

DECLARATION OF CONDOMINIUM OWNERSHIP

Amended and Restated (Retyped)
July 23, 2021 File: 2021-00055652



SPRINGBROOKE
CONDOMINIUMS ASSOCIATION

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Montgomery County, OH
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AMENDED AND RESTATED 63

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

SPRINGBROOKE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SPRINGBROOKE CONDOMINIUM RECORDED AT DEED 96-0571, PAGE A01 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 164, PAGES 50 THRU 50D, PLAT BOOK 165, PAGES 19 THRU 19A, PLAT BOOK 165, PAGES 20 THRU 20A, PLAT BOOK 166, PAGES 5 THRU 5C, PLAT BOOK 166, PAGES 28 THRU 28C, PLAT BOOK 167, PAGES 14 THRU 14C, PLAT BOOK 168, PAGES 13 THRU 13B, PLAT BOOK 169, PAGES 21 THRU 21B, PLAT BOOK 170, PAGES 4 THRU 4B, PLAT BOOK 170, PAGES 18 THRU 18B, PLAT BOOK 170, PAGES 40 THRU 40C, PLAT BOOK 171, PAGE 23 THRU 23D, PLAT BOOK 172, PAGES 2 THRU 2B, PLAT BOOK 172, PAGES 22 THRU 22B, PLAT BOOK 172, PAGES 27 THRU 27B, PLAT BOOK 172, PAGES 43 THRU 43B, PLAT BOOK 173, PAGES 40 THRU 40C, PLAT BOOK 175, PAGES 53 THRU 53B, PLAT BOOK 177, PAGES 2 THRU 2C, AND PLAT BOOK 178, PAGES 26 THRU 26B OF THE MONTGOMERY COUNTY RECORDS.

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SPRINGBROOKE CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Springbrooke Condominium ("Original Declaration") was recorded on August 22, 1996, at Deed 96-0571, Page A01 et seq. of the Montgomery County Records.

B. This Amended Restated Declaration of Condominium Ownership for Springbrooke Condominium ("Amended and Restated Declaration") incorporates the Original Declaration, the 1st Amendment to the Original Declaration recorded on September 25, 1996 at Deed 96-0649, Page D01 et seq., the 2nd Amendment to the Original Declaration recorded on September 25, 1996 at Deed 96-0649, Page D10 et seq., the 3rd Amendment to the Original Declaration recorded on December 6, 1996 at Deed 96-0814, Page A01 et seq., the 4th Amendment to the Original Declaration recorded on January 2, 1997 at Deed 97-0002, Page D03 et seq., the 5th Amendment to the Original Declaration recorded on March 5, 1997 at Deed 97-0141, Page C08 et seq., the 6th Amendment to the Original Declaration recorded on May 30, 1997 at Deed 97-0365, Page C12 et seq., the 7th Amendment to the Original Declaration recorded on September 10, 1997 at Deed 97-0814, Page B02 et seq., the 8th Amendment to the Original Declaration recorded on November 10, 1997 at Deed 97-0759, Page B10 et seq., the 9th Amendment to the Original Declaration recorded on December 22, 1997 at Deed 97-0852, Page C02 et seq., the 10th Amendment to the Original Declaration recorded on January 20, 1998 at Deed 98-0038, Page A07 et seq., the 11th Amendment to the Original Declaration recorded on March 26, 1998 at Deed 98-0189, Page B01 et seq., the 12th Amendment to the Original Declaration recorded on May 6, 1998 at Deed 98-0293, Page A01 et seq., the 13th Amendment to the Original Declaration recorded on June 12, 1998 at Deed 98-0392, Page C06 et seq., the 14th Amendment to the Original Declaration recorded on July 2, 1998 at Deed 98-0446, Page A03 et seq., the 15th Amendment to the Original Declaration recorded on August 7, 1998 at Deed 98-0534, Page A01 et seq., the 16th Amendment to the Original Declaration recorded on November 2, 1998 at Deed 98-0742, Page A01 et seq., the 17th Amendment to the Original Declaration recorded on June 7, 1999 at Deed 99-361, Page B06 et seq., the 18th Amendment to the Original Declaration recorded on November 19, 1999 at Deed 99-0789, Page B10 et seq., the 19th Amendment to the Original Declaration recorded on June 13, 2000 at Deed 00-0366, Page A05 et seq., the 20th Amendment to the Original Declaration recorded on December 06, 2000 at Deed 00-0827, Page A01 et seq., the Ohio Condominium Act

Amendments recorded on March 30, 2006 at Microfiche SP-I-06-027842 0007, and the Amendments recorded on December 1, 2006 at Microfiche SP-I-06-110750 0008 of the Montgomery County Records (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Original Declaration.

C. The Board has determined and confirmed that there was a typographical error regarding the description of a Barclay, or B Model, Unit located in Original Article 7(b) of the Original Declaration which has been corrected in this Amended and Restated Declaration.

D. This Amended and Restated Declaration has been prepared at the direction of Springbrooke Condominium Owners Association ("Association") for the convenience of the Owners as well as for prospective purchasers of Units within Springbrooke Condominium.

E. Owners and prospective Owners are reminded that this Amended and Restated Declaration does *not* materially amend the Original Declaration nor the Amendments. The Original Declaration and the Amendments are available for review at the Montgomery County Recorder's Office. Any inconsistency between the Original Declaration and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Original Declaration and Amendments.

AMENDMENT

The Original Declaration is amended and retyped as attached.

The Springbrooke Condominium Owners Association has caused the execution of this instrument this 13 day of July, 2021.

SPRINGBROOKE CONDOMINIUM OWNERS ASSOCIATION

By: 
GEORGE R. HURBANEK, its President

By: 
RICHARD T. KUHN, its Secretary

AMENDED AND RESTATED DECLARATION FOR
SPRINGBROOKE CONDOMINIUM

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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SPRINGBROOKE CONDOMINIUM

WHEREAS, HICKEY BUILDING CORPORATION, an Ohio corporation SUCCESSOR BY MERGER TO TAMARRON CORPORTATION, whose address is 535 Windsor Park Drive, Dayton, Ohio 45459, hereafter referred to as "Declarant", is the Owner in fee simple of the real property hereafter described; and,

WHEREAS, it is the desire of the Declarant to submit the land, together with the improvements thereon, pursuant to the provision of Chapter 5311 of the Ohio Revised Code (the "Condominium Act"), for Condominium Ownership.

NOW, THEREFORE, the Declarant does hereby make the following declarations:

1. **LEGAL DESCRIPTION.** The Declarant does hereby subject the real estate described hereafter to the provisions of Chapter 5311 of the Ohio Revised Code and said real estate and the improvements thereon shall be held under the terms and conditions of the Agreement, which shall be binding on said Declarant, it successors and assigns and all subsequent owners of all or any part of said real property and improvements, and their successors, heirs, administrators, devisees or assigns. Said real estate is described as follows:

Situate in the City of Centerville, County of Montgomery, State of Ohio, and being the real estate described on Exhibit "A", as amended, attached hereto and made a part hereof, being more particularly described in Exhibit "B", attached hereto.

Attached hereto as Exhibit "C", as amended, is the Plan of Condominium upon said real estate for thirty-five (35) buildings, fourteen (14) of which contains three (3) Units and the other twenty-one (21) each containing One (1) Unit.

