

DECLARATION AND BYLAWS
OF CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE OHIO REVISED CODE
FOR
SANDALWOOD STORAGE CONDOMINIUMS

CERTIFICATE OF AUDITOR

This will acknowledge receipt of a copy of the Declaration, Drawings and Bylaws of the above-named condominium.

Auditor: _____

This Instrument Prepared By:
John P. Wilkerson, Jr., Attorney at Law
366 East Broad Street
Columbus, Ohio 43215

Sandalwood Storage Condominiums

DECLARATION SUBMITTING PROPERTY
TO THE PROVISIONS OF CHAPTER 5311
OF THE OHIO REVISED CODE FOR
SANDALWOOD STORAGE CONDOMINIUMS

THIS DECLARATION OF CONDOMINIUM is made this ___ day of January, 2007 by DOUGLAS E. MILL, TRUSTEE OF THE DOUGLAS E. MILL TRUST ("Declarant"), with an address of 88 West Church Street, Newark, Ohio 43055.

RECITALS

Declarant is the owner in fee simple of certain real property (the "Land") upon which is constructed buildings (the "Buildings") and desires to declare the Land and Buildings and other improvements located thereon or to be constructed thereon as a condominium, and, by filing this Declaration, to establish a plan for individual ownership of the Land and such improvements in accordance with the Ohio Condominium Law (Chapter 5311 Ohio Revised Code).

DEFINITIONS

The terms used in this Declaration, except as the context otherwise requires, shall have the following meaning:

1. "Additional Property" means the land, and improvements thereon, or additional improvements, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium. The Additional Property is depicted on Exhibit E attached hereto.

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Sandalwood Storage Condominium Unit Owners' Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling non-profit corporation act).

3. "Association" means the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

4. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.

5. "Building(s)" means the buildings described in this Declaration and shown on the Drawings, or any subsequent buildings constructed and made a part of the Condominium.

6. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of chapter 1702. A true copy of the Bylaws is attached hereto as Exhibit B and made a part hereof.

7. "Common Elements(s)" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "Common Elements and facilities" of the Condominium under the Condominium Act.

8. "Condominium" means the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

9. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

10. "Condominium instruments" means this Declaration, the Bylaws, and Drawings, and as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

11. "Condominium organizational documents" means the Articles, the Bylaws, and this Declaration.

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

13. "Declarant" means whoever is designated in the recitals of the Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

14. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

15. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

16. "Eligible mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

17. "Limited Common Elements(s)" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use

of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "Limited Common Elements and facilities" of the Condominium under the Condominium Act.

18. "Occupant" means a person law-fully storing property in a Unit, regardless of whether or not that person is a Unit owner.

19. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. "Trustee" and "Trustees" means that person or persons serving, at the time pertinent, as a trustee or trustees of the Association, and means that same person or those persons serving in the capacity of a Unit owner of the board of managers of the Association, as defined in the Condominium Act.

21. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in the Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

22. "Unit owner" and "Unit owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "Unit Owner" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

DECLARATION

The Declarant hereby submits the Land, together with the Buildings and all other improvements thereon, and all rights and easements appurtenant thereto to the provisions of Chapter 5311 of the Ohio Revised Code and to this Declaration, and does hereby make and establish the following plan for condominium ownership of such condominium property. (All Exhibits attached to this Declaration are fully incorporated by reference unless the context indicates otherwise}.

Section 1. The Condominium Property.

The "Condominium Property" includes the land described herein, including all easements, rights and appurtenances belonging thereto, together with the Buildings, improvements and structures, delineated in Sections 1 through 4. Such land is described as follows: Situated in the State of Ohio, County of Licking, and City of Newark, more particularly described in the attached Exhibit B.

Declarant claims title through an instrument of record as Instrument 20061250002373, Recorder's office, Licking County, Ohio.

The name by which the Condominium Property will be known is SANDALWOOD STORAGE CONDOMINIUMS (the "CONDOMINIUM").

The purposes of this Declaration are to (1) provide separate individual parcels of real estate (hereinafter referred to as "Unit") to which fee simple title, together with an undivided interest in the Common Elements, may be conveyed for commercial or personal storage use; (2) to establish a Unit owner's Association to administer the provisions of this Declaration; (3) to provide a common plan for the use and enjoyment of the Condominium Property by the Unit owners and Occupants; and (4) to provide a method to enforce the covenants, easements, and restrictions set forth herein.

Section 2. Description of Buildings.

