1985 Time: 2:20 P.M.

00312002

Recorder

Recorder's Fee \$62⁰⁰MODIFICATION OF LEASES

08329

THIS MODIFICATION OF LEASES is made and entered into as of the 5/16 day of December, 1984, by and among The French Quarter, Inc., an Ohio non-profit corporation (hereinafter called "French Quarter"), and those individuals whose names are set forth in Column 2 of Exhibit A which is attached hereto and made a part hereof by this reference (hereinafter collectively called the "Lessees").

Background

a. French Quarter is the owner of record of the fee simple interest in the residential development known as The French Quarter, located at 1631 Roxbury Road in the Village of Marble Cliff, Franklin County, Ohio, and situated on the land described in Exhibit B which is attached hereto and made a part hereof by this reference (said residential development being hereinafter called the "Development").

b. The Development includes the apartments designated in Column 1 of Exhibit A hereto (each such apartment being hereinafter called an "Apartment"), and the garages appurtenant thereto.

c. Each Apartment has been leased by French Quarter pursuant to a Lease for Ninety-nine Year Term with Rights to Renew (each such lease being hereinafter called a "Lease," and all of such leases being hereinafter collectively called the "Leases").

d. The Lessees are the present owners of the respective leasehold estates created by the Leases. With respect to each Apartment, Exhibit A hereto sets forth the designation of such Apartment in Column 1 and the Lessees who are the present owners of the leasehold estate created by the Lease for such Apartment in Column 2.

e. The leasehold estate created by each Lease includes not only the exclusive right to use the subject Apartment and appurtenant garage, but also the exclusive right to use the patio and/or deck appurtenant to such Apartment, if any, and the non-exclusive right to use in common with other Lessees the private roadways, sidewalks and other areas of the Development designed for common use (hereinafter called the "common areas").

f. French Quarter and the Lessees desire to clarify which portions of the Development constitute patios and/or decks appurtenant to an Apartment, and thus are subject to the exclusive right to use by the owner of the leasehold estate in such Apartment, and which portions of the Development constitute common areas.

Statement of Agreement

In consideration of the mutual covenants and agreements contained herein, French Quarter and the Lessees hereby agree as follows:

1. The patio area designated as "Patio A" on the site plan which is attached hereto as Exhibit C and made a part hereof by this reference (hereinafter called the "Site Plan") is appurtenant to Apartment A-1, Apartment A-2 and Apartment A-3, and Mildred W. Harkrader, John Kaumeyer, Executor of the Estate of

KAREN DENNIS, P.O. BOX 1008, COLUMBUS, OHIO 43216-1008
IL TO:

MAILED
Leola B. Kammeyer, and Mary R. Hurne shall be entitled to the non-exclusive right (as among themselves) to use such patio area

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in common with each other, but to the exclusion of other Lessees.

2. The patio area designated as "Patio B-1" on the Site Plan is appurtenant to Apartment B-1, and Leola Jean McQuilkin shall be entitled to the exclusive right to use such patio area.

3. The patio area designated as "Patio B-3" on the Site Plan is appurtenant to Apartment B-3, and Betty Jane Martin shall be entitled to the exclusive right to use such patio area, subject to an easement in favor of the Lessees for access across Patio B-3 to and from storage lockers located to the south of Patio B-3.

4. The patio area designated as "Patio B-5" on the Site Plan is appurtenant to Apartment B-5, and Ruth M. Winkler shall be entitled to the exclusive right to use such patio area.

5. The patio area designated as "Patio B" on the Site Plan is appurtenant to Apartment B-1, Apartment B-2, Apartment B-3, Apartment B-4, Apartment B-5 and Apartment B-6, and Leola Jean McQuilken, Willard K. Carter and Lenore Carter, Betty Jane Martin, Ruth D. Dahle, Ruth M. Winkler and Sylvia T. Robert shall be entitled to the non-exclusive right (as among themselves) to use such patio area in common with each other, but to the exclusion of other Lessees.

6. The patio area designated as "Patio B-8" on the Site Plan is appurtenant to Apartment B-8, and M. Louise Bare shall be entitled to the exclusive right to use such patio area.

7. The patio areas designated as "Patio B-10" on the Site Plan are appurtenant to Apartment B-10, and Miriam J. Gross, individually and as Executrix of the Estate of Frank E. Rader, shall be entitled to the exclusive right to use such patio areas.

8. The patio area designated as "Patio B-11" on the Site Plan is appurtenant to Apartment B-11, and Eleanor P. Boardman shall be entitled to the exclusive right to use such patio area.

9. The patio area designated as "Patio C-1" on the Site Plan is appurtenant to Apartment C-1, and John C. Hearn shall be entitled to the exclusive right to use such patio area.

10. The patio area designated as "Patio C" on the Site Plan is appurtenant to Apartment C-1, and John C. Hearn shall be entitled to the exclusive right to use such patio area.

11. The patio areas designated as "Patio D-1" on the

Site Plan are appurtenant to Apartment D-1, and Kenneth L. Coe shall be entitled to the exclusive right to use such patio areas.

12. The patio area designated as "Patio D" on the Site Plan is appurtenant to Apartment D-1, and Kenneth L. Coe shall be entitled to the exclusive right to use such patio area.

13. The patio area designated as "Patio D-3" on the Site Plan is appurtenant to Apartment D-3, and Ernestine B. Miller shall be entitled to the exclusive right to use such patio area.

14. The patio area designated as "Patio D-5" on the Site Plan is appurtenant to Apartment D-5, and Marjorie Miller

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Allen shall be entitled to the exclusive right to use such patio area.

15. The patio area designated as "Patio E-1" on the Site Plan is appurtenant to Apartment E-1, and Elsie Swoyer and Meta Barthman shall be entitled to the exclusive right to use such patio area.

16. The patio area designated as "Patio E-2" on the Site Plan is appurtenant to Apartment E-2, and Ruth A. Gingrich shall be entitled to the exclusive right to use such patio area.

17. The patio area designated as "Patio F-1" on the Site Plan is appurtenant to Apartment F-1, and Newton T. Hess and Ruth M. Hess shall be entitled to the exclusive right to use such patio area.

18. The patio area designated as "Patio F-2" on the Site Plan is appurtenant to Apartment F-2, and Robert Bartels and Mary Louise Nolte shall be entitled to the exclusive right to use such patio area.

19. Each deck presently existing in the Development is appurtenant to the Apartment to which it is attached, and the owner of the leasehold estate in such Apartment shall have the exclusive right to use such appurtenant deck. No Lessee shall build or expand a deck without the prior written approval of French Quarter; provided that a Lessee may repair or reconstruct to its original condition a deck which is presently existing and which is damaged or destroyed by fire or other casualty or by ordinary wear and tear.

20. All portions of the Development other than the Apartments, the garages and the patio areas and decks described above shall be common areas.

21. This Modification of Leases shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

22. Except as expressly modified hereby, the Leases shall remain in full force and effect.

Signed and acknowledged
in the presence of:

Reala J. Muller

Newton J. Hens

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December, 1984, by Mildred W. Harkrader.

Mildred W. Harkrader

Mildred W. Harkrader

Catherine E. Ross
Notary Public
CATHERINE E. ROSS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1986

-3-

DJS:kd
11/17/84
(07-05)

05312005

Signed and acknowledged
in the presence of:

A. Ross

John F. Kaumeyer
John Kaumeyer, Executor of
the Estate of Clara L. Kaumeyer

Arland L. Allen

STATE OF OHIO Pa
COUNTY OF FRANKLIN, SS: Phila

this 11th day of December, 1984, by John Kaumeyer, Executor of the
Estate of Clara J. Kaumeyer.

Bettina L. Butler
Notary Public
BETTINA L. BUTLER
Notary Public, Phila., Phila. Co.
My Commission Expires Jan. 27, 1986

Signed and acknowledged
in the presence of:

Newton J. Hens

Mary K. Hens

Leola Jean McQuilkin

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December 1984, by Mary K. Horne.

Catherine E. Ross

CATHERINE E. ROSS

Notary Public
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Melton J. HaysLeola Jean McQuilkinCatherine E. Ross

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December, 1984, by Leola Jean McQuilkin.

Catherine E. RossNotary Public
CATHERINE E. ROSS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

-4-

0531ZCUB

DJS:kd
11/17/84
(07-05)

Signed and acknowledged
in the presence of:

Melton J. HaysLenore Carter

Lenore Carter

Catherine E. RossMelton J. HaysWillard K. CarterCatherine E. Ross

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 5th day of December, 1984, by Lenore Carter and Willard K.
Carter.