2. **DEFINITIONS.** The following terms used herein are defined as follows:

(a) "**Association**" shall refer to Springbrooke Condominium Association, a nonprofit corporation, which is an association of all of the owners of Units in this Condominium organized to administer the Condominium Property in all respects, as provided in the Declaration and Bylaws.

(b) "Declarant" means HICKEY BUILDING COMPANY, an Ohio corporation, successor by merger to Tamarron Corporation, its successors and assigns.

(c) "Board of Directors" or "Board" shall refer to the Board of Directors of the Association and shall have the same meaning as "Board of Directors" as set forth in the Condominium Act.

(d) "Common Expenses" means those expenses designated as such by Chapter 5311 of the Revised Code and as provided in this Declaration and Bylaws to be shared by all of the Unit Owners.

(e) "Common Surplus" for any period of time means the amount by which the total income, rents, receipts and revenues from the Common Elements exceed the Common Expenses for said period.

(f) "Common Loss" for any period of time means the amount by which the Common Expenses exceed the total income, rents, receipts and revenues from the Common Elements for said period.

(g) "Common Assessments" means assessments charged proportionately against all Units to pay the Common Expense.

3. NAME. The Condominium Property shall be known as "Springbrooke Condominium".

4. PURPOSE AND INTENTION.

(a) Purpose. The purposes of this Condominium are to provide separately designated and legally described freehold estates consisting of Units as are hereafter described and as shown on the drawings attached hereto, entitling the Unit Owner to the right to the exclusive ownership and possession of his Unit and to ownership of an undivided interest in the Common Elements in the percentage as is expressed in this Declaration. There are no commercial facilities situated in this Condominium and the use of said Units shall be for single family residence purposes only.

(b) Condominium Development. It was the intention of the Declarant to establish by this Declaration, a Condominium Development consisting initially of three (3) buildings and to expand the Condominium Development to a maximum of thirty-one (31) three (3) dwelling unit residential

buildings and fifty-one (51) detached single family housing units for a total of One Hundred Forty-four (144) Units.

i. Fourteen (14) three unit buildings and twenty-one (21) detached unit buildings were submitted, together with the swimming pool and clubhouse facility, upon the filing of the original Declaration of Condominium Ownership and the subsequent nineteen expansion amendments.

ii. The Declarant had prepared a Construction Phase Map only for the purpose of showing what it believed was an orderly construction process for the Eighty-two (82) proposed buildings to be constructed and added to the Condominium Property. The First section will contain ten multi-family dwellings and eleven detached single family dwellings, for a total of forty-one living units. The second section will contain four multi-family dwellings and ten detached single family dwellings, for a total of twenty-two living units. The third section will contain eight multi-family dwellings and eleven detached single family dwellings, for a total of thirty-five living units. The fourth section will contain nine multi-family and nineteen detached single family dwellings, for a total of forty-six living units. The buildings and the land and improvements will be added to the provisions of the Declaration after the buildings to be added are completed, by an amendment for this purpose. Although the phase map shows four (4) proposed phases, the Declarant reserved the right to alter the construction of the buildings and the additions thereof to the Condominium Property.

iii. The Condominium development is located on Pelbrook Farm Drive, in the City of Centerville, Montgomery County, Ohio. The Declarant owned 24.9454 acres and developed 11.8859 acres and will expand the development on remaining acres it controls in sections or phases as sales warrant. The second section will contain approximately 4.3 acres, the third section will contain approximately 5.65 acres, and the fourth section will contain approximately 5.65 acres. The Easement Dedication Plan recorded in Plat Book "162" Pages 8 and 8A, Records of Montgomery County, Ohio, lays out private roads to provide access to the Condominium Units in Section One, and a similar process will define private roads for future sections. The real estate of the Condominium will be owned by the Owners as tenants in common. Each Unit Owner is entitled to the exclusive ownership and possession of his Unit and to

ownership of an undivided interest in the Common Elements in the percentage of interest that is expressed in the Declaration.

5. **GENERAL DESCRIPTION OF BUILDING.**

The Buildings are one and two story construction slab on grade. The exterior walls are frame construction with a mixtures of brick, wood and vinyl siding, a wood truss roof covered with asphalt shingles. The windows are aluminum, with wood trim, fascia and rake boards. There is a garage attached to each unit, all are two car in size. Access to the Units are by an entrance from the outside to the foyer area of the Unit and through the garage.

6. **LOCATION OF BUILDING.** The initial buildings on the Condominium Property are located on Brookmeadow Drive, a private street, off Pelbook Farm Drive, a public street. Private streets will be developed as part of Springbrooke Condominium with each Unit to have access to Pelbrook Farm Drive over and across the Common Elements including the private streets for both vehicular and pedestrian traffic. The private streets will be part of the Common Elements of the Condominium Property. In the development of the land described in Exhibit "B", the private streets will be continued to provide access over the Common Elements to provide both vehicular and pedestrian traffic also to Pelbook Farm Drive.

7. **DESCRIPTION OF UNITS.** Each of the Units shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated surfaces of the perimeter walls, floors and ceiling of said Unit projected, if necessary, by reason of structural divisions such as interior walls, doors and windows to constitute a complete enclosure of space consisting of all of the living area and garage described for each Unit.

(a) **Included in Unit.** Included, without limitation, are the following:

i. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to the doors, ceilings and interior and perimeter walls, carpet, and also the floors themselves;

ii. All windows, screens, and doors, including the frame, sashes and jambs and the space occupied thereby, and the hardware therefor,

iii. All fixtures and appliances located within the bounds of the Units, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes,

lines or systems serving the entire building and more than one Unit thereof, including without limited the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, and air-conditioning units and heat pumps, and components thereof, if any, serving only that Unit;

iv. All controls, knobs, switches, thermostats, and base plugs, floor plugs and connections affixed to or projecting for the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

v. All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein and which are located within the bounds of the Unit.

(b) Type of Unit. There are five types of Unit constructed in the three unit multi-family buildings, described as follows:

Arden. The Arden, or A Model, is a ranch dwelling that has a kitchen with nook, dining-living room area, two bedrooms, two baths, and a laundry room, with an attached two car garage. The Unit will contain a total of 1135 square feet and the garage contains 420 square feet. There is an option to add a room above the garage (called a "bonus room") which contains an additional 248 square feet of living area.

Barclay. The Barclay, or B Model, is a two story dwelling with a first floor containing a kitchen with nook, dining area entry way, living room, master bedroom and bath, a half bath and a laundry room on the first floor, and an upper level containing a bedroom, full bath and a loft, and has an attached two car garage. The first floor of the Unit will contain a total of 1096 square feet of living area, the upper level has 402 square feet, and the garage contains 390 square feet. There is an option to add a bonus room above the garage which contains an additional 213 square feet of living area.

Carlton. The Carlton, or C Model, is two story dwelling with a first floor containing a kitchen, dining room, living room, half bath and entry way on the first floor, and an upper level containing master bedroom with a master bath, a second bedroom, full bath, a loft and a laundry room, and has an attached two car garage. The first floor of the Unit will contain a total of 648 square feet of living area, the upper level has 797 square feet, and the garage contains 395

square feet. There is an option to include a study in addition to the rooms on the second floor which contains an additional 41 square feet of living area.