A general description of the Buildings including the principal materials of which they are constructed, the number of stories and units therein is as follows:

The first phase of the condominium consists of two (2) commercial buildings designated as Building One and Building Four on the Drawings. Building One consists of fourteen (14) Units containing an aggregate of 6,480 square feet in area. Building One consists of eight (8) Units each with 360 square feet in area and six (6) Units each with 600 square feet in area. Building Four consists of two (2) Units containing an aggregate of 1,200 square feet in area. Each Unit in Building Four consists of 600 square feet in area. Each Building is constructed of wood frame, concrete floor, metal siding, shingle roof, and other common construction materials. Each Building is a single story structure. The Units are each provided with electricity.

This is an expandable condominium and the Declarant reserves the right to construct additional Buildings on the Land dedicated by this Declaration. At the option of the Declarant, there may be added up to an additional 15 units in two (2) additional Buildings. Building Two will contain four (4) Units which will contain an aggregate of 2,520 square feet in area. Each Unit in Building Two will contain 630 square feet in area. Building Three shall contain eleven (11) Units which will contain an aggregate of 5,820 square feet in area. Building Three will consist of five (5) Units each with 700 square feet in area, two (2) Units each with 560 square feet in area, two (2) Units each with 360 square feet in area, and two (2) Units each with 240 square feet of area. The materials used and the design of the structures shall be at the option of the Declarant, but the Buildings shall be compatible in design and of like quality to Building One and Building Four. The maximum amount of square footage to be added is limited by existing zoning and building standards.

Section 3. Unit Designation. Descriptions and Boundaries.

There are sixteen (16) Units located in the first phase of the Condominium. The graphical designation of each Unit, its location, and approximate area is detailed in the Drawings contained in Exhibits C and D. The immediate Common Elements, if any, appurtenant to the Unit are set forth in the drawings filed herewith.

The table marked Exhibit C, and made a part hereof, indicates Unit numbers, the percentage of interest in the Common Elements, and the approximate square footage area of space. Each Unit includes, generally, everything bounded by the interior surfaces of its

perimeter walls, floors, and ceilings. Each Unit also includes all electric and associated fixtures, wires, or conduits which serve only the Unit.

But excepting therefrom all of the following items located within the bounds of the Unit as described above:

- (i) All parts of the interior walls which support the Building and which might later be used to support another Unit; and
- (ii) All electric or associated fixtures, wires, and conduits which serve any other Unit.

Section 4. Description of Common Elements.

The Common Elements of the Condominium Property, undivided interests in which are owned by the Unit owners in such percentages as are expressed in the Table (Exhibit C), consist of the land, supporting walls, fixtures and other parts of the structure which are within the boundaries of the Units but which are necessary for the existence, support, maintenance, safety, or comfort of any other part of the Condominium Property, and all parts of the Condominium Property situated outside the boundaries of the Units. The Drawings show the Limited Common Elements for each Unit, if any. Each Unit owner shall be responsible for maintaining his/her respective portion of the Limited Common Elements.

Section 5. Use of Condominium Property.

A. Limitation on Purpose. Each Unit shall be used as a commercial or personal storage facility, and for no other purpose. Common Elements may be used by each Unit owner in accordance with the purposes for which they are intended and reasonably suited; no Unit owner may hinder or encroach upon the lawful rights of the other Unit owners to such Common Elements.

B. Obstruction of Common Elements. There may be no obstruction of the Common Elements nor may anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided.

C. Maintain Unit. Each Unit owner is obligated to maintain his own Unit and keep such in good order and repair, free and clear of rubbish, debris, and other unsightly materials.

D. Increase in Insurance. Nothing may be done or kept in any Unit or the Common Elements which will increase the rate of insurance of the Buildings, or the contents thereof, beyond the rates applicable for commercial and/or personal storage Units without prior written consent of the Board. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings or the contents thereof, or which will be in violation of any law.

E. Offensive Activities. No noxious or offensive activities may be carried on in any Unit or in the Common Elements nor may anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit owners or occupants.

F. Displays. Nothing shall be caused or permitted to be hung or displayed on the outside walls of a Building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door visible to the exterior, unless authorized by the Board.

G. Residential Use. No Unit or any part thereof may be used for residential purposes. "Residential purposes" shall be defined as any use unique to residential properties like sleeping, cooking and bathing. No person shall live in a Unit.

H. Structures. No structure of a temporary nature or other outbuilding may be placed on the Condominium Property.

I. Additions. No exterior additions or alterations to the Buildings nor changes to the color of the exterior portions of improvements, nor changes in hedges, trees, or landscaping may be erected, made or maintained.