Catherine E. Ross
CATHERINE E. ROSS
NOTARY PUBLIC, STATE OF OHIO

Notary Public COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Keith Martin

William J. Conner

STATE OF OHIO Florida
COUNTY OF FRANKLIN, SS:
MARTIN

The foregoing instrument was acknowledged before me
this 11th day of December, 1984, by Betty Jane Martin.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 1 1985
BONDED THRU GENERAL INS. UNDERWRITERS

Signed and acknowledged
in the presence of:

Betty Jane Martin

Catherine E. Ross

William J. Conner
Notary Public

Ruth D. Dahle
Ruth D. Dahle

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DJS:kd
11/17/84
(07-05)

05312007

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me

this 5th day of December, 1984, by Ruth D. Dahle.

Catherine E. Ross
 CATHERINE E. ROSS
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988
 Notary Public

Signed and acknowledged
in the presence of:

Merton J. Kerr

Ruth M. Winkler
 Ruth M. Winkler

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 5th day of December, 1984, by Ruth M. Winkler.

Catherine E. Ross
 CATHERINE E. ROSS
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988
 Notary Public

Signed and acknowledged
in the presence of:

Merton J. Kerr

Sylvia T. Robert
 Sylvia T. Robert

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 5th day of December, 1984, by Sylvia T. Robert.

Catherine E. Ross
 CATHERINE E. ROSS
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988
 Notary Public

Signed and acknowledged
in the presence of:

Ruth M. Winkler

Kenneth McLaughlin
 Kenneth McLaughlin, Executor
 of the Estate of James Clare
 Rubright

DJS:kd
11/17/84
(07-05)

05312008

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December, 1984, by Kenneth McLaughlin, Executor of
the Estate of James Clare Rubright.

Catherine E. Ross
CATHERINE E. ROSS

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1985

Notary Public

Signed and acknowledged
in the presence of:

Merton J. Kim

M. Louise Bare ✓
M. Louise Bare

Catherine E. Ross

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December 1984, by M. Louise Bare.

Catherine E. Ross
CATHERINE E. ROSS

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1985

Signed and acknowledged
in the presence of:

Anna Richey

x Miriam J. Gross
Miriam J. Gross, Individually
and as Executrix of the Estate
of Frank E. Rader

Candy L. Keith

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 14th day of December 1984, by Miriam J. Gross, individually and
as Executrix of the Estate of Frank E. Rader.

Anna Richey
Notary Public
ANNA D. RICHEY
Notary Public, State of Ohio
My Commission Expires November 26, 1985

Signed and acknowledged
in the presence of:

Merton J. Kim

Eleanor P. Boardman

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05312009

DJS:kd
11/17/84
(07-05)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December 1984, by Eleanor P. Boardman.

Notary Pub CATHERINE E. ROSS
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Rufus C. Robinson

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December 1984, by Rufus C. Robinson.

CATHERINE E. ROSS
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988
 Notary Public

Signed and acknowledged
in the presence of:

John C. Hearn

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

✓ The foregoing instrument was acknowledged before me

this 5th day of December, 1984, by John C. Hearn.

Catherine E. Ross
CATHERINE E. ROSS
Notary Public
 STATE OF OHIO
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledge
in the presence of:

Newton J. Hearn
Catherine E. Ross

Kenneth L. Coe
Kenneth L. Coe

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DJS:kd
11/17/84
(07-05)

05312010

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December, 1984, by Kenneth L. Coe.

Catherine E. Ross
CATHERINE E. ROSS
Notary Public
 STATE OF OHIO
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Barney McFadden
John J. Hearn

Karen K. Cook
Karen K. Cook

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December, 1984, by Karen K. Cook.

Catherine E. Ross
CATHERINE E. ROSS
Notary Public
 STATE OF OHIO
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Merton J. RossCatherine E. Ross

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December, 1984, by Ernestine B. Miller.

Ernestine B. Miller
Notary Public ERNESTINE B. MILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Merton J. Ross

x Dale A. Johnson
Dale A. Johnson

Leda J. McGuilkin

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05312011

DJS:kd
11/17/84
(07-05)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

this 5th day of December, 1984, by Dale A. Johnson.

Catherine E. Ross
Notary Public CATHERINE E. ROSS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Merton J. Ross

Marjorie Miller Allen
Majorie Miller Allen

Catherine E. Ross

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 5th day of December 1984, by Marjorie Miller Allen.

Catherine E. Ross

CATHERINE E. ROSS

Notary Public, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Newton J. Hes

Catherine E. Ross

Evangeline Jones

Evangeline Jones

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 5th day of December 1984, by Evangeline Jones.

Catherine E. Ross

CATHERINE E. ROSS
Notary Public, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Newton J. Hes

Meta Barthman

Meta Barthman

Evangeline Jones

-10-

DJS:kd
11/17/84
(07-05)

05312012

Newton J. Hes

Elsie Swoyer

Elsie Swoyer

Reale J. Miller

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
 this 5th day of December, 1984, by Meta Barthman and Elsie Swoyer.

Katherine E. Ross
 Notary Public, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988

Notary Public

Signed and acknowledged
 in the presence of:

Dang P. Verster
Shelley A. Davis

x "Ruth A. Gingrich by Susan Gingrich-Miller,
 Ruth A. Gingrich
 her Attorney in fact."

STATE OF OHIO
 COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
 this 15th day of DECEMBER, 1984, by Ruth A. Gingrich.

Shelley A. Davis
 Notary Public
 By Susan Gingrich-Miller, Attorney in Fact
 on behalf of Ruth A. Gingrich.
 Shelley A. Davis, Notary Public
 State of Ohio
 My Commission Expires March 6, 1987

Signed and acknowledged
 in the presence of:

Georg J. Muller

Newton T. Hess

Newton T. Hess

Katherine E. Ross

Georg J. Muller

Ruth M. Hess

Ruth M. Hess

Katherine E. Ross

STATE OF OHIO
 COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
 this 5 day of December 1984, by Newton T. Hess and Ruth M. Hess.

Katherine E. Ross
 Notary Public
 CATHERINE E. ROSS
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Newton J. Hnn

Robert Bartels
Robert Bartels

Leela J. McQuillen

Newton J. Hnn

Mary Louise Nolte
Mary Louise Nolte

Leela J. McQuillen

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 5th day of December, 1984, by Robert Bartels and Mary Louise
Nolte.

Catherine E. Ross
Notary Public CATHERINE E. ROSS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

Signed and acknowledged
in the presence of:

Newton J. Ross

Norma A. Carolla
Norma A. Carolla

Leela J. McQuillen

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 5th day of December, 1984, by Norma A. Carolla.

Catherine E. Ross
CATHERINE E. ROSS
Notary Public NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES MARCH 2, 1988

This instrument was prepared by:

Donald J. Shuller, Esq.
Vorys, Sater, Seymour and Pease
Suite 2100, Atrium Two
221 East Fourth Street
Cincinnati, Ohio 45202-4101

-12-

05312014

DJS:kd
11/17/84
(07-05)

EXHIBIT A

<u>APARTMENT</u>	<u>VOLUME/PAGE</u>	<u>LESSEE</u>
A-1	Official Record Volume 451, page A-01	Mildred W. Harkrader
A-2	Official Record Volume 451, page D-05	John Kaumeyer, Executor of the Estate of Clara L. Kaumeyer
A-3	Official Record Volume 451, page D-20	Mary K. Horne
B-1	Lease Volume 232, page 236	Leola Jean McQuilkin
B-2	Lease Volume 232, page 252	Lenore Carter and Willard K. Carter
B-3	Lease Volume 232, page 268	Betty Jane Martin
B-4	Lease Volume 232, page 60	Ruth D. Dahle
B-5	Lease Volume 232, page 284	Ruth M. Winkler
B-6	Lease Volume 232, page 92	Sylvia T. Robert
B-7	Lease Volume 232, page 76	Kenneth McLaughlin, Executor of the Estate of James Clare Rubright
B-8	Lease Volume 232, page 300	M. Louise Bare
B-10	Lease Volume 232, page 316	Miriam J. Gross, individually and as Executrix of the Estate of Frank E. Rader
B-11	Lease Volume 232, page 332	Eleanor P. Boardman
B-12	Lease Volume 232, page 348	Rufus C. Robinson
C-1	Lease Volume 232, page 364	John C. Hearn
D-1	Lease Volume 232, page 380	Kenneth L. Coe
D-2	Lease Volume 232, page 396	Karen K. Cook
D-3	Lease Volume 232, page 412	Ernestine B. Miller
D-4	Lease Volume 232, page 108	Dale A. Johnson
D-5	Lease Volume 232, page 124	Marjorie Miller Allen
D-6	Lease Volume 232, page 140	Evangeline Jones
E-1	Lease Volume 232, page 156	Meta Barthman and Elsie Swoyer