Dorsey. The Dorsey, or D Model, is a two story dwelling with a first floor containing a kitchen, dining room, living room, half bath, entry way and utility room on the first floor, and an upper level containing master bedroom with a master bath, a second bedroom, full bath, and a loft, and has an attached two car garage. The first floor of the Unit will contain a total of 686 square feet of living area, the upper level has 633 square feet, and the garage contains 395 square feet.

Essex. The Essex, or E Model, is a two story dwelling with the first floor containing a kitchen with nook, dining area, entry way, living room, master bedroom, full bath, a half bath, and a laundry room. The second floor contains a bedroom, full bath, loft, and the unit has an attached two car garage. The first floor of the Unit contains a total of 1,032 square feet of living area, the upper level has 338 square feet, and the garage contains 442 square feet. There is an option to add a bonus room above the garage, which contains an additional 201 square feet of living area.

There are five types of Unit constructed in the single family detached buildings, described as follows:

Linley. The Linley, or A Detached Model, is a ranch dwelling containing a kitchen, kitchen nook, great room, mechanical room, two bedrooms, two full baths, and has an attached two car garage. The Unit will contain a total of 1335 square feet of living area and the garage contains 445 square feet. The Unit has a covered porch off the great room, which is Limited Common Element.

Taylor. The Taylor, or B Detached Model, is a ranch dwelling containing a kitchen, kitchen nook, dining room, living room, laundry room, two bedrooms plus a den or three bedrooms, two full baths, and has an attached two car garage. The Unit will contain a total of 1420 square feet of living area and the garage contains 408 square feet. The Unit has a patio to the rear, which is Limited Common Element. This Unit may be constructed with two bedrooms instead of three bedrooms.

Walden. The Walden, or C Detached Model, is a two story dwelling with a first floor containing a kitchen, breakfast room, dining room, great room, master bedroom with a master bath, entry way, half bath and laundry room on the first floor, and an upper level containing two bedrooms with a bath, and has

an attached two car garage. The first floor of the Unit will contain a total of 1324 square feet of living area, the upper level has 484 square feet, and the garage contains 395 square feet. The Unit has a patio on the first floor, which is Limited Common Element.

Renwick. The Renwick, or D Detached Model, is a two story dwelling with a first floor containing an entry way, a kitchen, breakfast room, dining room, great room, half bath and laundry room on the first floor, and an upper level containing three bedrooms with two baths, and has an attached two car garage. The first floor of the Unit will contain a total of 897 square feet of living area, the upper level has 885 square feet, and the garage contains 470 square feet. The Unit has a patio in the rear of the first floor, which is Limited Common Element.

Seville. The Seville, or E Detached Model, is a two story dwelling with a first floor containing a formal entry, a kitchen, breakfast room, dining room, great room, dining room, half bath and laundry room on the first floor, and an upper level containing three bedrooms, a loft area or fourth bedroom, and two full baths, and has an attached two car garage. The first floor of the Unit will contain a total of 987 square feet of living area, the upper level has 984 square feet, and the garage contains 470 square feet. The Unit has a patio to the rear of the first floor, which is Limited Common Element.

(c) **Exclusive Use.** The Owners of a Unit shall have the right of exclusive possession, use and enjoyment of the surfaces of all of its perimeter walls, fixtures and other parts of the building within the boundary of their respective Unit, including the right to paint, tile, wax, paper or otherwise finish and re-finish or decorate the Unit.

8. **COMMON ELEMENTS.** The entire land and improvements thereon, not included within a Unit shall be Common Elements, including, but not limited to, the private streets, driveways, sidewalks, yards, parking areas, all plumbing, electrical, heating, and other utility service lines, pipes, wires, ducts and conduits which serve more than one Unit or for a common purpose of the building, covering material of the building, gutters, downspouts, exterior lighting fixtures, hose bibs and other facilities to service the Common Elements that are attached to the building, foundation, perimeter walls, roofs and all other parts of the building, necessary or convenient to its existence, maintenance, safety or normally in common use by more than one of the Owners. The division wall separating one Unit from another Unit are Common Elements. The clubhouse and swimming pool areas that are constructed are Common Elements.

9. LIMITED COMMON ELEMENTS.

(a) Specific Uses. The following are included in the Common Elements and appurtenant or adjacent to a building and are deemed Limited Common Elements designated or appurtenant to a Unit where possible these areas are labeled or designated "LCE" or "Limited Common Elements" on the drawings.

- i. The patio area adjacent to each of the Units and any privacy fences that are erected.
- ii. The driveways leading to the garage area that is a part of the Unit.
- iii. The fireplace, flue and chimney if shown on the exhibits for any Unit.
- iv. The entrance ways and stoops adjoining a Unit.
- v. The air conditioning pad, compressor, ducts and conduits thereto for the Unit being served by such air conditioning unit.
- vi. The portion of the open area surrounding the building in which a Unit is contained and as indicated on the drawing attached hereto as Exhibit "C".
- vii. The exterior surface of a building containing a Unit, excluding the roof, is designated a Limited Common Element for the Unit within the building.

(b) General Uses. All plumbing, electrical, heating, and other utility service lines, pipes, wires, ducts and conduits which serve only one Unit shall be Limited Common Elements for the exclusive use of the Unit served thereby.

10. ASSUMPTION OF CONTROL BY UNIT OWNERS. The Unit Owners will assume control of the Common Elements and of the Unit Owners Association, subject to the provisions of the Declaration and Bylaws and any amendments thereto.

11. **EXPANDABLE CONDOMINIUM.** The Declarant reserved the right to expand the Condominium Property by adding all or any part of the property references in Paragraph 4(b) to the terms and provisions of this Declaration:

(a) The land described by metes and bounds in Exhibit "A", as amended, attached hereto, is for a total of fourteen (14) three Unit buildings and twenty-one (21) single Unit buildings.

The land described in Exhibit "B" shows the description of land of additional property used and to be acquired for Springbrooke Condominiums during the development and expansion of the Condominium Property.

(b) All buildings that were added to the Condominium Property are compatible with the existing building with the same quality of construction, the same principal materials are used, and the architectural style are similar and compatible. The Units that were added are substantially similar to the existing Units.

(c) There are no limitations of the option of the Declarant to add all or part of the additional property to the Condominium and they may be added at separate times.

(d) A time limit of seven (7) years from the time the Declaration is recorded was established for the Declarant to add all of the additional property. An additional time limit of seven (7) years, being a period which commenced on August 22, 2003, and expired August 22, 2010, was established for the Declarant, its successors and assigns, to add all of the additional property.

(e) The total number of Units that may be built as part of the Condominium are One Hundred Forty-four (144) Units.

(f) All or any portion of the additional property that was added to the Condominium Property by the execution and filing for record by the Declarant of an amendment to the Declaration that contains the information and drawings with the respect to the additional property and improvements thereon added as required by the Condominium Act.