J. Vehicles in Common Elements. No boats, trailers, trucks or other vehicles except operative personal automobiles and delivery trucks in the course of taking property to or from storage or temporarily servicing the Condominium Property are permitted to park on any portion of the Common Elements. Operative personal automobiles shall include small vans and pick-up trucks and similar vehicles not exceeding three-quarters ton capacity if such are not usually used in the furtherance of any commercial activity. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, or parts thereof; and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

K. Signs. No signs of any kind shall be displayed to the public view on the Condominium Property except (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the exterior side of the door of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; (c) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its initial sale and rental of Units; and (d) such other commercial signage as approved by Declarant or the Board.

L. Replacement Buildings. Any Building erected to replace an existing Building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the Building replaced.

M. Animals. No animals, livestock or poultry of any kind, shall be maintained, harbored, raised, bred or kept in any Unit or on the Common Elements.

N. Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would unreasonably discriminate against any Unit owner in favor of another. In addition, notwithstanding any provision hereof; or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

O. Modification of Rules. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interest of the Unit owners, as a whole, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

Section 6. Unit owners' Association.

Declarant has or will cause to be formed, for the purpose of administering the Condominium Property, a Unit owners' Association called "Sandalwood Storage Condominium Unit Owners' Association", which consists of an organization of all of the Unit owners of Units in the Condominium Property. Each Unit owner, upon acquisition of title to a Unit, automatically becomes a Unit owner of the Association; such Unit ownership terminates upon the sale or other disposition of the ownership of the Unit, at which time the new owner of such Unit automatically becomes a Unit owner of the Association.

One vote may be cast with respect to each Unit on each matter properly submitted to the Unit owners for vote, except that Declarant hereby retains the right to appoint the Unit owners of the Board as provided in Section 9. All quorums and percentages of votes required by an Association meeting shall be based upon the percentage of interest in the Common Elements. Declarant shall be deemed to own the percentage interest of all Units that may be added to the Condominium until such Units are actually added. A true copy of the Bylaws of the Association is attached hereto as Exhibit A.

The Board shall have all authority to manage, maintain, repair, replace, alter, and improve the Common Elements, and to assess and collect funds for the payment thereof,

and to do all things and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not otherwise specifically reserved to Unit owners.

Section 7. Service of Process.

The name of the person to receive service of process for the Association is Douglas E. Mill whose address is 88 West Church Street, Newark, Ohio 43055.

Section 8. Enjoyment of Common Elements.

A. Unit Owner Easement. Every Unit owner has a right and easement of enjoyment and ingress and egress to the Common Elements and such easement is appurtenant to and passes with the title to every Unit, subject to any rules and regulations promulgated by the Board with respect to the use of the Common Elements.

B. Association Easement. There is hereby granted a blanket easement to the Board, the Association (or its officers, agents and employees), and to any appropriate political subdivision (or its lawful agents), to enter upon the Condominium Property, or any part thereof (including Units), for the purpose of maintaining the safety, health and welfare of all persons using the same and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subsection shall be exercised only during reasonable hours with the prior consent of the Unit owner affected by the exercise of such easement.

Section 9. Control Over Association by Declarant.

Except as otherwise provided in this subsection, Declarant or persons designated by Declarant, is/are authorized to (1) appoint and remove all Unit owners of the Board and the officers of the Association and (2) exercise the powers and responsibilities otherwise assigned by law or by this Declaration to the Association, the Board, or the officers of the Association, after the establishment of the Association and until the earlier to occur of the following events: (a) five years after the establishment of the Association, or (b) thirty days after the sale and conveyance of Condominium ownership interests to which appertain seventy-five percent of the undivided interests in the Common Elements to purchasers in good faith for value. Notwithstanding the aforementioned provisions dealing with control by Declarant (a) not later than the time that condominium ownership interests to which twenty-five percent of the undivided interests in the Common Elements appertain have been sold and conveyed by Declarant, the Association shall meet and the Unit owners, other than the Declarant shall elect not less than twenty-five percent of the Unit owners of the Board; and (b) not later than the time that condominium ownership interests to which fifty percent of the undivided interest in the Common Elements appertains have been sold and conveyed, such Unit owners shall elect not less than thirty-three and one-third percent of the Unit owners of the Board.