E-2	Lease Volume 232, page 172	Ruth A. Gingrich
F-1	Lease Volume 232, page 204	Newton T. Hess and Ruth M. Hess
F-2	Lease Volume 232, page 188	Robert Bartels and Mary Louise Nolte
F-3	Lease Volume 232, page 220	Norma A. Carolla

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05312015

DJS:kd
11/17/84
(07-05)

EXHIBIT B

TRACT A

Situated in the Village of Marble Cliff, County of Franklin, State of Ohio, and being a portion of Lot Number Two (2) of the Exhibit and Amended Plat of Arlington Place, as the said lot is numbered and delineated on the recorded plat thereof, of record in Plat Book 5, Page 205, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the south line of said Lot No. 2, said point being S 58° 28 1/2' W a distance of 119.00 feet from an iron pin in the west line of Roxbury Road at the southeast corner of said Lot No. 2; thence continuing S 58° 28 1/2' W along the south line of said Lot No. 2 a distance of 339.50 feet to a point at the southwest corner of said Lot No. 2; thence N 16° 01' W along the west line of said Lot No. 2 a distance of 165.00 feet to a point at the northwest corner of said Lot No. 2; thence N 58° 28 1/2' E along the north line of said Lot No. 2 a distance of 323.50 feet to an iron pin; thence S 16° 01' E parallel with the west line and east line of said Lot No. 2 a distance of 105.15 feet to a point (passing an iron pin at 78.82 feet); thence S 31° 31 1/2' E perpendicular to the south line of said Lot No. 2 a distance of 57.67 feet to the place of beginning; containing 1.192 acres of land more or less.

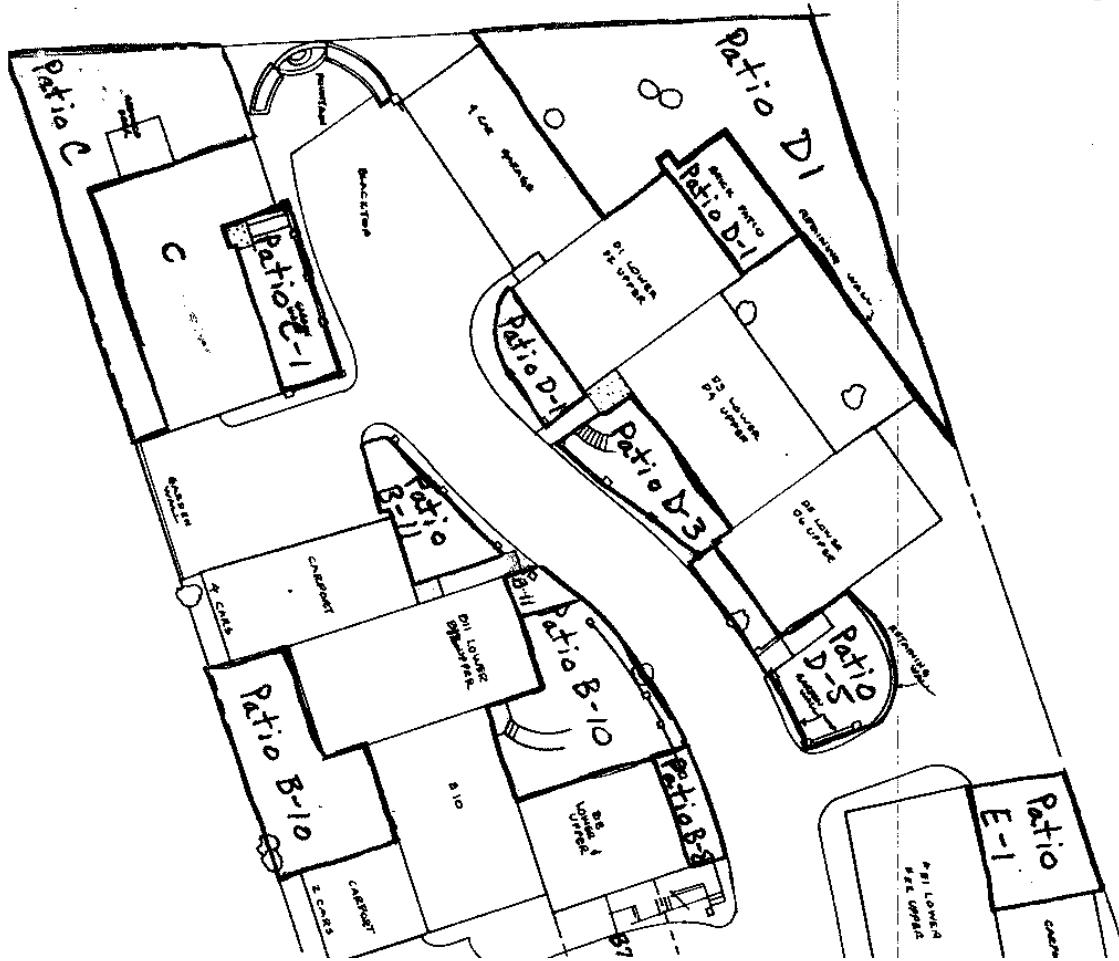
TRACT B

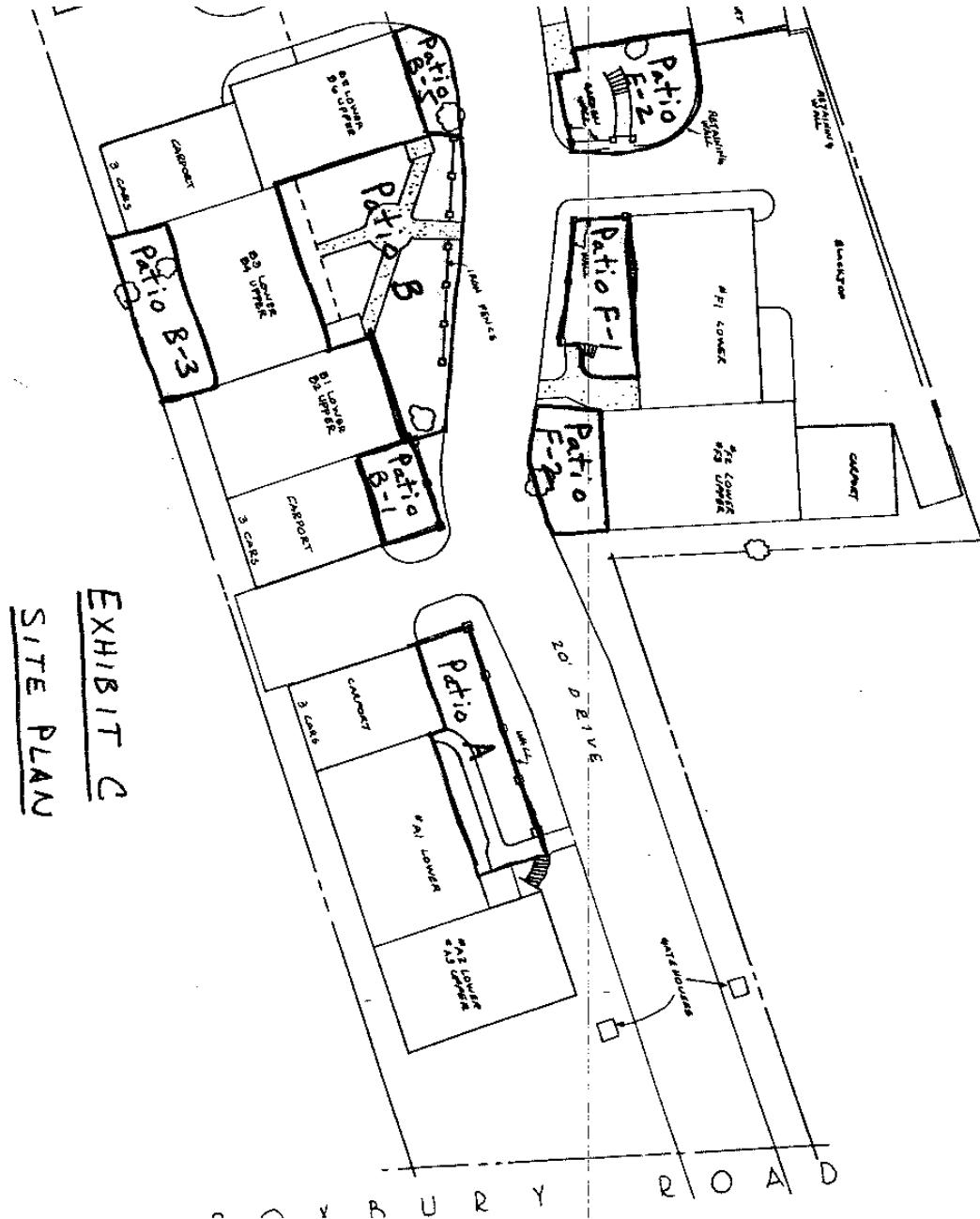
Situated in the Village of Marble Cliff, County of Franklin, State of Ohio, and being part of Lot Number Two (2) of the Exhibit and Amended Plat of Arlington Place, as the said lot is numbered and delineated on the recorded plat thereof, of record in Plat Book 5, page 205, Recorder's Office, Franklin County, Ohio, being also the 0.247 acre tract described as "Parcel No. 1" in that certain deed from Dwight D. Defenbaugh and Frances L. Defenbaugh, his wife, to A. Robert Kent and Mary Joe Kent, dated December 22, 1960 and of record in Deed Book 2297, page 435, said Recorder's Office, and being bounded and described as follows:

Beginning at an iron pin in the west line of Roxbury Road at the southeast corner of said Lot No. 2; thence S 58° 28' 1/2" W along the south line of said Lot No. 2 a distance of 119.00 feet to a point; thence N 31° 31 1/2" W perpendicular to the south line of said Lot No. 2 a distance of 57.67 feet to a point; thence N 16° 01" W parallel with the west line of Roxbury Road a distance of 26.33 feet to an iron pin; thence N 58° 28' 1/2" E parallel with the south line of said Lot No. 2 a distance of 135.00 feet to an iron pin in the east line of said Lot No. 2 and the wet line of Roxbury Road; thence S 16° 01" E along the east line of said Lot No. 2 and the west line of Roxbury Road a distance of 86.18 feet to the place of beginning; containing 0.247 acre of land, more or less.

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AMENDED CODE OF REGULATIONS
OF
THE FRENCH QUARTER, INC.

ARTICLE I

NAME, HISTORY AND PURPOSES

The name of the corporation is The French Quarter, Inc. It was first organized as a corporation for profit on December 13, 1960 pursuant to Sections 1701.01, et seq. of the Revised Code of Ohio and has continued to exist as such since then. The corporation is the owner of a tract of land of 1.192 acres situated in the Village of Marble Cliff, Franklin County, Ohio on which has been constructed buildings and other improvements constituting a 23-unit apartment project, each unit of which has been leased to a shareholder or shareholders of the corporation. Said land, buildings and improvements are sometimes hereinafter called "The French Quarter" or the "Development". The shareholders adopted Amended Articles of Incorporation on May 28, 1980 primarily for the purpose of changing the corporation from a corporation for profit to a non-profit corporation subject to the provisions of the Revised Code of Ohio relating to non-profit corporations, presently Sections 1702.01, et seq. The Amended Articles of Incorporation became effective upon the filing with the Secretary of State of Ohio of a certificate containing a copy of the resolution adopting the Amended Articles of Incorporation and a statement of the manner of its adoption.

The purpose or purposes for which the corporation is formed are set forth in its Amended Articles of Incorporation, but its primary purposes are to own, operate, manage, maintain, repair and care for The French Quarter in order to provide housing on a cooperative basis to members of the corporation. The corporation may acquire real property situated adjacent to The French Quarter which was conveyed to A. Robert Kent and Mary Jo Kent by a deed dated December 22, 1960 and of record in Deed Book 2297, page 435, Recorder's Office, Franklin County, Ohio and which presently consists of land on which there has been constructed a 3-unit apartment building and related improvements (sometimes hereinafter called the "Kent Property"). At and after the time as of which the corporation shall have acquired title to the Kent Property, the Kent Property shall be and become a part of The French Quarter and the Development, as said terms are used in this Amended Code of Regulations.

ARTICLE II

MEMBERSHIP, VOTING AND COMMON EXPENSES

Section 1. Membership. At the time the Amended Articles of Incorporation became effective, all of the issued and outstanding shares of the corporation were thereupon canceled, and, upon surrender and cancellation of his or her share certificate or certificates, each person who was then a shareholder of the corporation automatically became or shall automatically become a member of the corporation and shall continue to be such a member and to have and enjoy the rights and privileges of membership during the period that such shareholder is the owner of a leasehold estate in a part or parts of the corporation's real property, subject to the provisions of applicable law, the corporation's Amended Articles of Incorporation, this Amended Code of Regulations and any lease to which such member is a party, as any of the same may be amended from time to time. Each person who became or becomes the owner of a leasehold estate in a part or parts of the corporation's real property after the time the Amended Articles of Incorporation became effective shall automatically become a member of the corporation and shall continue to be a member and to have and enjoy the rights and privileges of membership during the period of such ownership, subject to the provisions of applicable law, the corporation's Amended Articles of Incorporation, this Amended Code of Regulations and any lease to which such member is a party, as any of the same may be amended from time to time.

Section 2. Voting. Each member shall be entitled to one vote on each matter properly submitted to the members for their vote, consent, waiver, release or other action for each residential unit in which he owns a leasehold estate which qualifies him for membership in this corporation. If, however, a leasehold estate in one such residential unit is owned by two or more members, such members shall collectively have but one vote for such unit. If the Board of Trustees shall so determine, voting at elections and votes on other matters may be conducted by mail.

A corporation which is a member of this corporation may exercise its right to vote by the Chairman of the Board, the President, any Vice President, the Secretary or the Treasurer of said corporation, and any such officer shall conclusively be deemed to have authority to vote on behalf of said corporation and to appoint proxies and execute written consents, waivers and releases on its behalf, unless before a vote is taken or a consent, waiver or release is acted upon it appears by a certified copy of the regulations, by-laws or a resolution of the trustees, directors or executive committee of said corporation that such authority does not exist or is vested in some other officer or person.

If a leasehold estate in any one residential unit which qualifies the owner thereof for membership in this corporation is owned by two or more persons, with respect to exercising the voting rights, including the execution of waivers, consents and objections thereto, the following rules shall apply: If more than one of such owners attend a meeting, a majority of those attending, if they concur in any action, may act for all. If more than one act in voting by mail or in executing waivers or consents or objections thereto, a majority of those acting, if they concur in any action, may act for all. If only one of such owners attends a meeting or votes by mail or executes a waiver or consent and no other of such owners so acts, then that one may act for all. If a majority of the owners attending a meeting or voting by mail or executing waivers, consents or objections thereto do not agree on any particular issue, each person so attending or voting by mail or executing a waiver or consent or an objection thereto may act with respect to that fractional portion of the voting power for the leasehold estate owned by such owners the numerator of which is one and the denominator of which is equal to the total number of such owners attending the meeting or voting by mail or executing a waiver or consent or an objection thereto.

The Board of Trustees may suspend the voting rights of any member who is delinquent in the payment of his proportionate share of the common expenses, any indebtedness to the corporation or any other payments required to be made by him to the corporation pursuant to any written lease or any separate written obligation.

Unless and until such time as of which the corporation shall have acquired title to the Kent Property, the owner or owners of the fee simple title to the Kent Property shall be entitled collectively to three (3) votes on any matter submitted to the members of this corporation for a vote which relates to the maintenance or repair of the roadways, utility pipes, gate houses and retaining wall situated on either The French Quarter or the Kent Property.

Section 3. Common Expenses. All costs of administration of the corporation, of administration, management, maintenance, repair, restoration and replacement of, additions to and utility services for The French Quarter (except such as are paid by individual tenants or lessees of parts of The French Quarter), of insurance obtained by the corporation and of taxes and assessments payable with respect to The French Quarter; all payments of principal and interest required to be made by the corporation on loan indebtedness incurred by the corporation which have been authorized by members entitled to exercise not less than seventy-five percent (75%) of the voting power of all

members in order to pay for any of the foregoing costs; sums necessary in order to establish reserve funds to pay for any of the foregoing costs which have been authorized by members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members; and such expenses as are lawfully incurred on behalf of the corporation by or pursuant to authority granted by the Board of Trustees shall be common expenses.