12. PERCENTAGE OF INTEREST OF UNITS.

(a) The interest of each Unit in the Common and Limited Common Elements of the Condominium and the respective share of the Unit Owners in the Common Expenses and Common Surplus and Losses of the Condominium as stated as a par value which was determined by the Declarant for each type of Unit, as follows:

Unit Type	Par Value	Monthly	Amount Annually
Arden	.94	\$81.00	\$972.00
Arden w/bonus room	.97	\$84.00	\$1,008.00
Barclay	1.10	\$95.00	\$1,140.00
Barclay w/bonus room	1.13	\$98.00	\$1,176.00
Carlton	1.00	\$86.00	\$1,032.00
Carlton w/bonus room	1.03	\$89.00	\$1,068.00
Dorsey	1.00	\$86.00	\$1,032.00
Essex	1.10	\$95.00	\$1,140.00
Linley	1.24	\$107.00	\$1,056.00
Taylor	1.30	\$112.00	\$1,344.00
Walden	1.37	\$118.00	\$1,416.00
Renwick	1.45	\$125.00	\$1,500.00
Seville	1.52	\$131.00	\$1,572.00

(b) As additional Units were added into the Condominium, the percentage of interested in the Common Elements and in the profits, losses and Common Expense were re-computed to include all of the Units then under the Condominium plan. Since the Units added were comparable to the existing Units, the par value interests remained constant for each unit type with each Owner having a fractional interest as each Unit compared to the total after any amendment and as computed by the amendment.

13. UNIT OWNERS ASSOCIATION. Springbrooke Condominium Owners Association, an Ohio nonprofit corporation, is the Unit Owners Association organized to administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Units, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member

of his Unit ownership, at which time the new Owner of said Unit automatically shall become a member of the Association.

(a) **Board of Directors.** The Board of Directors and Officers of the Unit Owners Association elected as provided by the Bylaws of the Unit Owners Association, attached as an exhibit to this Declaration, shall exercise the powers and discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by the Declaration upon the Association.

(b) **Voting Rights in Association.** There shall be one (1) vote for each Unit comprising this Condominium. The percentage of interest of each Unit Owner in the Common Elements and in the Limited Common Elements are not applicable to the voting rights of the Unit Owners or to determine a quorum for meetings of the Association. As additional Units are added the total votes will increase by each Unit added to a maximum of One Hundred Forty-four (144) votes, being the total Units that can be added to this condominium plan. Except as provided in the Bylaws, the Declarant shall have the right to appoint and remove members of the Board of Directors (including directors elected by the membership) and remove members of the committees of the Board and other officers of the Association and to exercise the powers and responsibilities otherwise assigned in the Bylaws or the Declaration to the Association, from the date of the establishment of the Association until the earlier of five (5) years, or thirty (30) days after the sale of the Units that represent 75% of the undivided interests in the Common Elements (for the total number of Units that may be added to this condominium plan) to purchasers in good faith for value.

(c) **Management Contracts.** The Declarant or the Association by its Directors, may delegate all or any portion of its authority to discharge its maintenance responsibilities to a Managing Agent. Such delegation shall be evidenced by a Management Contract for a term not to exceed (2) years in duration, which contract shall provide for a termination without cause and without payment of a termination fee on ninety (90) days notice by either party.

14. **ADMINISTRATION OF CONDOMINIUM PROPERTY.** The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are attached hereto as an Exhibit. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the general law, this Declaration, the Bylaws, decisions and resolutions of the Association or its representatives, as lawfully amended from time to time, and

failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages, or for injunctive relief.

15. RESTRICTIONS AS TO USE AND OCCUPANCY OF CONDOMINIUM PROPERTY.

(a) Restrictions. The covenants and restrictions hereinafter set forth as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and occupant.

(b) Use of Property. The Condominium Property shall be used for residential purposes only and no portion of such property shall be used for business or commercial purposes. No structures shall be constructed upon the Condominium Property other than the residential Units and garage or other structures intended for community use and appurtenances thereto. Each Unit shall be occupied only by a single family and its guests as a residence and for no other purpose whatsoever.

(c) Lawful Use. No immoral, improper or offensive or unlawful use shall be made of the Condominium Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental authorities which shall require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

(d) Hazard Use and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements or on any other Unit on the Condominium Property or contents thereof without the prior written consent of the Association. 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 Common Elements or other Units on the Condominium Property or contents thereof, or which would be in violation of any law. No waste shall be committed upon the Common Elements.

(e) Obstruction of Common Elements. There shall be no obstruction of nor shall anything be stored in the Common Elements excluding those areas designated for parking of vehicles or for the location of central waste disposal containers or other uses authorized by the Association. The parking lot will not

be used for the storage of boats, trailers, or recreational facilities, and the use will be subject to rules and regulations adopted by the Association.

(f) **Exterior Appearance.** No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any Unit or in any Limited or Common Elements (except as hereinafter provided) and such Common Elements and/or Limited Common Elements shall be kept free and clear of rubbish, debris or other unsightly material. Nothing shall be hung or displayed on the outside wall of any building and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association. If the Association may so designate, it shall designate areas which may be utilized by the occupants for hanging clothes, sheets, blankets or any other articles outside to dry, but in no event shall be articles be left outdoors overnight or on Saturdays and/or Sundays.

(g) **Animals and Pets.** Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no more than one pet may be maintained in any Unit; (ii) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, to place limitations on the size, number and type of such pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(h) **Nuisances.** No nuisances shall be allowed upon the Condominium Property or any use of practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no fire hazard allowed to exist. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements not within the bounds of the Unit or within the bounds of the Limited Common Elements of each Unit except in accordance with the rules that may be adopted by the Association.

(i) **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity or structurally change any of the buildings. Further, nothing shall be altered, constructed or removed from or added to the Common Elements or Limited Common Elements except as provided in this Declaration without the prior written consent of the Association or shall anything be done which would or might jeopardize or impair the safety or soundness of the Common or Limited Common Elements.

(j) **Prohibited Activities.** No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise shall be conducted, maintained or permitted on any part of the Condominium Property.

(k) **Rental of Units.** No Unit shall be rented by the Unit Owner for transient or hotel purposes. For the purpose of this provision, a "transient or hotel purpose" shall be defined as a rental for a period less than thirty (30) days or rental to an occupant wherein customary hotel service such as furnishing of laundry and linens and rental service is maintained. Other than the foregoing, Unit Owners shall have the right to lease their respective Units provided that said lease is made subject to the covenants and restrictions in this Declaration and the Bylaws and rules and any occupant shall be subject to all of said regulations and rules as though the occupant were the Unit Owners. Nothing herein contained shall permit a Unit Owner to be relieved from any duties or responsibilities or obligation hereunder because his Unit is occupied by a third party.

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(l) **Arbitration.** In the event of any dispute between Unit Owners as to the application of this Declaration, any restrictions or any rule or regulation to any particular circumstances, the party aggrieved shall submit a complaint in writing to the Board of Directors specifying the dispute. The Board shall set

a time, date and place for a hearing thereon within Sixty (60) days thereafter, and give written notice to each party thereof not less than Three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matters to each party within Thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has just been had.

(m) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

16. STATUTORY AGENT. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

17. AMENDMENT OF DECLARATION AND BYLAWS.

(a) Method of Amendment. Except in order to expand the Condominium Development, this Declaration and the Bylaws may be amended only upon the filing for record with the Recorder of Montgomery County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and any new member to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees that have previously delivered a written request with the Secretary of the Association to be notified shall be notified of any meeting of the Unit Owners to consider any amendments and shall be advised of the item or items to be amended and any new matters to be added by the amendment.

(b) Lender. If the proposed amendment is of a material nature, lenders holding first mortgages on the Units and who have requested in writing

delivered to the Association that the Association notify them of any proposed action, shall have a right to notice of the meeting to consider the proposed amendment.