Except in its capacity as a Unit owner of unsold Units, Declarant will not retain a property interest in any of the Common Elements after control of the Condominium development is assumed by the Association. However, after transfer of control of the Association by Declarant and while Declarant holds any Units for sale, neither of the following actions (in addition to other limitations provided by Ohio Law) may be taken without approval in writing by the Declarant: (a) assessment of Declarant as a Unit owner for capital improvements; or (b) any action by the Association that would be detrimental to the sale of Units by Declarant.

Section 10. Maintenance and Repair.

A. Association Repair and Replacement. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, and the structural portions and exterior portions of all Buildings and improvements which are a part of the Common Elements, and that do not constitute part of a Unit. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common Elements. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

B. Unit Owner Repair and Replacement. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner. Without limiting the generality of the forgoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all doors, including the frames and jambs, and the hardware therefor. In the event a Unit owner shall fail to make a repair or perform maintenance required of the Unit owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit owner or Occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

Section 11. Damage; Restoration; Rehabilitation and Renewal; Termination.

A. In the event of substantial damage to or destruction of all Units in a commercial and/or personal storage Building, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

In the taking of any Unit through condemnation, the proceeds shall be distributed to the owner of the Unit or Units taken.

B. The Association may, with the consent of the Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of Eligible mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction of all Units, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold upon partition. In the event of such an election not to repair or restore substantial damage or destruction, or reconstruct such Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon petition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the owners of the Units, and the Eligible mortgagees, (as their interest may appear), in the proportions of their undivided interest in the Common Elements. The destruction of fewer than all Units shall be repaired or such Units replaced through the proceeds of insurance.

C. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of Eligible mortgagees hereinafter provided, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

Section 12. Expansions.

A. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

B. Limitations on Option. Declarant has no limitation on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

C. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit owners other than it, may extend its option to expand the Condominium Property for an additional seven years, if it exercises its right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

D. Legal Description. There is no additional land that, through exercise of Declarant's option, may be added to the Condominium Property, but there are additional Buildings and Units that may be placed upon the original land dedicated as part of this Condominium. The Buildings and Units to be constructed thereon and added thereto, is referred to herein as "the Additional Property".

E. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in the Article and provided, further, that all improvements in the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

F. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

G. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

H. Maximum Number of Units. The estimated maximum total number of Units that may be added is fifteen (15) Units created as the Additional Property and added to the Condominium Property. However, the foregoing sentence shall neither limit nor restrict nor be so construed as to limit or restrict the number of Units or other improvements that may be constructed and shall not obligate Declarant to construct the maximum number of Units. The total square footage of Units to be added shall not be restricted other than as required by law.

I. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to the same use as the original Units.

J. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of

Units in a Building, variances in setbacks or locations of structures in relation to other improvements, or minor changes in design or finish detail.

K. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality of those improvements then on the Condominium Property.

L. Types of Units. Units that are constructed on all or any portion of the Additional Property and added to the Condominium Property shall be of the same type as the types of Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same type, notwithstanding changes in interior layout, or minor changes in design or finish detail, or in size. It is currently contemplated that there shall be constructed five (5) Units at 700 square feet each, four (4) Units at 630 square feet each, two (2) Units at 560 square feet each, two (2) Units at 360 square feet each, and two (2) Units at 240 square feet each.

M. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type and size as those areas now so designated as such in the Condominium Property. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the Buildings and other improvements on each portion, and other factors presently undetermined.

N. Recreation Facilities. No recreational facilities are contemplated.

O. Supplementary Drawings. Attached hereto and marked "Exhibit D" is a plot plan showing the location and dimensions of Phase I of the Condominium Property and the Additional Property. Attached hereto and marked "Exhibit E" are drawings showing the required details for Units that may be added. Declarant does not consider any other drawings or plans presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

P. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of

an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Q. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the appropriate county recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(i) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a one-year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in the Additional Property, but for no longer than two years from the time of closing of the first sale of a Unit, in the Additional Property to a bona fide purchaser, to maintain and utilize one or more of those Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs,

(ii) the owner or owners of a Unit or Units in the Additional Property shall thereupon become Unit owners of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Unit owners, including, without limiting the generality of the foregoing, one vote for each Unit owned by the owner or owners;

(iii) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated among all Units, including the newly added Units, on the basis of the proportionate square footage of each Unit compared to the total square footage of all existing Units combined. Notwithstanding the foregoing, further minor adjustments will be made, as necessary, so that the undivided interests of all Units

equal precisely one hundred percent, rounded to thousandths of a percent, in Declarant's sole discretion; and

(iv) in all other respects, all of the provisions of the Declaration shall include and apply to such Additional Property, and to the Unit owners, Eligible mortgagees, and Occupants thereof, with equal meaning and of like force and effect.