The member or members owning a leasehold estate in each residential unit (sometimes hereinafter called "Apartment") of The French Quarter shall pay monthly in advance on the first day of each and every month during the original term of the lease creating such leasehold estate and any renewal term an amount equal to one-twelfth of the proportionate share attributable to such member or members' Apartment of the estimated common expenses for the next ensuing year, as determined by the Board of Trustees. With respect to taxes, assessments and insurance, the proportionate share thereof attributable to each Apartment shall be the percentage for such Apartment set forth in the following schedule:

<u>Apartment</u>	<u>Percent</u>
B-1	4.541
B-2	3.909
B-3	4.166
B-4	3.524
B-5	3.801
B-6	3.958
B-7	3.050
B-8	5.242
B-10	4.264
B-11	4.511
B-12	5.309
C-1	4.669
D-1	4.412
D-2	5.309
D-3	4.866
D-4	3.899
D-5	4.254
D-6	3.633
E-1	4.669
E-2	3.948
F-1	4.491
F-2	5.597
F-3	3.978

At and after the time as of which the corporation shall have acquired title to the Kent Property and the Kent Property shall have become a part of The French Quarter, the taxes, assessments and

insurance costs payable with respect to the Kent Property shall be segregated from the taxes, assessments and insurance costs payable with respect to that part of The French Quarter other than the Kent Property. The taxes, assessments and insurance costs payable with respect to that part of The French Quarter other than the Kent Property shall be apportioned among and payable by the members owning leasehold estates in the Apartments listed above and in accordance with the percentages listed above. The taxes, assessments and insurance costs payable with respect to the Kent Property shall be apportioned among and payable by the members owning leasehold estates in the Apartments constituting part of the Kent Property, the proportionate share thereof attributable to each Apartment being the percentage for such Apartment set forth in the following schedule:

<u>Apartment</u>	<u>Percent</u>
A-1	42
A-2	33
A-3	25

With respect to all other common expenses, the proportionate share attributable to each Apartment shall be one twenty-third thereof until and unless the corporation shall have acquired title to the Kent Property. At and after the time as of which the corporation shall have acquired title to the Kent Property and the Kent Property shall have become part of The French Quarter, the proportionate share attributable to each Apartment of the common expenses other than taxes, assessments and insurance shall be one twenty-sixth thereof.

In addition to and along with monthly payments of common expenses, each member shall pay to the corporation amounts which are sufficient, in the judgment of the Board of Trustees, to enable the corporation to pay when due the intangible property tax required to be paid by the corporation as a result of any indebtedness of such member to the corporation. The amount by which the sum of such payments by a member exceeds the actual intangible property tax paid by the corporation with respect to the indebtedness of such member shall be credited or returned to such member, and such member shall pay to the corporation upon demand the amount by which the sum of such payments by such member is less than the actual intangible property tax paid by the corporation with respect to the indebtedness of such member.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meeting. Beginning in 1981, an annual meeting of the members for the election of Trustees,

the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before such meeting shall be held at 7:30 o'clock, P.M., local time, on the fourth Tuesday in January of each year or at such other time and on such other date within thirty (30) days thereafter as may from time to time be designated by the Board of Trustees.

Section 2. Special Meetings. Special meetings of the members may be called by the President, the Board of Trustees by action at a meeting thereof or a majority of the Board of Trustees acting by a writing or writings signed by them without a meeting, or by members entitled to exercise twenty-five percent (25%) or more of the total voting power of the members acting by a writing or writings signed by them without a meeting.

Section 3. Place of Meetings. Meetings of members, whether annual or special, may be held at such place within Franklin County, Ohio as the Board of Trustees or the person or persons calling the meeting shall determine.

Section 4. Notice of Meetings. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and the purpose or purposes for which the meeting is called shall be given by the President or Secretary by personal delivery or by mail not less than ten (10) nor more than thirty (30) days before such meeting to each member. If such notice is not given by the President or Secretary, it may be given by anyone so designated by the person or persons calling the meeting. If mailed, such notice shall be addressed to each member at such member's address as it appears upon the records of the corporation. If a meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at such meeting.

Section 5. Waiver of Notice. Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing, either before or after the holding of such meeting, by any member, which writing shall be filed with or entered upon the records of such meeting. The attendance of any member, in person or by proxy, at any such meeting without protesting prior to or at the commencement of the meeting the lack of proper notice shall be deemed to be a waiver of such member of notice of such meeting.

Section 6. Quorum. At any meeting of members, members entitled to exercise not less than a majority of the total voting power of the members, present in person or represented by proxy, shall constitute a quorum for such

meeting, but no action required by law, the Amended Articles of Incorporation or this Amended Code of Regulations to be authorized or taken by a designated proportion of the members may be authorized or taken by a less proportion. Members entitled to exercise a majority of the total voting power of members present at a meeting or represented by proxy thereat, though less than a quorum, may adjourn such meeting from time to time and at such adjourned meeting any business may be transacted as if the meeting had been held as originally called.

Section 7. Voting Requirements. At all elections of Trustees the candidates receiving the greatest number of votes shall be elected. All other questions shall be determined by the vote of members entitled to exercise a majority of the total voting power of the members entitled to vote and represented at the meeting in person or by proxy, if a quorum is present, unless for any particular purpose the vote of a greater proportion of the members is otherwise required by law, the Amended Articles of Incorporation or this Amended Code of Regulations.

Section 8. Proxies. At meetings of members, any member entitled to vote thereat may be represented and may vote by a proxy or proxies appointed by an instrument in writing, but such instrument shall be filed with the secretary of the meeting before the person holding such proxy shall be allowed to vote thereunder. No proxy shall be valid after the expiration of eleven (11) months after the date of its execution, unless the member executing it shall have specified therein the length of time it is to continue in force.

Section 9. Order of Business. The order of business at all meetings of members shall be as follows:

- (a) Call meeting to order
- (b) Selection of chairman and secretary in event elected officers are absent
- (c) Proof of notice of meeting
- (d) Roll call, including filing of proxies with secretary
- (e) Reading and disposal of minutes of preceding meeting
- (f) Reports of officers
- (g) Reports of committees
- (h) Appointment of tellers of election
- (i) Election of Trustees
- (j) Unfinished business
- (k) New business
- (l) Adjournment

In the case of a special meeting, items (a) through (e) shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 10. Action Without a Meeting. Unless otherwise provided by law, the Amended Articles of Incorporation or this Amended Code of Regulations, as any of the same may be lawfully amended from time to time, any action which may be authorized or taken by the affirmative vote of members entitled to exercise not less than a majority of the voting power of all members present at a meeting may be authorized or taken without a meeting by the affirmative vote of, and in a writing or writings signed by, members entitled to exercise a majority of the voting power of all members, and any action which may be authorized or taken by the affirmative vote of members entitled to exercise a greater proportion of the voting power of all members at a meeting may be authorized or taken without a meeting by the affirmative vote of, and in a writing or writings signed by, members entitled to exercise such proportion of the voting power of all members.

ARTICLE IV

TRUSTEES

Section 1. General Powers. Unless otherwise provided by law, the Amended Articles of Incorporation or this Amended Code of Regulations, as any of the same may be lawfully amended from time to time, the complete authority, powers, property and affairs of the corporation shall be vested in and controlled by the Board of Trustees. Without limiting the generality of such powers and authority, the Board of Trustees shall have the power and authority to determine whether to exercise an option to purchase or to accept or reject an offer to sell to the corporation any lease of and leasehold estate in a portion of The French Quarter, to approve any proposed lessee or sublessee of a portion of The French Quarter, to adopt administrative rules respecting the use and operation of the corporation's property and facilities, to procure and maintain insurance which it is the corporation's obligation to procure and maintain, to cause to be performed all repairs to and maintenance and replacement of the property of the corporation, to authorize the issuance of notes, debentures or other evidences of indebtedness or obligations of the corporation and to determine from time to time the estimated common expenses of the corporation. However, unless approved by the affirmative vote of members entitled to exercise not less than seventy-five percent (75%) of the total voting power of all members, no action shall be taken by the Board of Trustees to borrow money for the purpose of loaning it to another, to sell, lease, transfer or otherwise dispose of all or substantially all of the assets of the corporation, to merge or consolidate the corporation with or into any other entity, to dissolve the corporation or to adopt any plan of distribution of assets upon dissolution of the corporation. Notwithstanding the foregoing limitations, the Board of

Trustees may authorize the granting of a mortgage or other security interest in all or substantially all of the assets of the corporation to secure any or all of the corporation's indebtedness.

Section 2. Number, Qualification, Election and Tenure. The Board of Trustees shall consist of five (5) persons. A Trustee must be a member of the corporation or a spouse or blood relative of a member of the corporation who resides in The French Quarter. The persons who are directors of the corporation at the time this Amended Code of Regulations becomes effective shall automatically become Trustees of the corporation for terms which shall expire at the time of the annual meeting in 1981. At such meeting two (2) Trustees shall be elected for terms of two (2) years each and until their successors are duly elected and qualified and three (3) Trustees shall be elected for terms of one (1) year each and until their successors are duly elected and qualified. At the time of each annual meeting thereafter two (2) Trustees shall be elected for terms of two (2) years each and until their successors are duly elected and qualified, and one (1) Trustee shall be elected for a term of one (1) year and until his or her successor is duly elected and qualified. If any annual meeting is not held, Trustees may be elected at a special meeting of members called for the purpose of electing Trustees. Only persons nominated as candidates shall be eligible for election as Trustees, and at all elections the candidates receiving votes representing the greatest proportion of the votes cast for each class of Trustees to be elected (i.e. for one-year or two-year terms) shall be elected. At each meeting at which Trustees are to be elected, the President shall appoint three (3) members as tellers of election who shall supervise the election, tabulate the ballots and announce the results of the election.

