

EXHIBIT C

BYLAWS OF THE OVERLOOK AT EDEN PARK CONDOMINIUM ASSOCIATION

**ARTICLE I.
NAME AND LOCATION**

The name of the corporation is The Overlook at Eden Park Condominium Association, (the "Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' Association for the The Overlook at Eden Park Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation, (the "Articles"), a copy of which is attached hereto, and the place of meeting of Unit Owners (members) and of the Directors of the Association shall be at such place in Hamilton County, Ohio as the Board of Directors, (the "Board"), may from time to time designate.

**ARTICLE II.
DEFINITIONS, PURPOSES AND ASSENT**

Section 1. Definitions. All of the terms used in these Bylaws shall have the same meanings as set forth in the Declaration of Condominium Ownership of The Overlook at Eden Park Condominium as amended from time to time ("the Declaration"), and recorded with the Recorder of Hamilton County, Ohio, unless the defined terms in these Bylaws or the context clearly indicate otherwise.

Section 2. Purposes. The specific purposes for which the Association is formed are (i) to provide for the operation, administration, use and maintenance of the Condominium Units and the Common Elements within that certain tract of real property situate in Hamilton County, Ohio, as more fully described in Exhibit A of the Declaration; (ii) to preserve, protect and enhance the values and amenities of such property; and (iii) to promote the health, safety and welfare of the Owners and users of the Condominium.

Section 3. Assent. All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of the Condominium in any manner are subject to the Condominium Documents, including these Bylaws and any rules adopted by the Board of Directors. The acquisition or rental of any of the Condominium Units in the Project or the occupancy of any of the Condominium Units will constitute ratification and acceptance of these Bylaws and an agreement to comply with those rules.

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**ARTICLE III.
UNIT OWNERS (MEMBERS)**

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

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board. The purpose of the annual meetings is for the election of the Board and the transaction of such other business as may properly come before the meeting.

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

Section 4. Notice of Meetings. Written notice of the Annual Meeting or a Special Meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Unit Owner entitled to vote, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. A quorum shall exist if the Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, represent not less than twenty-five (25%) percent of the voting power of the Association. If such quorum is not present or represented, Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting until a quorum shall be present or represented. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter.

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

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**ARTICLE IV.
SELECTION OF BOARD OF DIRECTORS**

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles attached hereto, or such other person or persons as may from time to time be substituted by Declarant.

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these By-Laws. Except for those persons elected or appointed by Declarant, Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. Removal of Directors. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Unit Owners holding at least 67% of the voting power of the Unit Members at any regular or special meeting of the Members. A Director whose removal is proposed by the Members will be given notice thereof at least 10 days prior to the date of such meeting and will be given an opportunity to be heard.

Section 4. Vacancies. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chair, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 6. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

**ARTICLE V.
MEETINGS OF DIRECTORS**

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

QUARTERLY

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Directors, after not less than three days notice to each Director.

Section 3. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 4. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 5. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear (in the case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

Section 6. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

**ARTICLE VI.
POWERS AND DUTIES OF BOARD OF DIRECTORS**

Section 1. General. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof.

Section 2. Specific Powers. Without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the condominium property and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the

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Unit Owners Association, the Board of Directors, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;

(e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 8 of Article VII of the Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

(h) Acquire, encumber, and convey or otherwise transfer personal property;

(i) Hold in the name of the Unit Owners Association the real property and personal property acquired pursuant to (g) and (h), above;

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(l) Impose interest and late charges for the late payment of assessments; impose returned check charges; and, pursuant to the procedure described in Section 4 below, impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the Unit Owners Association, and reasonable charges for damage to the Common Elements or other property;

(m) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(n) Subject to applicable laws, adopt and amend rules that regulate the termination of utility or other service to a Unit if the Unit Owner is delinquent in the payment of an assessment that pays, in whole or in part, the cost of that service;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;

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(p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(q) To the extent provided in the Declaration or Bylaws, assign the Unit Owners Association's rights to assessments, or other future income, to a lender as security for a loan to the Unit Owners Association.

(r) Suspend the voting privileges and use of recreational facilities of a Unit Owner who is delinquent in the payment of assessments for more than 30 days;

(s) Purchase insurance and fidelity bonds the Directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(1) Conferred by the Declaration or the Bylaws of the Unit Owners Association or the Board of Directors;

(2) Necessary to incorporate the Unit Owners Association as a not-for-profit corporation;

(3) Permitted to be exercised in Ohio by a not-for-profit corporation;

(4) Necessary and proper for the government and operation of the Unit Owners Association.

Section 3. Duties. It shall be the duty of the Board to:

(a) Enforce the Condominium Organizational Documents;

(b) Maintain the Common Elements;

(c) Comply with the Condominium Act and the Declaration;

(d) Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves must not be less than 10% of the budget for that year unless the reserve requirements is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Unit Owners Association;

(e) Collect assessments for common expenses from Unit Owners.