Notwithstanding the foregoing, for administrative convenience, assessments with respect to Units added to the Condominium shall not commence until the calendar month next following the calendar month in which the amendment adding those Units is recorded with the appropriate County Recorder.

Section 13. Severability.

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 14. Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of the failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 15. Amendment of Declaration and Bylaws.

A. Amendment by Declarant. Until such time as Declarant sells the first Unit and Condominium ownership interest in the Condominium, this Declaration can be and may be amended by Declarant.

B. Adoption by Affirmative vote. Subject to the provisions of the previous subsection of this Section 15 and as otherwise provided in Chapter 5311.04 and 5311.051 of the Ohio Revised Code, an amendment to this Declaration shall be adopted by the affirmative vote of the Unit owners exercising not less than seventy-five percent of the voting power of all Unit owners.

C. Incorporation of By-Laws. The amendment requirements of the By-Laws attached hereto as Exhibit A are incorporated herein by this reference.

Section 16. General Provision.

A. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the Land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the

Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

B. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

C. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

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

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this ___ day of January, 2007.

Douglas E. Mill, Trustee of the Douglas
E. Mill Trust

Sandalwood Storage Condos

STATE OF OHIO,
COUNTY OF LICKING, SS:

The foregoing instrument was executed and acknowledged before me this ___ of January, 2007, by Douglas E. Mill, Trustee of the Douglas E. Mill Trust, under penalty of violating § 2921.13 of the Revised Code.

Notary Public

Sandalwood Storage Condominiums

EXHIBIT A
BYLAWS OF
SANDALWOOD STORAGE CONDOMINIUMS
UNIT OWNERS' ASSOCIATION

These Bylaws are intended to provide for the government of SANDALWOOD STORAGE CONDOMINIUMS UNIT OWNERS' ASSOCIATION, a unit owners' association, which Association shall administer the Condominium Property submitted to the provisions of Chapter 5311 by the Declaration to which these Bylaws are attached. All Occupants, Unit owners, their tenants, guests, invitees, or any persons lawfully in possession and control of any part of the Condominium Property or using the facilities of the Condominium Property in any manner shall be subject to, and comply with, the covenants, conditions or restrictions contained in the Declaration, these Bylaws, and any administrative rules adopted by the Association or the Board. The acquisition, purchase or rental of any Unit located with the Condominium Property described in the Declaration or the act of occupancy of any Unit shall constitute acceptance and ratification of the Declaration and these Bylaws.

ARTICLE I

DEFINITIONS

Unless the context clearly indicates otherwise or so requires, all other terms used in the Declaration and the Bylaws shall be assumed to have the meaning attributable to said terms by the Declaration or, if not so defined herein, then the terms shall have the meaning attributable to them by the provisions of Chapter 5311.

ARTICLE II

THE ASSOCIATION

Section 1. Name, Address and Nature of Association.

The Association is called SANDWOOD STORAGE CONDOMINIUMS UNIT OWNERS' ASSOCIATION. The principal office of the Association is currently 88 West Church Street, Newark, Ohio 43055.

Section 2. Identity of Property.

The property to which these Bylaws apply is described in the Declaration as the Condominium Property. The Condominium is being developed in phases and the Declaration being filed is for Units 1 through 14 inclusive, 30 and 31 of the Condominium.

Section 3. Members, Meetings and Voting.

(a) Membership and Voting. Membership in the Association and voting rights therein are as stated in Section 6, Declaration.

(b) Regular Meetings. Regular meetings of the members shall be held annually, on such date within the first three calendar months of each year as the Board of Trustees selects, from time to time, on no less than ten days advance written notice to each member, delivered to the member at the last address known to the Board of Trustees and its Secretary.

(c) Special Meetings. Special meetings of the members may be held when called by the Board of Trustees, on no less than thirty days advance written notice to each member, delivered to the member at the last address known to the Board of Trustees and its Secretary.

(d) Voting Requirements. Unless otherwise provided herein, in the Declaration or by Ohio law, the vote of a majority of the number of votes represented and entitled to vote at such meeting shall decide any question brought before such meeting.

ARTICLE III

BOARD OF TRUSTEES

Section 1. Appointment by Declarant, Number and Qualification.