Section 3. Resignation, Removal and Loss of Qualification. Any Trustee may resign by submitting a written resignation to the President or Secretary. Any Trustee shall automatically cease to be a Trustee and his office shall become vacant when he ceases to possess the qualifications for such office set forth in Section 2 of this Article IV or in the event that such Trustee or the member who is the spouse or blood relative of such Trustee becomes more than thirty (30) days delinquent in the payment of his or her proportionate share of the common expenses or any other payment required to be made by such Trustee or member to the corporation. Any Trustee may be removed from office, with or without cause, at any regular or special meeting of members called for such purpose by the affirmative vote of members entitled to exercise not less than the majority of the voting power of all members, and a successor may then and there be elected to fill the vacancy thus

created. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at any such meeting.

Section 4. Vacancies. In the case of any vacancy among the Trustees that is not filled by the members as provided in Section 3 of this Article IV, the remaining Trustees, though less than a quorum, by the affirmative vote of a majority of them, may elect a Trustee to fill such vacancy, and such newly elected Trustee shall hold office for the unexpired term of his predecessor in office and until his successor has been elected and qualified.

Section 5. Meetings. The Trustees shall hold an annual meeting immediately following the annual meeting of members in each year for the purpose of electing officers and transacting such other business as may properly come before such meeting. The Trustees shall hold regular meetings not less frequently than once each calendar quarter. Special meetings of the Trustees may be called by or at the request of the President, Secretary or two or more Trustees. Meetings of the Trustees may be held at any place within Franklin County, Ohio as the Trustees or the person calling the meeting shall determine.

Section 6. Notice of Meetings. Except as herein-after provided in this Section 6, written, telephonic or telegraphic notice of the time and place of each meeting of the Trustees shall be given to all of the Trustees by the President or Secretary at least three (3) days prior to such meeting, except that no notice shall be required for the annual meeting held immediately following the annual meeting of members. If a regular time and place of regular meetings of the Trustees shall have been fixed by the Trustees and notice thereof shall have been given to all of the Trustees, no subsequent notice shall be required for regular meetings held at such regular time and place. Notice of a meeting may be waived by any Trustee at any time in a writing signed by him or her or by personal appearance at the meeting called. No notice of an adjourned meeting shall be required to be given if the time and place to which it is adjourned are fixed and announced at such meeting.

Section 7. Quorum and Voting. A majority of the Trustees shall be necessary to constitute a quorum at any meeting, but less than a quorum may adjourn a duly called meeting from time to time until a quorum is present. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law, the Amended Articles of Incorporation or this Amended Code of Regulations, as any of the same may be amended from time to time.

Section 8. Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting in a writing or writings signed by all of the Trustees, which writing or writings shall be filed with or entered upon the records of the corporation.

Section 9. Compensation. The Trustees shall serve without compensation for their services as Trustees. However, no Trustee shall be precluded from serving the corporation in any other capacity and receiving compensation therefor.

Section 10. Committees. The Board of Trustees may create a committee or committees of Trustees, each such committee to be composed of not less than three Trustees, and may delegate to any such committee any of the authority and power of the Trustees, however, derived. Each such committee shall serve at the pleasure of the Board of Trustees, shall act only in the intervals between meetings of the Board, and shall be subject to the control and direction of the Board. Any such committee may act by a majority of its members at a meeting or by a writing or writings signed by all its members. An act or authorization of an act by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Trustees.

ARTICLE V

OFFICERS

Section 1. Officers. The officers of this corporation shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Trustees may elect. The President shall be a Trustee. Other officers may but need not be Trustees. Any two or more offices may be held by the same person, except that one person may not hold the offices of (1) President and Vice President, Secretary or Treasurer, (2) Secretary and Assistant Secretary, or (3) Treasurer and Assistant Treasurer.

Section 2. Election, Term of Office, Removal and Vacancies. The officers of the corporation shall be elected annually by the Trustees at the annual meeting of the Trustees. Each officer shall hold office at the pleasure of the Trustees and until his successor shall have been duly elected and qualified. Any officer may be removed, with or without cause, by a majority of the Trustees, and any officer may resign at any time. A vacancy in any office because of death, resignation, removal or otherwise may be filled by the Trustees.

Section 3. President. The President shall be the principal executive officer of the corporation and shall preside at all meetings of the members and the Trustees. He shall exercise, subject to the control of the Trustees and the members of the corporation, general supervision over the affairs of the corporation, and, in general, he shall perform all duties usually incident to the office of president and such other duties as may be prescribed by the Trustees from time to time.

Section 4. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Trustees.

Section 5. Secretary. The Secretary shall keep an accurate record of the acts and proceedings of the members, Trustees and committees; shall keep membership records containing the names and addresses of all members and the other data concerning them required by this Amended Code of Regulations; shall send or cause to be sent such notices of meetings to members and Trustees as may be required by law and this Amended Code of Regulations; and shall, in general, perform all duties usually incident to such office or which may be assigned to him by the Trustees. The Secretary shall also, on the expiration of his term of office, deliver all books, papers and property of the corporation in his hands to his successor or the President.

Section 6. Treasurer. The Treasurer shall receive and safely keep all money, choses in action and securities belonging to the corporation and shall disburse the same only upon authorization or under direction of the Trustees; shall keep an accurate account of the finances of the corporation in books specially provided him for that purpose and hold the same open for inspection and examination of the Trustees and any committee of members or Trustees appointed for such inspection, and shall present abstracts of the same at meetings of members or Trustees upon request; shall perform all other duties which may be assigned to him by the Trustees; and, on the expiration of his term of office, shall deliver all money, books, paper and property of the corporation in his hands to his successor or to the President. The fiscal year of the corporation shall be the calendar year. Upon approval of the Trustees, the Treasurer may obtain and hire the services of an independent accountant to assist him in keeping the

corporation's books of account and in preparing abstracts thereof and other statements and reports required of him.

ARTICLE VI

MEMBERSHIP, RECORDS AND CERTIFICATES

Section 1. Membership Book. The corporation shall keep and maintain a membership book containing the name and address of each member, the date of each member's admission to membership and the manner and date of termination of each membership.

Section 2. Membership Certificates. Certificates evidencing membership in the corporation shall be issued to the members. Each certificate of membership shall state that the corporation is organized under the laws of the State of Ohio and the name of the registered holder of the membership represented thereby. Membership certificates shall be consecutively numbered, shall contain such recitals as may be required by law, shall be of such tenor and design as the Trustees shall prescribe and shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary.

Section 3. Lost Certificates. The Trustees may order a new certificate of membership to be issued in place of any certificate previously issued by the corporation and alleged to have been lost or destroyed upon the making of an affidavit of that fact and the circumstances thereof by the person claiming the certificate to be lost or destroyed. When authorizing such issuance of a new certificate, the Trustees may, in their discretion and as a condition precedent to the issuance thereof, require the registered owner of such lost or destroyed certificate to give to the corporation a bond, with surety or sureties satisfactory to the Trustees and in such form as the Trustees may in their discretion deem sufficient as indemnity against any loss or liability that the corporation may incur by reason of the issuance of such new certificate; but the Trustees may, in their discretion, refuse to issue such new certificate except upon the order of a court.

ARTICLE VII

ADMINISTRATIVE RULES

Subject to the provisions of the Amended Articles of Incorporation or this Amended Code of Regulations, as either of them may be lawfully amended from time to time, the Board of Trustees may from time to time adopt, amend or repeal such

administrative rules respecting the use and operation of the corporation's property and facilities as in the judgment of the Board of Trustees may be necessary or desirable for the continued protection of the Development as a good living environment, for its safety, care and cleanliness and that of surrounding premises, for the preservation of good order and comfort in the Development and for the health, safety, welfare, convenience, comfort and enjoyment of its residents. A copy of any such administrative rule or written notification of the repeal of any such administrative rule, as the case may be, shall be sent to each member not less than ten (10) days prior to the effective date of its adoption, amendment or repeal.

ARTICLE VIII

SERVICES AND INSURANCE

Section 1. Miscellaneous Services. The corporation shall pay all taxes and assessments levied against the Development, pay for all water furnished to the Development and all electricity provided to the common areas of the Development and shall keep and maintain, or cause to be kept and maintained, in good order and repair and replace, if necessary, all buildings, structures, roadways, utility lines, lawns, plantings and other improvements constituting parts of the Development as provided in Articles IX and X of this Amended Code of Regulations.