(c) Correction. However, Declarant reserves the right and power and each Unit Owner by the acceptance of a deed to a Unit is deemed to, and does give and grant to Declarant a power of attorney, which right is coupled with an interest and runs with the title to a Unit and is irrevocable (except by the Declarant), for a period of Five (5) years from the date of filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or guarantor or insurer of a mortgage on a Unit, or to (ii) correct typographical errors or obvious factual errors or omissions, the correction of which would not impair the interest of any Unit Owner, mortgage, insurer or guarantor.

(d) Effect of Amendment. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent of such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification on the instrument of amendment, as to the names of the consenting and non-consenting mortgagees of the various Units, shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment of this Declaration and/or the Bylaws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter se, provided that the rights of a non-consenting mortgagee shall not be derogated thereby.

(e) Expansion. The amendments for the purpose of expanding the Condominium in accordance with the rights reserved herein were sufficient when executed by the Declarant and did not require the consent of the Unit Owners, mortgagees or approval of the Association.

18. MANAGEMENT, MAINTENANCE, REPAIRS AND REPLACEMENT.

(a) Responsibility of the Association. Except as otherwise provided herein, or in the Bylaws, the management, maintenance, repair and replacement of the Common Elements shall be the responsibility of the Association, including such Common Elements located within the bounds of a Unit, excluding however the interior surfaces of any interior walls, floors, doors, ceilings and other surfaces of the Unit, the maintenance, repair or replacement

of which is the responsibility of a Unit Owner. Nothing herein shall be deemed to create a contractual liability of the Association to a Unit Owner for the maintenance, repair or replacement of any part of the Common Elements at any time except as the Association deems necessary for the benefit of the Condominium Property and to preserve the value thereof.

(b) **Limited Common Elements.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Limited Common Elements which are appurtenant to each Unit shall be as follows:

i. The cost of maintenance and repair of any outside lighting facilities will be the responsibility of the Unit Owner using such facility.

ii. The cost of maintenance and repair of the patio shall be the responsibility of the Unit Owner using such area. If any privacy fence is appurtenant to a patio, the cost of maintenance and repair of the fence shall be shared by each Unit Owner;

iii. The cost of maintenance and repair of the fireplace, fire and chimney for the fireplace, including periodic cleaning shall be the responsibility of the Unit Owner having use of such fireplace.

iv. The cost of maintenance, repair and replacement of the Limited Common Elements not specifically delegated to a Unit Owner shall be the responsibility of the Association;

v. Upon the request of the Unit Owner, the Association, after arrangements for the payment of the cost are arranged, may perform such work for the Owner. Should the Unit Owner fail to perform the work, after an appropriate notice, the Association may perform the work and assess the cost against the Unit as hereafter provided and as provided by the Bylaws.

(c) **Responsibility of Unit Owners.** The Owner of each Unit shall maintain, repair and replace, at his expense, all portions of his Unit and all internal installations of such Units such as appliances, plumbing, electrical fixtures and other installments located within the bounds of the Unit and not constituting a part of the Common Elements. The obligation to maintain and repair windows and doors of the Unit includes the replacement of glass therein and weather stripping and caulking. An Owner shall not make structural modifications or alterations in his Unit without notifying the Association in

writing and if any such modifications or alterations could affect the structural integrity of the building, shall supply the Association with the plans and specifications therefore.

(d) Utilities. The water and sanitary service will be separately metered for each Unit and will be paid by the Unit Owner. It may be necessary or convenient to have lighting for the Common Elements metered to an adjacent Unit; in such event, the Association will reimburse the Owner of the Unit for such utility charge of the Unit Owner that benefits the Common Elements.

(e) Plantings. Upon specific written request by a Unit Owner to the Association, the Association may approve plantings of shrubs, trees, flowering plants and ornamental grasses by the Unit Owner within a border surrounding the perimeter of the building in which the Unit is located. The cost of such plantings, replacements, maintenance and removal shall be borne by such Unit Owner.

19. WARRANTIES. The roof and its structural components for the building(s) are warranted for a period of two (2) years, to cover the full cost of labor and materials for any repair or replacement occasioned or necessitated by a defect in material or workmanship. Mechanical, electrical, plumbing, and common service elements serving the Condominium Property as a whole, are warranted for a two (2) year period, to cover the cost of labor and materials for any repair or replacement occasioned for necessitated by a defect in material or workmanship. The two year warranty will commence for property submitted with the original Declaration on the date the deed is filed for record following the first sale of a Unit to a good faith purchaser for value, and for any additional property submitted by amendment to the Declaration, on the date the deed is filed for record following the first sale of a Unit to a good faith purchaser for value in the additional property. Mechanical, electrical, plumbing, and common service elements serving the Limited Common Elements, are warranted for a one (1) year period, to cover the cost of labor and materials for any repair or replacement occasioned or necessitated by a defect in material or workmanship. Structural, mechanical, and other elements pertaining to each Unit are warranted for one (1) year to cover the full cost of labor and materials for any repair or replacement occasioned or necessitated by a defect in material or workmanship. The poured concrete driveways are warranted for a one (1) year period to cover the cost of labor and materials for any repair or replacement occasioned or necessitated by a disintegration of the concrete surface. Pitting, scaling or spalling is normal and shall not be considered a defect, and deterioration caused by salt, chemicals, mechanical implements and other factors beyond the control of the Declarant are not covered by the warranty. Declarant shall have the right to determine the method, manner and extent of repair or replacement. The period of the above one year warranties shall

commence on the date the deed is filed for record following the sale of the first Unit to a good faith purchaser for value.

Any appliance installed and furnished as part of a Unit which is expressly or impliedly warranted by the manufacturer is warranted only to the extent of the manufacturer's warranty, which shall be assigned to the Unit Owner by the Declarant.

20. EASEMENTS.

(a) Encroachments. In the event that, by reason of construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Elements presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Elements or if by reason of the design or construction of any Unit it shall be necessary or advantageous to use or occupy any portion of the Common Elements consisting of unoccupied space within the building and adjoining his Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving any other Unit either presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of each Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful conduct of such Owner.

(b) Maintenance Easements. The Owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. The Owner of each Unit shall have the permanent right and easement through the Common Elements for the use of water, sewer, power, television antenna and other utilities now or hereafter existing and shall have the right to hang pictures, mirrors and the like upon the walls of his Unit.

(c) Easements Through Walls and Floors of Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits of the Unit, whether or not such walls or floors lie in whole or in part within the Unit boundaries; provided, always, that the Association shall restore such Unit to a condition as good or better than existed prior to the use of said easement.

(d) Easements to Run With Land. All easements and rights herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit and be binding on the Declarant, its successors and assigns, any Owner, purchaser, mortgagee and other person having an interest in said land, Unit or any part of portion thereof.

(e) Reference to Easement in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in any mortgage or other evidence of ownership or obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered along with the Unit.

(f) Right of Entry. The Association shall have a right of entry and access to, over, upon, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restorations and/or serving of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and to appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than Twenty Four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

21. ASSESSMENTS AND LIENS OF ASSOCIATION.

(a) General. Common Assessments for the maintenance, repair and insurance of the Common Elements and for the insurance of the Units, together with the payment of the Common Expenses, shall be made in the manner provided herein, and in the manner provided by the Bylaws of the Association.