The affairs of the Association and the Condominium shall be governed by the Board. During such period as Declarant retains the right to appoint the members of the Board, the Board shall consist of not less than two nor more than five persons designated by Declarant, none of whom need be Unit owners, Occupants, or officers of the Condominium. The members of the Board appointed by Declarant shall hold office for the same term as other Board members, but may be removed at Declarant's pleasure and without cause on three days written notice by Declarant to the Association. Declarant has the right to appoint replacements for any member elected or appointed by it, who shall have resigned or been removed, without the concurrence by the Board or the requirements of any Board or Association meeting.

After the period during which Declarant retains the right to designate Board members, the Board shall be composed of three persons, all of whom shall be Unit owners at the time of election and shall be elected by the Unit owners. Any officer of a corporate Unit owner, any partner of a partnership, or any member of a limited liability company owning a Unit, shall be eligible to serve on the Board. The terms of not less than one-third of the members of the Board shall expire annually.

Section 2. Powers and Duties.

Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board.

Section 3. Initial Board.

Declarant shall appoint the initial Board as provided in Section 1 of this Article.

Section 4. Election of Board; Vacancies.

The Board shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates are eligible for election as Board members. The candidates polling the highest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies on the Board, the remaining Board members shall select a replacement who shall serve until the next meeting, provided that a vacancy in the position filled by appointment of Declarant shall be filled by a subsequent designation by Declarant as provided in Section 1 of Article III.

Section 5. Term of Office; Resignation.

Each Board member shall hold office until the expiration of his term and until his successor is elected, or until his earlier resignation, removal from office, death or incapacity. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such later time as the Board member may specify. Members of the Board shall serve without compensation.

Section 6. Organizational Meeting.

The first meeting of the newly elected Board members shall be held within one week of election at such place as shall be fixed by the Board at the meeting at which such

members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, providing a majority of all the Board members are present.

Section 7. Regular Meeting.

Regular meetings of the Board may be held at such time and places as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Board member personally, by mail, addressed to his residence, or by telephone, at least ten days prior to the day for such meeting.

Section 8. Special Meetings.

Special meetings of the Board may be held at any time upon call by the President, Secretary or a majority of the Board members. Written notice of the time, place and purpose of each such meeting shall be given to each Board member either personally, by mail, fax or email at least two days before the meeting; provided, however, that attendance of any Board member at any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of such meeting. Notice may be waived in writing either before or after the holding of such meeting by any Board member, which writing shall be filed with or entered upon the records of the meeting.

Section 9. Quorum; Adjournment.

At all meetings of the Board, a majority of the whole authorized number of Board members constitutes a quorum for the transaction of business, and the vote of a majority of the members of the Board present and voting at a meeting at which a quorum is present

constitutes a valid act of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

Section 10. Action by Unanimous Consent.

If all the Board members consent in a writing, duly filed with the Secretary, to any action to be taken by the Board, which may be authorized or taken at a meeting, such action shall be as valid as though it had been authorized at a meeting of the Board.

Section 11. Removal of Board Member.

Except during the period in which Declarant retains the right to appoint the members of the Board, at a regular or special meeting of members of the Association duly called, any one or more of the Board may be removed with or without cause by the vote of members entitled to exercise at least 75% of the voting power of the Association, present at the meeting, and a successor successors to such Board member or members so removed shall then be elected by the Board to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers.

The Board shall elect annually at the organization meeting of each new Board, a President, Treasurer and Secretary. No person may be the President or Secretary who is not also a member of the Board.

Section 2. Term of Office; Vacancies.

The officers of the Association shall hold office at the pleasure of the Board and until their successors are elected, except in the case of resignation, removal or death.

Section 3. Compensation.

No person shall receive any compensation for acting as an officer of the Association, but may receive compensation for services rendered to or for the Association in any other capacity. All officers shall be reimbursed for authorized out-of-pocket expenditures which shall be paid as a Common Expense.

Section 4. Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds leases, checks and other instruments of the Condominium shall be executed by any two officers of the condominium or by such other person or persons as may be designated by the Board.

ARTICLE V

PAYMENTS OF COMMON EXPENSES AND
OTHER EXPENSES BY UNIT OWNERS

Section 1. Common Charges.

(a) Each Unit owner shall pay to the Board a monthly sum (here and elsewhere sometimes referred to as "Common Charges") equal to one-twelfth of the Unit owner's proportionate share of the sum required or established by the Board to meet the annual Common Expenses and, if imposed by the Board, to establish the operating and/or capital improvement or replacement reserves. A Unit owner's proportionate share shall be based upon the square footage of the Unit divided by the total square footage of all Units then comprising the Condominium. It is initially anticipated that the items identified on Schedule 1 will be included in the Common Expenses.

