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DECLARATION OF CONDOMINIUM PROPERTY

FOR

BAY SHORES CONDOMINIUM

I hereby certify that copies of the within Declaration, together with the drawings attached as an Exhibit thereto, have been filed in the office of the Auditor, Montgomery County, Ohio.

Dated: 8/1/97

By: A. J. Wagner  
Montgomery County Auditor

PLAT REFERENCE:

BOOK 168  
PAGE(S) 47, 47A, 47B, 47C

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# DECLARATION

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## DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

### RECITALS

A. Declarant is the owner in fee simple of the real property hereinbelow described, and it is its desire and intention to enable said real property, together with all building(s), structures, improvements and other permanent fixtures of whatsoever kind situated thereon, and all privileges belonging or in any way appertaining thereto, to be owned under and pursuant to that certain type of ownership commonly known as "Condominium", and to subject and submit such property to the provisions of Chapter 5311 of the Ohio Revised Code.

B. Declarant is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the Condominium Property or any part thereof, which shall be known as Bay Shores Condominium, certain easements and rights in, over and upon such Condominium Property, and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof.

C. Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring an interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration, and in the By-Laws of Bay Shores Condominium Association, Inc. attached hereto as Exhibit "C".

D. Declarant is also the owner of certain real property adjoining the real property submitted hereby and contemplates submitting such property to the provisions of this Declaration by an amendment or amendments hereto.

### DECLARATIONS

NOW, THEREFORE, Declarant hereby makes the following Declaration as to the covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns.



**ARTICLE I**  
**DEFINITIONS**

- 1.01 **General** The following terms used in the Declaration and By-Laws are defined as hereinafter set forth.
- 1.02 **Additional Property** shall mean adjacent or adjoining property which is described in Exhibit "D" attached hereto, EXCEPTING THEREFROM, the property described in Exhibit "A" attached hereto, and which, together with improvements thereon, may be added in the future to the Condominium.
- 1.03 **Agent** shall mean any person who represents or acts for or on behalf of the Developer in selling or offering to sell a Condominium Ownership Interest, but shall not include an attorney-at-law whose representation of another person consists solely of rendering legal services.
- 1.04 **Amendment and/or Amendments** shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any other Exhibits thereto.
- 1.05 **Articles and/or Articles of Incorporation** shall mean the articles, filed with the Secretary of State of Ohio, incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.
- 1.06 **Association** shall mean Bay Shores Condominium Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.
- 1.07 **Board of Managers** shall mean those persons who as a group serve as the board of trustees of the Association.
- 1.08 **By-Laws** shall mean the By-Laws of the Association, which are attached as Exhibit "C" as the same may be lawfully amended from time to time, created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.
- 1.09 **Common Areas and/or Common Areas and Facilities** shall mean all the Condominium Property except that which is specifically defined and referred to as a Unit.
- 1.10 **Common Assessments** shall mean the assessments charged proportionately on the basis of Percentage of Ownership against all Units for common purposes.
- 1.11 **Common Expenses** shall mean those expenses designated as such by Chapter 5311 of the Ohio Revised Code, or in accordance with the provisions of the Declaration, or both.
- 1.12 **Common Losses** shall mean the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

1.13 Common Profits shall mean the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Areas, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

1.14 Common Surplus shall mean the amount by which Common Assessments collected during any period exceeds Common Expenses.

1.15 Condominium shall mean Bay Shores Condominium, the condominium regime for the Condominium Property created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

1.16 Condominium Development shall mean a Condominium Property in which two (2) or more individual Units together with their undivided interests in the Common Areas are offered for sale pursuant to a common promotional plan.

1.17 Condominium Instruments shall mean the Declaration, the Drawings and By-Laws attached as Exhibits thereto, any contract pertaining to the management of the Condominium Property, and all other documents, contracts or instruments establishing ownership or exerting control over the Condominium Property or a Unit.

1.18 Condominium Ownership Interest shall mean a fee simple estate or a ninety-nine (99) year leasehold estate, renewable forever in a Unit, together with its appurtenant undivided interest in the Common Areas.

1.19 Condominium Property shall mean land, all buildings, improvements and structures on the land, all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Ohio Revised Code by this Declaration and any Amendment.

1.20 Control Period shall mean a period of time five (5) years from the date on which this Declaration is Recorded or a period of time until seventy-five percent (75%) of the Condominium Ownership Interests have been sold and conveyed, whichever first occurs. For purposes hereof, the percentages of Condominium Ownership Interests sold and conveyed by Declarant shall be determined by comparing the Condominium Ownership Interests sold and conveyed, to the total number of Condominium Ownership Interests created and which may be created pursuant to the provisions of the Declaration.

1.21 Conversion Condominium Development shall mean a Condominium Development that was originally operated as a rental property occupied by tenants prior to the time that the Condominium Property is or was submitted to the provisions of Chapter 5311 of the Ohio Revised Code and the Units are offered for sale.

1.22 Declarant shall mean Charles V. Simms Development Corporation, an Ohio corporation, its successors and assigns.

1.23 Declaration shall mean the instrument by which the property hereinafter described is submitted to the provisions of Chapter 5311 of the Ohio Revised Code and any and all Amendments.

- 1.24 **Detention Area** shall mean the detention areas which are located on the Condominium Property as depicted on a Recorded plat, together with any improvements thereon.
- 1.25 **Developer** shall mean the Declarant, any successor to the Declarant who stands in the same relation to the Condominium Property as the Declarant, and any person who directly or indirectly sells or offers for sale a Condominium Ownership Interest.
- 1.26 **Development Period** shall mean a period of time seven (7) years from the date on which this Declaration is Recorded.
- 1.27 **Drawings** shall mean those drawings, as the same may be lawfully amended from time to time, which are attached as Exhibit "B".
- 1.28 **Exhibit** shall mean any document or instrument attached to the Declaration.
- 1.29 **Garage Unit** shall mean a Unit designated by the Declaration as a Garage Unit intended for the parking and storage of automobiles and purposes incidental thereto and general storage purposes.
- 1.30 **Insurance Trustee** shall mean any bank located in Montgomery County, Ohio with trust powers and total assets in excess of Fifty Million Dollars (\$50,000,000.00) which has been selected by the Association pursuant to the provisions of the Declaration.
- 1.31 **Limited Common Areas and/or Limited Common Areas and Facilities** shall mean and include those Common Areas designated in this Declaration and in an Amendment as reserved for the use of a certain Unit or Units to the exclusion of the other Units.
- 1.32 **Majority of Unit Owners** shall mean those Unit Owners holding fifty-one percent (51%) of the voting power of the Association.
- 1.33 **Managing Agent** shall mean a manager or managing agent retained or employed by the Association pursuant to the provisions of the Declaration.
- 1.34 **Member** depending on its context, shall mean a Unit Owner that is subjected hereto and/or a member of the Association.
- 1.35 **Percentage of Ownership** shall mean the ownership interest of each Unit in the Common Areas as set forth in the Declaration.
- 1.36 **Person** shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.37 **Quorum** shall mean the presence in person or by proxy of a Majority of Unit Owners.
- 1.38 **Recorded** shall mean the recording with the Recorder of Montgomery County, Ohio.

1.39 Residential Unit shall mean a Unit designated by the Declaration as a Residential Unit intended for the use and occupancy of a person or persons as a residence.

1.40 Rules and Regulations shall mean those rules and regulations as may be amended from time to time adopted by the Board of Managers.

1.41 Special Individual Unit Assessment shall mean an assessment levied or charged by the Board of Managers against a Unit or Units pursuant to the provisions of the Declaration which provides that a particular Unit or Units may be responsible for expenses, charges or costs which are not chargeable or assessable against all Units in the Condominium.

1.42 Unit shall mean a part of the Condominium Property consisting of one or more rooms on one or more floors of a building(s) which are designated a Unit by this Declaration or Amendment thereto and are delineated on the Drawings and in the Drawings attached to an Amendment. Unless otherwise specified such term shall include both Residential Units and Garage Units.

1.43 Unit Owner shall mean a Person who owns a Condominium Ownership Interest in a Unit.

## ARTICLE II

### NAME, PURPOSE AND ADMINISTRATION

2.01 Name. The Condominium Property shall be known as Bay Shores Condominium.

2.02 Purpose. The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and for no other purpose; provided, however, that Declarant or its agents may use one or more of the Units for sales, promotional, development, construction and office purposes.

2.03 Administration. The Condominium Property shall be administered in accordance with the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Each Unit Owner, tenant or occupant of a Unit shall comply with the provisions of the Declaration, the By-Laws and the Rules and Regulations together with the decisions and resolutions of the Board of Managers.

## ARTICLE III

### LEGAL DESCRIPTION OF PREMISES

3.01 Legal Description. The real property subject to this plan for condominium ownership is described in Exhibit "A" attached hereto.

**ARTICLE IV**  
**DESCRIPTION AND LOCATION OF BUILDING(S)**

**4.01**     **General.** Unless or until amended, the following building(s) are located on the Condominium Property. These building(s) are generally described as follows:

- (a) Building No. 2 is two (2) stories in height containing a total of eight (8) Residential Units.
- (b) Building A is one (1) story in height containing a total of four (4) Garage Units.

**4.02**     **Specific.** All of the building(s) are constructed on block or poured concrete walls, with frame exterior walls, some brick veneer, stucco and siding, windows, a wood truss roof with asphalt shingle or wood covering, wood floor joints, wall studs and drywall. A specific graphic description of the building(s) is set forth in the Drawings.

**4.03**     **Location.** The building(s) have access to Captiva Bay Drive, a private roadway with direct access to Spring Valley Pike, a public roadway.

**ARTICLE V**  
**DESCRIPTION OF UNITS**

**5.01**     **General.** Each of the Units within this Declaration, or any additional Units brought within the provisions of the Declaration by an Amendment shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each such Unit, to constitute a complete enclosure of space, the dimensions, layouts and descriptions of each such Unit being shown on the Drawings and in the Drawings attached to an Amendment and including without limitation:

- (a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material(s) applied to the interior surface of such perimeter walls, floors and ceilings;
- (b) All windows, screens and doors, including the frames, sashes and jams and the space occupied thereby;
- (c) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building(s) or from the point of disconnection of utility pipes, lines or systems serving the entire building(s) or more than one Unit thereof, whichever may be applicable;
- (d) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

- (e) All interior walls, floors and ceilings;
- (f) All plumbing, electric, heating, security, alarm, vacuum, cooling and other utility lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit.

But excepting therefrom, all plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts or conduits which are located within the bounds of a Unit but which do not exclusively serve such Unit.

**5.02 Type of Residential Units.** There are several different types of Residential Units which are generally described as follows:

- (a) Sandpiper is a one (1) story flat containing approximately 1,020 square feet.
- (b) Reef is a one (1) story flat containing approximately 1,278 square feet.

**5.03 Designation of Residential Units by Type.** The following is a listing of the Residential Units by their type:

<u>Unit No.</u>	<u>Type</u>
9433, 9435, 9437, 9439	Sandpiper
9429, 9431, 9441, 9443	Reef

**5.04 Residential Unit Room Configurations.** Room configurations for a particular Residential Unit are set forth in the Drawings for a particular Residential Unit.

**5.05 Garage Units.** The Garage Units are approximately 200 square feet and consist of the following:

- (a) Units A-1 through A-4 inclusive in Garage Building A.

## ARTICLE VI DESCRIPTION OF COMMON AREAS

**6.01 General.** The entire balance of the land and improvements thereon, including but not limited to all buildings, foundations, roofs, main and supporting walls, patios, decks, balconies, driveways, parking areas, recreational facilities, detention ponds, trees, lawns, stoops, wires, conduits, utility lines and ducts, now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas.

6.02 Easements. The Common Areas shall include and be subject to any easements granted or reserved on the Condominium Property.

6.03 Status. All Common Areas included in the Condominium subjected by the Declaration and any Amendment are fully installed, completed and in operation for the use of the Unit Owners.

## ARTICLE VII

### DESCRIPTION OF LIMITED COMMON AREAS

7.01 General Uses. All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts and conduits which serve only one (1) Unit shall be Limited Common Areas for the exclusive use of the Unit served thereby.

7.02 Specific Uses. The areas hereinafter described, included within the Common Areas appurtenant to a Unit, are deemed Limited Common Areas designated as reserved for the exclusive use of the appurtenant Unit or Units as hereinafter set forth.

- (a) The patios and decks are designated as Limited Common Areas for the Unit adjoining such patio and deck.
- (b) The entranceways, stairways and stoops are designated as Limited Common Areas for the Unit(s) adjoining such entranceway, stairway and stoop.
- (c) The air conditioning pad, compressor, duct and conduits thereto are designated as Limited Common Areas for the Unit being serviced by such equipment.
- (d) Those additional areas shown, delineated and designated on the Drawings as Limited Common Areas for a particular Unit or building(s) are designated as Limited Common Areas for such Unit or Units within such building(s).

## ARTICLE VIII

### USE OF COMMON AREAS

8.01 General. Each Unit Owner shall own an undivided interest in the Common Areas as a tenant in common with all other such Unit Owners and, except as otherwise limited in this Declaration and in the By-Laws, shall have the right to use the Common Areas for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses as permitted by this Declaration and the By-Laws, including the non-exclusive, perpetual easement, together with other Unit Owners to the use and enjoyment of the Common Areas and for ingress and egress to and from their respective Units, which right shall be appurtenant to and shall run with his Unit.

ARTICLE IX  
OWNERSHIP OF COMMON AREAS

9.01 Percentage of Ownership. Unless or until amended, the Percentage of Ownership of the Common Areas attributable to the ownership interest in each Unit and for the division of Common Profits, Common Surplus and Common Expenses, is as follows:

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	2.00	9433	10.21
A-2	2.00	9435	10.21
A-3	2.00	9437	10.21
A-4	2.00	9439	10.21
9429	12.79	9441	12.79
9431	12.79	9443	12.79

9.02 Computation. Each Unit's Percentage of Ownership as herein set forth was determined by comparing the square footage of such Unit to the total square footage of all of the Units on the date when this Declaration is Recorded, or stated in another way, the Percentage of Ownership of a particular Unit is equal to a fraction, the numerator of which is the square footage of such Unit and the denominator of which is the total square footage of all of the Units.

9.03 Amendment. Except as specifically provided for in this Declaration, the Percentage of Ownership as herein set forth shall not be altered except by an Amendment unanimously approved by all Unit Owners.

ARTICLE X  
REGULATION OF COMMON AREAS

10.01 General. The Board of Managers may by majority vote adopt reasonable Rules and Regulations and may amend the same which the Board of Managers may deem advisable for the maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Condominium Property. Written notice of the Rules and Regulations and copies thereof shall be made available to all Unit Owners and occupants of the Condominium Property.

10.02 Penalties and Fines. The Rules and Regulations may establish reasonable fines and penalties for violations of such Rules and Regulations. Any such fines and penalties shall be considered a Special Individual Unit Assessment against the Unit for which it is imposed or charged.

10.03 Conflict. In the event of any conflict between the Rules and Regulations and the provisions of the Declaration and/or By-Laws, the provisions of the Declaration and/or By-Laws shall govern.



ARTICLE XI -  
RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

11.01 Obstruction of Common Areas. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Managers, except as hereinafter expressly provided.

11.02 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on the building(s) or contents thereof applicable for residential use, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the building(s) or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas.

11.03 Exterior Surfaces of Building(s). Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna or receiving dish or disk shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent on the Board of Managers, other than those originally provided by Declarant.

11.04 Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except that dogs, cats or other household pets may be kept in Residential Units subject to the Rules and Regulations, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon three (3) days written notice from the Board of Managers.

11.05 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

11.06 Impairment of Structural Integrity of Building(s). Nothing shall be done in any Unit or in, on, or to the Common Areas which will impair the structural integrity of the building(s) or which would change the building(s).

11.07 Laundry or Rubbish in Common Areas. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

11.08 Lounging or Storage in Common Areas. There shall be no playing, lounging, parking of campers or boats, inoperable vehicles, trucks, motorcycles, baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas except in accordance with the Rules and Regulations.

11.09 **Prohibited Activities.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property. The right is reserved by the Declarant or his agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Unit. In addition, the right is hereby given to the Association or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

11.10 **Alteration of Common Areas.** Nothing shall be altered, constructed in, or removed from the Common Areas except as hereinafter provided, and except upon the written consent of the Board of Managers. The Board of Managers may delegate their authority hereunder to an architectural review committee.

11.11 **Rental.** The respective Unit shall not be rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services. Other than the foregoing obligations, and subject to the Rules and Regulations, the Unit Owners shall have the right to lease the same, provided that said lease is in writing and is made subject to the covenants and restrictions in this Declaration.

11.12 **Garage Units.** The Garage Units shall not be used for any residence or office purposes other than for the parking or storage of automobiles or purposes incidental thereto or general storage purposes.

11.13 **Declarant.** Notwithstanding any of the above, the Declarant may do what is reasonably necessary to complete the additional building(s) and improvements on the Additional Property, including the storage of construction materials, construction office on location, and what is reasonably necessary to promote and sell the Units thereon constructed.

## ARTICLE XII UNIT OWNERS' ASSOCIATION

12.01 **General.** Declarant formed the Association to administer the Condominium Property. The Association shall be governed by this Declaration and the By-Laws. A Board of Managers and the officers of the Association elected as provided in the By-Laws shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, the By-Laws and by this Declaration, upon the Association, except as otherwise specifically provided; provided however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

**12.02**     Membership in the Association. Membership in the Association is limited to Unit Owners. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a Member. Such membership shall terminate upon the sale or other disposition by such Member of his Condominium Ownership Interest, at which time the new Unit Owner shall automatically become a Member. Declarant shall be a Member as long as it retains title to any Unit.

**12.03**     Voting Rights. There shall be one (1) vote for each of the Residential Units comprising the Condominium Property. There are no votes for Garage Units. The Unit Owner or Unit Owners of each Residential Unit shall be entitled to one (1) vote for their Residential Unit. In the event a Residential Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Unit Owners, the voting rights of such Residential Unit shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise own individual interests in a Residential Unit, each may exercise the proportion of the voting power of all the owners of the Residential Unit that is equivalent to his proportionate interest in the Residential Unit.

**12.04**     Service of Process. The person to receive service of process for the Association shall be the president of the Association. Until such time as a president is elected, service may be made upon Hans H. Soltau, 6776 Loop Road, Centerville, Ohio 45459.

**12.05**     First Meeting of Association. A first meeting of the Association shall be held no later than the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by the Declarant. The purpose of such meeting shall be to elect two (2) members to the Board of Managers from Unit Owners, other than Declarant.

**12.06**     Declarant's Rights. During the Control Period, the powers, rights, duties and functions of the Association shall be exercised by a Board of Managers selected by the Declarant; provided however, that no later than the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by Declarant, two (2) members shall be elected by the Unit Owners, other than Declarant.

**12.07**     Computation. For purposes of the preceding, the percentages of Condominium Ownership Interests sold and conveyed by Declarant shall be determined by comparing the Condominium Ownership Interests sold and conveyed to the total number of Condominium Ownership Interests created and which may be created pursuant to the provisions of the Declaration.

**12.08**     Turnover. Within thirty (30) days after the expiration of any period during which the Developer exercises control over the Association pursuant to the provisions of the Declaration, the Association shall meet and elect all members of the Board of Managers and all other officers of the Association. The persons so elected shall take office immediately after such election. After said meeting, the Declarant shall deliver to such Board of Managers or officers, correct and complete books and records of account as provided by the By-Laws and Section 5311.09(A) of the Ohio Revised Code.

12.09 **Contract Limitations.** Any contract entered into by the Declarant prior to the time it releases or relinquishes control of the Association shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for the purpose of turning over control of the Association.

12.10 **Limitations.** The Association shall have no authority to pay for out of its maintenance fund any capital additions and improvements having a total cost in excess of Two Thousand Dollars (\$2,000.00), unless it is for the purpose of replacing or restoring portions of the Common Areas. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring any expenditure in excess of Two Thousand Dollars (\$2,000.00), without in each case, the prior approval of a Majority of Unit Owners.

12.11 **No Active Business to be Conducted for Profit.** Nothing contained in this Declaration or in the By-Laws shall be construed to give the Association authority to conduct active business for profit on behalf of the Unit Owners.

12.12 **Delegation of Duties.** The Board of Managers may and has the authority to delegate to persons, firms or corporations of its choice, such duties and responsibilities of the Association as it may from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

12.13 **Special Services.** The Board of Managers may arrange for the providing of any special services and facilities for the benefit of any Unit Owners that may desire to pay for the same. Fees or charges for such special services and facilities shall be determined by the Board of Managers and will be charged directly to the participating Unit Owners.

### ARTICLE XIII

#### AMENDMENT OF DECLARATION AND BY-LAWS

13.01 **General.** Unless otherwise specifically provided for herein, this Declaration and the By-Laws may be amended only upon the affirmative vote of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Any Amendment must be Recorded. Such Amendment must be executed with the same formalities as this Declaration and must refer to the microfiche number in which this Declaration and its attached Exhibits are Recorded.

13.02 **Mortgage or Mortgagee.** Any Amendment which adversely affects the value, priority or the security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F.N.M.A. if required by such mortgagee. Any Amendment affecting language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

13.03 **Declarant's Rights.** Any Amendment affecting any rights granted or reserved to the Declarant by the Declaration or By-Laws shall require the written consent of the Declarant.

13.04 **Limited Declarant's Right.** In addition to any other rights granted Declarant in this Declaration, the Declarant shall have and hereby reserves the right and power, and each Unit Owner by the acceptance of a deed is deemed to and does give, grant and confer to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to the Unit and is irrevocable during the Control Period to amend this Declaration, the By-Laws or any other Exhibits hereto and to execute any and all documents deemed necessary or desirable by Declarant to conform to its development plans, or requirements of any lending institution, or to correct scrivener or typographical mistakes or drafting inconsistencies.

13.05 **Prohibition.** This Declaration may not be amended to create any type of first refusal upon the sale, lease or other disposition of a Unit and any Unit Owner may transfer his Unit free of any such restriction or attempt.

#### ARTICLE XIV

#### MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

14.01 **Association.** Except as otherwise provided herein, management, maintenance, repairs, alterations and improvements of the Common Areas shall be the responsibility of the Association. The Association shall specifically be responsible for the maintenance of the Detention Areas and improvements associated therewith including the lights.

14.02 **Delegation to Managing Agent.** The Association may delegate all or any portion of its authority to discharge its responsibility to a Managing Agent, subject to the limitations that:

- (a) Any such delegation be by a written contract with a term of no longer than one (1) year in duration;
- (b) That any such contract be terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties;

14.03 **Mortgagee.** A Managing Agent may be required by any lending institution holding first mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold first mortgages on over fifty-one percent (51%) of the Units. The Association shall provide such mortgagee or mortgagees as the case may be, with a copy of any management agreement entered into by the Association and a Managing Agent.

14.04 **Unit Owner.** The responsibility of each Unit Owner shall be as follows:

- (a) To maintain, repair and replace, at his expense, all portions of his Unit and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and which exclusively serve such Unit.

- (b) To maintain, repair and replace, at his expense those areas or items which are designated by this Declaration as Limited Common Areas for the exclusive use of such Unit Owner.
- (c) To maintain, repair and replace the springs, tracks or any other mechanism relating to the garage doors in a Garage Unit, including without limitation, any garage door opener and the mechanisms associated therewith whether installed by the Developer or Unit Owner.
- (d) To maintain, repair and replace, at his expense, all portions of the Common Areas which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such Owner.
- (e) To perform his responsibilities in such a manner so as not to unreasonably disturb other persons residing within the Condominium Property.
- (f) To promptly report to the Association or its Managing Agent any defect or need for repairs, the responsibility of which is with the Association.
- (g) Not to make any alterations in the portions of the Unit or the building(s) which are to be maintained by the Association or remove any portion thereof or make any addition thereto, or do anything which would or might jeopardize or impair the safety or soundness of the building, without first obtaining the written consent of the Board of Managers and of the Unit Owner or Unit Owners of whose benefit such easement exists.

**14.05 Exterior Surfaces.** Any exterior maintenance, repair or replacements to be performed by a Unit Owner shall be subject to the prior approval of the Board of Managers or its delegated committee. The Board of Managers may adopt guidelines or other criteria setting forth standards for such maintenance, repair or replacement. Pursuant to such standards, the Board of Managers or its committee may require that only certain types and/or manufacturers be used for replacements to the exterior surfaces in order to assume conformity.

**14.06 Failure to Maintain.** In the event a Unit Owner shall fail to maintain his Limited Common Area to such extent that in the opinion of the Board of Managers the conditions require maintenance, repair or service for purposes of protecting the public safety or residents in or visitors to the Condominium, or in order to prevent or avoid damage or destruction of any part, portion or aspect of the value thereof, the Association shall have the right, upon approval of the majority of the Board of Managers, to enter upon that Limited Common Area and maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a Special Individual Unit Assessment chargeable to such Unit.

**14.07 Construction Defects.** The obligation of the Association and of the Unit Owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure

any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or the Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

**14.08**     Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of a construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing his obligations hereunder.

## **ARTICLE XV** **EASEMENTS**

**15.01**     Encroachments. In the event that by reason of the construction, settlement or shifting of a building(s) or by reason of the partial or total destruction and rebuilding of a building, any part of a building(s) presently encroaches or shall hereafter encroach upon any part of the Common Areas, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to a Unit Owner to use or occupy for formal uses and purposes any portions of the Common Areas consisting of unoccupied space within a building(s) and adjoining his Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit, presently encroaches or shall hereafter encroach upon any part of any Unit, then 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 such Unit and the Common Areas as the case may be, so long as all or any part of a building(s) containing such Unit shall remain standing; provided however, that no valid easement for any encroachment shall be created in favor of the Unit Owner of any Unit or in favor of the Common Areas, if such encroachment is caused by the willful conduct of said Unit Owner.

**15.02**     Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through all of the Condominium Property, including each Unit, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair and restoration, provided that exercise of this easement, as it affects the individual Units, shall be at reasonable times with reasonable notice to the individual Unit Owners. Any damage resulting to a particular Unit through the provisions of this Article shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

**15.03**     Easements Through Walls Within Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace the pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of the Units, whether or not such walls be in whole or in part within the Unit boundaries. The Unit Owner shall have the permanent right and easement to and through the Common Areas and walls for the use of water, sewer, power, television antenna and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls

of the Unit. Any damage resulting to a particular Unit as a result of the easement herein granted to the Association, shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

**15.04 Easements for Certain Utilities and Cable Television.** The Association may hereafter grant easements on behalf of Unit Owners to entities for utility and cable television purposes for the benefit of the Condominium Property.

**15.05 Easements for Construction.** Declarant hereby reserves for itself a right and easement to enter upon the Common Areas to do all things necessary to complete construction and to complete development of the Condominium Property, including the Additional Property.

**15.06 Tie-In Easements.** Declarant reserves the right and easement over, on and under the Common Areas to use, tie into and extend all existing utility lines for purposes of serving the Additional Property during the period in which it has the right to add the Additional Property.

**15.07 Service Easements.** An easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all other similar persons and to the local governmental authorities, but not the public in general, to enter upon the Common Areas in the performance of their duties.

**15.08 Water Easement.** The Association shall have a right and easement to the exterior water taps or faucets of any Unit for the purpose of watering any Common Area landscaping; provided however, that such use shall be reasonable and the Association shall reimburse the Unit Owner for any excessive use of water.

**15.09 Emergency Easement.** The Association and its Managing Agent shall have a right of entry and easement to any Unit in the case of an emergency originating in or threatening such Unit, whether the Unit Owner is present at the time or not.

**15.10 Additional Property Easement.** Declarant hereby reserves a right to grant and/or reserve an easement for ingress and egress over and through the Common Areas for itself and for the benefit of any subsequent owner or owners or part of all of the Additional Property.

**15.11 Consent to Easements.** Each Unit Owner hereby grants and the transfer of title to a Unit Owner shall be deemed to grant the Declarant an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant in this Article.

**15.12 Easements Shall Run With Land.** All easements and rights herein described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns and any owner, purchaser, mortgagee and any other person having an interest in the Condominium Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration in any deed or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easements, but same shall be deemed conveyed or encumbered along with the Unit.



ARTICLE XVI  
HAZARD INSURANCE

**16.01**     **Fire and Extended Coverage Insurance.** The Association shall obtain and maintain for the benefit of all Unit Owners and mortgagees, insurance on all building(s), structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", with no co-insurance and in an amount not less than one hundred percent (100%) of the replacement value thereof. In the event such policy contains co-insurance provisions, such policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of and the proceeds thereof shall be payable to the Association for each of the Unit Owners and mortgagees for the purposes set forth herein, in accordance with the Percentage of Ownership. Said policy shall be issued by a generally acceptable carrier acceptable to lenders, first mortgagees and their insurers or guarantors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in installed fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement value thereof, and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner as hereinafter permitted.

**16.02**     **Prohibition.** No Unit Owner may purchase an individual policy of fire and extended coverage insurance for his Unit or his interest in the Common Areas as real property. If irrespective of this prohibition a Unit Owner purchases an individual policy insuring such Unit or interest, said Unit Owner shall be responsible to the Association for any loss or expense that such policy may cause in adjusting the Association's insurance and such amount of loss shall be a lien on his Unit and enforced in the manner provided for in the Declaration.

**16.03**     **Certificates and Notice of Cancellation.** Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than thirty (30) days prior to any expiration or cancellation of such coverage to any mortgagee or mortgagees of any Unit.

**16.04**     **Subrogation.** Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his family, his tenant or other occupant of the Condominium Property, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

**16.05**     **Mortgagee's Rights.** If the required insurance coverage under this Article ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association, shall bear interest at a per annum rate two percent

(2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property, and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by an assessment against all Unit Owners and shall not require a vote of the Members, anything to the contrary in this Declaration notwithstanding.

**16.06**     Sufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided however, that in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to the provisions of the Declaration, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

**16.07**     Insufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction thereof, unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to the provisions of the Declaration, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of all the Unit Owners in the same proportions in which they shall own the Common Areas. Should any Unit Owner refuse or fail, after reasonable notice, to pay his share of such cost in excess of available insurance proceeds, the excess shall be assessed to such Unit Owner and such assessments shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

**16.08**     Procedure for Reconstruction or Repair. Immediately after a casualty causing damage to any portion of the Condominium Property the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Managers deems necessary.

**16.09**     Construction Funds. The insurance proceeds and the sums received by the Association from the collection of assessments against Unit Owners on account of such casualty shall be considered a special construction fund to be disbursed by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

**16.10**     Adjustment. Each Unit Owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under the insurance policies referred to in the Declaration.

16.11 **Non-Restoration of Damage or Destruction.** In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Units, 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 repair or restore such damage or destruction; provided the consent of the holders, insurers or guarantors of first mortgages on over fifty-one percent (51%) of the Units has been first obtained. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition by any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, 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 Percentage of Ownership. No Unit Owner shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

16.12 **Deductible.** Any amounts paid by the Association on the account of any insurance claim shall be a Special Individual Unit Assessment against the Unit for which such claim was presented.

## ARTICLE XVII INSURANCE TRUSTEE

17.01 **General.** At the option of the Declarant, or upon the written request by any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units, the Association shall select an Insurance Trustee for the purposes herein set forth.

17.02 **Selection Prior to a Loss.** If such selection is prior to any loss, the Association shall make all insurance policies under the Declaration payable to such Insurance Trustee for and on behalf of each of the Unit Owners and mortgagees for the purposes set forth in the Declaration in accordance with the Percentage of Ownership. All insurance policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

17.03 **Selection After a Loss.** If such selection of an Insurance Trustee is after a loss, the Association shall pay over to the Insurance Trustee any funds received under such insurance policies and resulting from any assessments against the Unit Owners. Said funds are to be held by the Insurance Trustee in accordance with the provisions hereof.

17.04 **Non-Liability.** The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their respective mortgagees.

**17.05 Procedure for Reconstruction or Repair if an Insurance Trustee Has Been Selected.** The insurance proceeds and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses, but not more frequently than once in any calendar month. Said Insurance Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work who shall be selected by the Association, setting forth: (a) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate; (b) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialman's or similar lien arising from such work; and (c) that the cost, as estimated by the person signing such certificate, of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

**17.06 Reliance.** The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

## ARTICLE XVIII

### LIABILITY AND OTHER INSURANCE

**18.01 Liability Insurance.** As a Common Expense, the Association shall insure itself, the Board of Managers, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in the 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 destruction of property occurring upon, in or about, or arising from the Common Areas; such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident.