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- i. First, to interest owed to the Association;
- ii. Second, to administrative late fees owed to the Association;

iii. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and

iv. Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(b) **Units Not Yet Sold.** Declarant shall assume the rights and obligations of a Unit Owner in their capacity as Owners of Condominium Ownership interest not yet sold, including the obligation to pay Common Assessments attaching to such interests, commencing the first day of the month following the date the Declaration is filed for record or as to the Units described in any amendment, commencing the first day of the month following the date such amendment is recorded.

(c) **Lien of Association.** The Association shall have a lien upon the estate or interest in any Unit and its percentage of interest in the Common Elements for the payment of the portion of the Common Assessments for the Condominium which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association is filed with the Recorder of Montgomery County, Ohio, pursuant to authorization given by the Board of Directors of the Association. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the Common Assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgement or Order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(d) **Priority of Association's Lien.** The lien provided for above shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and lien of a bona fide first mortgage which have been theretofore for record, and may be foreclosed in the same manner as a mortgage on real property in an action

brought by the Association. In any such foreclosure action, the Owner or Owners of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

(e) Non-Liability of Purchaser at Foreclosure Sale. When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or as a result of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Assessments or other Common Expenses by the Association chargeable to such Unit which comes due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or Common Assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of such acquirer, his successors and assigns.

(f) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit (other than deed in lieu of foreclosure), the grantee of the Unit, if said sales agreement provides for the grantee to assume the assessments, shall be jointly and severally liable with the grantor for all unpaid assessments due the Association for his share of Common Assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any interested party shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid assessments and the amount of the current assessment charge against a Unit and the parties interested in the transaction may rely thereon and not be liable for unpaid assessments in excess of the amount set forth in such statement for the period reflected in such statement.

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(g) Cost of Collection. A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all

costs incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

22. **INSURANCE.** The Association shall carry fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the building, structure or other improvements now or at any time hereafter constituting a part of the Condominium Property and the cost thereof shall be a Common Expense and a part of the Common Assessments.

(a) **Fire and Extended Coverage.** The Condominium Property shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association, but in no event in the amount less than 100% of the replacement value of all of the buildings and structures of the Condominium Property and not to exceed 80% co-insurance provisions in the policy of insurance, with an agreed amount endorsement. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and further include all fixtures, equipment and trim within a Unit which were furnished as part of the Unit and the replacement thereof as are from time to time made.

i. Such policy of insurance shall be so written as to provide for the issuance of certificates to mortgagees of individual units and to provide such mortgagees at least ten (10) days notice prior any cancellation of insurance.

ii. Any mortgagee may, to remedy any lack of insurance, but shall not be required to advance premiums to keep the insurance in effect or to obtain new insurance policies in place thereof, and the amount so advanced shall be a Common Expense due immediately from the Association and a special assessment against all Unit Owners until paid without any necessity of any vote of the Unit Owners or the approval of the Association to establish the special assessment.

iii. The insurance policy shall provide for the release by the insurer thereof of any and all rights of subrogation, assignment, or other rights or recovery against any Unit Owner, and, if possible, his family, tenants and all other persons lawfully in possession, for recovery against

any one of them for any loss occurring to the Condominium Property from any of the perils insured against by such insurance coverage.

iv. Proceeds of all insurances policies owned by the Association shall be paid to an Insurance Trustee selected by the Association (such Insurance Trustee shall be a local bank) and shall be held in a separate account and in trust for the purposes of repair or reconstruction as provided herein and for the benefit of the Unit Owners and their mortgages as their interests may appear.

v. No mortgagees shall have any right to apply the proceeds of insurance to the reduction of any mortgage debts.

(b) Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Directors, all Unit Owners and members of their respective families and other person residing with them in the Condominium Property, their tenants and all other persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Elements, such insurance to afford protection to a limit of not less than \$500,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$1,000,000.00 in respect to any on occurrence and to the limit of not less than \$100,000.00 in respect to damage to or destruction or property arising out of any one accident.

i. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units.

ii. It shall be each Unit Owner's responsibility to obtain insurance covering as his own expense upon his Unit for his personal liability for occurrences within his Unit and also for alternative living expenses in event of fire or other damage or destruction.

(c) Unit Owners' Insurance. Any Unit Owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit

Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officer and Directors, and all other Unit Owners and occupants.

(d) Association to Act for Unit Owner. Each Unit Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Property, his Unit and his interests in the Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium Property. Without limitation on the generality of the foregoing, the Association, as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Unit Owners and prospective mortgagees and their interest may appear (subject always to this Declaration) to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the Condominium as shall be necessary or convenient in dealing with any insurance purchased by the Association.

23. RECONSTRUCTION OR REPAIR.

(a) Sufficient Insurance. In the event of any damage or destruction to the Condominium Property from any cause or peril insured against and the proceeds of any policy or policies shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or construction shall be undertaken by the Association and the insurance proceeds

shall be applied in payment therefor, unless the Unit Owners as hereafter provided elect not to restore the Condominium Property.

(b) **Insufficient Insurance.** In the event the improvements forming a part of the Condominium Property, or any part thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners elect not to restore the Condominium Property, such repair, restoration or reconstruction shall be undertaken by the Association.

i. The cost of repair, restoration or reconstruction in excess of the insurance proceeds shall be borne by the Unit Owners in proportion to their respective percentage of interest in the Common Elements. All insured damage to the Condominium Property shall be deemed under-insured in the same proportion.

ii. Should any Unit Owner refuse or fail to pay, after reasonable notice, his share of such cost in excess of the insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessment, if not paid, may be enforced in the same manner as hereinabove provided for the nonpayment of assessments.

iii. Provided, however, in the event of damage or destruction, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to the repair or restore the same. Upon such election, all of the Condominium Property is subject to an action for sale upon partition at the suit of any Unit Owner.

iv. In the event of any such sale by partition or other sale of the Condominium Property by agreement of all of the Unit Owners, after such election not the repair or restore the Property, the net proceeds of the sale, together with the net proceeds of insurance and any other indemnity arising because of such damage or destruction shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner is entitled to receive any proration of his share of such proceeds until all liens and encumbrances of his Unit have been paid, released or discharged.

24. **REAL ESTATE TAXES.** Each Unit and its percentage of interest in the Common Elements shall be deemed to be a separate parcel for all purposes of taxation and assessments of real property and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments. Such Unit Owner will be solely responsible for his individual Unit tax bills.

25. **REHABILITATION.** The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power determine that the Condominium Property is obsolete in whole or in part and elect to have same renewed and rehabilitated. In such event, lenders shall be notified and mortgagees for Sixty-Seven Percent (67%) of such mortgage must agree. A mortgage holder who fails to submit a response to any written proposal within 30 days after it receives proper notice of the proposal sent by registered or certified mail, return receipt request, shall be deemed to have consented.

26. **REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER 5311.** The Unit Owners, by their unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In such event, lenders shall be notified and mortgagees for Sixty-Seven Percent (67%) of such mortgage must agree. A mortgage holder who fails to submit a response to any written proposal within 30 days after it receives proper notice of the proposal sent by registered or certified mail, return receipt request, shall be deemed to have consented.

27. **REMEDIES FOR BREACH OF COVENANTS AND RULES.** In addition to any other remedies provided in this Declaration, the 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 Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by the 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 the 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 fail to comply

with the same, including the right to access charge 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 single independent arbitrator selected by the Board.