Section 4. Procedure for Imposing Enforcement Charges. Prior to imposing a charge for damages or an enforcement assessment for a violation of the Declaration, Bylaws, or

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Rules of the Unit Owners Association, the Board of Directors must give the Unit Owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the Unit Owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing as described below;
- (e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

To request a hearing, the Unit Owner must deliver a written notice to the Board of Directors not later than the tenth day after receiving the above notice. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment. If a Unit Owner requests a hearing, at least seven days prior to the hearing the Board of Directors must provide the Unit Owner with a written notice that includes the date, time and location of the hearing. The Board of Directors cannot levy a charge or assessment before holding any hearing requested by a Unit Owner.

The Unit Owners, through the Board of Directors, may allow a reasonable time to cure a violation before imposing a charge or assessment. Within 30 days following a hearing at which the Board of Directors imposes a charge or assessment, the Unit Owners Association must deliver a written notice of the charge or assessment to the Unit Owner. Any written notice required by any of the above provisions must be delivered to the Unit Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

ARTICLE VII OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. The same person may hold more than one office.

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

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

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice

officers

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to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

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

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

(b) **Vice President.** The Vice President shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes and proceedings of the meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses.

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

ARTICLE VIII. COMMITTEES

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

ARTICLE IX. BOOKS AND RECORDS

Section 1. Required Records.

- (a) The Unit Owners Association shall keep all of the following:
- (1) Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses;
 - (2) Records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners;
 - (3) Minutes of the meetings of the Association and the Board of Directors;

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(4) Records of the names and addresses of the Unit Owners and their respective undivided interests in the Common Elements;

(b) Within thirty (30) days after a Unit Owner obtains a condominium ownership interest, the Unit Owner shall provide the following information in writing to the Unit Owners Association through the Board of Directors:

(1) The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit;

(2) The name, business address, and business telephone number of any person who manages the Unit Owner's Unit as an agent of that Unit Owner.

(c) Within thirty (30) days after a change in any information that paragraph (b) of this section requires, a Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information.

Section 2. Right to Review. The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by any person, agency or corporation which has an interest or prospective interest in the Condominium Property. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to parties with a current or prospective interest in the Condominium Property current copies of the Condominium Organizational Documents and the rules and regulations governing operation of the Condominium.

The Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or rules of the Unit Owners Association against Unit Owners;

(e) Information the disclosure of which is prohibited by state or federal law.

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**ARTICLE X.
AUDITS**

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

1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and
2. upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

**ARTICLE XI.
FISCAL YEAR**

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

**ARTICLE XII.
AMENDMENTS**

Any modification or amendment of these By-Laws shall be made only by the consent of Unit Owners exercising not less than 75% of the voting power of Unit Owners and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Hamilton County Recorder.

**ARTICLE XIII.
INDEMNIFICATION**

To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every member of the Board of Directors, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise or employee benefit plan against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification will be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of such actions or omissions in the performance of such person's duties for the Association. The foregoing rights will not be exclusive of other rights to which such member of the Board of Directors or officer or other person may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing

indemnification provisions will be treated and handled by the Association as a Common Expense.


**ARTICLE XIV.
NONPROFIT CORPORATION**

The Association is not organized for profit. No Member of the Association, member of the Board of Directors, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board of Directors. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any Member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (ii) any Member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his duties.

**ARTICLE XV.
CONFLICTS**

These By-Laws are set forth to comply with the requirements of Chapter 5311 of the Ohio Revised Code, and in the case of any conflict between the provisions of such statutes and these By-Laws, the provisions of such statutes shall control. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these by-laws to be duly adopted on or as of May 12th, 2008.



DECLARANT

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DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/07/2008	200809501116	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill, Please do not remit payment.

BECKMAN WEIL SHEPARDSON
 300 PIKE STREET #400
 ATTN JENNIFER ANSTAET
 CINCINATI, OH 45202

STATE OF OHIO
CERTIFICATE
 Ohio Secretary of State, Jennifer Brunner

1771120

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE OVERLOOK AT EDEN PARK CONDOMINIUM ASSOCIATION
 and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200809501116

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United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio
 this 2nd day of April, A.D. 2008.

Ohio Secretary of State



Prescribed by:

Ohio Secretary of State
Central Office (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (extra fee)	
INTERMEDIATE JURISDICTION	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 * Required to additional fee of \$10 *
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)
Filing Fee \$125.00

2008 APR -2 AM 10:09

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Nonprofit (114-ARF) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARF) Profession ORC 1705
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Complete the general information in this section for the box checked above.

FIRST: Name of Corporation The Overlook at Eden Park Condominium Association

SECOND: Location Cincinnati Hamilton
(City) (County)

Effective Date (Optional) _____
(month/year) Date specified can be no more than 90 days prior date of filing. If a date is specified, the date must be a date on or after the date of filing.

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed
See attached Article Third.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(No. of Shares)	(Type)	(Par Value)

(Refer to Instructions if needed)

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Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

See attached Article Fifth.