**18.02**     Prohibition. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas appertaining thereto.

**18.03**     Insufficient Liability Insurance. In the event that the proceeds of any liability policy be insufficient, any deficit shall be charged to all Unit Owners as a Special Individual Unit Assessment.

**18.04**     Other Insurance. The Association shall also obtain such additional insurance as the Board of Managers considers necessary, including without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association.

**18.05**     Amount of Fidelity Coverage. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal the sum of three (3) months Common Assessments, together with the reserve funds, if any.

**18.06**     Notice of Cancellation or Substantial Changes. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least thirty (30) days prior to such cancellation or substantial change.

**18.07**     Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually by the Board of Managers.

## ARTICLE XIX

### REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

**19.01**     General. 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 the same renewed and rehabilitated. The Board of Managers shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit, subject to such liens and encumbrances, to the President of the Association as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board of Managers cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three (3) appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board of Managers and the third of which shall be appointed by the first two appraisers.

## ARTICLE XX

### REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

20.01 **Abatement and Enjoinment.** The violation of any restriction or condition or regulation adopted by the Board of Managers, or the breach of any covenant or provision contained in this Declaration or in the By-Laws shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this section: (a) to enter upon the land or Unit portion thereof upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws and the Board of Managers, or its Managing Agent, shall not be thereby deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

20.02 **Involuntary Sale.** If any Unit Owner, either by his own conduct or by the conduct of any other occupant of his Unit, shall violate any of the covenants or restrictions or provisions of this Declaration, or of the By-Laws, or the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board of Managers against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of the defaulting Unit Owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Unit Owner in the property shall be sold, subject to the lien of any existing mortgage, at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, masters or commissioner's fees, and all other expenses of the proceedings, and all such items shall be taxes against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, other than that of the first mortgage, may be paid to the Unit Owner. Upon the confirmation of such sale the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale and the decree shall so provide that the purchaser shall take the interest in the property sold subject to this Declaration.

20.03 **Civil Action.** Declarant, Developer, Agent, Unit Owner, or any person entitled to occupy a Unit of a Condominium Property is liable in a civil action for damages caused to any person by his failure to comply with any lawful provision of the Condominium Instruments. Any interested person may commence an action for

a declaratory judgment to determine his legal relations under the Condominium Instruments or to obtain an injunction against a Declarant, Developer, Agent, Unit Owner, or person entitled to occupy a Unit who refuses to comply, or threatens to refuse to comply, with any provision of the instruments. One or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of the Condominium Instruments may, if necessary to carry out their purposes, be enforced against the Condominium Property or any person who owns or has previously owned any interest in the Condominium Property.

**20.04**     **Proper Party.** An action by the Association under this Article may be commenced by the Association in its own name or in the name of its Board of Managers or in the name of its Managing Agent.

**ARTICLE XXI**  
**ASSESSMENTS AND LIEN OF ASSOCIATION**

**21.01**     **General.** Assessments for the maintenance, repair and insurance of the Common Areas 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 in the By-Laws. Such assessments are the personal obligation of a Unit Owner together with any costs and/or expenses, including reasonable attorney's fees incurred by the Association in any foreclosure or collection action.

**21.02**     **Division of Common Profits and Common Expenses.** The proportionate shares of the separate Unit Owners of the respective Units for the Common Profits and Common Expenses of the operation of the Condominium Property shall be in accordance with their Percentage of Ownership.

**21.03**     **Non-Use of Facilities.** No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

**21.04**     **Acceleration and Late Charges.** If any assessments are not paid within ten (10) days after the same has become due, the Board of Managers, at its option, without demand or notice, may: (a) declare the assessment and if a monthly assessment such monthly assessment plus all monthly assessments remaining on the then current budget, immediately due and payable; and (b) charge a late charge not to exceed \$20.00 and/or interest on any unpaid balance at a rate equal to two percent (2%) above prime as being charged by Bank One, Dayton, NA or any successor thereof.

**21.05**     **Lien of Association.** The Association shall have a lien upon the estate or interest in any Unit and its Percentage of Ownership in the Common Areas for the payment of any delinquent assessments chargeable against such Unit. At any time after such delinquency, a certificate of lien for all or any part of the unpaid assessments, including late charges, interest and if monthly assessments are delinquent, then the remaining unpaid monthly assessments under the then current budget may be Recorded pursuant to authorization given by the Board of Managers. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record Unit Owner(s) thereof, and the amount of the delinquency, and shall be signed by the President of the Association.

**21.06 Term and Validity of Lien.** The lien provided for in the preceding Section shall remain valid for a period of five (5) years from the date of filing, unless sooner released or satisfied, in the same manner provided by law in the state of Ohio for the release and satisfaction of mortgages or real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

**21.07 Priority of Association's Lien.** The lien provided for in the preceding Section is prior to any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President, pursuant to authority given to him by the Board of Managers. In the foreclosure action the Unit Owner shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action the Association, duly authorized by action of its Board of Managers, is entitled to become a purchaser at the foreclosure sale.

**21.08 Special Individual Unit Assessment.** Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense, including without limitation filing fees and/or attorney's fees, for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission or failure to pay assessments or comply with the provisions of the Declaration or Rules and Regulations of and by any Unit Owner or his invitees or lessees, such cost or expense shall be borne by such Unit Owner and not by the Association, and if paid by the Association, shall be paid or reimbursed to the Association by such Unit Owner as a Special Individual Unit Assessment forthwith upon the Association's demand.

**21.09 Dispute as to Common Expenses.** Any Unit Owner who believes that the portion of Common Expenses chargeable to his Unit for which a certificate of lien has been filed by the Association has been improperly charged against him or his Unit may commence an action for the discharge of such lien in the Court of Common Pleas for Montgomery County, Ohio.

**21.10 Non-Liability of Mortgagee for Past Due Common Expenses.** When the mortgagee of a first mortgage of record acquires title to the Unit as a result of the remedies provided in such mortgage or a foreclosure of the first mortgage, such mortgagee, its successors and assigns shall not be liable for the share of Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such mortgagee. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of such mortgagee, its successors or assigns.

**21.11 Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of Common Expenses 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. Such grantee hereby expressly assumes and agrees to pay such assessments. However, upon request any such grantee and his mortgagee shall be entitled to a statement from the Board of Managers setting forth the amount of all unpaid and current assessments against the grantor due the



Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

**ARTICLE XXII**  
**ADDITIONAL PROPERTY**

**22.01 Contemplated Annexation by Declarant.** Declarant is the owner in fee simple of the Additional Property. It is the desire of the Declarant to submit the Additional Property, together with the building(s) and other improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

**22.02 Reservation of Option to Expand.** Declarant hereby expressly reserves the option at any time during the Development Period, to take the action so contemplated in submitting all or any part of the Additional Property, together with the building(s) and other improvements to be built thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become, in all respects, part of the Condominium Property.

**22.03 Limitations on Declarant's Option.** Unless otherwise specified in this Article, there are no limitations on Declarant's option to annex or add the Additional Property to the Condominium Property. The consent of Unit Owners to annex or add such Additional Property is not required.

**22.04 Additional Property.** Declarant, in its absolute discretion, may annex or add all or any part of the Additional Property in whatever quantity, amount, sequence or order that it may determine. There are no limitations on Declarant as to the amount of the Additional Property to be added, the sequencing or order of such additions, nor as to the boundaries or size of such additions.

**22.05 Location and Type of Improvements.** Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the location of any improvements that may be made to any portion of the Additional Property, nor any restrictions as to the type and amount of improvements which must or may be made on the Additional Property by Declarant.

**22.06 Structures.** The structures to be constructed on the Additional Property shall be compatible with the existing structures on the Condominium Property in terms of quality of construction. The structures to be constructed on the Additional Property need not be compatible with the existing structures on the Condominium Property in terms of principal materials used, architectural style, size or elevation.

22.07 Units. There will be a maximum of 16 Residential Units constructed on the Additional Property, with a density not to exceed 8 Units per acre. Such Units need not be substantially identical to the Units constructed on the Condominium Property. Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the types of Units that may be created on the Additional Property.

22.08 Limited Common Areas. Declarant reserves the right to designate any portion of the Additional Property as Limited Common Areas for the use and enjoyment of any Unit or Units to be constructed thereon.

22.09 Substantial Completion. All improvements on the Additional Property, when added, must be substantially completed.

22.10 Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend this Declaration in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, so as to: (a) include any or all of the Additional Property and the improvements which may be constructed thereon as part of the Condominium Property; (b) include descriptions of building(s) constructed on said real estate and to add Drawings thereof to the appropriate Exhibits; (c) provide that the Unit Owners in the building(s) will have an interest in the Common Areas of the Condominium Property; and (d) amend the Percentages of Ownership which the Unit Owners within the building(s) on the Condominium Property will have at the time of such Amendment, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit at the date said Amendment is Recorded bears to the then aggregate square footage of all of the Units within the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

22.11 Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, including without limiting the generality of the foregoing, the Amendment of this Declaration by Declarant, and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

22.12 Power of Attorney, Coupled With an Interest. Each Unit Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney in the event that the Declarant exercises the rights reserved above to add to the Condominium Property the Additional Property, to execute, acknowledge and record for and in the name of such Unit Owner, an Amendment for such purpose and for and in the name of such respective mortgagees, a consent to such Amendment.

ARTICLE XXIII  
LIMITED WARRANTIES BY DECLARANT

23.01 Two (2) Year Limited Warranty. The Declarant does hereby give and grant a two (2) year limited warranty covering the full cost of labor and materials for any repair or replacement of the roof and structural components and mechanical, electrical, plumbing and common elements serving the Condominium Property, occasioned or necessitated by a defect in material or workmanship.

23.02 Commencement of Two (2) Year Limited Warranty. The two (2) year limited warranty shall commence for the property submitted by this Declaration on the date the deed is filed for record following the sale of the first Unit, and for any Additional Property submitted by an Amendment to this Declaration on the date the deed is filed for record following the sale of the first Unit; in either case, to a purchaser in good faith for value.

23.03 One (1) Year Limited Warranty. The Declarant does hereby give and grant a one (1) year limited warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical or other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship performed by or for the Declarant.

23.04 Commencement of One (1) Year Limited Warranty. The one (1) year limited warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest to a purchaser in good faith for value.

23.05 Appliances. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances installed and furnished as a part of the Unit by the Declarant, the valid assignment by the Declarant of the express and implied warranty of the manufacturer satisfies the Declarant's obligation with respect to such appliances and the Declarant's warranty is limited to the installation of the appliances.

23.06 Assignment. All warranties made to the Declarant that exceed the time periods specified above with respect to any part of the Units or Common Areas shall be assigned to the Unit Owner or Association.

ARTICLE XXIV  
EMINENT DOMAIN

24.01 General. If all or any part of the Condominium Property is taken, injured or destroyed by the exercise of the power of eminent domain, each affected Unit Owner and mortgagee shall be entitled to notice of the taking and to participate in the proceedings.

24.02 Common Areas. To the extent that an eminent domain taking affects the Common Areas, the Association shall represent the Unit Owners in such condemnation or in negotiations, settlements and agreements with the condemning authority for any acquisition of any part or all of the Common Areas, and each Unit Owner shall be deemed to have appointed the Association as his attorney-in-fact for such purpose.

24.03 Damages. Any damages for the taking, injury or destruction of the Common Areas shall be considered as a whole and shall be collected by the Association and distributed among the Unit Owners and among any mortgagees as their interests may appear in proportion to their Percentage of Ownership.

24.04 Reallocation. Any reallocation of the Percentage of Ownership after a partial taking shall be effected by an Amendment which shall require the approval of all Unit Owners affected by such reallocation and their mortgagees.

#### ARTICLE XXV

#### RESTRICTIONS ON GARAGE UNITS

25.01 General. No Unit Owner may sell, convey, lease or otherwise transfer by deed, land contract, assignment or otherwise, title or an interest in a Garage Unit to any person who is not a Unit Owner or purchasing a Residential Unit.

#### ARTICLE XXVI

#### MISCELLANEOUS PROVISIONS

26.01 Grantees and Incorporation Into Deeds. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights 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 Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

26.02 Removal. 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, privileges, impositions and obligations declared herein to run with the land or any Unit, shall terminate and be of no further force nor effect.

26.03 Non-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.

**26.04 Invalidity.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

**26.05 Additional Notice Provisions.** In addition to any notice provision set forth in this Declaration or the By-Laws, the holder, insurer or guarantor of a first mortgage on any Unit, upon written request to the Board of Managers, shall be provided with copies of the following related to the Unit secured by such first mortgage or to the Condominium in general:

- (a) A copy of any and all notices and other documents permitted or required by the Declaration or the By-Laws to be given to the Unit Owner.
- (b) A copy of any lien filed by the Association against a Unit.
- (c) Any proposed Amendment affecting a change in the boundaries of the Unit or in its exclusive easement rights appertaining thereto; in the interests of a Unit to the Common Area or its liability for the Common Expenses; the voting rights of a Unit or Unit Owner; or to the purposes to which any Unit or the Common Areas are restricted.
- (d) Any proposed termination of the Condominium.
- (e) Any condemnation loss or any casualty loss affecting a material portion of the Condominium or affecting a Unit.
- (f) Any delinquency in the payment of assessments exceeding sixty (60) days for a Unit.
- (g) Any lapse, cancellation or material modification of insurance coverage.

**26.06 Prior Written Approval.** Notwithstanding any provision in the Declaration or the By-Laws, the following actions by either the Unit Owners or the Association shall require the prior written consent of the holders, insurers or guarantors of first mortgages on over fifty-one percent (51%) of the Units who have requested the forwarding of notices pursuant to the preceding Section.

- (a) Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property.
- (b) Any reallocation of the Percentage of Ownership resulting from a partial condemnation or partial destruction of the Condominium.
- (c) Any change or modification to the requirement that after a partial condemnation or damage due to an insurance hazard that the Condominium Property be restored to the condition set forth in the Declaration.

**26.07 Availability of Condominium Instruments and Financial Statements.**

Upon request and at reasonable charge, the Association shall make available to any Unit Owner, lenders, first mortgage holders, and prospective purchasers, copies of the Condominium Instruments and the most recent audited financial statements of the Association if the latter has been prepared.

**26.08 No Adverse Action by Declarant.** That so long as said Declarant, his successors and assigns own one or more of the Units established and described herein, said Declarant, his successors and assigns shall be subject to the provisions of this Declaration and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

**26.09 Limitation of Declarant's Liability.** Unless otherwise provided in this Declaration or by statute, neither Declarant nor his representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws or in Declarant's capacity as Developer, contractor, owner, manager or seller of the Condominium Property, whether or not such claim shall: (a) be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; (b) be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) arise ex contractu or, except in the case of gross negligence, ex delictu. 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 Association and their respective Agents, employees, guests, invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property.

**26.10 Headings.** The heading of each Article and to each Section hereof is inserted only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

**26.11 Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

**26.12 Deposits or Down Payments.** Any deposit or down payment made in connection with the sale of a Condominium Ownership Interest will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser or forfeited to the Developer, and that if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser or added to any forfeiture to the Developer.

**26.13 Developer's Interest in Common Areas.** Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, the Developer will not retain a property interest in any of the Common Areas after control of the Condominium is assumed by the Association.

26.14 **Rights and Obligations of Developer as a Unit Owner.** The Developer will assume the rights and obligations of a Unit Owner in its capacity as an owner of Condominium Ownership Interests not yet sold, including without limitation, the obligation to pay Common Expenses, including reserves, attaching to such interests from the date the Declaration is Recorded.

26.15 **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.

26.16 **Full Compliance.** The Condominium has been created and is existing in full compliance with the requirements of Chapter 5311 of the Ohio Revised Code, and all other applicable law.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, an Ohio corporation, has caused the execution hereof this 21<sup>ST</sup> day of JULY, 1997.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

Cynthia L. Larkins

By: Hans H. Soltau  
Hans H. Soltau  
Vice President

Arthur F. Millonig, Jr.  
ARTHUR F. MILLONIG, JR.

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of JULY, 1997 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins  
Notary Public

THIS INSTRUMENT PREPARED BY:

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459



DESCRIPTION OF  
BAY SHORES CONDOMINIUM  
SECTION ONE  
MIAMI TOWNSHIP, OHIO  
CONTAINING 0.937 ACRES  
JULY 16, 1997

Situate in Section 11, Township 2, Range 5, M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of Bay Shores Section One as recorded in Plat Book 168, Page 4 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the southeast corner of Lot 1 of said Bay Shores Section One and the southwest corner of Lot 4 of Heritage Glen Section One as recorded in Plat Book 158, Page 5, said point being in the north right-of-way line of Spring Valley Pike;

thence along the south line of said Lot 1 and the north right-of-way line of said Spring Valley Pike, North eighty-two degrees thirteen minutes fifty seconds West ( $N82^{\circ}13'50''W$ ) for one hundred ninety-nine and  $24/100$  feet (199.24') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along said south line and said right-of-way line. North eighty-two degrees thirteen minutes fifty seconds West ( $N82^{\circ}13'50''W$ ) for forty-five and  $65/100$  feet (45.65');

thence departing said south line and said right-of-way line and over said Lot 1, on new division lines, for the following five (5) courses:

- 1) North seven degrees forty-six minutes ten seconds East ( $N07^{\circ}46'10''E$ ) for one hundred thirty-three and  $67/100$  feet (133.67');
- 2) North forty-one degrees twenty-two minutes twenty-two seconds East ( $N41^{\circ}22'22''E$ ) for two hundred eight and  $38/100$  feet (208.38');
- 3) South eighty-two degrees fourteen minutes twelve seconds East ( $S82^{\circ}14'12''E$ ) for forty and  $00/100$  feet (40.00');
- 4) North eighteen degrees no minutes thirty-five seconds East ( $N18^{\circ}00'35''E$ ) for twenty-five and  $41/100$  feet (25.41');

WOOLPERT LLP

409 East Monument Avenue • Dayton, Ohio 45402-1261  
937.461.5660 • Fax: 937.461.0743 • www.woolp

DEED

97-0523

A09



Description of  
Bay Shores Condominium  
Section One  
Miami Township, Ohio

July 16, 1997  
Page 2

5) South eighty-two degrees fourteen minutes twelve seconds East ( $S82^{\circ}14'12''E$ ) for eighty-five and 00/100 feet (85.00') to the east line of said Lot 1 of said Bay Shores Section One and the west line of said Heritage Glenn Section One;

thence along said east and west line. South seven degrees forty-five minutes forty-eight seconds West ( $S07^{\circ}45'48''W$ ) for one hundred seventy-eight and 18/100 feet (178.18');

thence departing said west and east line and over said Lot 1, on a new division lines, for the following seven (7) courses:

1) North thirty-nine degrees forty-eight minutes forty seconds West ( $N39^{\circ}48'40''W$ ) for fifty-seven and 68/100 feet (57.68');

2) on a non-tangent curve to the right with a radius of ninety-four and 00/100 feet (94.00') for an arc distance of six and 21/100 feet (6.21'), [chord bearing South forty-eight degrees seventeen minutes forty-eight seconds West ( $S48^{\circ}17'48''W$ ) for six and 21/100 feet (6.21'), delta angle of said curve being three degrees forty-seven minutes four seconds ( $3^{\circ}47'04''$ )] to a point of tangency;

3) South fifty degrees eleven minutes twenty seconds West ( $S50^{\circ}11'20''W$ ) for one hundred five and 54/100 feet (105.54') to a point of curvature;

4) on a curve to the right with a radius of seventy-four and 00/100 feet (74.00') for an arc distance of sixty-one and 43/100 feet (61.43'), [chord bearing South seventy-three degrees fifty-eight minutes eighteen seconds West ( $S73^{\circ}58'18''W$ ) for fifty-nine and 68/100 feet (59.68'), delta angle of said curve being forty-seven degrees thirty-three minutes fifty-six seconds ( $47^{\circ}33'56''$ )] to a point of reverse curvature;

5) on a curve to the left with a radius of thirty-five and 00/100 feet (35.00') for an arc distance of fifty-four and 97/100 feet (54.97'), [chord bearing South fifty-two degrees forty-five minutes forty-three seconds West ( $S52^{\circ}45'43''W$ ) for forty-nine and 49/100 feet (49.49'), delta angle of said curve being eighty-nine degrees fifty-nine minutes six seconds ( $89^{\circ}59'06''$ )] to a point of tangency;

6) South seven degrees forty-six minutes ten seconds West ( $S07^{\circ}46'10''W$ ) for twenty-eight and 76/100 feet (28.76') to a point of curvature;

Description of  
Bay Shores Condominium  
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Miami Township, Ohio

July 16, 1997  
Page 3

7) on a curve to the left with a radius of thirty-five and 00/100 feet (35.00') for an arc distance of twenty-four and 44/100 feet (24.44'), [chord bearing South twelve degrees thirteen minutes fifty-nine seconds East (S12°13'59"E) for twenty-three and 94/100 feet (23.94'), delta angle of said curve being forty degrees no minutes nineteen seconds (40°00'19"')] to the **TRUE POINT OF BEGINNING**, containing no and 937/1000 (0.937) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in January of 1994. Bearings are based upon said Bay Shores Section One Record Plan.

**WOOLPERT LLP**

*Paul F. MacCallum*

Paul F. MacCallum  
Ohio Professional Surveyor #7561



**BIDDING NOTICE**

The undersigned, being all the owners and lessors of the land herein described, hereby invite the bidding and awarding of the within Condominium Plan to be for voluntary and shall require the bidder to be a resident of the State of Ohio.

The property herein described is situated in the Township of Adams, Montgomery County, Ohio, and is more particularly described as follows: Lot 1 of Bay Shores Condominium Section One, as recorded in Plat Book 18A, Page 4, in the Plat Records of Montgomery County, Ohio.

The property herein described is to be used as a residential or other purpose, and the bidder is to be a resident of the State of Ohio.

The property herein described is to be used as a residential or other purpose, and the bidder is to be a resident of the State of Ohio.

The property herein described is to be used as a residential or other purpose, and the bidder is to be a resident of the State of Ohio.

The property herein described is to be used as a residential or other purpose, and the bidder is to be a resident of the State of Ohio.

**CHARLES V. STANG DEVELOPMENT CORP.**  
 President  
*Charles V. Stang*  
 Charles V. Stang, President

**Charles H. Stang**  
 Charles H. Stang, President

State of Ohio, ss.  
 I, *Charles V. Stang*, County Clerk of Montgomery County, Ohio, do hereby certify that the within Condominium Plan is a true and correct copy of the original as recorded in Plat Book 18A, Page 4, in the Plat Records of Montgomery County, Ohio.



Signed and Acknowledged  
 in the presence of  
*Charles H. Stang*  
 Charles H. Stang, President

**Charles H. Stang**  
 Charles H. Stang, President

State of Ohio, ss.  
 I, *Charles H. Stang*, County Clerk of Montgomery County, Ohio, do hereby certify that the within Condominium Plan is a true and correct copy of the original as recorded in Plat Book 18A, Page 4, in the Plat Records of Montgomery County, Ohio.

Signed and Acknowledged  
 in the presence of  
*Charles H. Stang*  
 Charles H. Stang, President

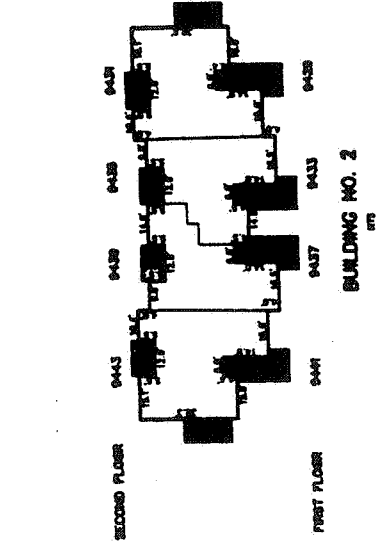


Signed and Acknowledged  
 in the presence of  
*Charles H. Stang*  
 Charles H. Stang, President

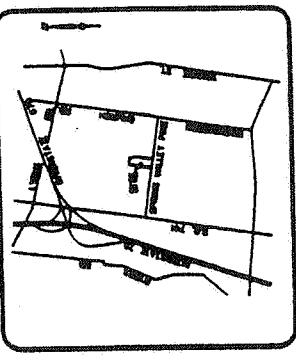
State of Ohio, ss.  
 I, *Charles H. Stang*, County Clerk of Montgomery County, Ohio, do hereby certify that the within Condominium Plan is a true and correct copy of the original as recorded in Plat Book 18A, Page 4, in the Plat Records of Montgomery County, Ohio.



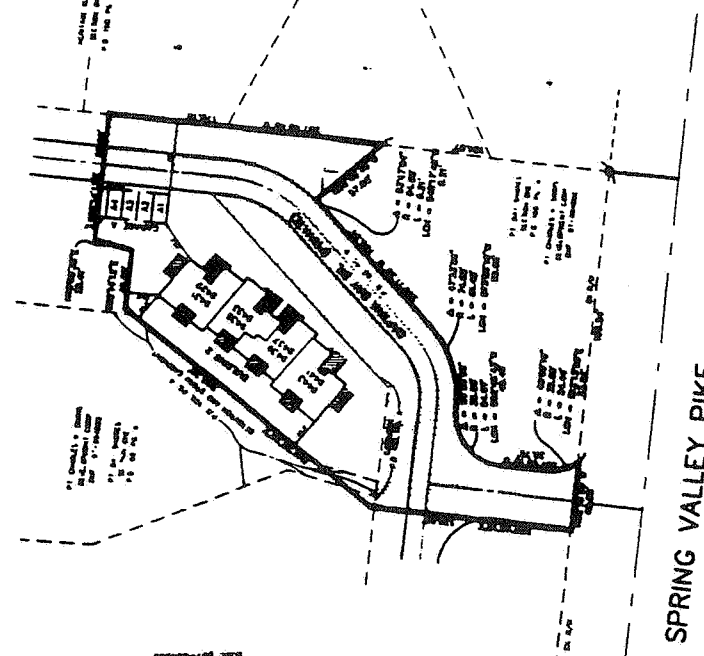
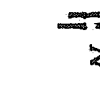
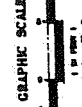
Signed and Acknowledged  
 in the presence of  
*Charles H. Stang*  
 Charles H. Stang, President



NOTE: All building dimensions are exterior measurements.



LOCATED IN SECTION 11, TOWNSHIP 2, RANGE 5, 4th MERIDIAN, MARIETTA TOWNSHIP, MONTGOMERY COUNTY, OHIO. CONTAINING 0.037 ACRES. JULY, 1987



INDICATES LIMITED COMMON FOR 50% PORCH OR PATIO

APPROVED FOR DEPOSITION  
*Charles H. Stang*  
 MONTGOMERY COUNTY ENGINEER  
 DECEMBER 21, 1987



**Charles H. Stang**  
 Charles H. Stang, President



**Charles H. Stang**  
 Charles H. Stang, President



**Charles H. Stang**  
 Charles H. Stang, President

**BAY SHORES CONDOMINIUM SECTION ONE**

BEING PART OF LOT 1 OF BAY SHORES SECTION ONE AS RECORDED IN PLAT BOOK 18A, PAGE 4, IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO.

LOCATED IN SECTION 11, TOWNSHIP 2, RANGE 5, 4th MERIDIAN, MARIETTA TOWNSHIP, MONTGOMERY COUNTY, OHIO. CONTAINING 0.037 ACRES. JULY, 1987

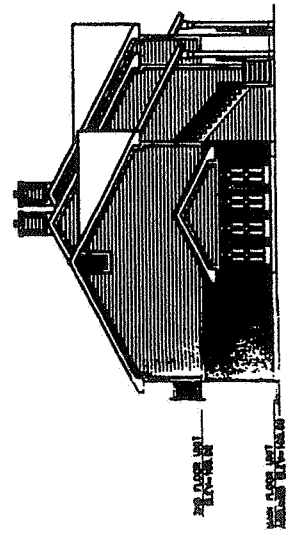
PREPARED BY **WOODPORT LLP**  
 608 East Monument Avenue  
 Dayton, Ohio 45424  
 (937) 233-1500  
 (937) 233-1500

**BAY SHORES CONDOMINIUM  
SECTION ONE**

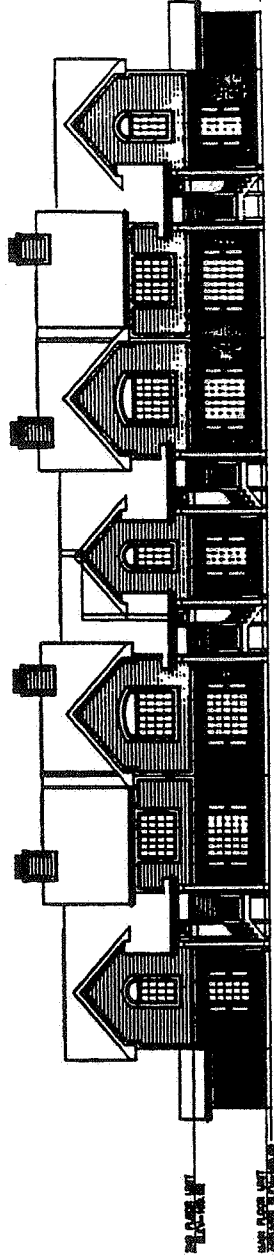
BEING PART OF  
BAY SHORES I, CONDOMINIUM  
AS RECORDED IN DEED NO. PAGE 4  
IN THE PLAT RECORDS OF  
MONROE COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 5, 14TH  
MONROE COUNTY, OHIO  
COMMENCED JULY 1, 1997

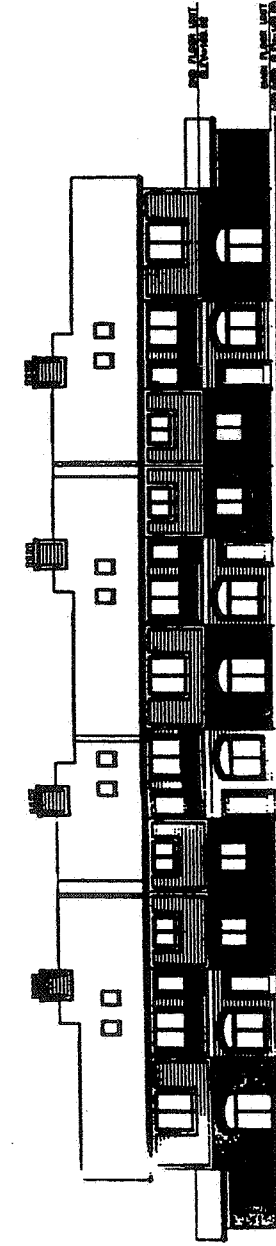
PREPARED BY:  
**WOOLPERT LLP**  
408 East Monument Avenue  
Dayton, Ohio  
937-481-1261  
937-481-5660  
WOOLPERT FAX: 937-481-0743



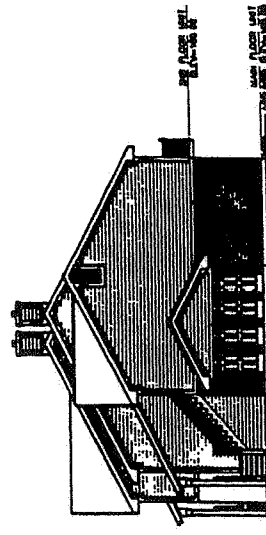
SINGLE ELEVATION



SINGLE ELEVATION



TYPICAL BUILDING ELEVATIONS



SINGLE ELEVATION

**BAY SHORES CONDOMINIUM  
SECTION ONE**

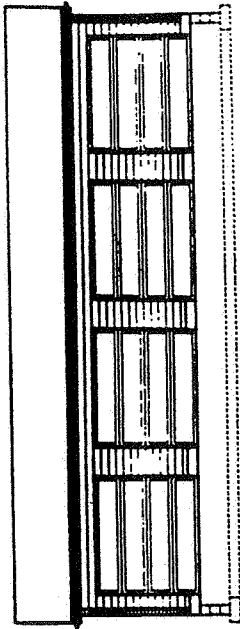
THIS PART OF  
PLAN 97-0523 IS  
AS RECORDED IN PLAT BOOK 100, PAGE 4  
IN THE PLAT RECORDS OF  
SUNBURY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 6, N.W. 1/4,  
SUNBURY COUNTY, OHIO  
CORNER 1537 ACRES  
A.S.T. 1897