Section 2. Property Insurance. The corporation shall procure and maintain, for the benefit of the corporation and all lessees of parts of the Development, insurance on all buildings comprising part of the Development against loss or damage as a result of fire and those hazards ordinarily insured against in Franklin County, Ohio in policies providing, by endorsement or otherwise, what is generally known as "all-risk" coverage for physical damage or loss. Such insurance shall at all times be in amounts sufficient to prevent the corporation or any lessee of a part of the Development from becoming a co-insurer under the terms of any co-insurance clause or provision which is part of the applicable policy or policies, and in any event in amounts not less than eighty percent (80%) of the full insurable value of said buildings. The term "full insurable value", as used herein, shall mean actual replacement cost, exclusive of the cost of excavation, foundations and footings, as determined from time to time by the insurer. Claims under any such policy shall be negotiated by the corporation, and, except as specifically provided otherwise in this Amended Code of Regulations, the proceeds of such insurance shall be used to repair or restore any building to its condition immediately prior to any insured damage thereto or destruction thereof.

Section 3. Liability Insurance. The corporation shall procure and maintain, for the benefit of the corporation and all lessees of parts of the Development and all persons lawfully in possession or control of any part of the common areas of the Development (including officers, Trustees and employees of the corporation) and in such amounts as the Board of Trustees deems advisable, insurance against liability for death, personal injury or property damage arising from or relating to the common areas of the Development.

ARTICLE IX

REPAIRS, MAINTENANCE AND REPLACEMENTS

Section 1. Obligations of Lessees. Each lessee of an Apartment shall keep and maintain in good order and repair and replace, if necessary, the interior of the Apartment (excluding the structural components thereof), including, without limitation, all interior painting and decorating, wall coverings and carpeting and other floor coverings, all cabinets, counters and bookcases, all appliances, all hardware which extends into the Apartment such as locks and mailboxes, and all door and window glass in the perimeter walls, and also all flowers, shrubbery and other plantings situated within the patio area appurtenant to the Apartment, if any. However, the lessees of Apartments B-1 through B-6, inclusive, shall have collective responsibility only for the flowers situated within the courtyard adjacent to said Apartments, and the corporation shall have responsibility for the lawn area, shrubbery and other plantings situated there. In addition, each lessee of an Apartment shall keep and maintain in good order and repair and replace, if necessary, all plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are designed to serve only the Apartment (hereinafter called "individual service facilities").

Section 2. Obligations of the Corporation. Except as specifically provided otherwise in this Amended Code of Regulations, the corporation shall keep and maintain, or cause to be kept and maintained, in good order and repair and replace, if necessary, all buildings, structures, roadways, lawns, plantings and other improvements constituting parts of the Development except for such repairs, maintenance and replacements which are the responsibility of the individual lessees of parts of the Development, including, without limitation, all walls and flooring (except for the painting and decorating thereof and coverings therefor) and all roofs, decks, ironwork, roadways, walks, lawns, shrubbery and other plantings and all plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are not "individual service

facilities", as hereinbefore defined. The costs and expenses to the corporation of all such maintenance, repair and replacements shall constitute part of the common expenses, which are to be paid by the members in accordance with the provisions of Section 3 of Article II of this Amended Code of Regulations.

All maintenance, repair and replacement of the buildings, structures, roadways, lawns, plantings and other improvements constituting parts of the Development which are to be done and performed by the corporation shall be done and performed pursuant to authorization given by the Board of Trustees. However, except for the repair or restoration of a part of the Development in the event of its damage or destruction (as provided in Article X of this Amended Code of Regulations), no single item of maintenance, repair or replacement the cost of which shall exceed by \$2,000 or more the amount of insurance proceeds available to pay for such cost shall be done or performed by the corporation unless the same shall have been approved by the affirmative vote of members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members.

ARTICLE X

DAMAGE TO OR DESTRUCTION OF DEVELOPMENT

Except as hereinafter provided in Article XI of this Amended Code of Regulations, if at any time the Development is damaged or destroyed by fire or other casualty, the damaged or destroyed part or parts shall be repaired or restored as quickly as possible by the corporation to its or their condition immediately prior to such damage or destruction and at the sole cost and expense of the corporation, unless such damage or destruction is caused by the intentional or negligent act or omission of a member, a member of a member's family residing in the Development or a sublessee of a member, in which case the amount by which the cost and expense of repair and restoration exceeds the insurance proceeds shall be paid by such member.

ARTICLE XI

SALE OF ENTIRE DEVELOPMENT

In case any of the following events occur: (1) such destruction of the Development by fire or other casualty as to cause the Board of Trustees to recommend against repair or restoration of the Development; (2) such a complete change in the area surrounding the Development or such adverse influences or blight or deterioration in the surrounding area as to cause the Board of Trustees to determine that the Development is no

longer suitable or attractive for residential uses, but can be sold at a price which would provide money sufficient to retire the corporation's indebtedness and make a fair distribution of the balance to the members; or (3) the taking of all or a part of the Development pursuant to the right of eminent domain; the corporation may determine, by the affirmative vote of members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members and subject to the written approval of all leasehold mortgagees of estates or interests in the Development, to sell the Development at a price and on terms approved by the members. In such event, all leases of parts of the Development and the leasehold estates created thereby shall terminate at the time of closing of any such transaction of sale or the date as of which possession is required by the authority exercising the right of eminent domain in the event of a taking of the entire Development. The proceeds of any such sale and/or the proceeds realized by the corporation as a result of the exercise of the right of eminent domain, together with any insurance proceeds and proceeds realized from the other assets of the corporation, shall be allocated among the members in proportion to the number of square feet contained in the floor area of the respective Apartments leased to them (computed by measuring to the exterior surfaces of the perimeter walls of such Apartments). The proceeds allocated to any member pursuant to the foregoing shall be paid by the corporation first of all to any leasehold mortgagee of such member to satisfy the indebtedness of such member to such leasehold mortgagee, and the balance of such proceeds shall be paid by the corporation to such member.

ARTICLE XII

INDEMNIFICATION

Section 1. Actions, Suits or Proceedings by Others.

The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a Trustee, officer, employee or agent of the corporation, against expenses, including attorney's fees, judgments and fines, actually and reasonably incurred by him in connection with such action, suit or proceeding, and may indemnify him for amounts paid by him in settlement of such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 2. Actions or Suits by the Corporation.

The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee or agent of the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

Section 3. Successful Defenses. To the extent that a Trustee, officer, employee or agent of the corporation has been successful in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article XII or in defense of any claim, issue or matter therein, he shall be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

Section 4. Determinations of Qualifications for Indemnification. Any indemnification under Section 1 or Section 2 of this Article XII, unless ordered by a court, shall be made by the corporation only if a determination is made that indemnification of the Trustee, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in the applicable section. Such determination, if made, shall be made by the Trustees at a meeting at which a quorum consisting of Trustees qualified to vote on such determination is present. Any Trustee who is not a party to or threatened with any such action, suit or proceeding shall be qualified to vote on such determination. If a quorum of Trustees qualified to vote on such determination cannot be obtained, such determination, if made, shall be made by an independent attorney-at-law selected by a majority of the officers and Trustees of the corporation who are not parties to or threatened with any such action, suit or proceeding. If there is no officer or Trustee qualified to make such selection, such selection shall be made by the Presiding Judge of the Court of Common Pleas of Franklin County, Ohio. No person shall be so selected who previously has been retained by or has performed

services for the corporation or any person who may be indemnified, who is or was a member of a firm which has been so retained or has so performed services or who is a member of a firm any other member or employee of which has been so retained or has so performed services. Written notice of any such determination with respect to an action or suit by or in the right of the corporation shall be promptly given to the person who threatened or brought such action or suit, and such person, within ten (10) days after receipt of such notification, shall have the right to petition the court in which such action or suit was brought, or the Court of Common Pleas of Franklin County, Ohio, if such action or suit was only threatened, to review the reasonableness of such determination.

Section 5. Rights Not Exclusive; Continuation of Rights.

Indemnification pursuant to the provisions of this Article XII shall not be deemed exclusive of any other rights to which any person otherwise may be entitled, and the right to such indemnification shall continue as to a person who has ceased to be a Trustee, officer, employee or agent of the corporation and shall enure to the benefit of the heirs, legatees, successors and administrators of such person.

Section 6. Insurance. The Board of Trustees may purchase and maintain such policies of insurance as it may consider appropriate to insure any person who is or was a Trustee, officer, employee or agent of the corporation against liability and expense arising out of any claim of breach of duty, error, misstatement, misleading statement, omission or other acts done, made or attempted by him by reason of his being such Trustee, officer, employee or agent or in his capacity as such, whether or not the corporation would have the power to indemnify him pursuant to the provisions of this Article XII.