(b) The Board shall determine the amount of the Common Charges annually, but may do so at more frequent intervals should circumstances so require.

(c) The Board shall make reasonable efforts to estimate and establish the amount of the Common Charges payable by each Unit owner for each assessment period and shall at that time prepare a list of the Unit owners and Common Charges applicable to the Units which shall be kept in the office of the Board and shall be open to inspection by any Unit owner upon reasonable notice to the Board. Written notice of the Common Charges shall be sent to each Unit owner with the annual budget. The omission of the Board before the expiration of any assessment period to establish Common Charges for the next assessment period shall not be deemed a waiver or modification of the provisions of this Section or a release of any Unit owner from the obligation to pay the Common Charges or any installment thereof for that or any subsequent assessment period. The Common Charges fixed for the preceding period shall continue in full force and effect until the new Common Charges are established. No Unit owner may gain exemption from liability for the Common Charges or any Special Assessments by a waiver of the use or enjoyment of any of the Common Elements or by abandonment of any Unit.

Section 2. Special Assessments.

In addition to the Common Charges authorized above, the Board may levy in any year a Special Assessment or Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, unexpected repair or replacement of any capital improvement located on or in the Condominium Property, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board may consider necessary or appropriate.

Section 3. Additional Assessments.

In the event that the Board decides that additional monies (referred to as the "Additional Assessments") are required in addition to Common Charges and/or Special Assessments levied in any one year, the Board shall give the Unit owners at least 30-days written notice of the total monies required, allocating said amounts among the Unit owners, together with the time for payment of said proportionate amounts which may be at one time or in installments as the Board decides. Provided, however, that if Unit owners representing 50% of the votes of the Association object in writing to the Additional Assessments within 15 days after mailing of such notice, the Board shall call a special meeting of the Unit owners for the purpose of obtaining approval of the Additional Assessments, at which meeting the Additional Assessments of the Board to be approved must receive a vote of 75% of the number of votes represented and entitled to vote at such meeting.

Section 4. Reserve for Replacements.

The Board may establish and maintain a reserve fund for the repair, restoration or replacement of capital improvements by the allocation and payment monthly to such reserve fund of any portion of the Common Charges or Special Assessments designated from time to time by the Board. Such reserve funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may in the discretion of the Board be invested in obligations of or obligations fully guaranteed as to principal by the United States of America. The reserve for replacements may be expended only for the purpose of affecting the repair, restoration, replacement or improvement of the Common Elements together with fixtures or equipment associated therewith or for contingencies of a non-recurring nature. The amounts allocated

to the replacement reserve may be reduced or eliminated by appropriate resolutions of the Board upon the accumulation in such replacement reserve of a sum equal to 20% of the full replacement value of the Common Elements as such full replacement value is annually determined by the Board for casualty insurance purposes. The proportionate interest of any Unit owner in any replacement reserve shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

Section 5. Common Expenses Payable by the Declarant.

Six months after the date the first Unit is sold, but not sooner, Declarant will assume the rights and obligations of a Unit owner in capacity as owner of Condominium ownership interests not yet sold, including, without limitation, the obligation to pay Common Expenses attaching to such interests. Prior to such time, monthly assessment for Common Expenses shall not accrue, but Declarant shall pay all costs which, but for this provision, would have been the responsibility of the Association. On such date, the initial assessment as calculated below, if not sooner paid, shall be due and payable.

Section 6. Insurance.

The Board of Trustees shall obtain for the benefit of all Unit owners and Eligible mortgagees, as their respective interests appear, insurance from an insurance carrier with a general policyholder rating not less than "Good" as determined from the latest edition of Best's Key Rating Guide, for all Buildings in the Condominium against loss or damage by fire and other insurable hazards, including vandalism, in the amount of 100% of the replacement costs of the Buildings as determined annually by the Engineering Department of the insurance carrier. The Board shall also obtain a broad-form, public-liability policy

covering all Common Elements and all damages or injury caused by the negligence of the Association or any of its agents in such amounts as the Board deems proper. If the Board fails to purchase and pay for such insurance, any Eligible Mortgagee may advance the premium therefore and any such advances shall be due and immediately payable as a Common Expense. All insurance proceeds becoming payable shall be paid to the Board of Trustees in trust for the benefit of all Unit owners and Eligible mortgagees as their interests appear to be expended for repair and restoration as provided for in Ohio Revised Code Section 5311.14.