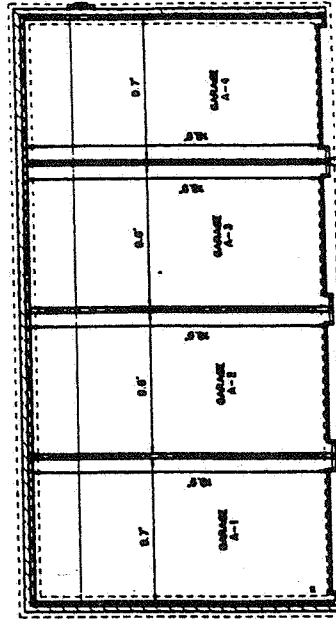
PREPARED BY:



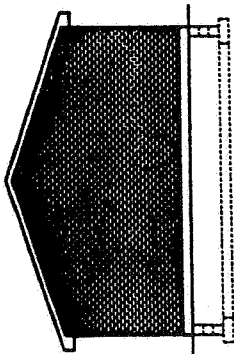
**WOOLPERT LP**  
400 East Monument Avenue  
Dayton, Ohio  
45402-1981  
937-461-2660  
FAX: 937-461-8743



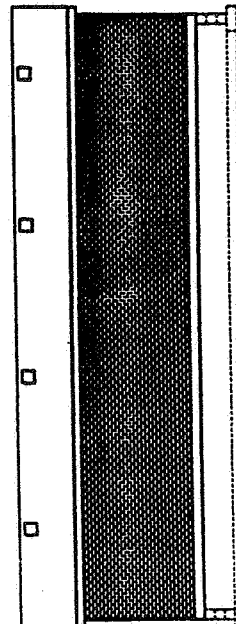
SEE DRAWING



SEE DRAWING



SEE DRAWING



SEE DRAWING

INDICATES LIMITED COMMON FOR  
SHED, PORCH AND PATIO



**BAY SHORES CONDOMINIUM**

**SECTION ONE**

BEING PART OF  
BAY SHORES SECTION ONE  
AS RECORDED IN PLAT BOOK 166, PAGE 9  
IN THE PLAT RECORDS OF  
HUNTINGTON COUNTY, OHIO

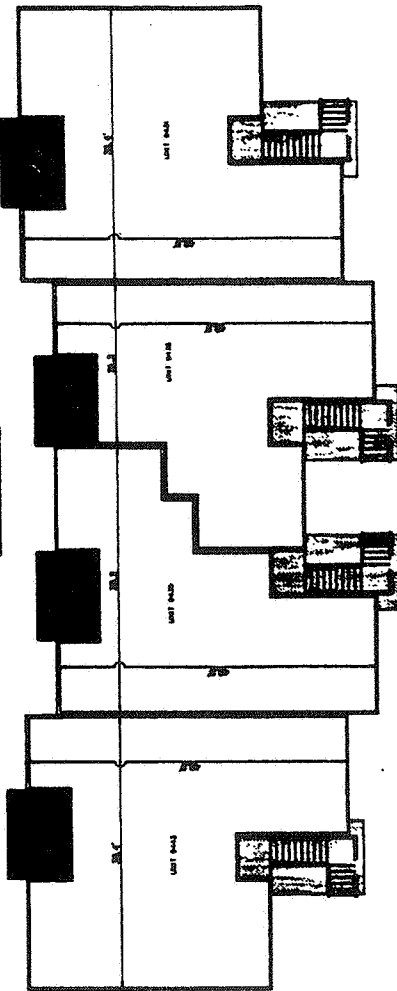
LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 3, MER  
HUNTINGTON  
HUNTINGTON COUNTY, OHIO  
CONTAINING 0.837 ACRES  
JULY, 1977

PREPARED BY

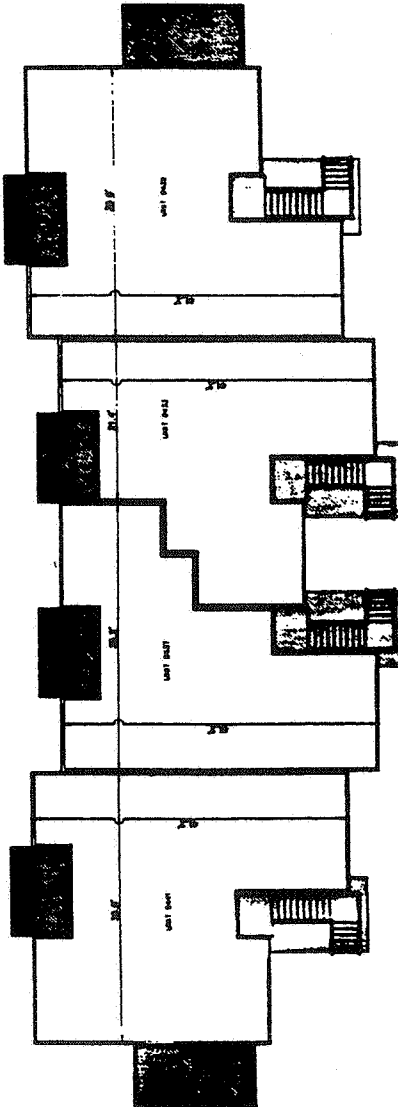


WOOLPERT LLP  
408 East Monument Avenue  
Dayton, Ohio  
45402-1281  
937.461.5660  
WOOLPERT FAX: 937.461.0743

**BUILDING 2**



SECOND FLOOR



FIRST FLOOR



PARCEL 1

DESCRIPTION OF  
PROPOSED BAY SHORES SECTION ONE  
SPRING VALLEY PIKE  
MONTGOMERY COUNTY, OHIO  
CONTAINING 8.116 ACRES  
JANUARY 7, 1997

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of a tract of land conveyed to Spring Valley Associates Deed Microfiche No. 90-0016E11 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the southwest corner of Heritage Glen Section One as recorded in Plat Book 158, Page 5 said point also being in the centerline of Spring Valley Pike,

thence along the centerline of said Spring Valley Pike North eighty-two degrees thirteen minutes fifty seconds West (N82°13'50"W) for four hundred fifty-nine and 57/100 feet (459.57') to the southeast corner of Ashton Place, Section Two as recorded in Plat Book 156, Page 36;

thence along the west line of said Ashton Place, Section Two and its northerly extension, said extension being along the west lines of Ashton Place Condominium, Phase Eighteen as recorded in Plat Book 159, Page 28; Phase Sixteen as recorded in Plat Book 158, Page 27; Phase Fifteen as recorded in Plat Book 157, Page 41; Phase Twelve as recorded in Plat Book 155, Page 42; Phase Eleven as recorded in Plat Book 155, Page 25 and Phase Ten, as recorded in Plat Book 155, Page 1 and The Conifers as recorded in Plat Book 128, Page 42, North five degrees twenty-six minutes thirty-five seconds East (N05°26'35"E) for eight hundred seventy-six and 83/100 feet (876.83');

thence departing the east line of The Conifers on a new division line for the following two courses:

1) South fifty-one degrees forty-seven minutes forty-nine seconds East (S51°47'49"E) for four hundred one and 38/100 feet (401.38');

409 East Monument Avenue  
Dayton Ohio 45402-1261  
513-461-5660  
Fax: 513-461-0741

Description of  
Proposed Bay Shores Section One  
Spring Valley Pike  
Montgomery County, Ohio  
Containing 8.116 Acres

January 7, 1997  
Page 2

2) South eighty-six degrees thirty-one minutes forty-five seconds East (S86°31'45"E) for one hundred forty-nine and 43/100 feet (149.43') to a point in the west line of said Heritage Glen Section One:

thence along the west line of said Heritage Glen Section One. South seven degrees forty-five minutes forty-eight seconds West (S07°45'48"W) for six hundred eighty-three and 99/100 feet (683.99') to the point of beginning, containing eight and 116/1000 (8.116) acres, more or less

This description was prepared from a field survey performed by Woolpert in January of 1994, with bearings based upon said Heritage Glen, Section One as recorded in Plat Book 158, Page 5.

WOOLPERT

*Paul F. MacCallum*

Paul F. MacCallum

Ohio Professional Surveyor #7561







PARCEL 2

DESCRIPTION OF  
PROPOSED BAY SHORES SECTION TWO  
SPRING VALLEY PIKE  
MONTGOMERY COUNTY, OHIO  
CONTAINING 7.094 ACRES  
JANUARY 7, 1997

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of a tract of land conveyed to Spring Valley Associates as recorded in Deed Microfiche No. 90-0016E11 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the southwest corner of Heritage Glen Section One as recorded in Plat Book 158, Page 5, said point also being in the centerline of Spring Valley Pike;

thence along the west line of said Heritage Glen Section One, North seven degrees forty-five minutes forty-eight seconds East (N07°45'48"E) for six hundred and eighty-three and 99/100 feet (683.99') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence departing the west line of said Heritage Glen Section One on a new division line for the following two courses:

- 1) North eighty-six degrees thirty-one minutes forty-five seconds West (N86°31'45"W) for one hundred forty-nine and 43/100 feet (149.43');
- 2) North fifty-one degrees forty-seven minutes forty-nine seconds West (N51°47'49"W) for four hundred one and 38/100 feet (401.38') to a point in the east line of The Conifers as recorded in Plat Book 128, Page 42;

thence along said east line of The Conifers, North five degrees twenty-six minutes thirty-five seconds East (N05°26'35"E) for five hundred thirty-five and 39/100 feet (535.39') to a point in the south line of Ferndown Drive right-of-way and a corner of Heritage Glen Section Three as recorded in Plat Book 164, Page 40;

thence along the lines of said Heritage Glen Section Three for the following four courses:

409 East Monument Avenue  
 Dayton, Ohio 45402-1261  
 513.461.5660  
 Fax: 513.461.0743



Description of  
Proposed Bay Shores Section Two  
Spring Valley Pike  
Montgomery County, Ohio  
Containing 7.094 Acres

January 7, 1997  
Page 2

- 1) along the south line of said Ferndown Drive. South eighty-six degrees thirty-one minutes fifty-five seconds East (S86°31'55"E) for one hundred forty-five and 09/100 feet (145.09');
- 2) continuing along the south line of said Ferndown Drive. South eighty-four degrees thirty-three minutes twenty-five seconds East (S84°33'25"E) for two hundred thirty and 00/100 feet (230.00');
- 3) South five degrees twenty-six minutes thirty-five seconds West (S05°26'35"W) for one hundred thirty and 34/100 feet (130.34');
- 4) South eighty-four degrees forty-three minutes three seconds East (S84°43'03"E) for ninety-four and 20/100 feet (94.20') to the northwest corner of Heritage Glen Section Two as recorded in Plat Book 163, Page 3:

thence along the west line of said Heritage Glen Section Two and said Heritage Glen Section One for the following three courses:

- 1) South five degrees sixteen minutes fifty-seven seconds West (S05°16'57"W) for four hundred eight and 75/100 feet (408.75');
- 2) South two degrees eighteen minutes eleven seconds East (S02°18'11"E) for one hundred forty-three and 98/100 feet (143.98');
- 3) South seven degrees forty-five minutes forty-eight seconds West (S07°45'48"W) for seventy-one and 01/100 feet (71.01') to the TRUE POINT OF BEGINNING, containing seven and 094/1000 (7.094) acres, more or less.

This description was prepared from a field survey performed by Woolpert in January of 1994, with bearings based upon said Heritage Glen, Section One as recorded in Plat Book 158, Page 5.

WOOLPERT

*Paul F. MacCallum*

Paul F. MacCallum  
Ohio Professional Surveyor #7561

A. J. WAGNER  
AUDITOR  
97 AUG -1 PM 2:17  
TRANSFERRED





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**EXHIBIT "C"**

**BAY SHORES CONDOMINIUM ASSOCIATION, INC.**

**CONDOMINIUM ASSOCIATION BY-LAWS**

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# BY-LAWS

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SP-1-07-030174 0007  
Montgomery County  
W11115 E. Blackshear Recorder

SP-I (amends)  
7

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM PROPERTY  
FOR  
BAY SHORES CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM PROPERTY FOR BAY SHORES CONDOMINIUM RECORDED AT DEED 97-0522 C06 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 168, PAGE 47 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM PROPERTY FOR  
BAY SHORES CONDOMINIUM

WHEREAS, the Declaration of Condominium Property for Bay Shores Condominium (the "Declaration") and the Bay Shores Condominium Association, Inc. Condominium Association By-Laws (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Montgomery County Records Deed 97-0522 C06 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Property for Bay Shores Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Property for Bay Shores Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) All references in the Declaration and Bylaws to the term "Fines" shall be replaced with the term "Enforcement Assessments."
- (5) DELETE DECLARATION ARTICLE XII, SECTION 12.04, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 12 of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06



INSERT a new DECLARATION ARTICLE XII, SECTION 12.04, entitled "Service of Process." Said addition, to be made on Page 12 of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

12.04 Service of Process. 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.

(6) INSERT a new DECLARATION ARTICLE XX, SECTION 20.05, entitled "Enforcement Assessments." Said new addition, to be added on Page 24 of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

20.05. Enforcement Assessments. 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.

(7) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XXI, SECTION 21.05, entitled "Lien of Association." Said new addition, to be added on Page 24 of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

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.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XI, SECTION 11.11, entitled "Rental." Said new addition, to be added on Page 11 of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

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.

(9) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XXI, SECTION 21.01, entitled "General." Said new addition, to be added on Page 24 of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

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:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(10) INSERT a new 2<sup>nd</sup> PARAGRAPH to BYLAWS ARTICLE V, SECTION 5.11, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 9 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(11) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XII, SECTION 12.13, entitled "Special Services." Said new addition, to be added on Page 13 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

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.

(12) INSERT a new DECLARATION ARTICLE XI, SECTION 11.14, entitled "Owner/Resident Information." Said new addition, to be added on Page 11 of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

11.14 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.

(13) INSERT a new 2<sup>nd</sup> SENTENCE to the end of BYLAWS ARTICLE II, SECTION 2.07, entitled "Regular Meetings." Said new addition, to be added on Page 4 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(14) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 5.02, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 7 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) INSERT a new BYLAWS ARTICLE II, SECTION 2.12, entitled "Powers and Duties." Said new addition to be added on Page 4 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed 97-0522 C06, is as follows:

2.12 Powers and Duties. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(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 and/or operation 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 Association, the Board, 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) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(e) 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; and

(f) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(16) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.



## CONDOMINIUM ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration of Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owner's Association for the administration of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their employees, and any other person who might use the facilities of the Condominium Property in any manner shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Managers. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these By-Laws. The terms used herein shall have the same meaning as defined in the Declaration.

### ARTICLE I THE ASSOCIATION

- 1.01 **Name of Association.** The Association shall be an Ohio corporation, not-for-profit, and shall be called **BAY SHORES CONDOMINIUM ASSOCIATION, INC.**
- 1.02 **Membership and Voting Rights.** Membership requirements and the voting rights of its Members are set forth in the Declaration.
- 1.03 **Proxies.** Votes may be cast in person or by proxy. The person appointed as proxy need not be a Unit Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage a Unit Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation and if the mortgage so states, notice of the irrevocability of such designation.
- 1.04 **Place of Meetings.** Meetings of the Association shall be held at such place upon the Condominium Property or at such other place as may be designated by the Board of Managers and specified in the notice of the meeting at 8:00 p.m., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting.
- 1.05 **First Meeting.** The first meeting of the Members shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.
- 1.06 **Special Meetings.** It shall be the duty of the President of the Association to call a special meeting of the Unit Owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the Unit Owners and having been presented to the Secretary. The notice of any special meeting shall state the

time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Unit Owners present, either in person or by proxy.

**1.07 Notice of Meetings.** It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Unit Owner of record, at least fourteen (14) days but not more than twenty-eight (28) days prior to such meeting. The Unit Owners of record will be determined as of the day preceding the day on which notice is given.

**1.08 Waiver of Notice.** Notice of the time, place and purpose of any meeting of Members may be waived in writing, either before or at the commencement of such meeting by any Members which writing shall be filed with or entered upon the records of the meeting. The attendance of any Members at any such meeting without protesting prior to or at the commencement of the meeting the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

**1.09 Action by Unanimous Written Consent of the Unit Owners.** Any action which may be authorized or taken at a meeting of the Unit Owners may be authorized or taken without a meeting in a writing or writings signed by all of the Unit Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Unit Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Unit Owners shall be sent to all persons entitled to notice under these By-Laws at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

**1.10 Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Election of inspectors of election
- (g) Election of managers
- (h) Unfinished business
- (i) New business
- (j) Adjournment

ARTICLE II  
BOARD OF MANAGERS

2.01 Number and Qualification. The affairs of the Association shall be governed by a Board of Managers composed of five (5) Persons, all of whom must be Unit Owners or occupants of a Unit who are related to a Unit Owner by a marital or fiduciary relationship. If, at any one time one bank or lending institution shall hold mortgages upon more than fifty percent (50%) of the Units, such lending institution may designate its representative who shall be a sixth member of the Board of Managers. Such representative need not be a Unit Owner or occupier of a Unit.

2.02 Election of Managers. The required managers shall be elected at each annual meeting of the Members. Only Persons nominated as candidates shall be eligible for election as managers and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are vacancies in the Board of Managers due to the expiration of their terms; provided, however that a vacancy in the position of a representative of a lending institution, if any, shall be filled by such lending institution.

2.03 Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies on the Board of Managers during the term of such manager or managers, the remaining managers, though less than a majority of the whole authorized number of managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however that a vacancy in the position of a representative of a lending institution, if any, shall be filled by such lending institution.

2.04 Term of Office; Resignation. Each manager shall hold office until his term expires or until his earlier resignation, removal from office or death. Any manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association; such resignation to take effect immediately or at such other time as the manager may specify. At the first annual meeting of the Members the term of office of three (3) managers shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of the Members. The term of office of the remaining two (2) managers shall be fixed so that such term will expire at the date of the next following annual meeting of the Members. At the expiration of such initial term of office of each respective manager, his successor shall be elected to serve for a term of two (2) years.

2.05 Removal of Managers. At any regular or special meeting duly called, any one or more of the managers may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except that a manager, if any, acting as a representative of a lending institution may not be removed by such vote. Any manager whose removal has been proposed by the Members shall be given an opportunity to be heard at such meeting. In the event that a manager is removed by vote, his successor shall then and there be elected to fill the vacancy thus created.



2.06 Organization Meeting. Immediately after each annual meeting of the Members the newly elected managers and those managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.07 Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined by a majority of the managers, but at least four (4) such meetings shall be held during each year.

2.08 Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two (2) managers. Written notice of the time and place of each such meeting shall be given to each manager either by personal delivery, mail, telegram or telephone, at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however that attendance of any manager at any such meeting without protesting prior to or at the commencement of the meeting the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting. If all the managers are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

2.09 Board of Managers' Quorum. At all meetings of the Board of Managers a majority of the managers shall constitute a quorum for the transaction of business and the acts of the majority of the managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If at any meeting of the Board of Managers there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.10 Action by Unanimous Written Consent of the Board of Managers. Any action which may be authorized to be taken at a meeting of the Board of Managers may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Managers. The writing or writings evidencing such action taken by the unanimous written consent of the Board of Managers shall be filed with the records of the Association.

2.11 Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums for such bonds shall be paid by the Association.

### ARTICLE III OFFICERS

3.01 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers. The offices of Treasurer and Secretary may be filled by the same person.

3.02 Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time, with or without cause, by a majority vote of the managers then in office. Any vacancy in any office may be filled by the Board of Managers.

3.03 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

3.04 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Managers may direct. He shall be in charge of sending any notices and he shall, in general, perform all the duties incident to the office of Secretary.

3.05 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Managers.

#### ARTICLE IV

#### GENERAL POWERS OF THE ASSOCIATION

4.01 Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance funds, the following:

(a) Utility Services for Common Areas and to Units when Measured by Common Meter. The cost of water, sewer services, waste removal, electricity, telephone, heat, power or any other necessary utility service to or for the Common Areas, plus the costs or charges for any utility service to individual Units which are being serviced by a common meter, i.e., water and sewer services which are being supplied to all of the Units of a building and measured through one (1) meter. The Association reserves the right to levy additional assessments against any Unit Owner to reimburse it for excessive use, as shall be determined by the Board of Managers, by such Unit Owner of any utility service having been charged against or to the maintenance fund.

(b) Care of Common Areas. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas.

(c) Certain Maintenance of Limited Common Areas. The cost of the maintenance and repair of any Limited Common Areas if such maintenance or repair is necessary in the discretion of the Association to protect the Common Areas or any other portion of a building, and the Unit Owner or Unit Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner or Unit Owners, provided the Association shall levy a Special Individual Unit Assessment against such Unit Owner for the cost of said maintenance or repair.

(d) Casualty Insurance. The premium upon a policy or policies of fire insurance with extended coverage, vandalism and malicious endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(e) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board of Managers and the Unit Owners against any liability to the public or to the Unit Owners, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.

(f) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including but not limited to, the services of a person or firm to act as a Managing Agent and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(g) Workmen's Compensation. The costs of workmen's compensation insurance to the extent necessary to comply with any applicable law.

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular Unit Owners, it being understood however, that the foregoing authority shall not be in limitation to any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it. Any costs incurred by the Association because of said lien or liens shall be specifically assessed to said Unit Owners.

(i) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, common expenses or assessments which the Association is required to secure to pay for pursuant to the terms of the Declaration and these By-Laws, or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project, or for the enforcement of the Declaration and these By-Laws.

4.02 Delegation of Duties. The Association, through its Board of Managers and officers, has the authority to delegate to persons, firms or corporations of its choice, such duties and responsibilities of the Association as the Board of Managers shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

## ARTICLE V

### DETERMINATION AND PAYMENT OF ASSESSMENTS

5.01 Obligation of Owners to Pay Assessments. Each Unit Owner shall have the duty and obligation to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and of other expenses provided for herein. Unless otherwise provided for, such proportionate share shall be based on his Percentage of Ownership. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers as hereinafter provided.

5.02 Preparation of Estimated Budget. The Association shall, on or before December 1st of every year, prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th, each Unit Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereto. On or before January 1st of the ensuing year and the 1st of each and every month of said year each Unit Owner shall be obligated to pay to the Association, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the annual meeting in each calendar year the Association shall supply to all Unit Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's Percentage of Ownership to the next monthly installment due from Unit Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's Percentage of Ownership to the installments due in the succeeding six (6) months after rendering of the accounting.

5.03 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the same shall be assessed to the Unit Owners according to each Unit Owner's Percentage of Ownership or as otherwise stated herein. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the reasons therefor, the amounts and the date or dates when such further assessment may be payable in a lump sum or in installments.

**5.04 Periodic Assessments.** Notwithstanding any provision in this Article, the Board of Managers may, at its option, elect that certain expenses such as insurance, water and sewer be paid by periodic assessments based on the billing date of such expenses. If the Board of Managers so elects such expenses shall be separately stated in the budget specifying the amount and due date thereof.

**5.05 Uniform Per Unit Expense.** In the event that the Association is billed or charged for certain services hereinbefore described on a non-discriminatory uniform per Unit basis by a third party, i.e. trash, management, water and sewer, the Board of Managers may elect to assess such expenses on a strictly per Unit basis. In such event such expenses shall not be considered Common Expenses to be allocated among the Units on the basis of their Percentages of Ownership. Such expenses shall be assessed on a uniform per Unit basis. The Board of Managers shall elect to exercise such option by separately stating and classifying such expenses as per Unit expenses in the annual budget. The Board of Managers, in order to collect such per Unit expenses, may avail themselves of the lien rights and other rights provided in the Declaration for the collection of assessments for Common Expenses.

**5.06 Budget for First Year.** When the first Board of Managers hereunder takes office the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as previously provided for.

**5.07 Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) days after such annual or adjusted estimate shall have been mailed or delivered.

**5.08 Books and Records of the Association.** The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and other common receipts and expenses, together with records showing the allocation, distribution and collection of the Common Profits, Common Losses and Common Expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Managers; and records of the names and addresses of the Unit Owners and their respective Percentages of Ownership. Such books and records shall be open for inspection by any Unit Owner or any representative of a Unit Owner, duly authorized in writing, at reasonable times and upon request by a Unit Owner. In addition, the holder of any first mortgage of record may inspect such books and records, at reasonable times and upon reasonable notice, after presentation to the Secretary of the Association of a duly certified copy of its mortgage. Upon ten (10) days notice to the Board of Managers and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

5.09 Assessments. Monthly assessments shall begin when the Declaration is Recorded. These assessments shall be paid by every Unit Owner of record including those Units the title of which is vested in Declarant after the Declaration is Recorded.

5.10 Audit. Upon the written request of any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units, the books of the Association shall be audited, but not more than once every three (3) years by an independent registered or Certified Public Accountant, the results of which shall be sent to every Unit Owner of record, and the holder of any duly recorded mortgage against any Unit ownership who requests a copy thereof in writing.

5.11 Remedies for Failure to Pay Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges, the Members of the Board of Managers may avail themselves of the lien rights and other rights provided for in the Declaration.

## ARTICLE VI GENERAL PROVISIONS

6.01 Copies of Notices to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage against any Unit ownership, shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Unit Owner or Unit Owners whose Unit ownership is subject to such mortgage, and a copy of any lien filed by the Association.

6.02 Service of Notices on the Board of Managers. Notices required to be given to the Board of Managers or to the Association may be delivered to any Member of the Board of Managers or officer of the Association, either personally or by mail, addressed to such Member or officer at his Unit.

6.03 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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.

6.04 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

6.05 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

6.06 Amendment. The provisions hereof may be amended pursuant to the requirements set forth in the Declaration.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, an Ohio corporation, has caused the execution of this instrument this 21<sup>ST</sup> day of JULY, 1997.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

Cynthia L. Larkins

By: Hans H. Soltau  
Hans H. Soltau  
Vice President

Arthur F. Millonik, Jr.  
ARTHUR F. MILLONIK, JR.

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of JULY, 1997 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins  
Notary Public

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459





By: AB  
Date: 6/27/97  
Page: 125  
97062771901

ARTICLES OF INCORPORATION  
OF  
BAY SHORES CONDOMINIUM ASSOCIATION, INC.

The undersigned, desiring to form a corporation not-for-profit, under Sections 1702.01 et. seq., Ohio Revised Code, does hereby certify:

ARTICLE I

NAME

1.01 The name of said corporation shall be Bay Shores Condominium Association, Inc., (hereinafter referred to as the "Association").

ARTICLE II

PRINCIPAL OFFICE

2.01 The place in Ohio where the principal office of the Association is to be located is the Township of Miami, Montgomery County, Ohio.

ARTICLE III

PURPOSE AND POWERS

3.01 The Association has been formed for the specific purpose of acting as the Unit Owners Association for Bay Shores Condominium (hereinafter referred to as the "Condominium"). The Condominium will be created by the filing for record with the Recorder of Montgomery County, Ohio a Declaration of Condominium Property (hereinafter referred to as the "Declaration"), with attached exhibits, including the By-Laws of the Association, (hereinafter referred to as the "By-Laws"). The purpose for which this Association is formed includes providing for the maintenance, preservation and architectural control of the property included in the Condominium and to promote the health, safety and welfare of the residents of the Condominium. To accomplish such purpose or purposes, the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, the Declaration and the By-Laws;
- (b) Fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration or By-Laws and pay all expenses in connection therewith and other expenses incident to the conduct of the business of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money to fulfill its purpose;

RECEIVED  
JUN 26 1997  
BOB TAFT  
SECRETARY OF STATE

- (e) Administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Condominium or any part thereof may now or hereafter be used and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive or terminate, in whole or in part, any of the same;
- (f) Provide the residents and Unit Owners of the Condominium with: (i) normal utility services not separately provided to individual Units; (ii) services supplemental to municipal services; and (iii) Common Area maintenance service;
- (g) Be, function and act as the Unit Owners Association of the Condominium, under the provisions of Chapter 5311 of the Ohio Revised Code, and delegate such authority as it desires to a managing agent;
- (h) Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law; and
- (i) Take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

#### ARTICLE IV MEMBERSHIP

4.01 Every person or entity who is a record owner of a fee or undivided fee simple interest in a Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Unit, and transfer of a Unit shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and By-Laws.

#### ARTICLE V BOARD OF TRUSTEES (MANAGERS)

5.01 The names and addresses of the persons who are initially to act in the capacity of Trustees until the selection of their successors, as provided in the Declaration and By-Laws, are:

<u>NAME</u>	<u>ADDRESS</u>
Charles H. Simms	2785 Orchard Run Road Dayton, Ohio 45449
Hans H. Soltau	6776 Loop Road Centerville, Ohio 45459
Cynthia L. Larkins	6776 Loop Road Centerville, Ohio 45459

The number, qualifications, manner and time of selection of successor Trustees and their terms of office shall be as set forth in the Declaration and By-Laws.

The Board of Trustees shall be and act as the Board of Managers of the Condominium and shall have all of the powers and all of the duties of the Board of Managers as defined in Chapter 5311 of the Ohio Revised Code and of the board of Trustees as defined in Chapter 1702 of the Ohio Revised Code, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the By-Laws.

## ARTICLE VI NOTICE AND QUORUM

6.01 Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

## ARTICLE VII INDEMNIFICATION

7.01 The Association shall indemnify every person who is or has been a Trustee, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns against expenses, including attorneys fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person is a party or is threatened to be made a party by reason of the fact that person was a Trustee, officer, employee or agent of the Association or is or was serving in such capacity at the request of the Association, provided that person: (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association; and (b) in any manner the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine, upon application, that in view of all the circumstances of the case, that such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

7.02 Unless ordered by the court, the determination of indemnification pursuant to the foregoing criteria shall be made by: (a) a majority vote of a quorum of Trustees of the Association who were not and are not parties to or threatened with any such action, suit or proceeding; or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Trustees so direct in a written opinion by independent legal counsel other than an attorney or a firm having associated with it an attorney who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years; or (c) by the

Unit Owners; or (iv) by the court in which such action, suit or proceeding was brought.

7.03 Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Units Owners, or otherwise.

**ARTICLE VIII**  
**DURATION**

8.01 The Association shall exist so long as the condominium regime of the Condominium exists, and no longer.

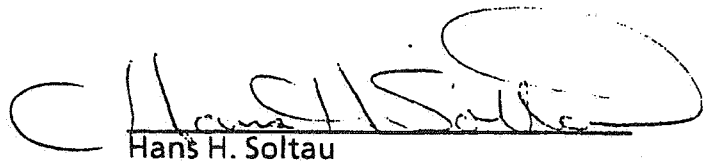
**ARTICLE IX**  
**DISSOLUTION**

9.01 The Association may be dissolved only with the same consents as are required to terminate the condominium regime, as provided in the Declaration.

**ARTICLE X**  
**AMENDMENTS**

10.01 The Articles may be amended only under the same terms and conditions and with the same approvals as are provided in the Declaration for its amendment.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24 day of June, 1997.

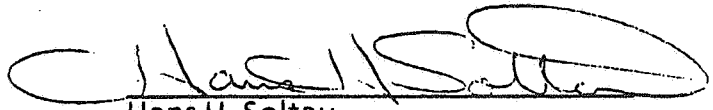
  
Hans H. Soltau

ORIGINAL APPOINTMENT OF AGENT

The undersigned, the sole incorporator of BAY SHORES CONDOMINIUM ASSOCIATION, INC., hereby appoints Hans H. Soltau a natural person resident in the county in which the Corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served. His complete address is 6776 Loop Road, Centerville, Montgomery County, Ohio 45459.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Centerville, Ohio this 24 day of June, 1997.


BAY SHORES CONDOMINIUM  
ASSOCIATION, INC.

  
Hans H. Soltau

BAY SHORES CONDOMINIUM ASSOCIATION, INC.

Gentlemen:

I hereby accept appointment as Agent of your Corporation upon whom process, tax notices or demands may be served.

  
Hans H. Soltau



# The State of Ohio

Bob Taft

Secretary of State

983243

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings; that said records show the filing and recording of: ARN MIS

of:

BAY SHORES CONDOMINIUM ASSOCIATION, INC.

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

Recorded on Roll 5920 at Frame 1006 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 27TH day of JUNE

A.D. 19 97 .