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

If any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article 21(c).

28. MISCELLANEOUS PROVISIONS.

(a) Action Without Meeting. Pursuant to Section 1702.25, Ohio Revised Code, any action which may be authorized or taken at a meeting of the members or of the Board of Directors may be authorized or taken at a meeting with the affirmative vote or approval of, and in a writing or writings signed by all of the members or of the Directors of the Board, respectively, who would be entitled to notice of a meeting for such propose, which writing or writings shall be filed with or entered upon the records of the Association. Any certification with respect to the authorization or taking of any such action which is required to be filed with the Recorder of Montgomery County, Ohio shall recite that the authorization of taking such action was in writing or writings approved and signed as specified in this Article.

(b) **Retained Interests.** Declarant will not retain a property interest in any of the Common Elements after control of the Condominium development is assumed by the Association. The Owners of Condominium ownership interest that have been sold by the Declarant will assume control of the Common Elements and of the Association, as provided in the Declaration and the Bylaws.

(c) **Deposits and Down Payments.** Any deposit or down payment made by a purchaser of a Unit will be held in escrow until delivered at settlement or returned to or otherwise credited to the purchaser or forfeited to Declarant. Such deposit or down payment shall not be subject to attachment by creditors of Declarant or purchaser. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interests at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser, or added to any forfeiture to Declarant.

(d) **Copies of Notices to Mortgage Lenders.** Upon written request to the Board, the holder of any duly recorded mortgage on an ownership interest or interests therein shall be given a copy of any and all notices permitted or required by this Declaration or Bylaws to be given to the Unit Owner or Owners whose ownership interest or interests therein is subject to such mortgage.

(e) **Covenants Running with the Land.** Each Unit Owner by the acceptance of a deed of conveyance from Declarant accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, right and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

(f) **Termination.** Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants and other rights, benefits, provisions and impositions and obligations declared hereinto run with the land or any ownership interest or interests therein shall terminate and be of no further force or effect.

(g) Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(h) Severability. The invalidity of any covenant, restrictions, condition, limitation of any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity and enforceability or effect of the rest of this Declaration.

(i) Liability. Neither the Declarant nor any employee, agent, successor or assign of the Declarant shall be liable for any claim of damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them or pursuant to this Declaration or in the capacity of the Declarant, Unit Owner, managing agent or seller of the Condominium Property or any part thereof, whether or not such claim shall be asserted by any Unit Owner, occupant, the board, the Association, or by the person or entity claiming by or through any of them. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for or arising by reason of the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Board, the Association, the managing agent or the respective agents, employees, guests, tenants, invitees and servants or by reason of failure to function or disrepair of any utility services, including without limitation, heat, electricity, gas, water, sewerage and light.

(j) Insufficiency of Insurance. In the event the insurance effected by the Association or managing agent on behalf of the Unit Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Elements shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner shall have paid all or any portion of such deficiency in any amount exceeding his proportionate share thereof based on his percentage of interests in the Common Elements shall have a right of contribution from the other Unit owners according to their respective percentages of interest in the Common Elements. The right to contribution shall not apply to the parts of the Common Elements that are designated as Limited Common Elements.

(k) Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium development.

EXHIBIT "A"

LEGAL DESCRIPTION

See Exhibit A of the Original Declaration recorded at Montgomery County Records Deed 96-0571.

See Exhibit A of the 1st Amendment to the Original Declaration recorded at Montgomery County Records Deed 96-0649, Page D01 et seq.,

See Exhibit A of the 2nd Amendment to the Original Declaration recorded at Montgomery County Records Deed 96-0649, Page D10 et seq.,

See Exhibit A of the 3rd Amendment to the Original Declaration recorded at Montgomery County Records Deed 96-0814, Page A01 et seq.,

See Exhibit A of the 4th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0002, Page D03 et seq.,

See Exhibit A of the 5th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0141, Page C08 et seq.,

See Exhibit A of the 6th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0365, Page C12 et seq.,

See Exhibit A of the 7th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0814, Page B02 et seq.,

See Exhibit A of the 8th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0759, Page B10 et seq.,

See Exhibit A of the 9th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0852, Page C02 et seq.,

See Exhibit A of the 10th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0038, Page A07 et seq.,

See Exhibit A of the 11th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0189, Page B01 et seq.,

See Exhibit A of the 12th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0293, Page A01 et seq.,

See Exhibit A of the 13th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0392, Page C06 et seq.,

See Exhibit A of the 14th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0446, Page A03 et seq.,

See Exhibit A of the 15th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0534, Page A01 et seq.,

See Exhibit A of the 16th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0742, Page A01 et seq.,

See Exhibit A of the 17th Amendment to the Original Declaration recorded at Montgomery County Records Deed 99-361, Page B06 et seq.,

See Exhibit A of the 18th Amendment to the Original Declaration recorded at Montgomery County Records Deed 99-0789, Page B10 et seq.,

See Exhibit A of the 19th Amendment to the Original Declaration recorded at Montgomery County Records Deed 00-0366, Page A05 et seq.,

See Exhibit A of the 20th Amendment to the Original Declaration recorded at Montgomery County Records Deed 00-0827, Page A01 et seq.

EXHIBIT "B"

DESCRIPTION OF LAND
TO BE ACQUIRED FOR
SPRINGBROOKE CONDOMINIUMS FROM
JAMES G. KARRAS, ETAL.

See Exhibit B of the Original Declaration recorded at Montgomery County Records
Deed 96-0571.

EXHIBIT "C"

DRAWINGS

See Exhibit C of the Original Declaration recorded at Montgomery County Records Deed 96-0571 and at Plat Book 164, Pages 50 THRU 50D

See Exhibits C and D of the 1st Amendment to the Original Declaration recorded at Montgomery County Records Deed 96-0649, Page D01 et seq. and at Plat Book 165, Pages 19 thru 19A

See Exhibits C and D of the 2nd Amendment to the Original Declaration recorded at Montgomery County Records Deed 96-0649, Page D10 et seq. and at Plat Book 165, Pages 20 thru 20A

See Exhibits C, D, E, and F of the 3rd Amendment to the Original Declaration recorded at Montgomery County Records Deed 96-0814, Page A01 et seq. and at Plat Book 166, Pages 5 thru 5C

See Exhibits C, D, and E of the 4th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0002, Page D03 et seq. and at Plat Book 166, Pages 28 thru 28C

See Exhibits C, D, and E of the 5th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0141, Page C08 et seq. and at Plat Book 167, Pages 14 thru 14C

See Exhibits C and D of the 6th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0365, Page C12 et seq. and at Plat Book 168, Pages 13 thru 13B

See Exhibits C and D of the 7th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0814, Page B02 et seq. and at Plat Book 169, Pages 21 thru 21B

See Exhibits C and D of the 8th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0759, Page B10 et seq. and at Plat Book 170, Pages 4 thru 4B

See Exhibits C and D of the 9th Amendment to the Original Declaration recorded at Montgomery County Records Deed 97-0852, Page C02 et seq. and at Plat Book 170, Pages 18 thru 18B

See Exhibits C, D, E, and F of the 10th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0038, Page A07 et seq. and at Plat Book 170, Pages 40 thru 40C

See Exhibits C, D, E, and F of the 11th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0189, Page B01 et seq. and at Plat Book 171, Pages 23 thru 23D