ARTICLE XIII

AMENDMENTS

This Amended Code of Regulations or the corporation's Amended Articles of Incorporation may be amended or a new Amended Code of Regulations or new Amended Articles of Incorporation may be adopted by the affirmative vote of members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members at a meeting of members held for such purpose or in a writing or writings signed by them without a meeting.

The French Quarter, Inc.
1631 Roxbury Road
Marble Cliff, OH 43212

ADMINISTRATIVE RULES
Sunday, January 17, 2016

WHEREAS, it becomes advisable for The French Quarter, Inc. to affirm Rules for the administration of the Corporation's Code of Regulations, these Administrative Rules supersede the Administrative Rules adopted in 2001 and 2007 and are hereby adopted as an addendum to the Code of Regulations.

TRANSFER OF LEASEHOLDS

1. Proposed new Lessee must meet with the Board of Trustees 10 days before anticipated closing to assure he/she understands the duties of a member in a cooperative apartment, the Code of Regulations and these Administrative Rules.
2. New Lessee shall be furnished a copy of the Code of Regulations and the Administrative Rules.
3. All taxes, insurance and maintenance costs due or accrued, to date, at the closing of sale of Leasehold shall be paid by Seller.
4. All assessments for maintenance and repairs shall be the property of the Corporation, whether spent or not.
5. In transfer of Leasehold, Buyers and Sellers shall provide and pay for their own legal services.
6. All closing costs of new lease must be paid by the Buyer.
7. Procedures for sale must meet all legal requirements as established and adopted by the Corporation and included as part of the Lease Agreement, Code of Regulations and these Administration Rules.
8. Notice of sale by Lessee shall be given to the Board of Trustees prior to placing the unit for sale on the market.
9. For Sale signs may be placed in a window of the unit to be sold. Signs may also be placed in the front yard of The French Quarter on

The French Quarter, Inc. Administrative Rules - Revised 2016

Saturdays and Sundays, as may "Open House" signs. No price shall be publicly displayed.

APPOINTMENT OF COMMITTEES AND EMPLOYMENT OF SERVICES

1. Committees may be appointed by the Board of Trustees to carry out such duties as may be presented.
2. The Board of Trustees may employ such services as required to operate the corporation in the best interest of the members.

COMMON EXPENSES

1. The Treasurer shall periodically adjust the monthly assessment for each Leaseholder based on actual taxes (real and personal), actual insurance cost for the Leasehold and water and sewer costs.

GENERAL

1. It shall be mandatory that all second floor apartments be carpeted with pad according to the following specifications: Berber carpeting should be 3/8" thick with a minimum six pound rating for pad. Plush carpet should be 1/2" thick with a six pound rating minimum for padding. The floors of all upper units should be covered with wall-to-wall carpet with optional exception to Kitchen, Maintenance Room, Utility Room and Bathroom. Floor squeaks must be fixed prior to sale, and/or before laying new carpet. The units will be checked to ensure these requirements are met prior to being placed on the market for sale.

(Revised August 2007)

2. Windows shall be replaced with one of two styles of window; Architect Classic Series Pella windows that are wood clad in white aluminum or Rosati white vinyl. If Rosati windows are chosen then all windows facing Roxbury Rd. and our private lane will be Simulated

The French Quarter, Inc. Administrative Rules - Revised 2016

Divided Light (SDL) with exterior mullions. Rosati Grid between Glass (GBG) windows can be installed in windows that face the ravine, the railroad tracks or Roxbury Arms. (Revised May 2015)

3. Consideration of others should govern the sounds allowed to emit from any unit. Example: Vacuum cleaner, washing machines, etc.
4. No pets except live-in cats.
5. Parking is restricted to designated places (carports, garages or other assigned space)/ all day and overnight parking on the driveway by guests is PERMITTED ALONG THE NORTH WALL ONLY. See attached Parking Rules.
6. Residents are responsible for care of their courtyards (as indicated in the Amended Code of Regulations).
7. Residents are expected to repair or have repaired any damage which they cause to the general property of the French Quarter.
8. Need for repairs to be made by the Corporation should be reported promptly in writing to the Board when it is observed.
9. Individual Christmas decorations should be kept in good taste and only white light should be used outside or in windows.
10. No expenditures should be made by residents with expectations of reimbursement by the Corporations without prior approval by the Board.
11. Any insurance claims to be made against the Corporation policy will be handled by the board and not by individual residents.
12. Growth of ivy should be confined to garden walls and not to walls of building.
13. No TV antennas are permitted on the roof. Air conditioning may not be visible from the street.
14. Laundry is not to be hung out to dry on any part of the decks or balconies

The French Quarter, Inc. Administrative Rules - Revised 2016

15. Locker room space in buildings shall belong to no apartment but shall be assigned by the Board with preference given to second floor residence.
16. Anytime a security/storm door is replaced, it must be black with scroll work in the French Quarter style (decorative, black wrought iron style vs. plain). Direct questions to the Board if you are unsure about replacement options. (Added July, 2015)

THESE ADMINISTRATIVE RULES have been adopted unanimously by the Board of Trustees and are to be effective as of January 17, 2016.

Debbie Johnson
Secretary

Attest:

Alexandra Palay-Harned
President

The French Quarter, Inc. Administrative Rules - Revised 2016

**THE FRENCH QUARTER, INC.
SERVICE DOG/EMOTIONAL SUPPORT ANIMAL RULES**

Disabled individuals may keep a Service Dog/Emotional Support Animal in their units subject to the following rules:

1. Service Dog/Emotional Support Animal owner shall provide annually to the board of trustees veterinarian proof of vaccination.
2. Service Dog/Emotional Support Animal owner shall provide annually a copy of Franklin County dog license, which license Service Dog/Emotional Support Animal shall wear at all times.
3. Service Dog/Emotional Support Animal owner shall provide proof of condominium owner insurance.
4. Service Dog/Emotional Support Animal must be confined to the leasehold owner's unit and must not be allowed to roam free or be tethered.
5. Service Dog/Emotional Support Animal must not be left unattended on patios or balconies.
6. Service Dog/Emotional Support Animal in transit is to be carried, restrained by a leash, or placed in an animal carrier.
7. Service Dog/Emotional Support Animal shall be exercised only off the premises of The French Quarter, Inc. Persons who walk Service Dog/Emotional Support Animal are responsible for immediately cleaning up after the Service Dog/Emotional Support Animal and discarding securely bagged animal waste/droppings in a lidded container inside garage. Animal waste must not be permitted to accumulate inside the garage and must be disposed of with regular trash pick-up each week. No Service Dog/Emotional Support Animal waste may be disposed of in toilets.
8. Service Dog/Emotional Support Animal caregivers are responsible for any damage caused by their Service Dog/Emotional Support Animal. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the Service Dog/Emotional Support Animal owner.
9. No Service Dog/Emotional Support Animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Marble Cliff Loud Dog Ordinance No. 90.07: No owner, keeper, or harborer of a dog shall permit or allow such dog to annoy or disturb one or more of the inhabitants of two or more separate residences of this municipality by the frequent or habitual howling, yelping, barking, or making of any other unreasonably loud and disturbing noises of such character, intensity, and duration as to disturb the peace, quiet and good order of the municipality. Any person who shall allow any animal habitually to remain, be lodged or fed within any dwelling, building, yard or enclosure owned or occupied by such person shall be considered as keeping or harboring such animal.
 - b. Service Dog/Emotional Support Animal whose unruly behavior causes personal injury or property damage.
 - c. Service Dog/Emotional Support Animal in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a Service Dog/Emotional Support Animal carrier.
 - d. Service Dog/Emotional Support Animal who relieves itself on the grounds, walls or floors of common areas.

- e. Service Dog/Emotional Support Animal who exhibits aggressive or other dangerous or potentially dangerous behavior.
 - f. Service Dog/Emotional Support Animal who is conspicuously unclean or parasite infested.
10. Residents are responsible for the Service Dog/Emotional Support Animal of guests who visit their unit; such Service Dog/Emotional Support Animal is subject to the same restrictions as resident Service Dog/Emotional Support Animal.
11. Service Dog/Emotional Support Animal owner shall indemnify The French Quarter, Inc. and hold it harmless against loss or liability of any kind arising from their Service Dog/Emotional Support Animal.
12. Enforcement
- a. The board of trustees also has the authority to assess and collect fines for violations of the rules pertaining to Service Dog/Emotional Support Animal and to assess and collect amounts necessary to repair or replace damaged areas or objects.

The undersigned agrees to the foregoing rules and shall indemnify The French Quarter, Inc. and hold it harmless against loss or liability of any kind arising from their Service Dog/Emotional Support Animal.

Date: _____

Signature _____

Print Name: _____