*Bob Taft*  
Bob Taft  
Secretary of State



0021127  
0021128  
0021129

222-80N  
JAY A. CLARK

50

97001-0 1110-08

FIRST AMENDMENT TO DECLARATION

FOR

BAY SHORES CONDOMINIUM

(SECTION TWO)

I hereby certify that copies of the within First Amendment, together with the drawings attached as Exhibits thereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 10/2/97

By: A. J. Wagner

PLAT REFERENCE:

Book: 169

Page(s): 37 4n 37c

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

NOTARY  
AUDITOR  
97001-0-10015  
1110-08



**FIRST AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION TWO)**

---

THIS FIRST AMENDMENT TO DECLARATION, hereinafter referred to as the "First Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in "Exhibit D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(c) Building 1 is two (2) stories in height containing four (4) Residential Units.

(d) The Garage Building designated B is one story in height, containing four (4) Garage Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>UNIT NO.</u>	<u>TYPE</u>
9440, 9442, 9444, 9446	Reef

D. Section 5.05 is hereby amended by adding thereto the following:

Units B-1 through B-4 inclusive in Garage Building B.

E. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting the following:

DEED

97-0679

DIE

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	1.26	B-1	1.26
A-2	1.26	B-2	1.26
A-3	1.26	B-3	1.26
A-4	1.26	B-4	1.26
9429	8.04	9440	8.04
9431	8.04	9441	8.04
9433	6.40	9442	8.04
9435	6.40	9443	8.04
9437	6.40	9444	8.04
9439	6.40	9446	8.04

F. The drawings, attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this First Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this First Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth herein.

\*\*\*\*\*

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 23rd day of September, 1997.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

*Cynthia L. Langens*

By *Hans H. Soltau*  
Hans H. Soltau  
Vice President

*Amanda D. Hill*

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 23rd day of September, 1997 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

*Cynthia L. Langens*  
Notary Public

CYNTHIA L. LANGENS Notary Public  
in and For the State of Ohio  
My Commission Expires Nov. 6, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459



**DESCRIPTION OF  
BAY SHORES CONDOMINIUM  
SECTION TWO  
MIAMI TOWNSHIP, OHIO  
CONTAINING 0.611 ACRES  
AUGUST 29, 1997**

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of Lot 1 of Bay Shores Section One as recorded on Plat Book 168, Page 4 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the southeast corner of Lot 1 of said Bay Shores Section One and the southwest corner of Lot 4 of Heritage Glen Section One as recorded in Plat Book 158, Page 5, said point being in the north right-of-way line of Spring Valley Pike;

thence along the south line of said Lot 1 and the north right-of-way line of said Spring Valley Pike, North eighty-two degrees thirteen minutes fifty seconds West ( $N82^{\circ}13'50''W$ ) for one hundred ninety-nine and 24/100 feet (199.24') to the southeast corner of Bay Shores Condominium Section One as recorded in Plat Book 168, Page 47;

thence along the east lines of said Bay Shores Condominium Section One for the following seven (7) courses:

- 1) on a non-tangent curve to the right with a radius of thirty-five and 00/100 feet (35.00') for an arc distance of twenty-four and 44/100 feet (24.44'), [chord bearing North twelve degrees thirteen minutes fifty-nine seconds West ( $N12^{\circ}13'59''W$ ) for twenty-three and 94/100 feet (23.94'), delta angle of said curve being forty degrees no minutes nineteen seconds ( $40^{\circ}00'19''$ )] to a point of tangency;
- 2) North seven degrees forty-six minutes ten seconds East ( $N07^{\circ}46'10''E$ ) for twenty-eight and 76/100 feet (28.76') to a point of curvature;
- 3) on a curve to the right with a radius of thirty-five and 00/100 feet (35.00') for an arc distance of fifty-four and 97/100 feet (54.97'), [chord bearing North fifty-two degrees forty-five minutes forty-three seconds East ( $N52^{\circ}45'43''E$ ) for forty-nine and 49/100 feet (49.49'), delta angle of said curve being eighty-nine degrees fifty-nine minutes six seconds ( $89^{\circ}59'06''$ )] to a point of reverse curvature;

WOOLPERT LLP

409 East Monument Avenue • Dayton, Ohio 45402-1261  
937.461.5660 • Fax: 937.461.0743 • www.woolper

DEED

97-0679

E03

Description of  
Bay Shores Condominium  
Section Two  
Miami Township, Ohio

August 29, 1997  
Page 2

4) on a curve to the left with a radius of seventy-four and 00/100 feet (74.00') for an arc distance of sixty-one and 43/100 feet (61.43'), [chord bearing North seventy-three degrees fifty-eight minutes eighteen seconds East ( $N73^{\circ}58'18''E$ ) for fifty-nine and 68/100 feet (59.68'), delta angle of said curve being forty-seven degrees thirty-three minutes fifty-six seconds ( $47^{\circ}33'56''$ )] to a point of tangency:

5) North fifty degrees eleven minutes twenty seconds East ( $N50^{\circ}11'20''E$ ) for one hundred five and 54/100 feet (105.54') to a point of curvature:

6) on a curve to the left with a radius of ninety-four and 00/100 feet (94.00') for an arc distance of six and 21/100 feet (6.21'), [chord bearing North forty-eight degrees seventeen minutes forty-eight seconds East ( $N48^{\circ}17'48''E$ ) for six and 21/100 feet (6.21'), delta angle of said curve being three degrees forty-seven minutes four seconds ( $3^{\circ}47'04''$ )];

7) South thirty-nine degrees forty-eight minutes forty seconds East ( $S39^{\circ}48'40''E$ ) for fifty-seven and 68/100 feet (57.68') to a point in the east line of said Lot 1 of Bay Shores Section One and the west line of said Heritage Glen Section One;

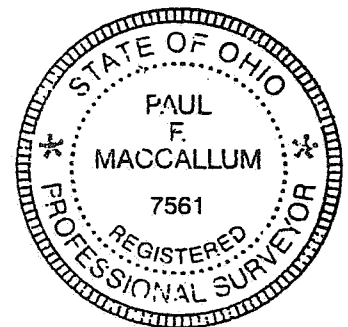
thence along said east and west line, South seven degrees forty-five minutes forty-eight seconds West ( $S07^{\circ}45'48''W$ ) for one hundred fifty-four and 07/100 feet (154.07') to the point of beginning, containing no and 611/1000 (0.611) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in January of 1994. Bearings are based upon said Bay Shores Section One Record Plan.

WOOLPERT LLP

*Paul F. MacCallum*

Paul F. MacCallum  
Ohio Professional Surveyor #7561



DEED

97-0679

E04



**BAY SHORES CONDOMINIUM  
SECTION TWO**

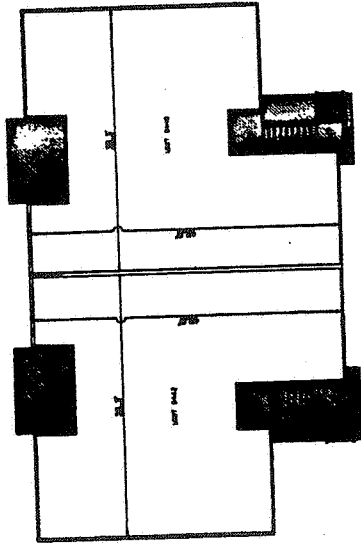
THIS PART OF  
BAY SHORES CONDOMINIUM  
AS RECORDED IN PLAT BOOK 108, PAGE 4  
IN THE PLAT RECORDS OF  
MONTGOMERY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWN 2, RANGE 5, N 7th  
MOUNTAIN TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
COMMENCED 1981  
BY RESOLUTION 1987

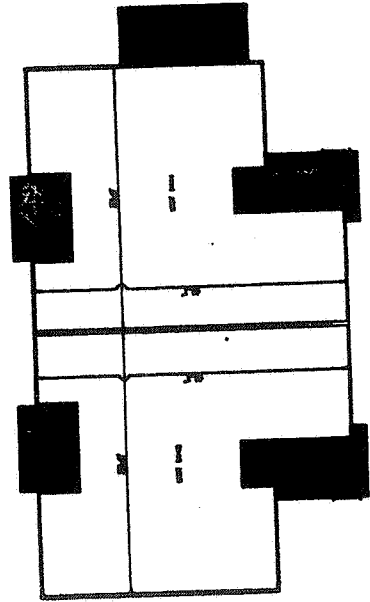
PREPARED BY WOOLPERT LLP  
406 East Monument Avenue  
Dayton, Ohio  
45402-1261  
937 461-5660  
WOOLPERT FAX 937 461-0743



**BUILDING 1**



SECOND FLOOR



FIRST FLOOR

DEED  
97-0679  
E06

APPLICABLE LIMITED COVENANTS FOR  
SPECIAL RECORDING AND PAYING





**BAY SHORES CONDOMINIUM  
SECTION TWO**

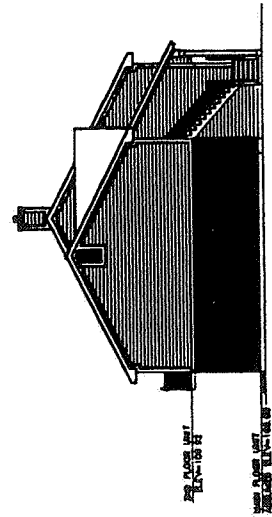
BEING PART OF  
BAY SHORES SECTION ONE  
AS RECORDED IN PLAT RECORDS OF  
SANDUSKY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWNSHIP 3 RANGE 4, S. 14th,  
SANDUSKY COUNTY, OHIO  
CONTAINS 8 UNITS  
SEPTEMBER, 1997

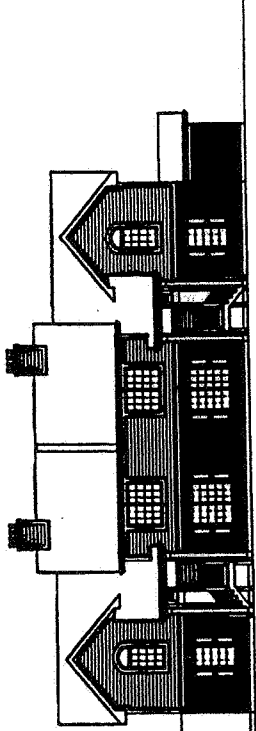
PREPARED BY:



**WOOLPERT LLP**  
409 East Monument Avenue  
Dayton, Ohio  
45402-1281  
937 481-5660  
WOOLPERT FAX: 937 481 0743



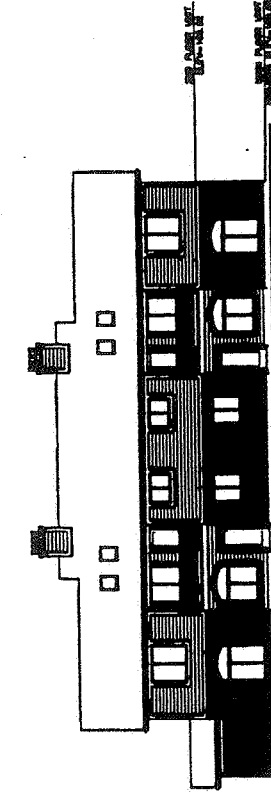
FOR ASSESSMENT  
ELEVATION  
SEE PLAT RECORDS



FOR ASSESSMENT  
ELEVATION  
SEE PLAT RECORDS

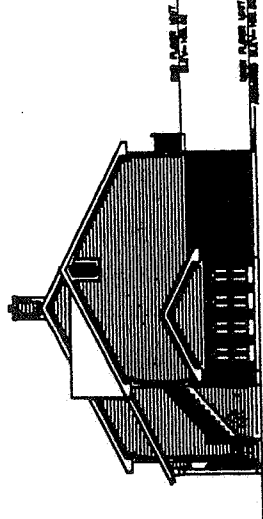
WEST ELEVATION

EAST ELEVATION



FOR ASSESSMENT  
ELEVATION  
SEE PLAT RECORDS

SOUTH ELEVATION



FOR ASSESSMENT  
ELEVATION  
SEE PLAT RECORDS

NORTH ELEVATION

TYPICAL BUILDING ELEVATIONS

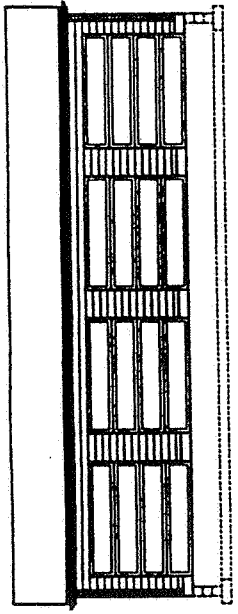
TRANSFEREE  
 OCT - 8 11:10:26  
 Auditor

DEED 97-0679 EQB

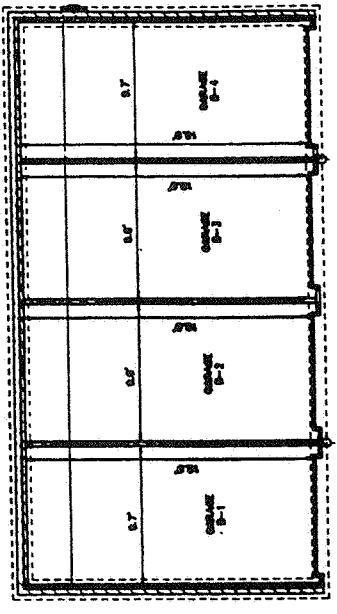
**BAY SHORES CONDOMINIUM  
 SECTION TWO**  
 BEING PART OF  
 BAY SHORES SECTION ONE  
 AS RECORDED IN DEED RECORD OF PAGE 6  
 MONROVIA COUNTY, OHIO

LOCATED IN  
 SECTION 11, TOWNSHIP 12 S. & 18 E.  
 MONROVIA TOWNSHIP  
 MONROVIA COUNTY, OHIO  
 CONTAINING 0.111 ACRES  
 SURVEYED 11/19/77

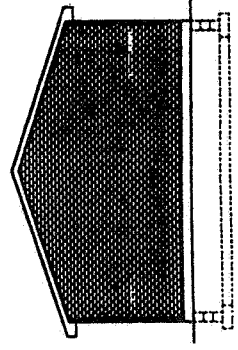
PREPARED BY  
**WOOLPERT LLP**  
 409 East Monument Avenue  
 Dayton, Ohio  
 45402-1281  
 937 481 5860  
 WOOLPERT FAX: 937 481 0743



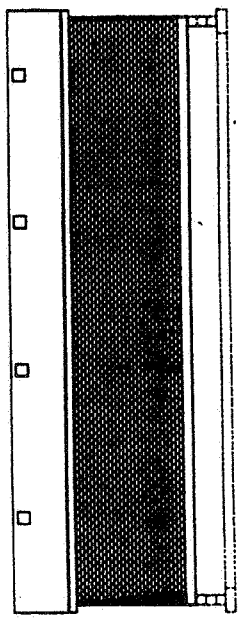
FRONT ELEVATION



BACK ELEVATION



SIDE ELEVATION



OTHER SIDE ELEVATION

0067002  
0067003  
0067004

17

0067058  
0067059

SECOND AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION THREE)

I hereby certify that copies of the within Second Amendment, together with the drawings attached as Exhibits thereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: APRIL 7, 1998

By: A. J. Wagner

228.80  
J

PLAT REFERENCE:

Book: 171

Page(s): 32 THRU 32 C

APR 7 1998

RECORDED  
MONTGOMERY COUNTY OHIO

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

DEED 98-0218 A07

**SECOND AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION THREE)**

---

THIS SECOND AMENDMENT TO DECLARATION, hereinafter referred to as the "Second Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in "Exhibit D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

**NOW, THEREFORE, Declarant hereby declares that:**

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(c) Building 3 is two (2) stories in height containing eight (8) Residential Units.

(d) The Garage Buildings designated as C and D are one story in height, each containing (4) Garage Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>UNIT NO.</u>	<u>TYPE</u>
9401, 9403, 9413, 9415	Reef
9405, 9407, 9409, 9411	Sandpiper

D. Section 5.05 is hereby amended by adding thereto the following:

Units C-1 through C-4 inclusive in Garage Building C and Units D-1 through D-4 inclusive in Garage Building D.

E. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	0.75	B-1	0.75
A-2	0.75	B-2	0.75
A-3	0.75	B-3	0.75
A-4	0.75	B-4	0.75
C-1	0.75	D-1	0.75
C-2	0.75	D-2	0.75
C-3	0.75	D-3	0.75
C-4	0.75	D-4	0.75
9401	4.78	9433	3.83
9403	4.78	9435	3.83
9405	3.83	9437	3.83
9407	3.83	9439	3.83
9409	3.83	9440	4.78
9411	3.83	9441	4.78
9413	4.78	9442	4.78
9415	4.78	9443	4.78
9429	4.78	9444	4.78
9431	4.78	9446	4.78

F. The drawings, attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Second Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Second Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth herein.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 31<sup>ST</sup> day of MARCH, 1998.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

Cynthia L. Larkins

By: Hans H. Soltau  
Hans H. Soltau  
Vice President

Jennifer K. Shupe

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of MARCH, 1998 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins  
Notary Public

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459



**DESCRIPTION OF  
BAY SHORES CONDOMINIUM  
SECTION THREE  
MIAMI TOWNSHIP, OHIO  
CONTAINING 0.637 ACRES  
MARCH 20, 1998**

Situate in Section 11, Township 2, Range 5 M.R.s, Township of Miami, County of Montgomery, State of Ohio, and being part of Lot 1 of Bay Shores Section One as recorded in Plat Book 168, Page 4 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the northeast corner of Bay Shores Condominium Section One as recorded in Plat Book 168 Page 47, said point also being in the west line of Heritage Glen Section One as recorded in Plat Book 158, Page 5;

thence along the north line of said Condominium Section One for the following four (4) courses:

- 1) North eighty-two degrees fourteen minutes twelve seconds West (N82°14'12"W) for eighty-five and 00/100 feet (85.00');
- 2) South eighteen degrees no minutes thirty-five seconds West (S18°00'35"W) for twenty-five and 41/100 feet (25.41');
- 3) North eighty-two degrees fourteen minutes twelve seconds West (N82°14'12"W) for forty and 00/100 feet (40.00');
- 4) South forty-one degrees twenty-two minutes twenty-two seconds West (S41°22'22"W) for seventeen and 03/100 feet (17.03');

thence on a new division line over said Lot One for the following two (2) courses:

- 1) North seven degrees forty-five minutes forty-eight seconds East (N07°45'48"E) for two hundred twenty-nine and 10/100 feet (229.10');
- 2) South eighty-two degrees fourteen minutes twelve seconds East (S82°14'12"E) for one hundred thirty-eight and 95/100 feet (138.95') to a point in the east line of said Lot 1;

thence along said east line, South seven degrees forty-five minutes forty-eight seconds West (S07°45'48"W) for one hundred eighty-nine and 91/100 feet (189.91') to the point of beginning, containing no and 637/1000 (0.637) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.



Description of  
Bay Shores Condominium  
Section Three  
Miami Township, Ohio

March 20, 1998  
Page 2

This description was prepared from a field survey performed by Woolpert in January of 1994.  
Bearings are based upon said Bay Shores Section One Record Plan.

Woolpert LLP

*Paul F. MacCallum*

Paul F. MacCallum  
Ohio Professional Surveyor #7561





**COMMON PLAN  
ROXES CONDOMINIUM  
SECTION THREE**

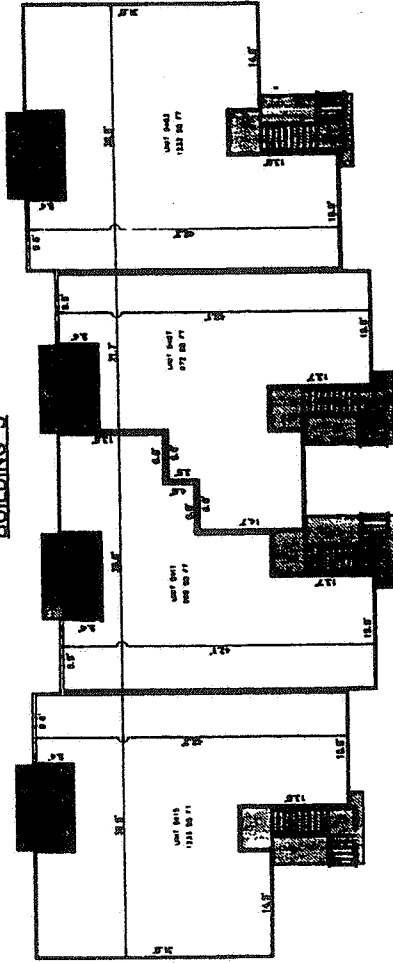
THIS PART OF  
THE COMMON PLAN  
AS RECORDED IN PLAT BOOK 108, PAGE 4  
IN THE PLAT RECORDS OF  
MONTGOMERY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWNSHIP 3, RANGE 5, N. R. 4,  
MONTGOMERY COUNTY, OHIO  
COMMENCED  
MARCH, 1998

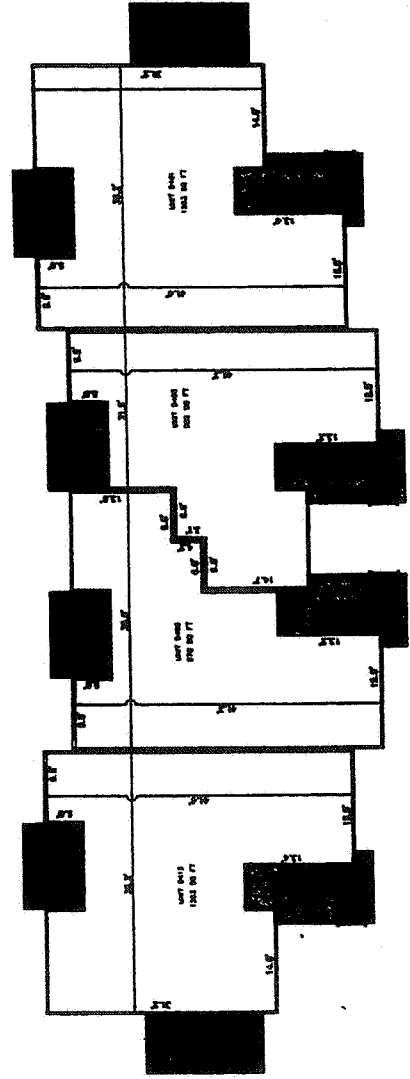
PREPARED BY  
**WOODPERT LLP**  
404 East Monument Avenue  
Dayton, Ohio  
45402-1261  
937.481.5650  
WOODPERT FAX: 937.481.0743



**BUILDING 3**



SECOND FLOOR



FIRST FLOOR

INDICATES LIMITED COMMON FOR  
SKED, PORCH AND PATIO



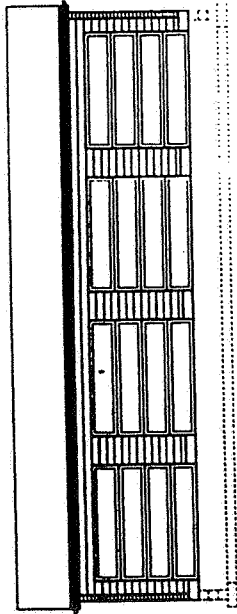


**CONDOS - LANE  
BAY SHORE CONDOMINIUM  
SECTION THREE**

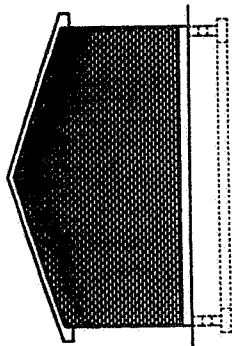
THIS PART OF  
BAY SHORE SECTION ONE  
AS RECORDED IN PLAT BOOK 184, PAGE 4  
IN THE PLAT RECORDS OF  
SANDUSKY COUNTY, NYO

LOCATED IN  
SECTION 11, TOWN 2, RANGE 5, N 1/4  
SANDUSKY COUNTY, NYO  
CONTAINING 0.837 ACRES  
MARCH 1998

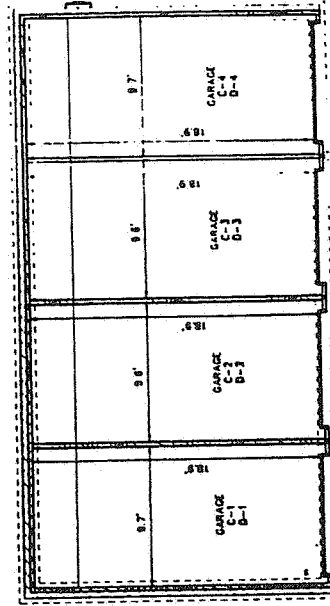
PREPARED BY: **WOOLPERT LLP**  
400 East Monument Avenue  
Durham, Ohio  
45402-1281  
937-481-5600  
WOOLPERT FAX 937-481-0743



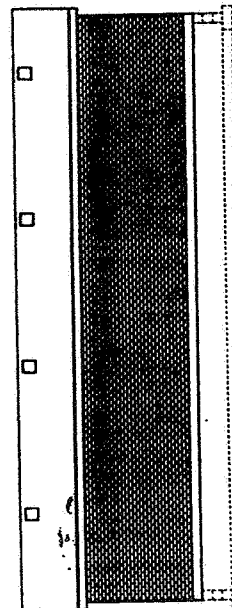
EAST ELEVATION



EAST ELEVATION



FLOOR PLAN



EAST ELEVATION

RECORDED IN PLAT BOOK 184, PAGE 4

0013405

0013406

JOYCE CLERK 222.80

12

50 JUN 22 PM 2:59

0013413

THIRD AMENDMENT TO DECLARATION

FOR

BAY SHORES CONDOMINIUM

(SECTION FOUR)

I hereby certify that copies of the within Third Amendment, together with the drawings attached as Exhibits thereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 4/23/98

By: [Signature]

PLAT REFERENCE:

Book: 172

Page(s): 26 thru 26C

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

A.J. WAGNER  
AUDITOR

98 JUN 22 PM 2:43

TRANSFERRED

DEED

98-0415

A08

**THIRD AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION FOUR)**

---

THIS THIRD AMENDMENT TO DECLARATION, hereinafter referred to as the "Third Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in "Exhibit D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(c) Building 4 is two (2) stories in height containing eight (8) Residential Units.

(d) The Garage Buildings designated as E and F are one story in height, each containing (4) Garage Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>UNIT NO.</u>	<u>TYPE</u>
2451, 2453, 2463, 2465	Reef
2455, 2457, 2459, 2461	Sandpiper

D. Section 5.05 is hereby amended by adding thereto the following:

Units E-1 through E-4 inclusive in Garage Building E and Units F-1 through F-4 inclusive in Garage Building F.

E. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting the following:



<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	0.54	B-1	0.54
A-2	0.54	B-2	0.54
A-3	0.54	B-3	0.54
A-4	0.54	B-4	0.54
C-1	0.54	D-1	0.54
C-2	0.54	D-2	0.54
C-3	0.54	D-3	0.54
C-4	0.54	D-4	0.54
E-1	0.54	F-1	0.54
E-2	0.54	F-2	0.54
E-3	0.54	F-3	0.54
E-4	0.54	F-4	0.54
2451	3.40	9413	3.40
2453	3.40	9415	3.40
2455	2.72	9429	3.40
2457	2.72	9431	3.40
2459	2.72	9433	2.72
2461	2.72	9435	2.72
2463	3.40	9437	2.72
2465	3.40	9439	2.72
9401	3.40	9440	3.40
9403	3.40	9441	3.40
9405	2.72	9442	3.40
9407	2.72	9443	3.40
9409	2.72	9444	3.40
9411	2.72	9446	3.40

F. The drawings, attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Third Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Third Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth herein.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 10<sup>TH</sup> day of JUNE, 1998.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

Cynthia L. Billings

By: Hans H. Soltau  
Hans H. Soltau  
Vice President

Amanda S. Reff

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 10<sup>TH</sup> day of JUNE, 1998 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Billings  
Notary Public

CYNTHIA L. BILLINGS  
In and For the State of Ohio  
My Commission Expires Nov. 8, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459



DESCRIPTION OF  
BAY SHORES CONDOMINIUM  
SECTION FOUR  
MONTGOMERY COUNTY, OHIO  
CONTAINING 0.855 ACRES  
MAY 15, 1998

Situate in Section 11, Township 2, Range 5 M.R.s, Miami Township, County of Montgomery, State of Ohio, and being part of Lot One of Bay Shores Section One as recorded in Plat Book 168, page 4 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an 5/8" iron pin (set) at the easterly most corner of Lot One of Bay Shores Section One, said point also being in the westerly line of Heritage Glen Section One as recorded in Plat Book 158, Page 5;

thence along the east line of said Lot One, South seven degrees forty-five minutes forty-eight seconds West ( $S07^{\circ}45'48''W$ ) for one hundred sixteen and 83/100 feet (116.83') to the northeast corner of said Bay Shores Condominium Section Three as recorded in Plat Book 171, Page 32;

thence along the north and west line of said Condominium Section Three, for the following two (2) courses:

1) North eighty-two degrees fourteen minutes twelve seconds West ( $N82^{\circ}14'12''W$ ) for one hundred thirty-eight and 95/100 feet (138.95');

2) South seven degrees forty-five minutes forty-eight seconds West ( $S07^{\circ}45'48''W$ ) for forty-five and 00/100 feet (45.00');

thence departing said west line and over said Lot One, for the following six (6) courses:

1) North eighty-two degrees fourteen minutes twelve seconds West ( $N82^{\circ}14'12''W$ ) for fifty and 42/100 feet (50.42');

2) North seven degrees eight minutes no seconds East ( $N07^{\circ}45'48''E$ ) for forty-five and 00/100 feet (45.00');

3) North eighty-two degrees fourteen minutes twelve seconds West ( $N82^{\circ}14'12''W$ ) for twenty-three and 36/100 feet (23.36') to a point of curvature;

WOOLPERT LLP  
409 East Monument Avenue • Dayton, Ohio 45402-1261  
937.461.5660 • Fax: 937.461.0743 • www.woolpert.com

DEED

98-0415

B01

Description of  
Bay Shores Condominium  
Section Four  
Miami Township, Ohio

May 15, 1998  
Page 2

4) on a curve to the left with a radius of eighty-two and 00/100 feet (82.00') for an arc distance of thirty and 19/100 feet (30.19'). [chord bearing South eighty-seven degrees twelve minutes fifty-eight seconds West (S87°12'58"W) for thirty and 02/100 feet (30.02'), delta angle of said curve being twenty-one degrees five minutes thirty-nine seconds (21°05'39")];

5) North eleven degrees twenty-eight minutes forty-one seconds West (N11°28'41"W) for one hundred ninety-nine and 00/100 feet (199.00');

6) North thirty-eight degrees fifteen minutes twenty-eight seconds East (N38°15'28"E) for fourteen and 30/100 feet (14.30') to a point along the northerly line of said Lot One;

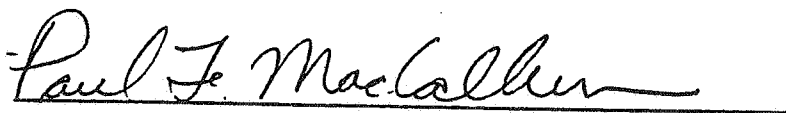
thence along said northerly line, for the following two (2) courses:

1) South fifty-one degrees forty-seven minutes forty-nine seconds East (S51°47'49"E) for one hundred seventy-five and 79/100 feet (175.79');

2) South eighty-six degrees thirty-one minutes forty-five seconds East (S86°31'45"E) for one hundred forty-nine and 43/100 feet (149.43') to the point of beginning, containing no and 855/1000 (0.855) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in January of 1994, with bearings based upon said Bay Shores Section One Record Plan.