(Name) _____
 (Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**
 (City) _____ (State) _____ (Zip Code) _____

(Name) _____
 (Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**
 (City) _____ (State) _____ (Zip Code) _____

(Name) _____
 (Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**
 (City) _____ (State) _____ (Zip Code) _____

REQUIRED
 Must be authenticated
 (signed) by an authorized
 representative
 (See Instructions)

Paul Zeitwanger
 Authorized Representative
 Paul Zeitwanger
 (print name)

3/31/08
 Date

 Authorized Representative
 (print name)

 Date

 Authorized Representative
 (print name)

 Date

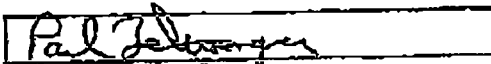
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Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of The Overlook at Eden Park Condominium Association hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Paul Zeltwanger
(Name)
4607 White Blossom Blvd.
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Mason, Ohio 45040
(City) (Zip Code)

Must be authenticated by an authorized representative	 Authorized Representative	<u>3/31/08</u> Date
	[Empty Signature Box] Authorized Representative	[Empty Date Box] Date
	[Empty Signature Box] Authorized Representative	[Empty Date Box] Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Paul Zeltwanger, named herein as the Statutory agent for, The Overlook at Eden Park Condominium Association hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Paul Zeltwanger
(Statutory Agent)

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ADDITIONAL PROVISIONS TO THE
ARTICLES OF INCORPORATION OF

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THE OVERLOOK AT EDEN PARK CONDOMINIUM ASSOCIATION

THIRD: The purposes for which the Corporation is formed are:

To administer the condominium property of The Overlook at Eden Park Condominium Association (the "Condominium"), a residential condominium development in the City of Cincinnati, Hamilton County, Ohio, created pursuant to Chapter 5311 of the Ohio Revised Code, in accordance with and subject to the provisions of said Chapter 5311, the Declaration of the Condominium, the Code of Regulations of the Corporation and the administrative rules and regulations adopted pursuant thereto, as any of the same may be lawfully amended from time to time; to provide for the acquisition, construction, management, maintenance and care of "association property," as that term is defined in Section 528 of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States Internal Revenue law) (the "Code"); and, in carrying out the foregoing purposes, to purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and any and all estates and interests therein, and otherwise to do all things permitted by law.

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All of the foregoing purposes shall be accomplished on a non-profit basis and no part of the net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of "association property," as that term is defined in Section 528 of the Code, and other than by rebate of excess membership dues, fees, or assessments) to the benefit of, or to be distributable to, its directors, officers or other private persons or organizations.

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors:

Paul Zeltwanger
20 West 11th St., Ste 201
Covington, KY 41011

John Hans
20 West 11th St., Ste 201
Covington, KY 41011

Matt Beaver
20 West 11th St., Ste 201
Covington, KY 41011

SIXTH: Each owner of a unit of The Overlook Eden Park Condominium Association shall be a member of the Corporation. The membership of each such unit owner shall terminate when he, she or it ceases to be a unit owner, and upon the sale, transfer or other disposition of his, her or its ownership interest, his, her or its membership in the Corporation shall automatically be transferred to the new unit owner succeeding to his, her or its ownership interest.

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EXHIBIT D

Unit No.	Square Footage	Undivided Interest in The Common Elements
2N	3,059	4.160%
2S	3,069	4.173%
3N	3,059	4.160%
3S	3,069	4.173%
4N	3,059	4.160%
4S	3,069	4.173%
5N	3,059	4.160%
5S	3,069	4.173%
6N	3,059	4.160%
6S	3,069	4.173%
7N	3,059	4.160%
7S	3,069	4.173%
8N	3,059	4.160%
8S	3,069	4.173%
9N	3,059	4.160%
9S	3,069	4.173%
10N	3,059	4.160%
10S	3,069	4.173%
11N	3,059	4.160%
11S	3,069	4.173%
12N	3,059	4.160%
12S	3,069	4.173%
PH	6,128	8.333%

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CONSENT OF MORTGAGEE

LASALLE BANK NATIONAL ASSOCIATION, a subsidiary of BANK OF AMERICA CORPORATION, a Delaware corporation, by Paul Murphy its Senior Vice President does hereby consent to the recording of the Declaration of Condominium Ownership, By-Laws and Drawings of The Overlook at Eden Park Condominium as to the real property known as 2145 Luray Avenue, Cincinnati, Ohio, located in Hamilton County, which real property is subject to a certain mortgage in favor of LaSalle Bank National Association in the face amount of \$13,200,000.00 and recorded in O.R. Volume 10349, Page 2203, of the records of Hamilton County, Ohio.

LASALLE BANK NATIONAL ASSOCIATION, a subsidiary of BANK OF AMERICA CORPORATION, a Delaware corporation

By: [Signature]
Name: Paul Murphy
Title: Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON, ss:

The foregoing instrument was executed and acknowledged before me this 28 day of August, 2008, by Paul Murphy, SVP of LaSalle Bank National Association, a subsidiary of Bank of America Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC - STATE OF OHIO

This instrument prepared by:
Margaret A. Hilvert, Esq.
Beckman Weil Shepardson LLC
300 Pike Street, Suite 400
Cincinnati, OH 45202
Telephone: 513-621-2100



Cynthia A. Gray
Notary Public, State of Ohio
My Commission Expires 03-23-2012

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