See Exhibits C and D of the 12th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0293, Page A01 et seq. and at Plat Book 172, Pages 2 thru 2B

See Exhibits C and D of the 13th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0392, Page C06 et seq. and at Plat Book 172, Pages 22 thru 22B

See Exhibits C and D of the 14th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0446, Page A03 et seq. and at Plat Book 172, Pages 27 thru 27B

See Exhibits C and D of the 15th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0534, Page A01 et seq. and at Plat Book 172, Pages 43 thru 43B

See Exhibits C, D, E, and F of the 16th Amendment to the Original Declaration recorded at Montgomery County Records Deed 98-0742, Page A01 et seq. and at Plat Book 173, Pages 40 thru 40C

See Exhibits C and D of the 17th Amendment to the Original Declaration recorded at Montgomery County Records Deed 99-361, Page B06 et seq. and at Plat Book 175, Pages 53 thru 53B

See Exhibits C, D, and E of the 18th Amendment to the Original Declaration recorded at Montgomery County Records Deed 99-0789, Page B10 et seq. and at Plat Book 177, Pages 2 thru 2C

See Exhibits C and D of the 19th Amendment to the Original Declaration recorded at Montgomery County Records Deed 00-0366, Page A05 et seq. and at Plat Book 178, Pages 26 thru 26B

EXHIBIT "D"

PERCENTAGE OF INTEREST IN COMMON ELEMENTS

The percentage of interest of each Unit in the Common Elements for phases one thru nineteen of Springbrooke Condominium, pursuant to Article 12 of the Declaration are as follows:

BLDG.	UNIT TYPE	BONUS RM.	ADDRESS	PAR VALUE	PERCENTAGE OF INTEREST
Building 1					
Unit A	Arden	No	7101 Brookmeadow	.94	1.30%
Unit B	Dorsey	No	7105 Brookmeadow	1.00	1.39%
Unit C	Barclay	No	7109 Brookmeadow	1.10	1.52%
Building 2					
Unit A	Barclay	Yes	7121 Brookmeadow	1.13	1.57%
Unit B	Dorsey	No	7125 Brookmeadow	1.00	1.39%
Unit C	Barclay	Yes	7129 Brookmeadow	1.13	1.57%
Building 3					
Unit A	Barclay	Yes	7141 Brookmeadow	1.13	1.57%
Unit B	Dorsey	No	7145 Brookmeadow	1.00	1.39%
Unit C	Barclay	Yes	7149 Brookmeadow	1.13	1.57%
Building 4					
Unit A	Arden	No	2321 Donamere Cir.	.94	1.30%
Unit B	Dorsey	No	2325 Donamere Cir.	1.00	1.39%
Unit C	Barclay	No	2329 Donamere Cir.	1.10	1.52%
Building 5					
Unit A	Barclay	No	2341 Donamere Cir.	1.10	1.52%
Unit B	Carlton	No	2345 Donamere Cir.	1.00	1.39%
Unit C	Barclay	Yes	2349 Donamere Cir.	1.13	1.57%
Building 6					
Unit A	Barclay	Yes	2361 Donamere Cir.	1.13	1.57%
Unit B	Dorsey	No	2365 Donamere Cir.	1.00	1.39%
Unit C	Barclay	Yes	2369 Donamere Cir.	1.13	1.57%
Building 7					
Unit A	Arden	No	2381 Donamere Cir.	.94	1.30%
Unit B	Dorsey	No	2385 Donamere Cir.	1.00	1.39%
Unit C	Barclay	No	2389 Donamere Cir.	1.10	1.52%
Building 8					
Unit A	Arden	No	2398 Donamere Cir.	.94	1.30%
Unit B	Dorsey	No	2394 Donamere Cir.	1.00	1.39%
Unit C	Carlton	No	2390 Donamere Cir.	1.00	1.39%
Building 9					
Unit A	Arden	No	2378 Donamere Cir.	.94	1.30%

Unit B	Dorsey	No	2374 Donamere Cir.	1.00	1.39%
Unit C	Barclay	Yes	2370 Donamere Cir.	1.13	1.57%
Building 10					
Unit A	Dorsey	No	2358 Donamere Cir.	1.00	1.39%
Unit B	Carlton	No	2354 Donamere Cir.	1.00	1.39%
Unit C	Barclay	No	2350 Donamere Cir.	1.10	1.52%
Building 11					
Unit A	Arden	No	7201 Brookmeadow	.94	1.30%
Unit B	Essex	Yes	7205 Brookmeadow	1.10	1.39%
Unit C	Barclay	Yes	7209 Brookmeadow	1.13	1.57%
Building 12					
Unit A	Arden	No	7221 Brookmeadow	.94	1.30%
Unit B	Essex	Yes	7225 Brookmeadow	1.10	1.52%
Unit C	Barclay	No	7229 Brookmeadow	1.10	1.52%
Building 13					
Unit A	Barclay	Yes	7241 Brookmeadow	1.13	1.57%
Unit B	Essex	Yes	7245 Brookmeadow	1.10	1.52%
Unit C	Barclay	No	7249 Brookmeadow	1.10	1.30%
Building 14					
Unit A	Barclay	Yes	7251 Brookmeadow	1.13	1.57%
Unit B	Essex	Yes	7255 Brookmeadow	1.10	1.52%
Unit C	Arden	No	7259 Brookmeadow	.94	1.30%
Building 62	Walden	4(BR)	7266 Brookmeadow	1.40	1.94%
Building 63	Walden	4(BR)	7258 Brookmeadow	1.40	1.94%
Building 64	Walden	No	7250 Brookmeadow	1.37	1.90%
Building 65	Linley	Yes	7242 Brookmeadow	1.27	1.76%
Building 66	Walden	4(BR)	7234 Brookmeadow	1.40	1.94%
Building 67	Linley	Yes	7228 Brookmeadow	1.27	1.76%
Building 68	Walden	4(BR)	7222 Brookmeadow	1.40	1.94%
Building 69	Linley	No	7216 Brookmeadow	1.24	1.72%
Building 70	Walden	No	7210 Brookmeadow	1.37	1.90%
Building 71	Taylor	No	7204 Brookmeadow	1.30	1.80%
Building 72	Linley	Yes	7198 Brookmeadow	1.27	1.76%
Building 73	Walden	4(BR)	7190 Brookmeadow	1.40	1.94%
Building 74	Taylor	No	7182 Brookmeadow	1.30	1.80%
Building 75	Linley	No	7174 Brookmeadow	1.24	1.72%
Building 76	Walden	No	7166 Brookmeadow	1.37	1.90%
Building 77	Seville	No	7158 Brookmeadow	1.52	2.11%
Building 78	Walden	No	7150 Brookmeadow	1.37	1.90%
Building 79	Walden	No	7142 Brookmeadow	1.37	1.90%
Building 80	Taylor	No	7110 Brookmeadow	1.30	1.80%
Building 81	Linley	Yes	7180 Brookmeadow	1.27	1.76%
Building 82	Taylor	No	7060 Brookmeadow	1.30	1.80%

EXHIBIT "E"

ARTICLES OF INCORPORATION

See Exhibit E of the Original Declaration recorded at Montgomery County Records Deed 96-0571.

See the Articles of Incorporation filed with the Secretary of the State of Ohio on October 30, 1995 at Document ID 5316_1070.