Woolpert LLP



Paul F. MacCallum  
Ohio Professional Surveyor #7561





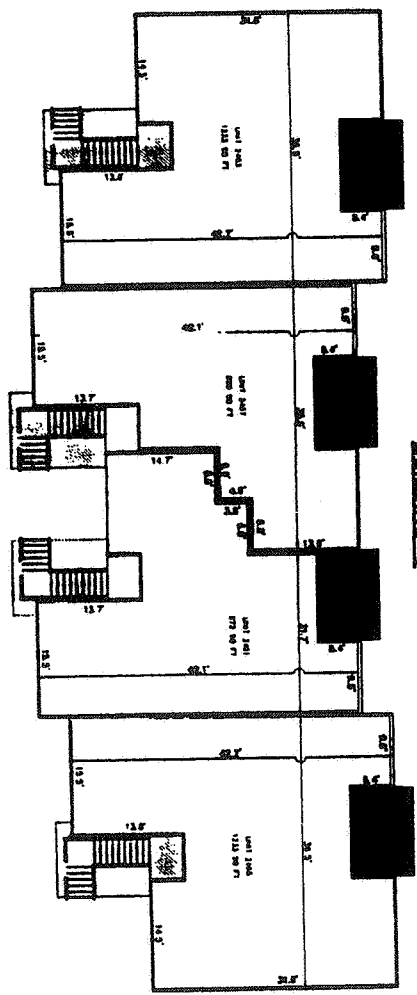
CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION FOUR

INDICATES UNPAID  
BAY SHORES CONDOMINIUM  
IN THE PLAT RECORDS OF  
INDIAN COUNTY, OHIO

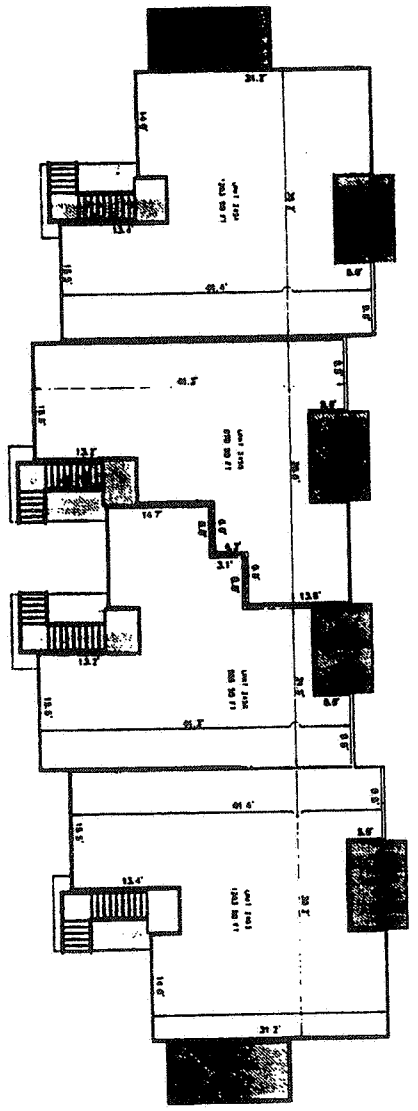
SECTION 11, TOWN 2, RANGE 5, W. 8th  
Salem Township  
Montgomery County, Ohio  
COMMENCED 1988

PREPARED BY: WOOLPERT LTD  
409 East Monument Avenue  
Dayton, Ohio  
45402-1281  
513/461-2840  
WOOLPERT FAX 513/461-0743

BUILDING 4



SECTION FOUR



SECTION FIVE

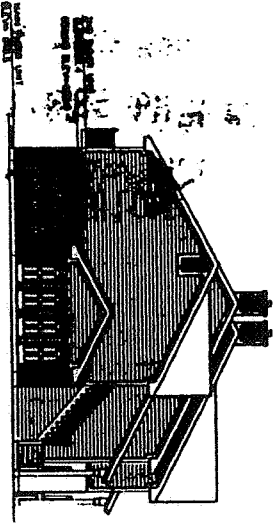
INDICATES UNPAID  
SECTION FOUR AND FIVE

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION FLOOR

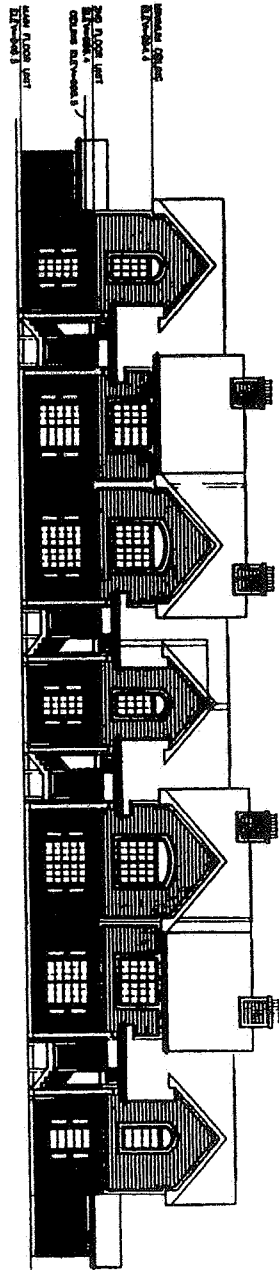
THIS PART OF  
BAY SHORES SECTION ONE  
AS RECORDED IN PLAT BOOK 144, PAGE 4  
IN THE PLAT RECORDS OF  
HAMILTON COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWN 2, RANGE 5, N.H.  
SUALE TOWNSHIP  
HAMILTON COUNTY, OHIO  
CONTAINING 0.853 ACRES  
MAY, 1989

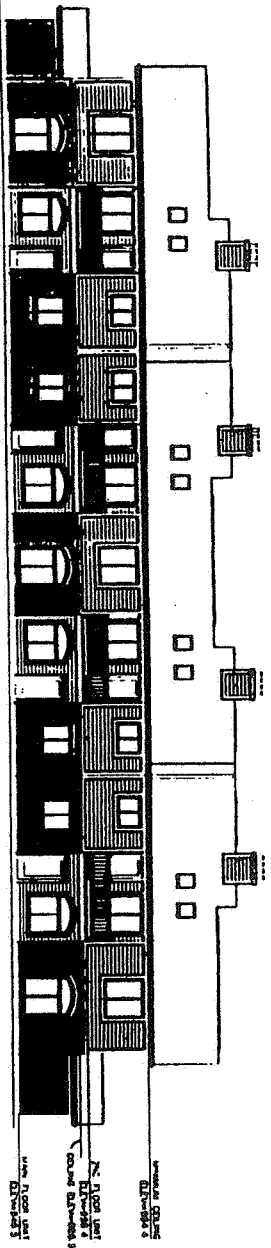
PREPARED BY  
**WOOLPERT LLP**  
408 East Monument Avenue  
Dayton, Ohio  
45402-1281  
937.461.5660  
WOOLPERT FAX 937.441.0743



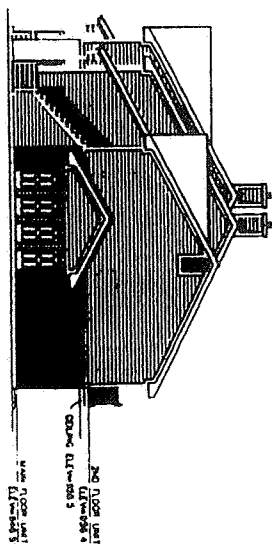
1ST FLOOR UNIT ELEVATION



2ND FLOOR UNIT ELEVATION



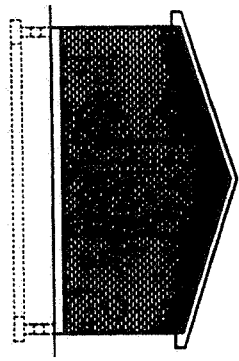
REAR ELEVATION



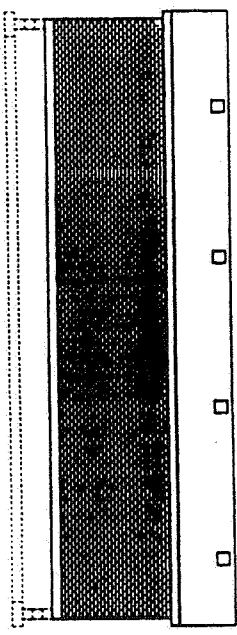
2ND FLOOR UNIT ELEVATION

TYPICAL BUILDING ELEVATIONS

TRANSFERRED  
98 JUN 22 PM 2:43  
A.J. WAGNER  
AUDITOR

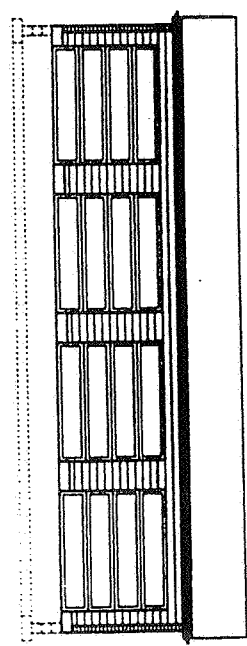


WALL SECTION

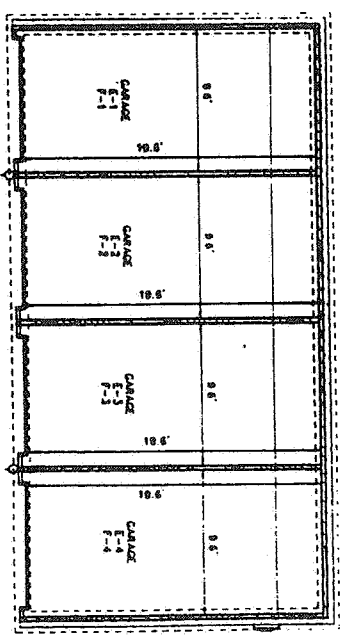


WALL SECTION

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION FLOOR  
THIS PART OF  
BAY SHORES SECTION ONE  
AS RECORDED IN PLAT BOOK 164, PAGE 4  
IN THE PLAT COUNTY, DEO  
COMMISSION COUNTY, DEO  
SECTION 11, TOWN 2, RANGE 3, R. 16 N.  
NORTHWEST QUARTY, DEO  
CONTAINING 6.64 ACRES  
DAY, 1988  
PREPARED BY: ROOFERT LLP  
408 East September Avenue  
Dayton, Ohio  
45402-1281  
937 461-5660  
937 461-0743



WINDOW WALL SECTION



DOOR WALL SECTION



0026624 . 0026625 0026626

JOY A. CLARK  
RECORDED

**26660**

**0026661**

98 DEC -1 PH 2: 38

MONTGOMERY CO. CLERK  
RECORDED

**FOURTH AMENDMENT TO DECLARATION**

**FOR**

**BAY SHORES CONDOMINIUM**

**(SECTION FIVE)**

I hereby certify that copies of the within Fourth Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

**MONTGOMERY COUNTY AUDITOR**

Dated: 12/1/98

By: A. J. Wagner

**PLAT REFERENCE:**

Book: 174

Page(s): 4th 4c

**THIS INSTRUMENT PREPARED BY:**

**HANS H. SOLTAU**  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

FOURTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION FIVE)

---

THIS FOURTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Fourth Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

RECITALS

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in "Exhibit D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

- (e) Building 5 is two (2) stories in height containing eight (8) Residential Units.
- (f) The Garage Building designated as G is one story in height containing (4) Garage Units.

C. Section 5.02 is hereby amended by adding thereto the following:

- (c) Largo is a two (2) story townhouse containing approximately 1,054 square feet with a rear kitchen.
- (d) Heron is a two (2) story townhouse containing approximately 1,054 square feet with a front kitchen.

D. Section 5.03 is hereby amended by adding thereto the following:

<u>UNIT NO.</u>	<u>TYPE</u>
2434, 2436, 2446, 2448	Largo
2438, 2440, 2442, 2444	Heron

E. Section 5.05 is hereby amended by adding thereto the following:

Units G-1 through G-4 inclusive in Garage Building G.

F. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	0.428	B-1	0.428	C-1	0.428
A-2	0.428	B-2	0.428	C-2	0.428
A-3	0.428	B-3	0.428	C-3	0.428
A-4	0.428	B-4	0.428	C-4	0.428
D-1	0.428	E-1	0.428	F-1	0.428
D-2	0.428	E-2	0.428	F-2	0.428
D-3	0.428	E-3	0.428	F-3	0.428
D-4	0.428	E-4	0.428	F-4	0.428
G-1	0.428				
G-2	0.428				
G-3	0.428				
G-4	0.428				
2434	2.256	2459	2.184	9429	2.735
2436	2.256	2461	2.184	9431	2.735
2438	2.256	2463	2.735	9433	2.184
2440	2.256	2465	2.735	9435	2.184
2442	2.256	9401	2.735	9437	2.184
2444	2.256	9403	2.735	9439	2.184
2446	2.256	9405	2.184	9440	2.735
2448	2.256	9407	2.184	9441	2.735
2451	2.735	9409	2.184	9442	2.735
2453	2.735	9411	2.184	9443	2.735
2455	2.184	9413	2.735	9444	2.735
2457	2.184	9415	2.735	9446	2.735

F. The drawings, attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Fourth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Fourth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth herein.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 10th day of November, 1998.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

Cynthia L. Larkins

By: Hans H. Soltau  
Hans H. Soltau  
Vice President

Angela S. Neft

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

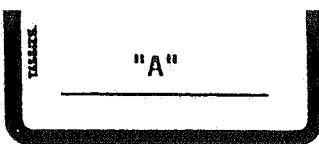
The foregoing instrument was acknowledged before me this 10th day of November, 1998 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins  
Notary Public

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001



**DESCRIPTION OF  
BAY SHORES CONDOMINIUM  
SECTION FIVE  
MONTGOMERY COUNTY, OHIO  
CONTAINING 0.639 ACRES  
NOVEMBER 3, 1998**

Situate in Section 11, Township 2, Range 5 M.Rs., Miami Township, County of Montgomery, State of Ohio, and being a part of Lot One of Bay Shores Section One as recorded in Plat Book 168, Page 4 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin (found) at the northeast corner of Bay Shores Condominium Section Four as recorded in Plat Book 172, Page 26;

thence along the east line of said Bay Shores Condominium Section Four, South seven degrees forty-five minutes forty-eight seconds (S07°45'48"W) for one hundred sixteen and 84/100 feet (116.84') to the southeast corner of said Bay Shores Condominium Section Four;

thence in part along the south line of said Bay Shore Condominium Section Four, North eighty-two degrees fourteen minutes twelve seconds West (N82°14'12"W) for one hundred eighty-nine and 37/100 feet (189.37') to the **TRUE POINT OF BEGINNING**;

thence continuing along the lines of said Bay Shore Condominiums Section Four, for the following two (2) courses:

- 1) South seven degrees forty-five minutes forty-eight seconds West (S07°45'48"W) for forty-five and 00/100 feet (45.00');
- 2) South eighty-two degrees fourteen minutes twelve seconds East (S82°14'12"E) for fifty and 42/100 feet (50.42') to a point on the west line of Bay Shores Condominium Section Three;

thence along the west line of said Bay Shores Condominium Section Three, South seven degrees forty-five minutes forty-eight seconds West (S07°45'48"W) for one hundred five and 93/100 feet (105.93');

Description of  
Bay Shores Condominium  
Section Five  
Washington, Ohio

November 3, 1998

Page 2

thence departing the said west line and over said Bay Shores Section One, for the following four (4) courses:

1) North eighty-two degrees fourteen minutes twelve seconds West (N82°14'12"W) for one hundred sixty-one and 17/100 feet (161.17');

2) North fifty-nine degrees no minutes twenty-eight seconds West (N59°00'28"W) for one hundred fourteen and 98/100 feet (114.98');

3) on a non-tangent curve to the right with a radius of eighty-two and 00/100 feet (82.00') for an arc distance of fifty-three and 39/100 feet (53.39'), [chord bearing North fifty-two degrees thirty-three minutes two seconds East (N52°33'02"E) for fifty-two and 45/100 feet (52.45'), delta angle of said curve being thirty-seven degrees eighteen minutes nineteen seconds (37°18'19")] to a point of tangency;

4) North seventy-one degrees twelve minutes eleven seconds East (N71°12'11"E) for one hundred thirty-three and 51/100 feet (133.51') to a point of curvature;

thence in part along a south line of said Bay Shores Condominium Section Four, on a curve to the right with a radius of eighty-two and 00/100 feet (82.00') for an arc distance of thirty-eight and 01/100 feet (38.01'), [chord bearing North eighty-four degrees twenty-eight minutes fifty-nine seconds East (N84°28'59"E) for thirty-seven and 67/100 feet (37.67'), delta angle of said curve being twenty-six degrees thirty-three minutes thirty-seven seconds (26°33'37")] to a point of tangency;

thence continuing along said south line, South eighty-two degrees fourteen minutes twelve seconds East (S82°14'12"E) for twenty-three and 36/100 feet (23.36') to the **TRUE POINT OF BEGINNING**, containing no and 639/1000 (0.639) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

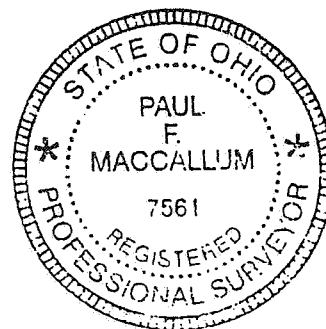
This description was prepared from a field survey performed by Woolpert LLP in January of 1994, with bearings based upon Bay Shores Section One Record Plan.

Woolpert LLP

*Paul F. MacCallum*

Paul F. MacCallum  
Ohio Professional Surveyor #7561

g:\eng\final\simms\10-22314\descript\bayshores5.nov3



**DEDICATION**

As the wife of John, being an interested party, I have read and understand the contents of the above and have signed the same in the presence of the undersigned witnesses, and I have signed the same in the presence of the undersigned witnesses.

*Charles H. Smith*  
 Charles H. Smith, President

*Charles H. Smith*  
 Charles H. Smith, President

*Charles H. Smith*  
 Charles H. Smith, President

*Charles H. Smith*  
 Charles H. Smith, President

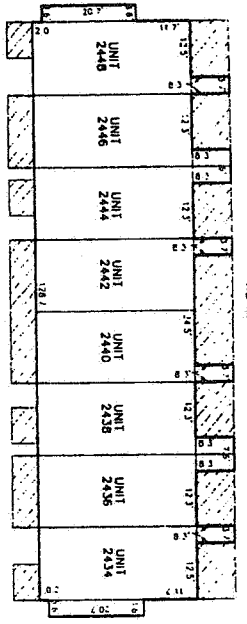
*Charles H. Smith*  
 Charles H. Smith, President

*Charles H. Smith*  
 Charles H. Smith, President

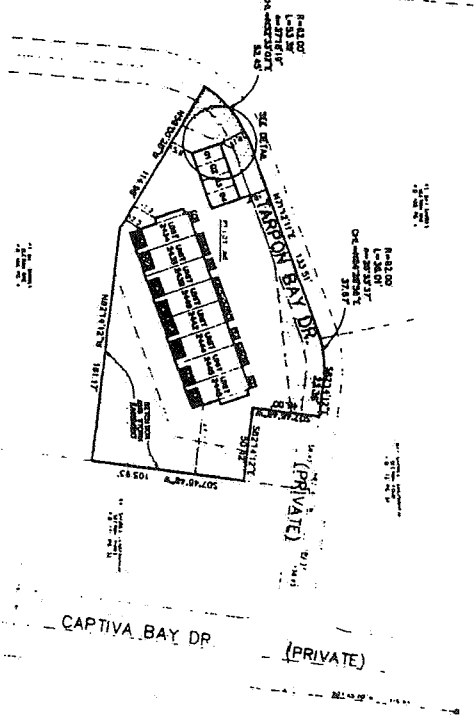
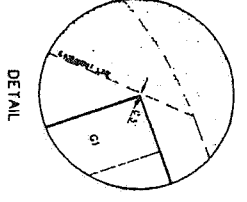
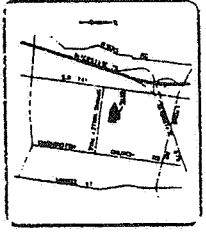
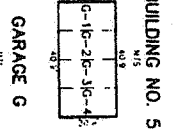
*Charles H. Smith*  
 Charles H. Smith, President

*Charles H. Smith*  
 Charles H. Smith, President

*Charles H. Smith*  
 Charles H. Smith, President



The bearings are based on Charles H. Smith's survey of the above described land as recorded in D.M. #2-12-04-05-06



**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION FIVE**

WOLPERT LLP  
 837 4th Street  
 Fort Lauderdale, FL 33304  
 TEL: 954-575-1100  
 FAX: 954-575-1101

APPROVED FOR RECORD  
 ENGINEER  
 DATE 11/13/98  
 CHECKED BY: L.T. 09-002

**LEGEND**  
 3/4" = 1' FOR ROAD  
 1/8" = 1' FOR SET  
 CONCRETE DIMENSIONS FOR ROAD

NOTES: UNPAID  
 POINT UP PAID

**EXHIBIT "B"**

103 Q180-86 DEED



CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION FIVE

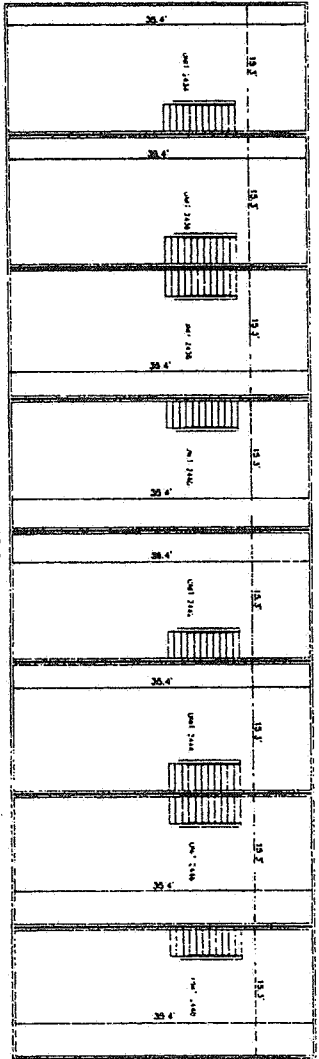
THIS BEING PART OF THE  
SUBDIVISION OF THE  
AS DESCRIBED IN PLAT BOOK 103, PAGE 4  
OF THE PUBLIC RECORDS OF  
SANTA CLARA COUNTY, CALIFORNIA

PREPARED BY  
DAVID TOMLINSON, ARCHITECT  
CORPORATION, 2550 N. 25th  
NOVEMBER, 1989

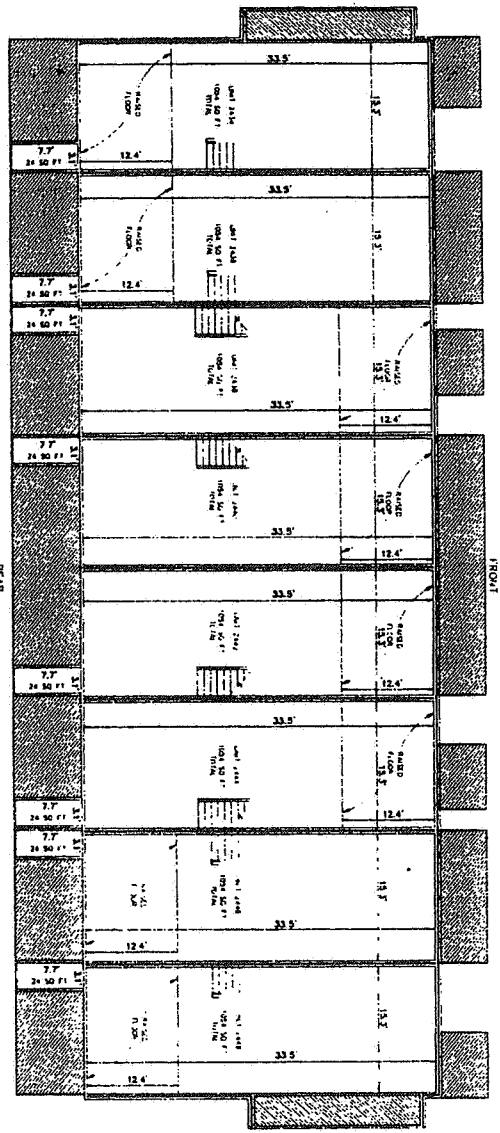


INDICATE LIMITED CIRCULAR FIN  
SHELF, PORCH AND PATIO

BUILDING 5



REAR  
SECOND FLOOR



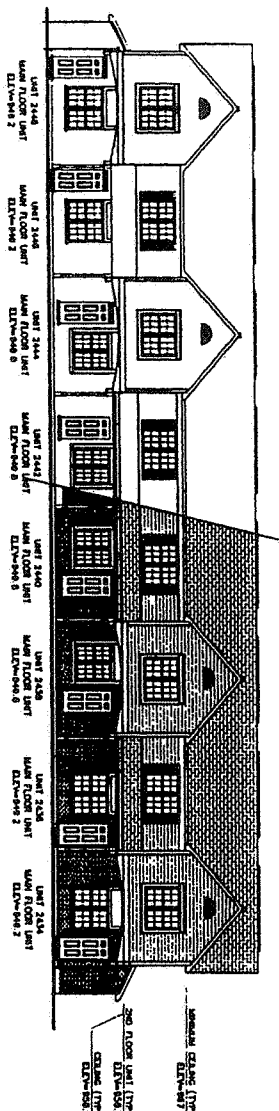
REAR  
FIRST FLOOR

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION FIVE

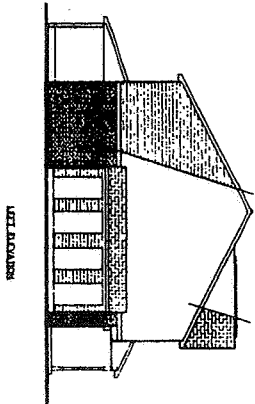
BEING PART OF  
AS REFLECTED IN PLAT BOOK 166 PAGE 4  
IN THE PLAT RECORDS OF  
ADAMS COUNTY, OHIO

SECTION 11, TOWN 2, RANGE 5, W.4,  
R.10  
MUNI. TOWNSHIP 2410  
COUNTY OF ADAMS, OHIO  
NOVEMBER, 1988

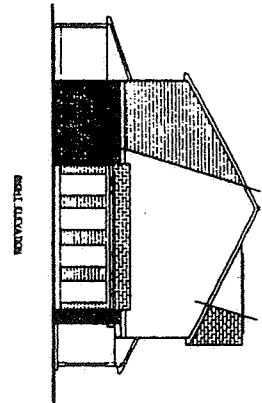
PREPARED BY:  
D. L. GARDNER & ASSOCIATES, INC.  
12000 W. 12th Street  
Cincinnati, Ohio 45241  
TELEPHONE (513) 863-7700  
FACSIMILE (513) 863-7701  
CONSULTING LTD.



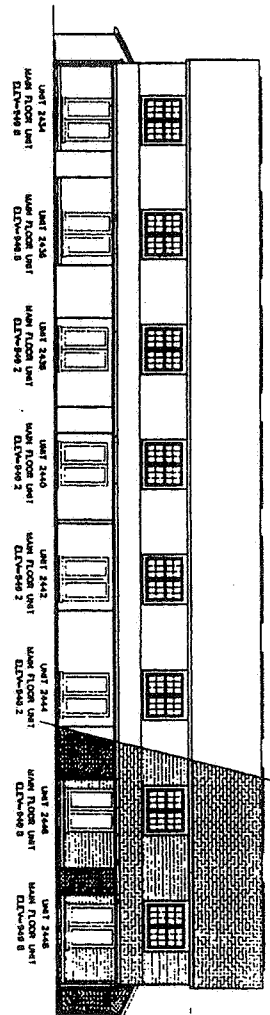
FRONT ELEVATION



LEFT ELEVATION



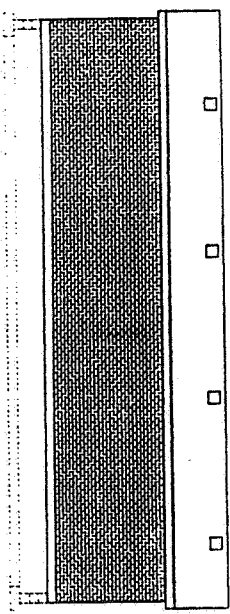
RIGHT ELEVATION



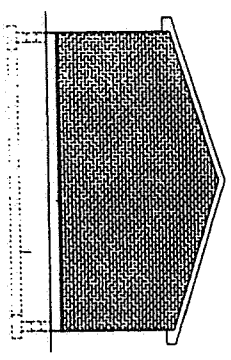
REAR ELEVATION

TYPICAL BUILDING ELEVATIONS

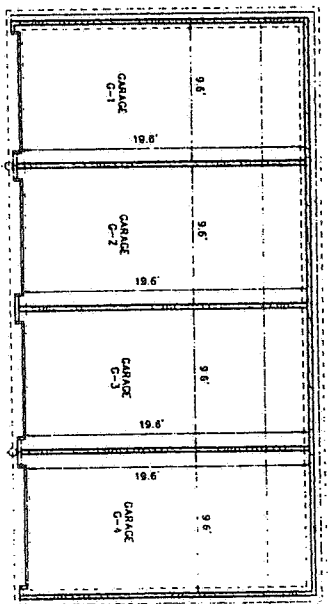
SECTION B



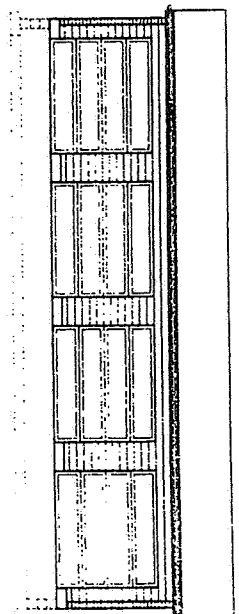
SECTION C



FLOOR PLAN



SECTION D



**W**  
**WOODRUFF LLP**  
 200 E. WASHINGTON AVE  
 SUITE 2000  
 CHICAGO, IL 60601  
 TEL: 312.467.1713

**CONDUMINIUM PLAN**  
**BAY SHORES CONDUMINIUM**  
**SECTION FIVE**  
 SECTION 11, CORNER, PARCELS 5, 6, 7, 8  
 VILLAGE TOWNSHIP, COOK COUNTY  
 CONTAINING 0.639 ACRES  
 NOVEMBER, 1998  
 PREPARED BY:  
 BRUCE WOODRUFF, ARCHITECT  
 1500 N. LAKE STREET, SUITE 200  
 CHICAGO, ILLINOIS 60610  
 TEL: 312.467.1713



2/25/99

CLARK  
RECORDED

99 FEB 25 AM 9:34

MONTGOMERY CO. OHIO  
RECORDED

0003423  
0003424  
0003425

FIFTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION SIX)

3444

I hereby certify that copies of the within Fifth Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

*[Signature]*

Dated: 2/25/99

By: \_\_\_\_\_

PLAT REFERENCE:

Book: 174

Page(s): 50 thru 500

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

A.J. WAGNER  
AUDITOR  
99 FEB 25 AM 9:25

TRANSPERED

FIFTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION SIX)

---

THIS FIFTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Fifth Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant":

RECITALS

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26
Fourth Amendment	98-810-D06	174-4

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in "Exhibit D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(e) Building 6 is two (2) stories in height containing eight (8) Residential Units.

(f) The Garage Building designated as H is one story in height containing (4) Garage Units.

C. Section 5.02 is hereby amended by adding thereto the following:

(c) Largo is a two (2) story townhouse containing approximately 1,054 square feet with a rear kitchen.

(d) Heron is a two (2) story townhouse containing approximately 1,054 square feet with a front kitchen.

D. Section 5.03 is hereby amended by adding thereto the following:

<u>UNIT NO.</u>	<u>TYPE</u>
2433, 2435, 2445, 2447	Largo
2437, 2439, 2441, 2443	Heron

E. Section 5.05 is hereby amended by adding thereto the following:

Units H-1 through H-4 inclusive in Garage Building H.

F. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	0.357	B-1	0.357	C-1	0.357
A-2	0.357	B-2	0.357	C-2	0.357
A-3	0.357	B-3	0.357	C-3	0.357
A-4	0.357	B-4	0.357	C-4	0.357
D-1	0.357	E-1	0.357	F-1	0.357
D-2	0.357	E-2	0.357	F-2	0.357
D-3	0.357	E-3	0.357	F-3	0.357
D-4	0.357	E-4	0.357	F-4	0.357
G-1	0.357	H-1	0.357		
G-2	0.357	H-2	0.357		
G-3	0.357	H-3	0.357		
G-4	0.357	H-4	0.357		
2433	1.884	2448	1.884	9413	2.284
2434	1.884	2451	2.284	9415	2.284
2435	1.884	2453	2.284	9429	2.284
2436	1.884	2455	1.824	9431	2.284
2437	1.884	2457	1.824	9433	1.824
2438	1.884	2459	1.824	9435	1.824
2439	1.884	2461	1.824	9437	1.824
2440	1.884	2463	2.284	9439	1.824
2441	1.884	2465	2.284	9440	2.284
2442	1.884	9401	2.284	9441	2.284
2443	1.884	9403	2.284	9442	2.284
2444	1.884	9405	1.824	9443	2.284
2445	1.884	9407	1.824	9444	2.284
2446	1.884	9409	1.824	9446	2.284
2447	1.884	9411	1.824		

F. The drawings, attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Fifth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Fifth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth herein.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 7th day of January, 1999.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

[Signature]

By: [Signature]  
Hans H. Soltau  
Vice President

[Signature]

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 7th day of January, 1999 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

[Signature]  
Notary Public

THIS INSTRUMENT PREPARED BY:

CYNTHIA L. LARSEN, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459





DESCRIPTION OF  
BAY SHORES CONDOMINIUM  
SECTION SIX  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.513 ACRES  
JANUARY 15, 1999

Situate in Section 11, Township 2, Range 5 M.Rs., County of Montgomery, State of Ohio, and being a part of Lot One of Bay Shores Section One as recorded in Plat Book 168, Page 4. (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin (found) at the northeast corner of Bay Shores Condominium Section Four as recorded in Plat Book 172, page 26;

thence along the north line of said Bay Shores Condominium Section Four, for the following two (2) courses:

- 1) North eighty-six degrees thirty-one minutes forty-five seconds West (N86°31'45"W) for one hundred forty-nine and 43/100 feet (149.43');
- 2) North fifty-one degrees forty-seven minutes forty-nine seconds West (N51°47'49"W) for one hundred seventy-five and 79/100 feet (175.79') to the **TRUE POINT OF BEGINNING**;

thence departing said north line and along the west lines of said Bay Shores Condominium Section Four for the following two (2) courses:

- 1) South thirty-eight degrees fifteen minutes twenty-eight seconds West (S38°15'28"W) for fourteen and 30/100 feet (14.30');
- 2) South eleven degrees twenty-eight minutes forty-one seconds East (S11°28'41"E) for one hundred ninety-nine and 00/100 feet (199.00') to the southwest corner of said Bay Shores Condominium Section Four said point also being on the north line of Bay Shores Condominium Section Five as recorded in Plat Book 174, Page 4;

thence departing said west line and along said north line for the following three (3) courses:

- 1) on a curve to the left with a radius of eighty-two and 00/100 feet (82.00') for an arc

distance of seven and 82/100 feet (7.82'), [chord bearing South seventy-three degrees fifty-six minutes ten seconds West (S73°56'10"W) for seven and 82/100 feet (7.82'), delta angle of said curve being five degrees twenty-seven minutes fifty-eight seconds (5°27'58")];

2) South seventy-one degrees twelve minutes eleven seconds West (S71°12'11"W) for one hundred thirty-three and 51/100 feet (133.51');

3) on a curve to the left with a radius of eighty-two and 00/100 feet (82.00') for an arc distance of fifty-three and 39/100 feet (53.39'), [chord bearing South fifty-two degrees thirty-three minutes two seconds West (S52°33'02"W) for fifty-two and 45/100 feet (52.45'), delta angle of said curve being thirty-seven degrees eighteen minutes nineteen seconds (37°18'19")] to the northwest corner of said Bay Shores Condominium Section Five;

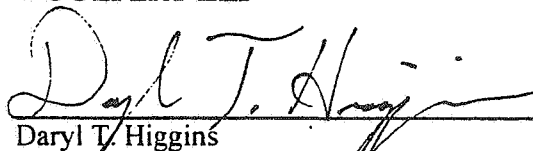
thence departing said north line of said Section Five and along a new division line, North fifty-nine degrees no minutes twenty-eight seconds West (N59°00'28"W) for eighty and 28/100 feet (80.28') to a point on the west line of Ashton Place Condominium Phase Twelve as recorded in Plat Book 155, Page 42;

thence along said west line and said line's northerly extension, said extension being the west lines of Ashton Place Condominium Phase Eleven as recorded in Plat Book 155, Page 25, Ashton Place Condominium Phase Ten as recorded in Plat Book 155, Page 1, and The Conifers as recorded in Plat Book 128, Page 42, North five degrees twenty-six minutes thirty-five seconds East (N05°26'35"E) for three hundred eighty-three and 24/100 feet (383.24');

thence South fifty-one degrees forty-seven minutes forty-nine seconds East (S51°47'49"E) for two hundred twenty-five and 59/100 feet (225.59') to the **TRUE POINT OF BEGINNING**, containing one and 513/1000 (1.513) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in January of 1994, with bearings based upon Bay Shores Section One Record Plan.

WOOLPERT LLP



Daryl T. Higgins  
Ohio Professional Surveyor #7003

g:\eng\draft\simms\10-22314\descript\bnd6.doc



**DEDICATION**

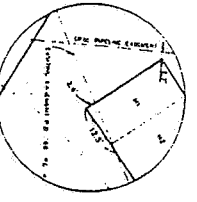
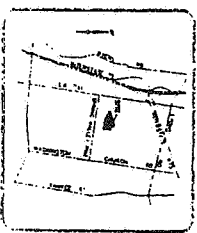
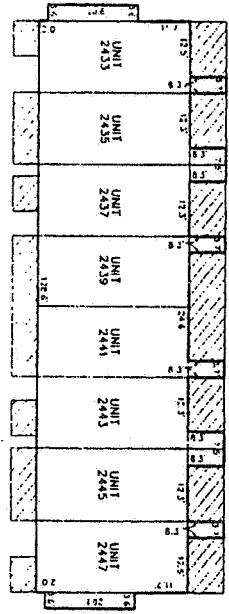
As the undersigned, I hereby certify that the undersigned and the undersigned of the undersigned have executed the foregoing instrument and the same is a true and correct copy of the original instrument as the same appears in the records of the State of Ohio. Witness my hand and seal of office this 1st day of May, 1999.

*John A. ...*  
*John A. ...*  
*John A. ...*

*John A. ...*  
*John A. ...*  
*John A. ...*

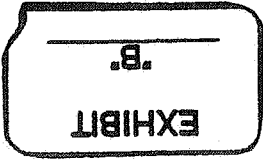
*John A. ...*  
*John A. ...*  
*John A. ...*

*John A. ...*  
*John A. ...*  
*John A. ...*

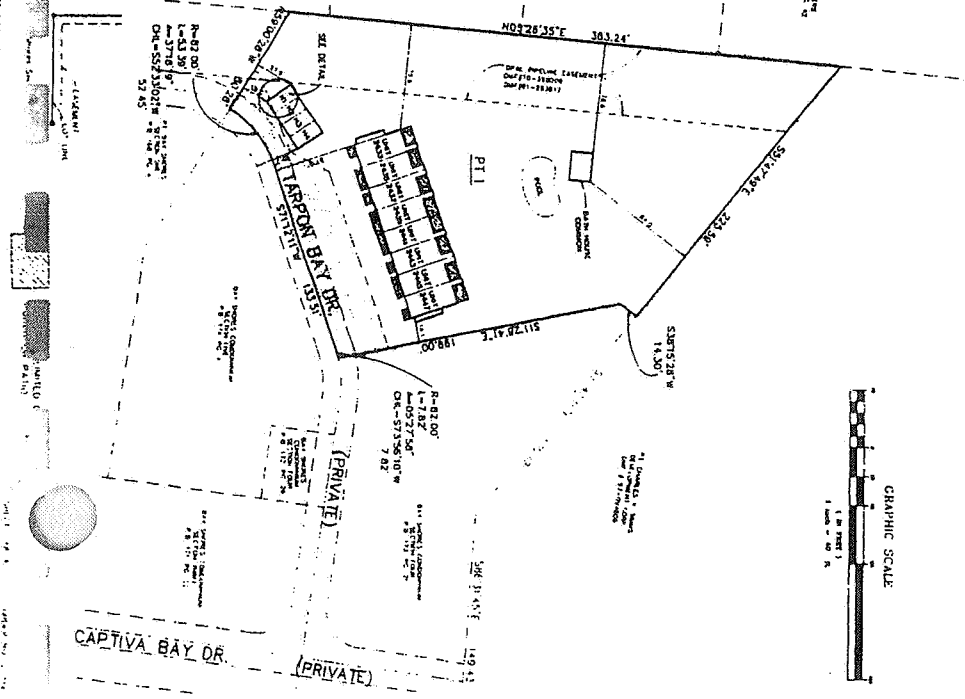
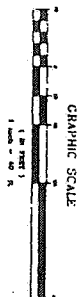


*John A. ...*  
*John A. ...*  
*John A. ...*

The distances are based on Charles V. Smith's Survey of the same property and as shown on the plat recorded in the records of the State of Ohio.



**MOOREHEAD LLP**  
 400 E. ...  
 DAYTON, OHIO 45422  
 TEL: 513.241.2000  
 FAX: 513.241.0743



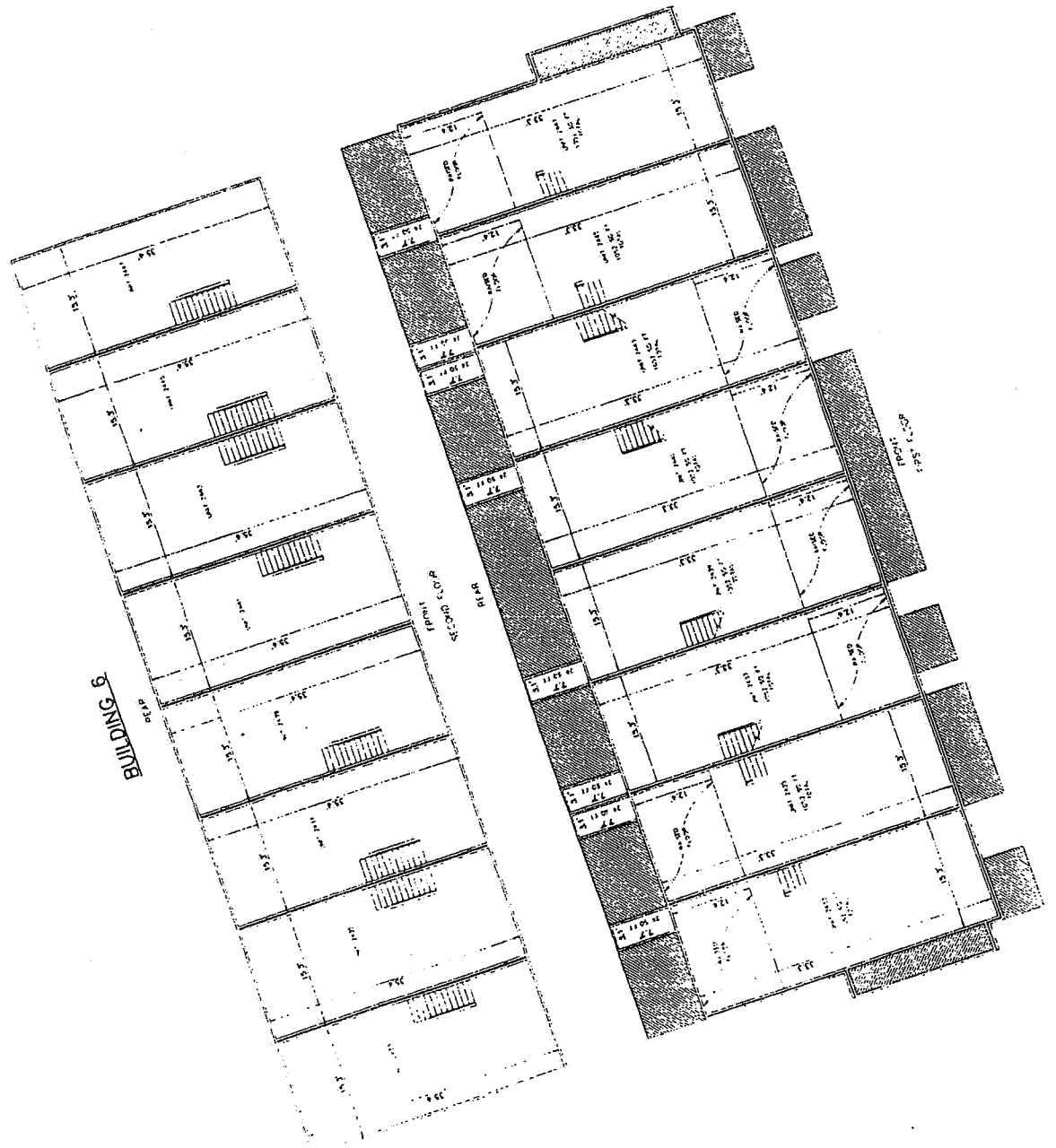
CONDOMINIUM PLAN  
 RAY SHORES CONDOMINIUM  
 SECTION SIX

RAY SHORES CONDOMINIUM  
 AS SHOWN ON PLAT BOOK 162, PAGE 4  
 IN THE COUNTY OF ALABAMA  
 PREPARED BY

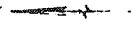
PREPARED BY  
 J. B. HARRIS, JR.  
 ARCHITECT  
 1000 1/2 SOUTH 13TH AVENUE  
 BIRMINGHAM, ALABAMA 35204  
 PHONE 938-1111



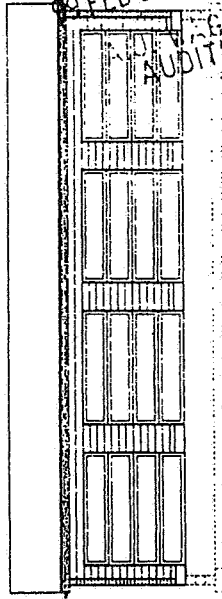
PREPARED BY  
 J. B. HARRIS, JR.  
 ARCHITECT  
 1000 1/2 SOUTH 13TH AVENUE  
 BIRMINGHAM, ALABAMA 35204  
 PHONE 938-1111



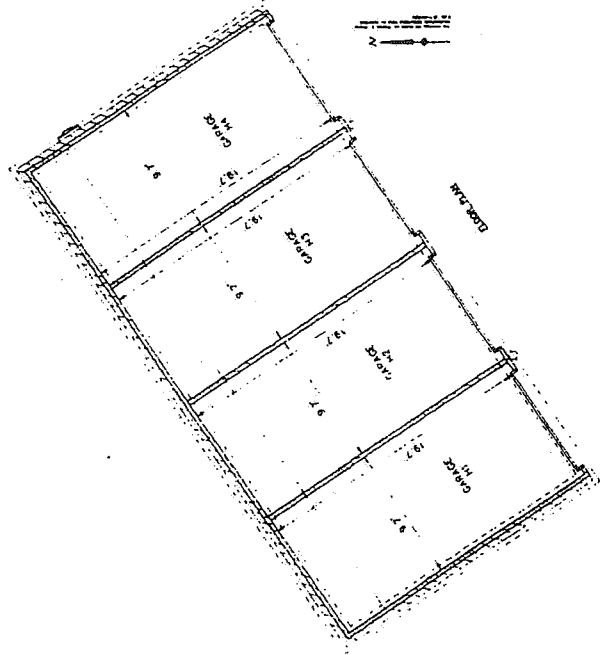
NOT TO SCALE  
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED



TRANSFERRED  
FEB 25 AM 9:25



FRONT ELEVATION



CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION SIX

BAY SHORES CONDOMINIUM  
BEING PART OF THE  
CONDOMINIUM PLAN  
AS RECORDED IN PLAT BOOK 188, PAGE 4  
IN THE PLAT RECORDS OF  
WASHINGTON COUNTY, MISSOURI

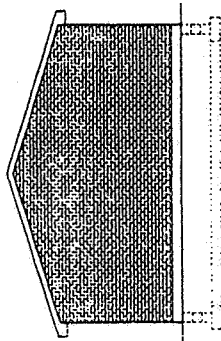
LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 5, N. 1/4  
MONROE COUNTY, MISSOURI  
CONTAINING 1.513 ACRES  
JANUARY, 1979

PREPARED BY:

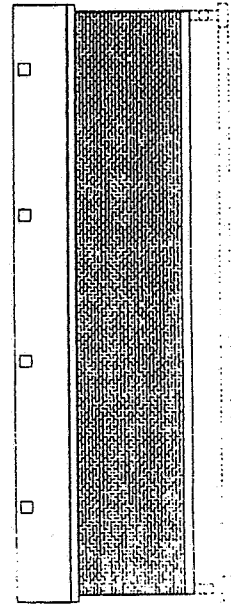


408 E. HANCOCK AVE.  
DARTMOUTH, MISSOURI 64507  
877-441-3666  
FAX 877-441-0713

WOLFERT LLP



SIDE ELEVATION



REAR ELEVATION

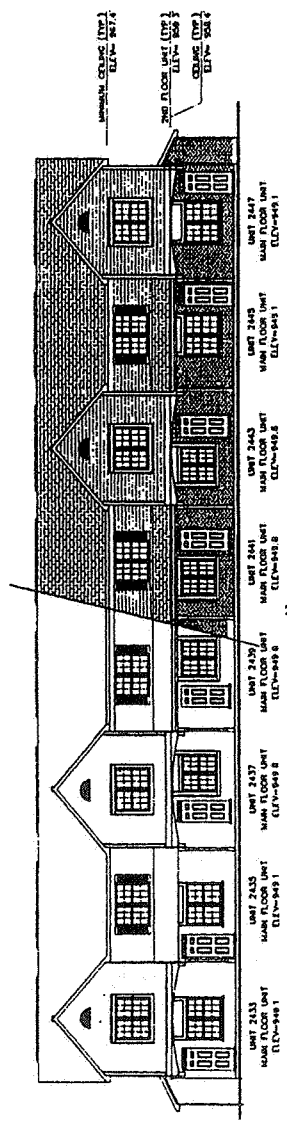
CONDOMINIUM  
SECTION

LOCATED IN  
SECTION 14, TOWNSHIP 3, RANGE 5, N.B.S.  
MIAMI TOWNSHIP  
COUNTY OF DADE, FLORIDA  
CONTAINING 1513 ACRES  
JANUARY, 1999

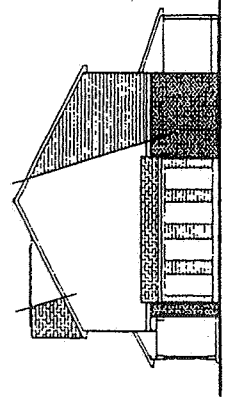
FIGURED BY



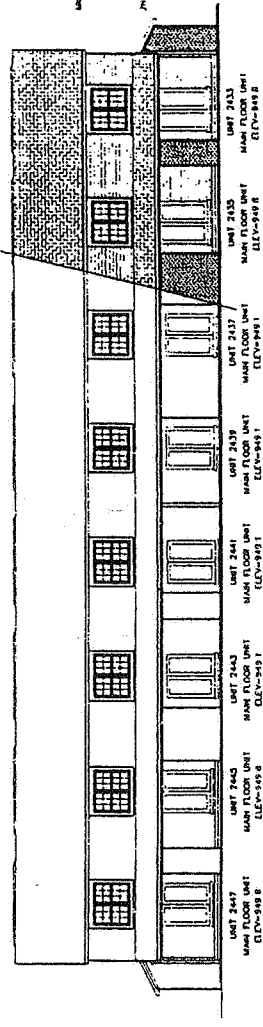
DEED 99-0108 A10



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

TYPICAL BUILDING ELEVATIONS

SIXTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION SEVEN)

I hereby certify that copies of the within Sixth Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 5/18/1999

By: *[Signature]*

PLAT REFERENCE:

Book: 175

Page(s): 48 47 48E

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

*[Faint stamp: AUDITOR, MAY 18 1999]*

**SIXTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION SEVEN)**

---

THIS SIXTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Sixth Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant":

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26
Fourth Amendment	98-810-D06	174-4
Fifth Amendment	99-108-A01	174-50

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in Exhibit "D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.



F Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(m) Building 7 is two (2) stories in height containing four (4) Residential Units.

(n) Building 8 is two (2) stories in height containing eight (8) Residential Units.

(o) Building 9 is two (2) stories in height containing four (4) Residential Units.

(p) The Garage Building designated as I is one story in height containing (4) Garage Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>UNIT NO.</u>	<u>TYPE</u>
2401, 2403, 2408, 2410 2416, 2418, 2426, 2428	Largo
2405, 2407, 2408, 2410 2416, 2418, 2422, 2424	Heron

E. Section 5.05 is hereby amended by adding thereto the following:

Units I-1 through I-4 inclusive in Garage Building I.

F. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	0.272	B-1	0.272	C-1	0.272
A-2	0.272	B-2	0.272	C-2	0.272
A-3	0.272	B-3	0.272	C-3	0.272
A-4	0.272	B-4	0.272	C-4	0.272
D-1	0.272	E-1	0.272	F-1	0.272
D-2	0.272	E-2	0.272	F-2	0.272
D-3	0.272	E-3	0.272	F-3	0.272
D-4	0.272	E-4	0.272	F-4	0.272
G-1	0.272	H-1	0.272	I-1	0.272
G-2	0.272	H-2	0.272	I-2	0.272
G-3	0.272	H-3	0.272	I-3	0.272
G-4	0.272	H-4	0.272	I-4	0.272
2401 ✓	1.432	2437	1.432	9401	1.736
2403 ✓	1.432	2438	1.432	9403	1.736
2404 ✓	1.432	2439	1.432	9405	1.384
2405 ✓	1.432	2440	1.432	9407	1.384
2406 ✓	1.432	2441	1.432	9409	1.384
2407 ✓	1.432	2442	1.432	9411	1.384
2408 ✓	1.432	2443	1.432	9413	1.736
2410 ✓	1.432	2444	1.432	9415	1.736
2412 ✓	1.432	2445	1.432	9429	1.736
2414 ✓	1.432	2446	1.432	9431	1.736
2416 ✓	1.432	2447	1.432	9433	1.384
2418 ✓	1.432	2448	1.432	9435	1.384
2422 ✓	1.432	2451	1.736	9437	1.384
2424 ✓	1.432	2453	1.736	9439	1.384
2426 ✓	1.432	2455	1.384	9440	1.736
2428 ✓	1.432	2457	1.384	9441	1.736
2433	1.432	2459	1.384	9442	1.736
2434	1.432	2461	1.384	9443	1.736
2435	1.432	2463	1.736	9444	1.736
2436	1.432	2465	1.736	9446	1.736

F. The drawings, attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Sixth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Sixth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth herein.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 27th day of April, 1999.

Signed and acknowledged  
in the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

*Cynthia L. Larkins*

By: *Hans H. Soltau*  
Hans H. Soltau  
Vice President

*Joseph H. Strafer*

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 27th day April, 1999 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

*Cynthia L. Larkins*  
Notary Public

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

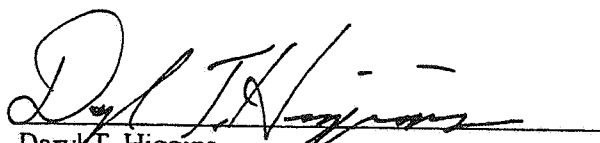
CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

2. South seven degrees forty-six minutes ten seconds West (S07°46'10"W) for one hundred thirty-three and 67/100 feet (133.67') to a 5/8" iron pin (found) at on the north right-of-way line of said Spring Valley Pike as recorded in Plat Book 168 Page 4;

thence along the north right-of-way line of said Spring Valley Pike, North eighty-two degrees thirteen minutes fifty seconds West (N82°13'50"W) for two hundred sixteen and 51/100 feet (216.51') to the point of beginning, containing two and 449/1000 (2.449) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in April 1999, with bearings based upon said Bay Shores Section One record plan.

Woolpert LLP

  
Daryl T. Higgins  
Ohio Professional Surveyor #7003



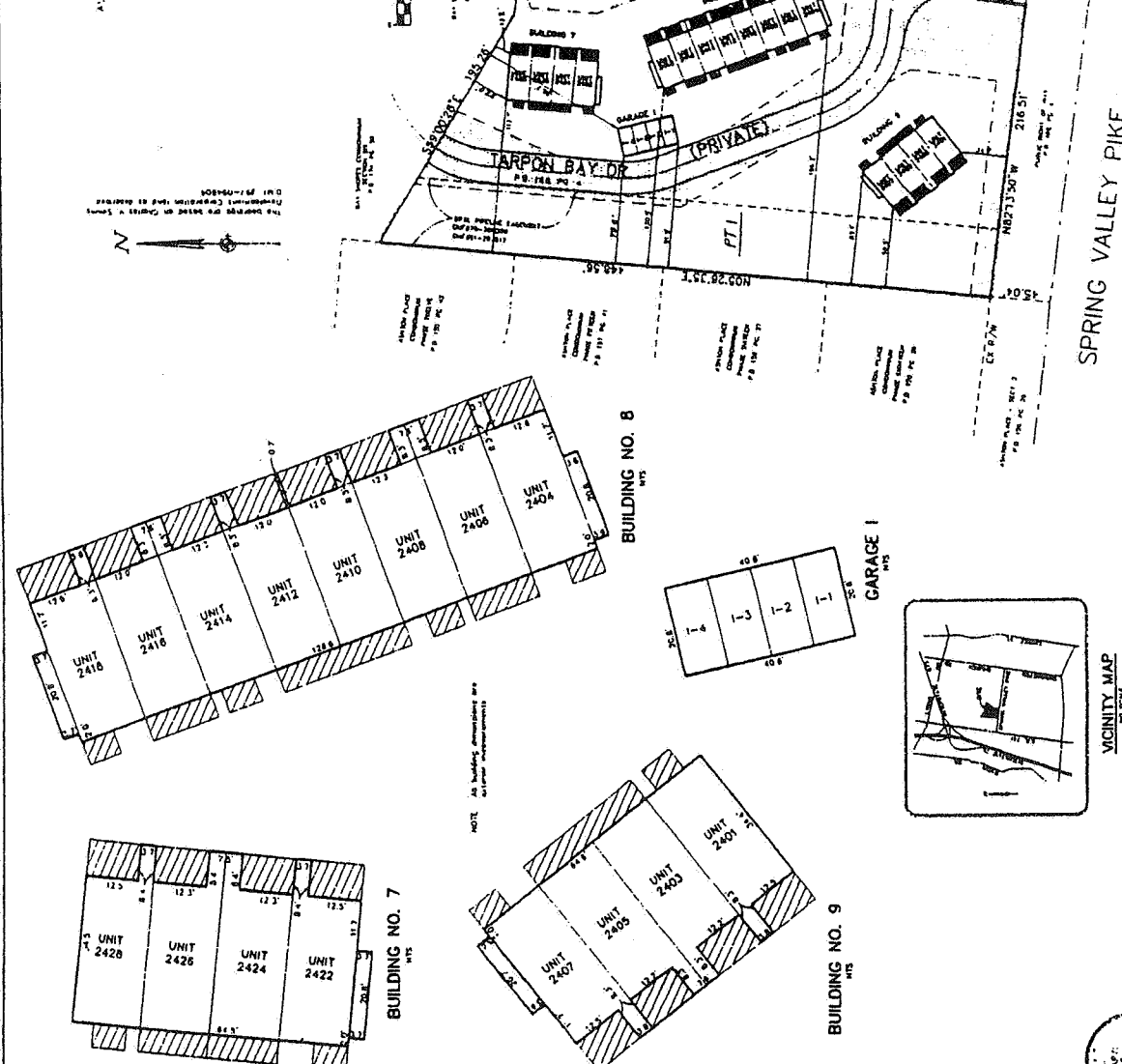
**CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION SEVEN**

BEING PART OF LOT 1 OF  
BAY SHORES SECTION ONE  
AS RECORDED IN PLAT BOOK NO. 187, PAGE 100  
IN THE PLAT RECORDS OF  
MONTGOMERY COUNTY, MISSOURI

LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 2, S.  
MONTGOMERY COUNTY, MISSOURI  
CONTAINING 2.419 ACRES  
PREPARED BY  
WOODPERT LLP



GRAPHIC SCALE  
1" = 100 FT.  
1" = 200 FT.  
1" = 400 FT.



**DEDICATION:**  
The undersigned, being all the owners and beneficiaries of the land herein shown do hereby dedicate the moving and stopping of the within Condominium Plan to be on voluntary and deed Carpon Bay Drive is a priority maintenance non-dedicated street, reserved for the construction, operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone, or other utility lines or structures and for the express privilege of removing any of such trees or other obstructions to the free use of said utilities and for the use of the premises for their purposes and use to be maintained on such forever.

The undersigned owners and beneficiaries hereby consent to any plan in the Condominium Plan and to the recording of the same in the public records of Montgomery County, Ohio under the Condominium Act of the State of Ohio. For Declaration see Microfilm No. 87-025,832.

Signed and Subscribed in the presence of  
*Charles H. Semms*  
Charles H. Semms, President

State of Ohio,  
I, *Charles H. Semms*, do hereby certify that on the 22nd day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Charles H. Semms, Development Corporation, by Charles H. Semms, its President, who acknowledged that he did sign this Condominium Plan and that the same is the true and correct declaration of the owners and beneficiaries of the land herein shown in the testimony whereof, I have hereunto set my hand and affix of seal on the day and date above written.

*Charles H. Semms*  
Notary Public in and for the State of Ohio  
My Commission expires: 12/31/2000

Signed and acknowledged in the presence of  
*William J. Higgins*  
Witness

*William J. Higgins*  
"Notary" Bank One, NA  
My Commission expires: 12/31/2000

Date: *4/22/99*  
I, *Charles H. Semms*, do hereby certify that on the 22nd day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Charles H. Semms, Development Corporation, by Charles H. Semms, its President, who acknowledged that he did sign this Condominium Plan and that the same is the true and correct declaration of the owners and beneficiaries of the land herein shown in the testimony whereof, I have hereunto set my hand and affix of seal on the day and date above written.

*Charles H. Semms*  
Notary Public in and for the State of Ohio  
My Commission expires: 12/31/2000

**CERTIFICATION:**  
I, the undersigned, being duly sworn, do hereby certify that the within Condominium Plan is a true and correct declaration of the owners and beneficiaries of the land herein shown in the testimony whereof, I have hereunto set my hand and affix of seal on the day and date above written.