The cost of all insurance shall be a Common Expense.

Section 7. Common Expense Benefiting less than all Units.

Any Common Expenses benefiting less than all of the Units or caused by the conduct of all those entitled to occupy the same or by their licensees or invitees shall be specially assessed against the Unit or Units involved in accordance with such reasonable provisions as may be made by the Board for such cases.

Section 8. Books and Records of Association.

The Board shall keep correct and complete books and records of account and the same shall be open for inspection by any Unit owner or any representative of any Unit owner. All books and records of the Association shall be audited at least once a year by an independent auditor if requested by a majority of the Unit owners.

Section 9. Application of Payments. Payments made by a Unit owner for Common Expenses shall be applied:

- (i) first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8%

per annum or at such other rate as the Board may from time to time have otherwise determined;

(ii) second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

(iii) third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the Association in connection with the delinquency;

(iv) fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

Section 10. Certificate of Lien. Assessments for Common Expenses, Special Assessments and Additional Assessments, together with interest, fees and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an installment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, with interest, fees and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of the assessment with interest, fees and costs, and shall be signed by the president or other chief officer of the Association.

Section 11. Expiration of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the

State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

Section 12. Action to Discharge Lien. Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

Section 13. Personal Obligation of Owners. Each such assessment together with interest, fees and costs, shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, fees and costs shall not be the personal obligation of that Unit owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, fees and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

Section 14. Legal Actions. In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the Unit owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the Unit owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rental. Rental

collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

Section 15. No Waiver. No Unit owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

Section 16. Subordination of the Lien to Eligible Mortgagees. The lien for delinquent assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any Eligible mortgagee lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party, provided that in each such event, the party taking title by foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to foreclosure sale.

Section 17. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on

a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VI

MISCELLANEOUS

Section 1. Construction of Provisions.

The provisions of these Bylaws shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of a condominium community.

Section 2. Amendments to Bylaws.

These Bylaws shall be amended upon the filing of record of an amendment to the Declaration. After Declarant sells the first Condominium ownership interest in the Condominium, these Bylaws can and may be amended by the affirmative vote of the Unit owners (including Declarant as to unsold Units (to the extent permitted by Ohio law) exercising not less than 75% of the voting power of all Unit owners.

January ____, 2007.

I certify that the foregoing is a true copy of the Bylaws of SANDALWOOD STORAGE CONDOMINIUMS UNIT OWNERS' ASSOCIATION.

Douglas E. Mill, Trustee of the Douglas
E. Mill Trust

SCHEDULE 1

SERVICES INCLUDED IN COMMON CHARGES

1. Lawn maintenance.
2. Snow removal from paved areas.
3. Insurance, more fully described in Declaration.
4. Repair and maintenance of Common Elements.
5. Utility service for Common Elements.

Sandalwood Storage Condos

EXHIBIT B

LEGAL DESCRIPTION

Situated in the State of Ohio, County of Licking , City of Newark and bounded and described as follows:

Being Lot Numbered 12647 in THORNWOOD OFFICE PARK, according to the recorded plat thereof as shown in Plat Book 16, page 317 of the Licking County Plat Records.

Sandalwood Storage Condominiums

EXHIBIT C

PHASE I UNIT INFORMATION

| <u>Unit Designation</u> | <u>Unit Location</u> | <u>Undivided Interest</u> |
|-------------------------|----------------------|---------------------------|
| 1 | Building 1 | 7.81 |
| 2 | Building 1 | 7.81 |
| 3 | Building 1 | 7.81 |
| 4 | Building 1 | 7.81 |
| 5 | Building 1 | 7.81 |
| 6 | Building 1 | 7.81 |
| 7 | Building 1 | 4.69 |
| 8 | Building 1 | 4.69 |
| 9 | Building 1 | 4.69 |
| 10 | Building 1 | 4.69 |
| 11 | Building 1 | 4.69 |
| 12 | Building 1 | 4.69 |
| 13 | Building 1 | 4.69 |
| 14 | Building 1 | 4.69 |
| 30 | Building 4 | 7.81 |
| 31 | Building 4 | 7.81 |
| | Total | 100% |

Sandalwood Storage Condos

EXHIBIT D

DRAWING DEPICTING PHASE I

Sandalwood Storage Condos

EXHIBIT E

DRAWING DEPICTING ADDITIONAL PROPERTY

Sandalwood Storage Condos