*Charles H. Semms*  
Notary Public in and for the State of Ohio  
My Commission expires: 12/31/2000

**APPROVED FOR RECORDATION:**  
*Charles H. Semms*  
Charles H. Semms, President

By: *Charles H. Semms*  
Charles H. Semms, President

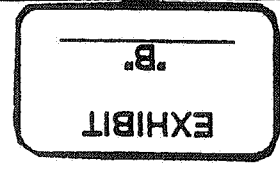
By: *William J. Higgins*  
William J. Higgins, Notary Public

By: *Charles H. Semms*  
Charles H. Semms, President

By: *William J. Higgins*  
William J. Higgins, Notary Public

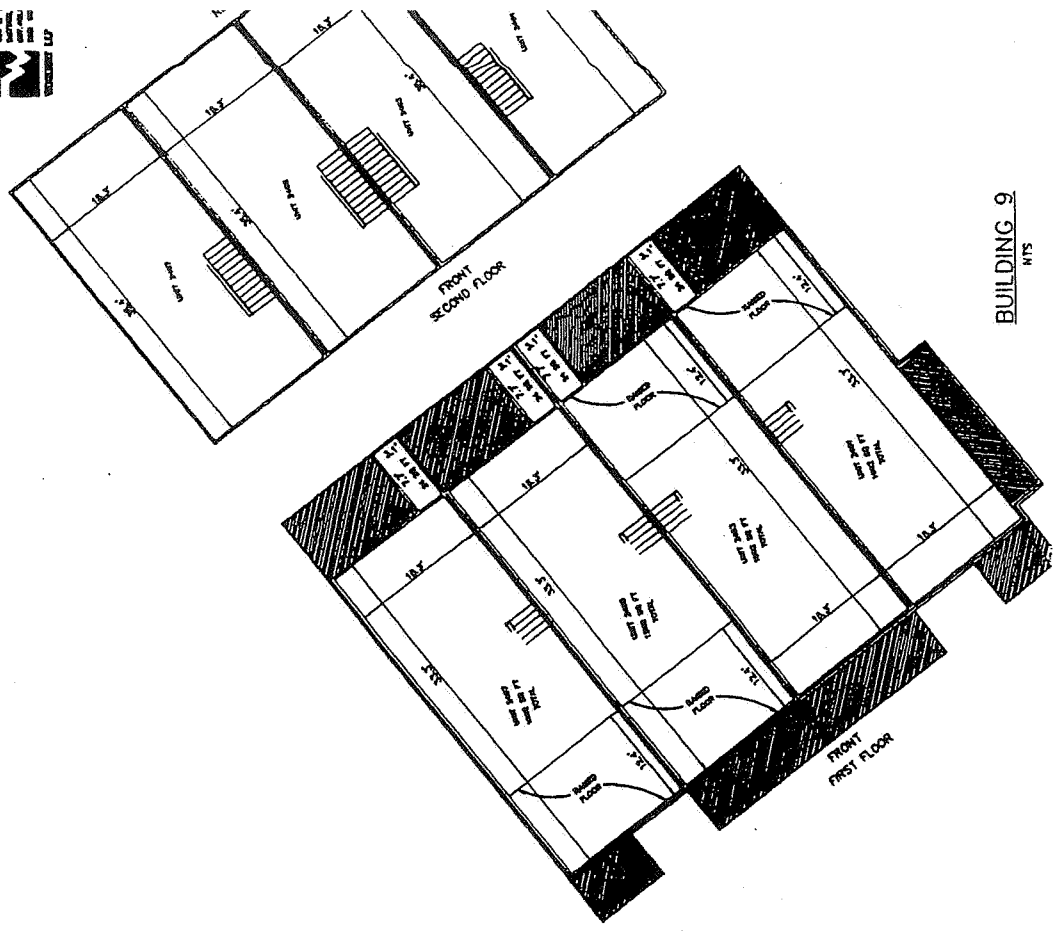
By: *Charles H. Semms*  
Charles H. Semms, President

By: *William J. Higgins*  
William J. Higgins, Notary Public

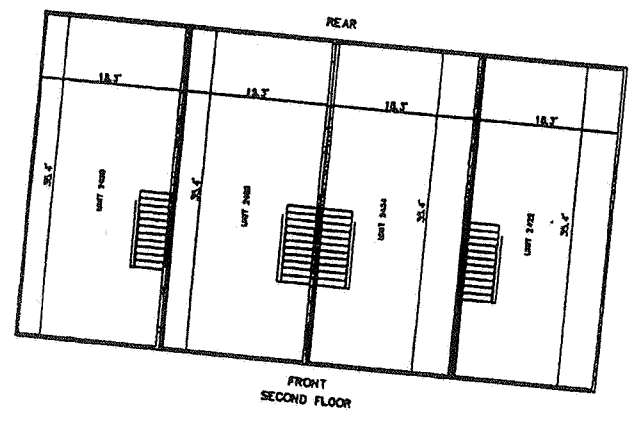


CONDOMINIUM  
 BAY SHORES CC  
 SECTION 2  
 BEING PAR  
 BAY SHORES SE  
 AS RECORDED IN PLAT 1  
 IN THE CITY OF  
 MONTGOMERY, CO  
 LOCATED IN  
 SECTION 11, TOWN 2  
 RANGE 10, COUNTY OF  
 MONTGOMERY, CO  
 CONTAINING 2.4  
 ACRES, MORE OR LESS  
 JANUARY, 1999

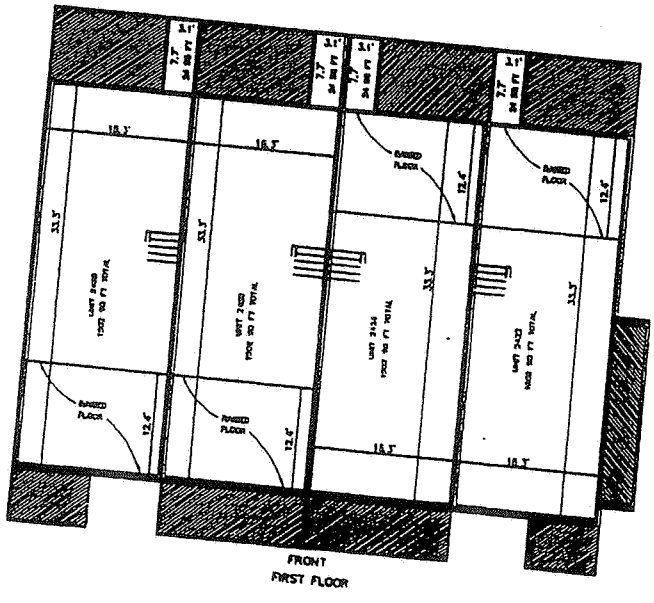
PREPARED BY:  
  
 MONTGOMERY COUNTY ENGINEERS  
 1000 N. W. 10th St.  
 Suite 100  
 Ft. Lauderdale, FL 33304  
 Telephone: 561-533-1100  
 Fax: 561-533-1101



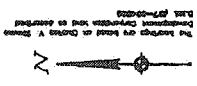
BUILDING 9  
 NTS



BUILDING 7  
 NTS



INDICATES LIMITED COMMON FOR  
 STAIR, PORCH AND PATIO



All drawings are based on Google Earth  
 Measurements. Corrections have been made  
 Date: 07-10-2003

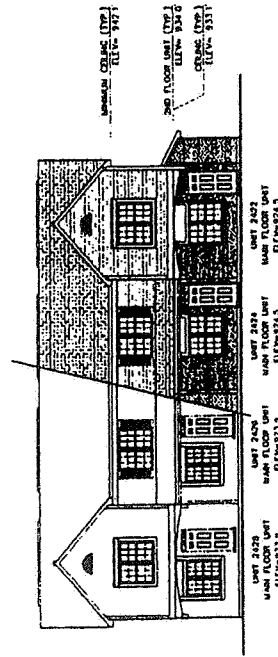


**CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION SEVEN**

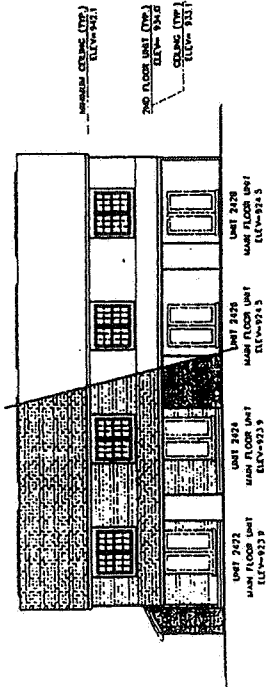
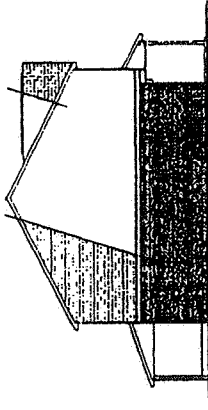
BEING PART OF  
BAY SHORES SECTION ONE  
AS RECORDED IN PLAT BOOK 242, PAGE 6  
IN THE PLAT RECORDS OF  
MONTGOMERY COUNTY, 1945

LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 5, M.P. 4  
IN THE TOWNSHIP OF  
MONTGOMERY COUNTY, MARYLAND  
CONTAINING 2.449 ACRES  
APRIL, 1979

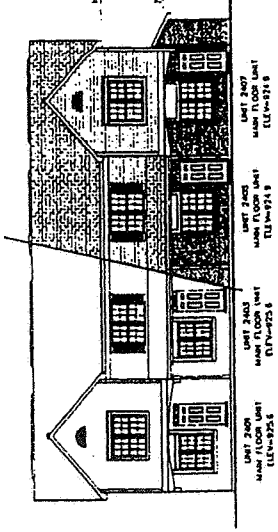
PREPARED BY



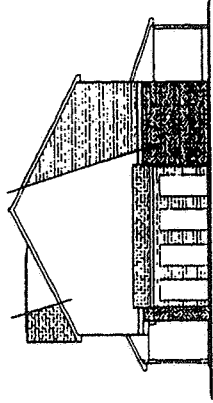
**BUILDING 1  
ELEVATION**



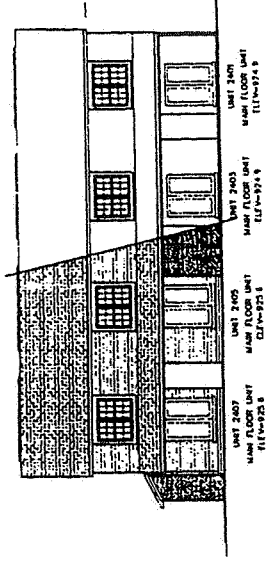
**BUILDING 3  
POINT ELEVATION**



**BUILDING 4  
POINT ELEVATION**



**BUILDING 5  
ELEVATION**



**BUILDING 6  
POINT ELEVATION**

TYPICAL BUILDING ELEVATIONS



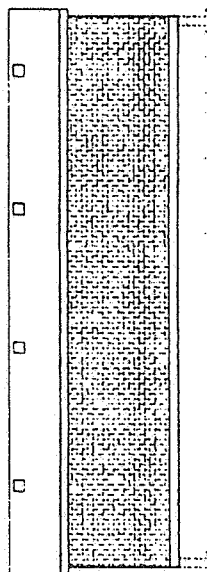
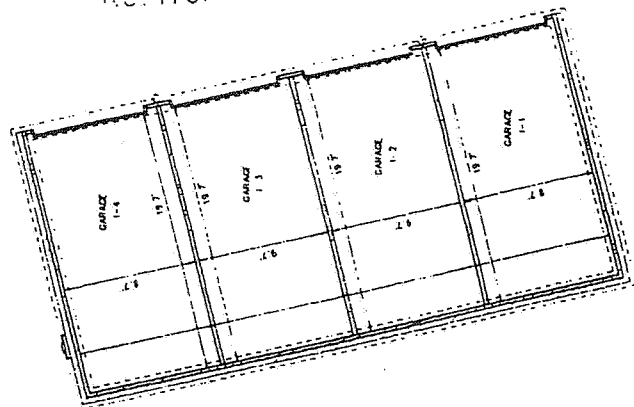
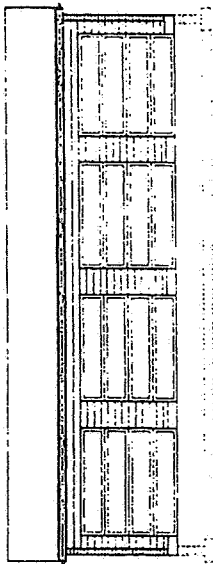
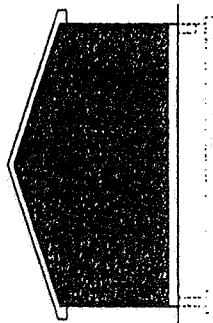
**CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION SEVEN**

SECTION SEVEN  
BAY SHORES SECTION ONE  
AS RECORDED IN PLAT BOOK 148 PAGE 4  
PLAT BOOK 148 RECORD 20  
SOUTHWEST CORNER 1/20

LOCATED IN  
SECTION 11, TOWNSHIP 3 N, RANGE 5, W. 4  
MAYNARD TOWNSHIP, SHERBURNE  
COUNTY, ILLINOIS  
JANUARY 1, 1983

PREPARED BY

440 S. BROADWAY AVE.  
SHERBURNE, ILLINOIS 62450  
TEL. 662-2000  
FAX 662-48743  
**WOODPORT LLP**



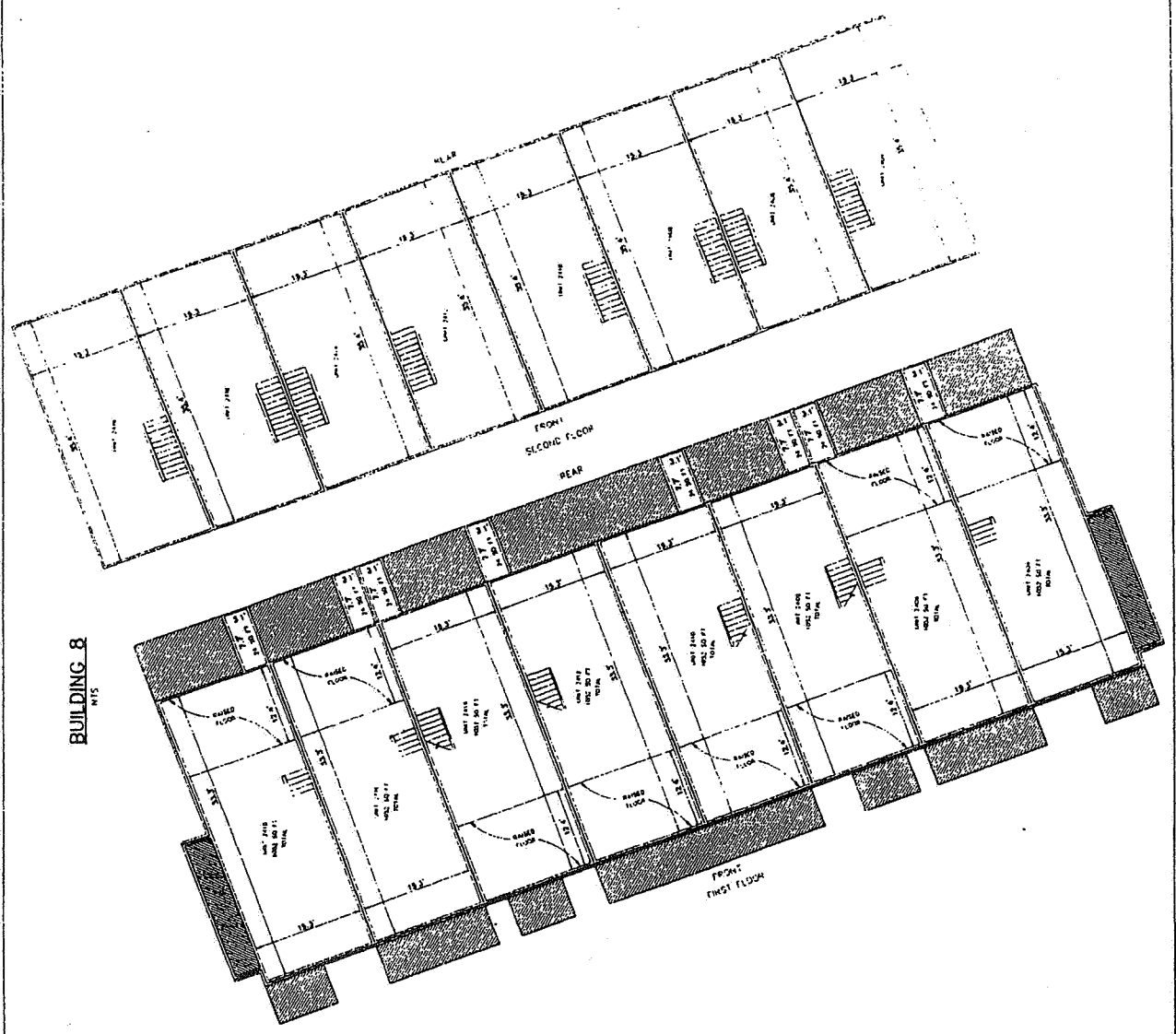
SE ELEVATION

GARAGE 1 NITS

06/11/83



**BUILDING 8**  
 WTS



NOT TO SCALE  
 DEVELOPER'S REPRESENTATIVE AND ARCHITECT



14

SEVENTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION EIGHT)

I hereby certify that copies of the within Seventh Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 12/8/99, 1999

By: *A. J. Wagner*

PLAT REFERENCE:

Book: 177

Page(s): 18 - 18e

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

A. J. WAGNER  
AUDITOR

99 DEC -8 PM 12:41

TRANSFERRED



DESCRIPTION OF  
BAY SHORES CONDOMINIUM  
SECTION SEVEN  
MIAMI TOWNSHIP, OHIO  
CONTAINING 2.449 ACRES  
APRIL 27, 1999

Situate in Section 11, Township 2, Range 5 M.R.s., Township of Miami, County of Montgomery, State of Ohio, and being part of Lot 1 of Bay Shores Section One as recorded in Plat Book 168, Page 4, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at a concrete monument (found) on the north right-of-way line of Spring Valley Pike and the southeast corner of the Ashton Place Condominium Phase Eighteen, as recorded in Plat Book 159 Page 28;

thence along the east line of said Ashton Place and it's northerly extension, said extension being the east lines of Phase Sixteen, Phase Fifteen, and Phase Twelve of said Ashton Place Condominium as recorded Plat Book 158 Page 27, Plat Book 158 Page 41, and Plat Book 155 Page 42 respectively, North five degrees twenty-six minutes thirty-five seconds East (N05°26'35"E) for four hundred forty-eight and 56/100 feet (448.56') to the southwest corner of the Bay Shores Condominium Section Six as recorded in Plat Book 174 Page 50;

thence along the south line of said Bay Shores Condominium Section Six, and it's southeasterly extension, said extension being the south line of the Bay Shores Condominium Section Five as recorded Plat Book 174 Page 4, South fifty-nine degrees zero minutes twenty-eight seconds East (S59°00'28"E) for one hundred ninety-five and 26/100 feet (195.26') a corner of said Bay Shores Condominium Section Five;

thence along the south line of said Bay Shores Section Five, South eighty-two degrees fourteen minutes twelve seconds East (S82°14'12"E) for one hundred sixty-one and 17/100 feet (161.17') to the southeast corner of said Bay Shores Section Five and the west line of Bay Shores Condominium Section Three as recorded in Plat Book 171 Page 32;

thence along the west line of said Bay Shores Section Three, South seven degrees forty-five minutes forty-eight seconds West (S07°45'48"W) for seventy-eight and 17/100 feet (78.17') to the west line of the Bay Shores Condominium Section One as recorded in Plat Book 168 Page 47;

thence along the west lines of said Bay Shores Condominium Section One for the following two (2) courses:

1. South forty-one degrees twenty-two minutes twenty-two seconds West (S41°22'22"W) or one hundred ninety-one and 35/100 feet (191.35') to a 5/8" iron pin (found);

WOOLPERT LLP

409 East Monument Avenue • Dayton, Ohio 45402-1261  
937.461.5660 • Fax: 937.461.0743 • www.woolpert.com

DEED

99-0311

B05

**SEVENTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION EIGHT)**

---

THIS SEVENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Seventh Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery, State of Ohio were submitted to the provisions of Chapter 4311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26
Fourth Amendment	98-810-D06	174-4
Fifth Amendment	99-108-A01	174-50
Sixth Amendment	99-311-A12	175-48

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in Exhibit "D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted of the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(q) Building 10 is two (2) stories in height containing eight (8) Residential Units.

(r) Building 11 is two (2) stories in height, containing eight (8) Residential Units.

(s) The Garage Building designated as J is one story in height containing four (4) Garage Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>Unit No.</u>	<u>Type</u>
9351, 9353, 9356, 9358 9359, 9361, 9364, 9366	Largo
9352, 9354, 9355, 9357 9360, 9362, 9363, 9365	Heron

D. Section 5.05 is hereby amended by adding thereto the following:

Units J-1 through J-4 inclusive in Garage Building J.

E. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting Exhibit "C" attached hereto.:

F. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Seventh Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Seventh Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth therein.

\*\*\*\*\*

DEED

99-0828

003

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 11th day of November, 1999.

Signed and acknowledged  
In the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

[Signature]

By: [Signature]  
Hans H. Soltau  
Vice President

[Signature]

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 11th day of November, 1999 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

[Signature]  
Notary Public

CYNTHIA L. LARSEN, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

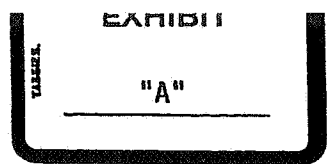
THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459





DESCRIPTION OF  
BAY SHORES CONDOMINIUM SECTION 8  
MIAMI TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.224 ACRES  
NOVEMBER 8, 1999



Situate in Section 11, Township 2, Range 5 MRs., Township of Miami, County of Montgomery, State of Ohio, and being part of Lot No. 2 of the Bay Shores Section Two subdivision as recorded in Plat Book 176 Page 11 and being part of that land conveyed to Charles V. Simms Development Corporation as recorded in Deed Microfiche No. 97-094B06 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an iron pin (found) at the northeast corner of the Bay Shores Section One (1) subdivision as recorded Plat Book 168 Page 4, said iron pin being also on the west line of the Heritage Glen Section One (1) subdivision as recorded in Plat Book 158 Page 5;

thence along north line of said Bay Shores Section One (1) for the following two (2) courses:

1. North eighty-six degrees thirty-one minutes forty-five seconds West (N86°31'45"W) for one hundred forty-nine and 43/100 feet (149.43') to an iron pin (found);
2. North fifty-one degrees forty-seven minutes forty-nine seconds West (N51°47'49"W) for one hundred seventy-two and 66/100 feet (172.66');

thence departing the north line of said Bay Shores Section One (1), and along a new division line over said Bay shores Section Two (2), North thirty-eight degrees fifteen minutes twenty-eight seconds East (N38°15'28"E) for ninety-three and 38/100 feet (93.38') to the west line of Captiva Bay Drive, (Private);

thence along the west line of said Captiva Bay Drive, South fifty-one degrees forty-four minutes thirty-two seconds East (S51°44'32"E) for twelve and 72/100 feet (12.72') to the south line of Cabbage Key Drive (Private) extended;

thence departing the west line of said Captiva Bay Drive and along said extension of, and the south line of said Cabbage Key Drive, North thirty-eight degrees fifteen minutes twenty-eight seconds East (N38°15'28"E) for ninety-nine and 93/100 feet (99.93');

thence departing the south line of said Cabbage Key Drive and along a new division line, South seventy-four degrees one minute twelve seconds East (S74°01'12"E) for one hundred sixty-five and 35/100 feet (165.35') to an iron pin (found) at the northwest corner of Lot No. 53 of the Heritage Glen Section (2) subdivision, as recorded in Plat Book 163 Page 3;

thence along the west line of said Lot No. 53 of said Heritage Glen Section Two (2) subdivision, South two degrees eighteen minutes eleven seconds East (S02°18'11"E) for one hundred forty-three and 98/100 feet (143.98') to the northwest corner of Lot No. 15 of said Heritage Glen Section One (1) subdivision;

WOOLPERT LLP

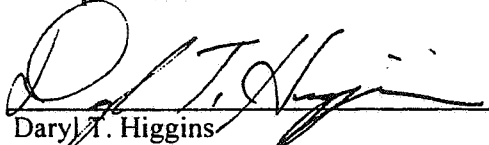
409 East Monument Avenue • Dayton, Ohio 45402-1261  
937 461 5660 • Fax: 937 461 0742 • www.woolpert.com

DEED 99-0828 C05

thence along the west line of said Lot No. 15 of said Heritage Glen Section One (1) subdivision. South seven degrees forty-five minutes forty-eight seconds West (S07°45'48"W) for seventy-one and 01/100 feet (71.01') to the point of beginning, containing one and 224/1000 (1.224) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in November 1999, with bearings based upon said Bay Shores Section Two (2) subdivision.

Woolpert LLP

  
Daryl T. Higgins  
Ohio Professional Surveyor #7003

G:\Projects\Simms\56151 Bay Shores 2\Descript\56151c8-des.doc



**DEDICATION:**

The undersigned, being all the owners and landholders of the land herein shown to be owned by the undersigned, hereby dedicating and signing of the within Condominium Plan to be an involuntary act and deed. Capital Bay Drive and Cabbage Key Drive are privately maintained non-dedicated streets. Easements shown are reserved for the construction, operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone or all types of utility lines, and for the installation, maintenance, repair, replacement or all types of utility appurtenances to the size of said utilities and for providing ingress to and egress from the premises for said purposes and are to be maintained as such forever.

The undersigned owners and landholders hereby consent to and join in the dedication of five units here Bay Shores Condominium Section Nine, as set forth in the Declaration of such Condominium to be filed with the Recorder of Montgomery County, Ohio under the Condominium Statute of the State of Ohio, for Declaration see Declaration No. 07-512-001

Signed and acknowledged in the presence of:

*Charles V. Sams*  
 Charles V. Sams, President

*Charles H. Sams*  
 Charles H. Sams, President

*Charles H. Sams*  
 Charles H. Sams, President

State of Ohio.  
 Be it remembered that on this 14 day of May, 2000, before me, the undersigned, a Notary Public in and for said State of Ohio, personally came Charles V. Sams, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and of such effect.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

*Charles V. Sams*  
 Notary Public in and for State of Ohio  
 My Commission expires: \_\_\_\_\_

*Charles H. Sams*  
 Notary Public in and for State of Ohio  
 My Commission expires: \_\_\_\_\_

*Charles H. Sams*  
 Notary Public in and for State of Ohio  
 My Commission expires: \_\_\_\_\_

State of Ohio.  
 Be it remembered that on this 14 day of May, 2000, before me, the undersigned, a Notary Public in and for said State of Ohio, personally came Charles H. Sams, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and of such effect.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

*Charles H. Sams*  
 Notary Public in and for State of Ohio  
 My Commission expires: \_\_\_\_\_

*Charles H. Sams*  
 Notary Public in and for State of Ohio  
 My Commission expires: \_\_\_\_\_

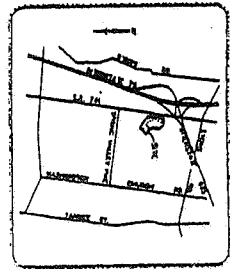
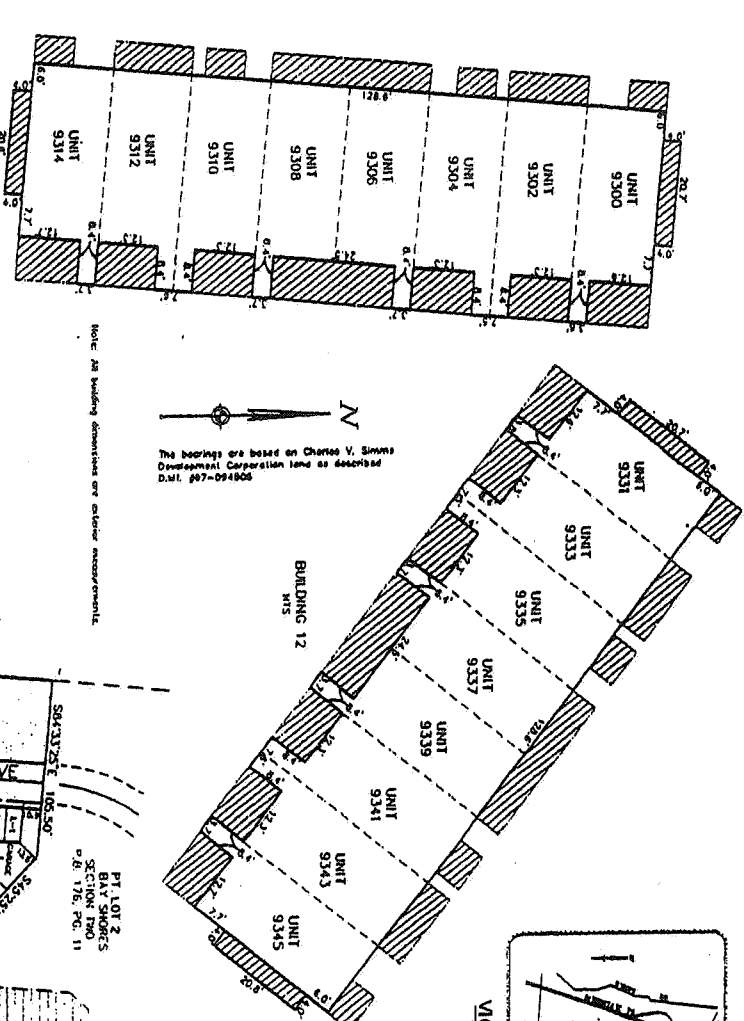
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

*Charles H. Sams*  
 Notary Public in and for State of Ohio  
 My Commission expires: \_\_\_\_\_

**CERTIFICATION/DESCRIPTION:**

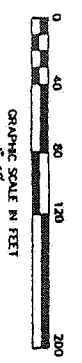
The within Condominium Plan is Part of Lot 2 of Bay Shores Section Two, as recorded in Plat Book 176, Page 11 in the Plat Records of Montgomery County, Ohio, containing 1,550 acres conveyed to Charles V. Sams Development Corporation by Decree No. 97-094806 in the Court Records of Montgomery County, Ohio. The hereby certify, as of the within date, that this Condominium Plan correctly shows the location of all buildings and structures situated on the premises. All measurements are certified correct. Copy delivered as requested on the 0/c.

**WOODPERT LLP**  
 By *Thomas L. Ludwig*  
 Thomas L. Ludwig, Surveyor  
 O.C. No. 93431  
 DATE 5-15-00  
 ALAM



**LEGEND**

- 5/8" ROAD PER ROAD
- 3/4" ROAD PER ST
- CONCRETE MANSION ROAD

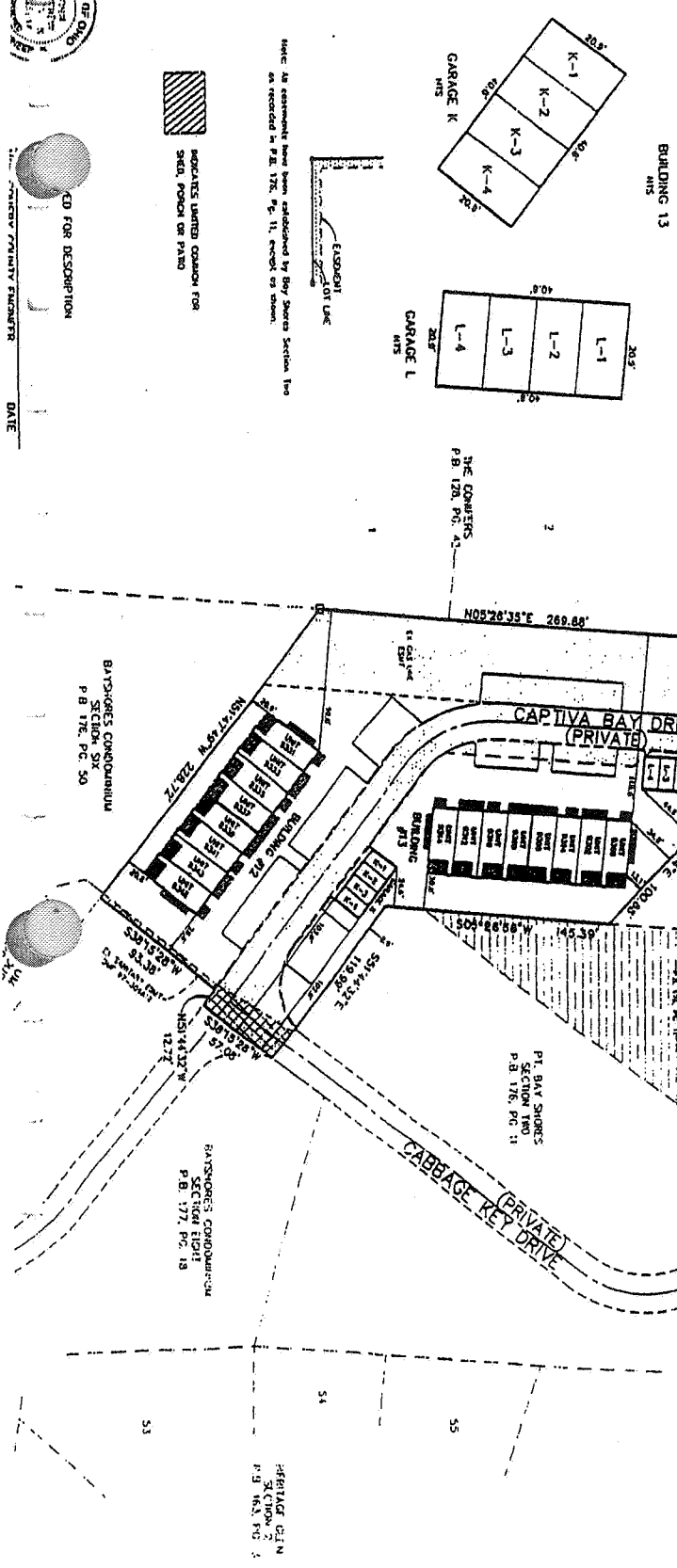


PREPARED BY:  
**WOODPERT**  
 404 E. WASHINGTON AVE  
 DAYTON, OHIO 45402  
 TEL: 513.461.0743

**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION NINE**

BEING PART OF LOT 2 OF BAY SHORES SECTION TWO, AS RECORDED IN PLAT BOOK 176, PAGE 11 IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN: TOWN 2, RANGE 5, M.R.S. MADAM TOWN-SHIP MONTGOMERY COUNTY, OHIO CONTAINING 1,550 ACRES APRIL, 2000

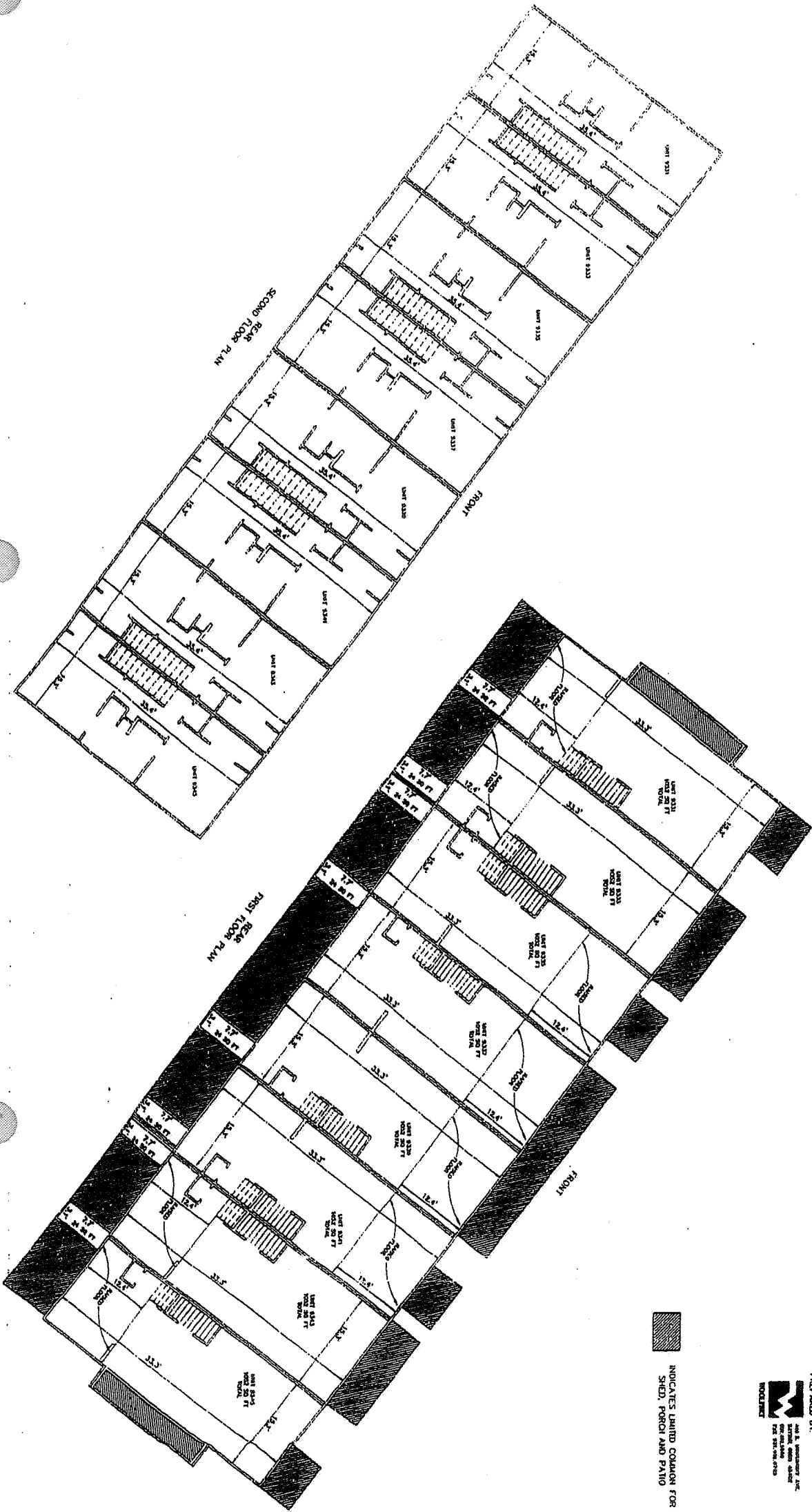


**WOODPERT LLP**  
 By *Thomas L. Ludwig*  
 Thomas L. Ludwig, Surveyor  
 O.C. No. 93431  
 DATE 5-15-00  
 ALAM



The bearings are based on Charles V. Snow's  
Magnetic Diposition and is described  
in U.S. #7-10-1825

### BUILDING 12 N1S



INDICATES UNITED COMMON FOR  
SHED, PORCH AND PATIO

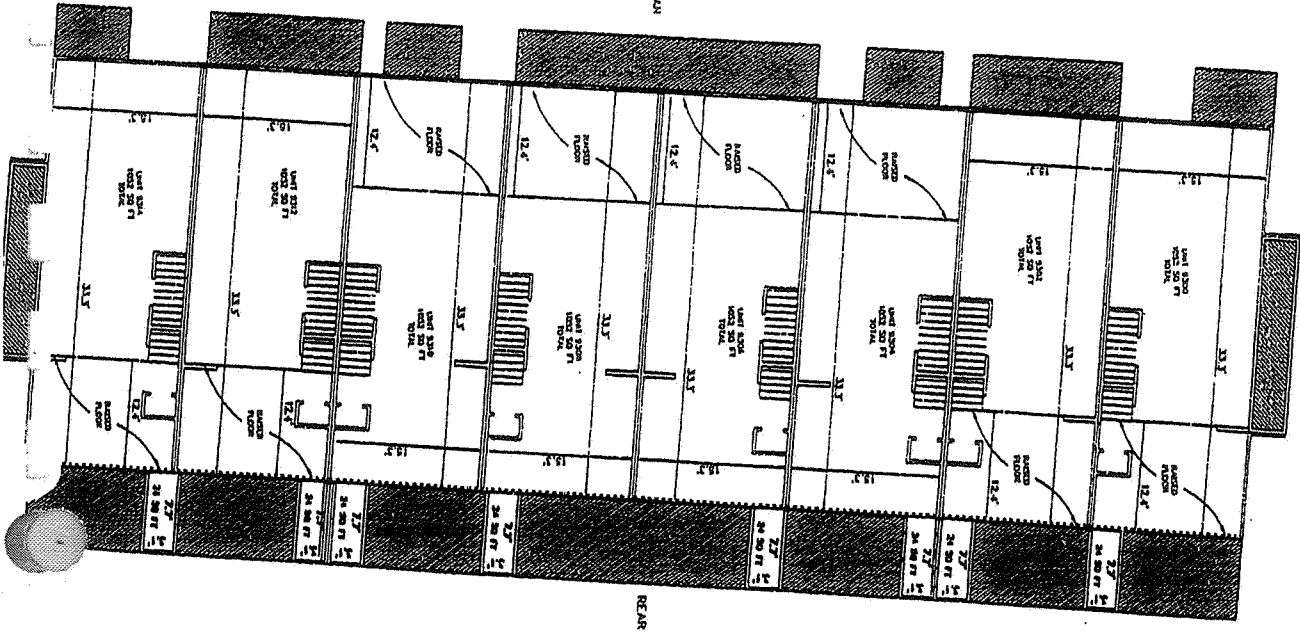


PREPARED BY:  
M & S ENGINEERING & ARCHITECTURE  
1000 W. 10TH ST.  
CANTON, OHIO 44703  
TEL: 330.944.0700

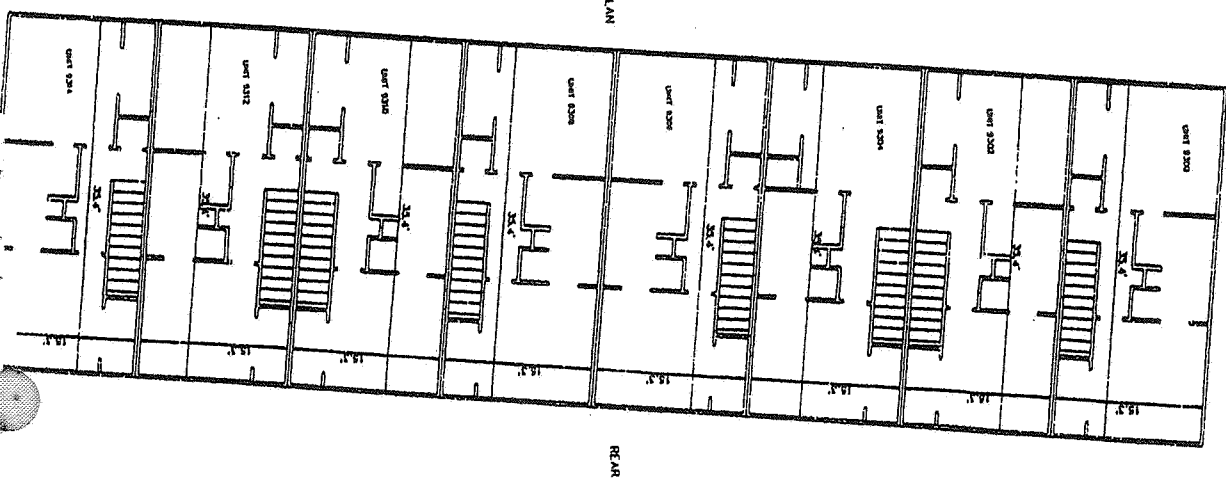
CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION NINE  
BEING PART OF LOT 2 OF  
BAY SHORES CONDOMINIUM  
AS RECORDED IN PLAT BOOK 176,  
PAGE 11 IN THE PLAT RECORDS OF  
MONTCALMERY COUNTY, OHIO  
LOCATED IN: TOWN 2, RANGE 5, S.1/4,  
MONTCALMERY COUNTY, OHIO  
M & S ENGINEERING & ARCHITECTURE  
CONTAINING 1,500 SQUARE  
FOOT, APRIL 2000

The horizontal line based on Deeds K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

FIRST FLOOR PLAN



SECOND FLOOR PLAN



BUILDING 13  
NYS

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION 11N

BEING PART OF LOT 2 OF  
BAY SHORES SECTION 11N  
AS RECORDED IN PLAT RECORDS OF  
MONTGOMERY COUNTY, OHIO  
MONTGOMERY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 5, N.B.M.  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.581 ACRES  
APRIL 2000

PREPARED BY:  
WOLBERT  
444 N. WASHINGTON AVE.  
MONTGOMERY, OHIO 45302  
TEL: 513-241-1100  
FAX: 513-241-1101

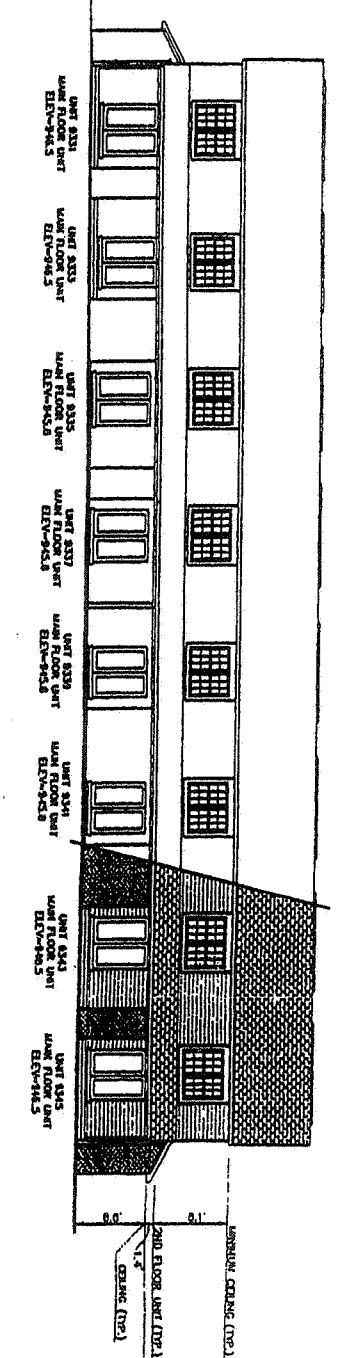
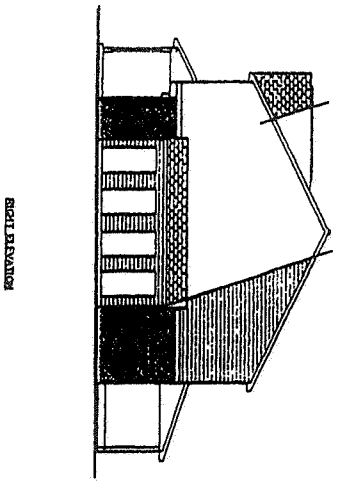
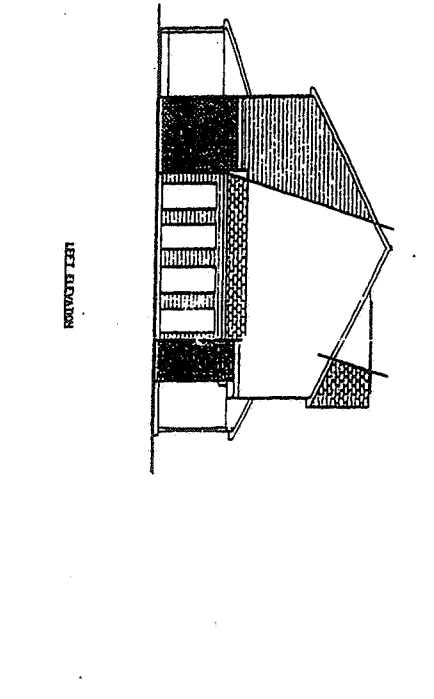
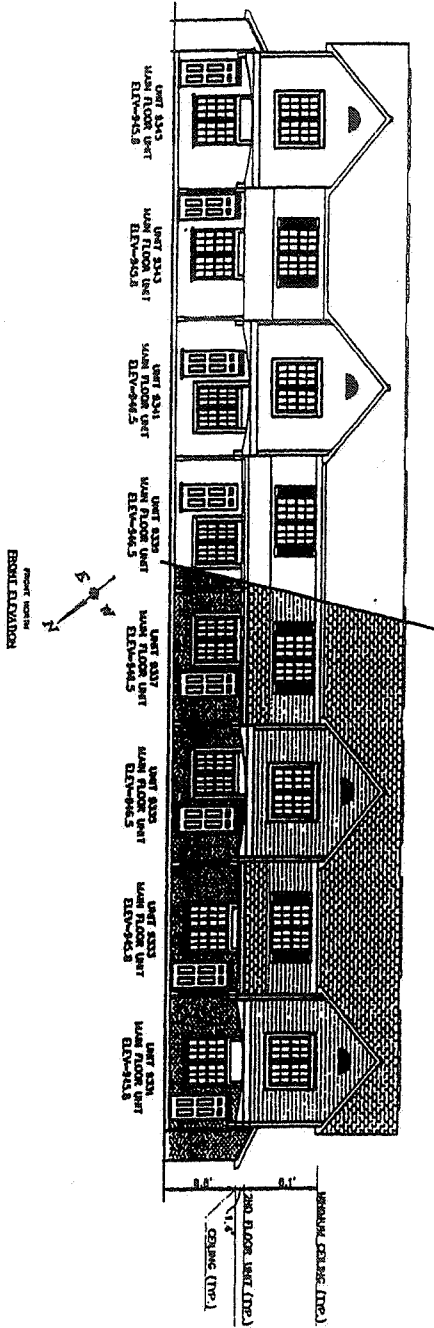
INDICATES LIMITED COMMON FOR  
SHED, PORCH AND PATIO

CONDOMINIUM PLAN  
 BAY SHORES CONDOMINIUM  
 SECTION NINE

BEING PART OF LOT 2 OF  
 BAY SHORES CONDOMINIUM  
 AS RECORDED IN PLAT BOOK 178  
 IN THE PUBLIC RECORDS OF  
 MONTGOMERY COUNTY, OHIO

LOCATED IN:  
 SECTION 11, TOWNSHIP 5, N.R. 6,  
 MONTGOMERY COUNTY, OHIO  
 CONTAINING 1.320 ACRES  
 APRIL, 2000

PREPARED BY:  
  
 ARCHITECTURAL FIRM  
 1000 W. BROADWAY  
 COLUMBUS, OHIO 43260



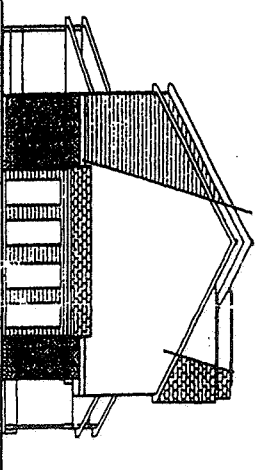
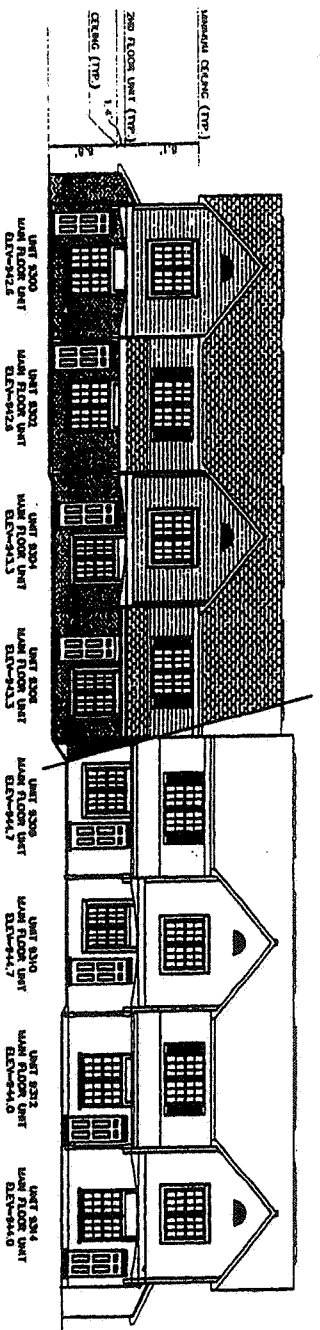
TYPICAL BUILDING ELEVATIONS - BUILDING 12

CONDOMINIUM PLAN  
 BAY SHORES CONDOMINIUM  
 SECTION NINE

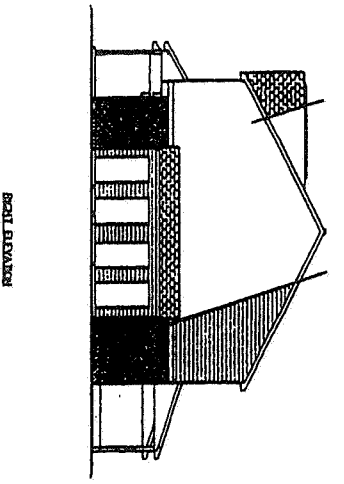
BEING PART OF LOT 2 OF  
 BEING PART OF SECTION 11,  
 AS RECORDED IN PLAT BOOK 178,  
 IN THE PLAT RECORDS OF  
 MONROE COUNTY, OHIO

LOCATED IN:  
 SECTION 11, TOWN 2, RANGE 5, W. 1/4,  
 MONROE COUNTY, OHIO  
 CONTAINING 1.500 ACRES  
 APRIL 1980

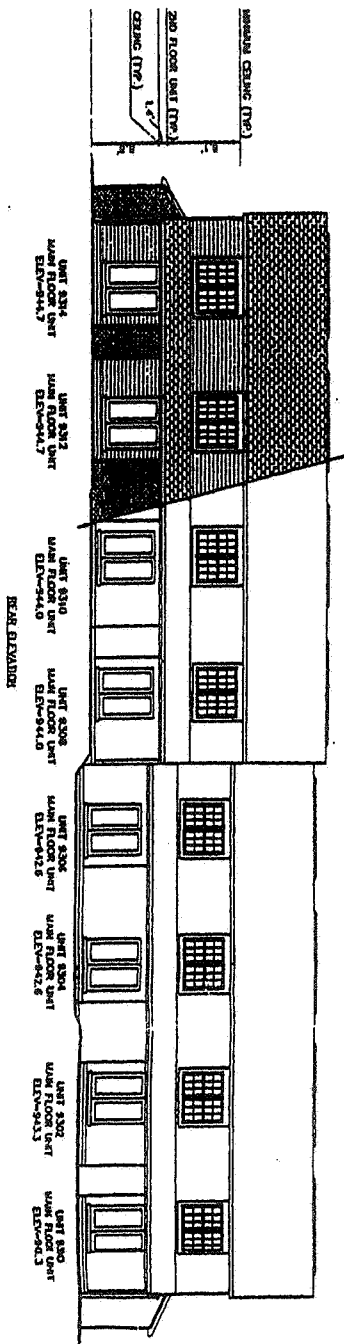
PREPARED BY:



LEFT ELEVATION



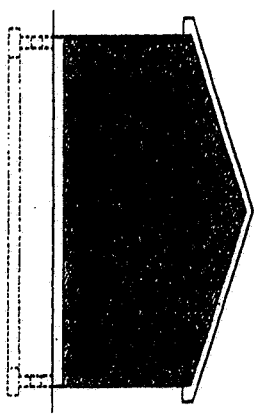
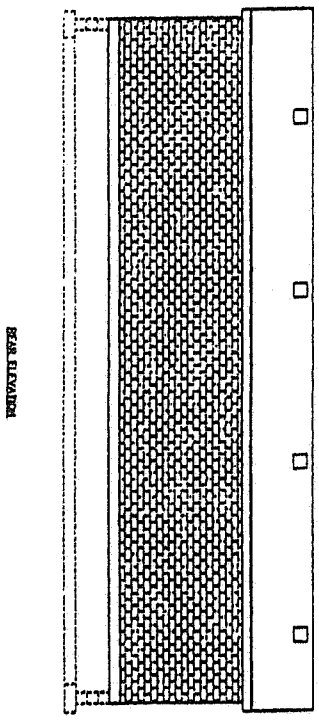
REAR ELEVATION



RIGHT ELEVATION

TYPICAL BUILDING ELEVATIONS - BUILDING NO. 13

NTS



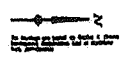
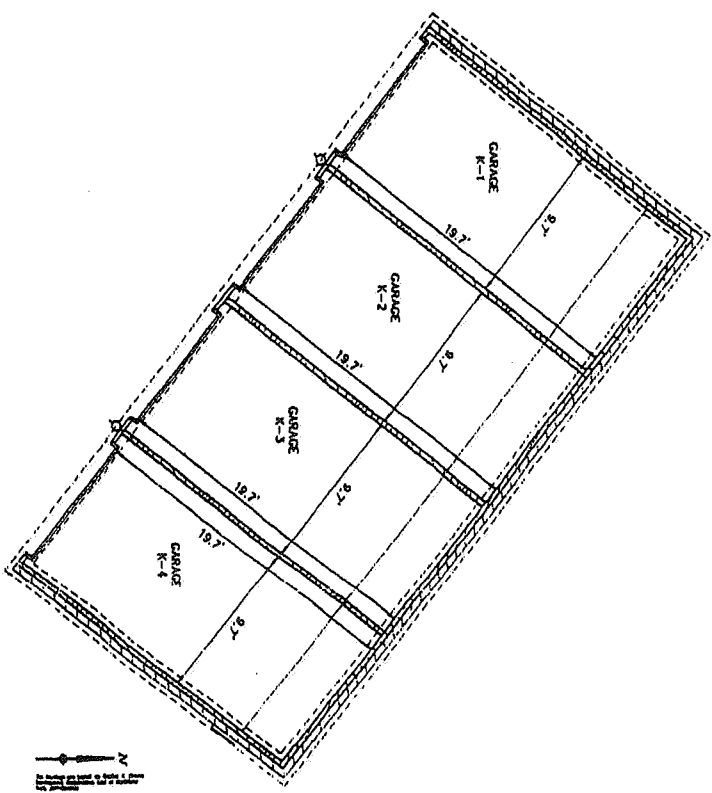
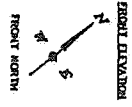
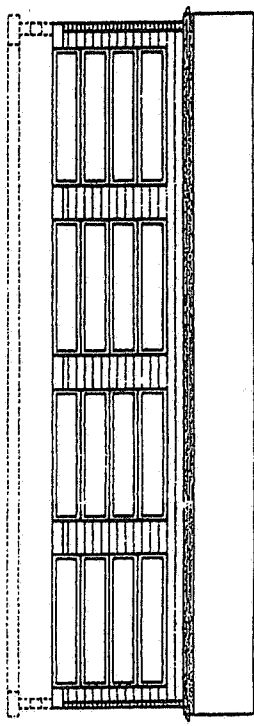
**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION NINE**  
 SOME PART OF LOT 2 OF  
 BAY SHORES CONDOMINIUM  
 AS RECORDED IN PLAT BOOK 176, PAGE 11  
 IN THE PLAT RECORDS OF  
 HORTONSBERRY COUNTY, OHIO

LOCATED IN:  
 SECTION 11, TOWN 2, RANGE 5, MER. 2  
 HORTONSBERRY COUNTY, OHIO  
 CONTAINING 1.500 ACRES  
 APRIL 2000

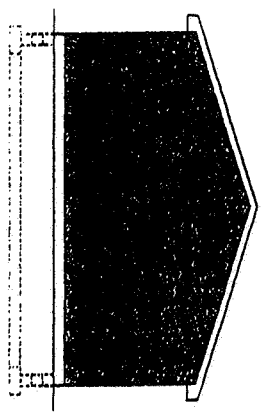
PREPARED BY:



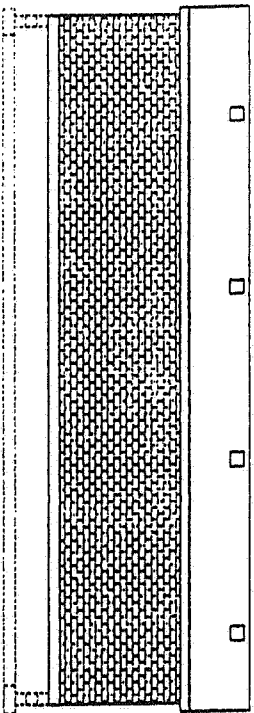
**GARAGE K**  
**NTS**







SIDE ELEVATION



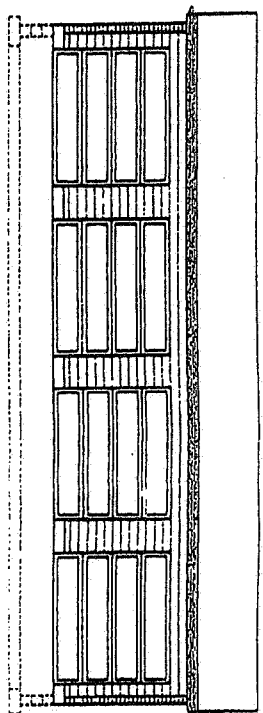
SIDE ELEVATION



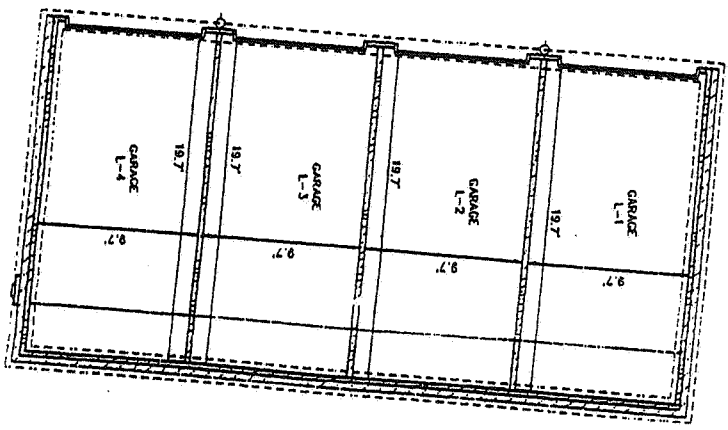
408 E. HANCOCK AVE  
MOUNTAIN VIEW, OHIO 44131  
937-481-4489  
FAX: 937-481-8743

PREPARED BY:

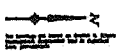
CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION NINE  
BEING PART OF LOT 2 OF  
BAY SHORES SECTION TWO  
AS RECORDED IN PLAT BOOK 176, PAGE 11  
IN THE PLAT RECORDS OF  
MONTGOMERY COUNTY, OHIO  
APRIL, 2000  
LOCATED IN:  
SECTION 11, TOWNSHIP 5, RANGE 5, M.B.G.  
MOUNTAIN VIEW, OHIO  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.50 ACRES  
APRIL, 2000



FRONT ELEVATION



FLOOR PLAN



GARAGE L  
NTS

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EIGHTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION NINE)

---

---

I hereby certify that copies of the within Eighth Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 6/12/, 2000

By: *A. J. Wagner*

PLAT REFERENCE:

Book: 178

Page(s): 25 thru 25 F

TRANSFERRED  
00 JUN 12 AM 11:10  
A. J. WAGNER  
AUDITOR

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

**EIGHTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION NINE)**

---

**THIS EIGHTH AMENDMENT TO DECLARATION**, hereinafter referred to as the "Eighth Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery, State of Ohio were submitted to the provisions of Chapter 4311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26
Fourth Amendment	98-810-D06	174-4
Fifth Amendment	99-108-A01	174-50
Sixth Amendment	99-311-A12	175-48
Seventh Amendment	99-828-B12	177-18

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in Exhibit "D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein, which are defined in the Declaration, shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted of the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(t) Building 12 is two (2) stories in height containing eight (8) Residential Units.

(u) Building 13 is two (2) stories in height, containing eight (8) Residential Units.

(v) The Garage Building designated as K is one (1) story in height containing four (4) Garage Units.

(w) The Garage Building designated as L is one (1) story in height containing four (4) Garage Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>Unit No.</u>	<u>Type</u>
9304, 9306, 9312, 9314, 9331, 9333, 9339, 9341	Largo
9300, 9302, 9308, 9310, 9335, 9337, 9343, 9345	Heron

D. Section 5.05 is hereby amended by adding thereto the following:

Units K-1 through K-4 inclusive in Garage Building K and Units L-1 through L-4 inclusive in Garage Building L.

E. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting Exhibit "C" attached hereto.

F. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Eighth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Eighth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth therein.

\*\*\*\*\*



IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 17th day of May, 2000.

Signed and acknowledged  
In the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

[Signature]

By: [Signature]  
Hans H. Soltau  
Vice President

[Signature]

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 17th day of May, 2000 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

[Signature]  
Notary Public

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

DEED

20-0302

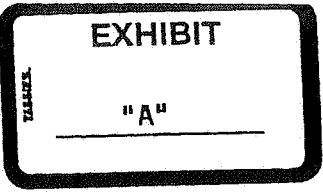
205

EXHIBIT "C"

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	.19	B-1	.19	C-1	.19
A-2	.19	B-2	.19	C-2	.19
A-3	.19	B-3	.19	C-3	.19
A-4	.19	B-4	.19	C-4	.19
D-1	.19	E-1	.19	F-1	.19
D-2	.19	E-2	.19	F-2	.19
D-3	.19	E-3	.19	F-3	.19
D-4	.19	E-4	.19	F-4	.19
G-1	.19	H-1	.19	I-1	.19
G-2	.19	H-2	.19	I-2	.19
G-3	.19	H-3	.19	I-3	.19
G-4	.19	H-4	.19	I-4	.19
J-1	.19	K-1	.19	L-1	.19
J-2	.19	K-2	.19	L-2	.19
J-3	.19	K-3	.19	L-3	.19
J-4	.19	K-4	.19	L-4	.19



<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
2401	0.96	2448	0.96	9357	0.96
2403	0.96	2451	1.15	9358	0.96
2404	0.96	2453	1.15	9359	0.96
2405	0.96	2455	0.92	9360	0.96
2406	0.96	2457	0.92	9361	0.96
2407	0.96	2459	0.92	9362	0.96
2408	0.96	2461	0.92	9363	0.96
2410	0.96	2463	1.15	9364	0.96
2412	0.96	2465	1.15	9365	0.96
2414	0.96	9300	0.96	9366	0.96
2416	0.96	9302	0.96	9401	1.15
2418	0.96	9304	0.96	9403	1.15
2422	0.96	9306	0.96	9405	0.92
2424	0.96	9308	0.96	9407	0.92
2426	0.96	9310	0.96	9409	0.92
2428	0.96	9312	0.96	9411	0.92
2433	0.96	9314	0.96	9413	1.15
2434	0.96	9331	0.96	9415	1.15
2435	0.96	9333	0.96	9429	1.15
2436	0.96	9335	0.96	9431	1.15
2437	0.96	9337	0.96	9433	0.92
2438	0.96	9339	0.96	9435	0.92
2439	0.96	9341	0.96	9437	0.92
2440	0.96	9343	0.96	9439	0.92
2441	0.96	9345	0.96	9440	1.15
2442	0.96	9351	0.96	9441	1.15
2443	0.96	9352	0.96	9442	1.15
2444	0.96	9353	0.96	9443	1.15
2445	0.96	9354	0.96	9444	1.15
2446	0.96	9355	0.96	9446	1.15
2447	0.96	9356	0.96		



**DESCRIPTION OF  
BAYSHORES CONDOMINIUM SECTION 9  
MIAMI TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.550 ACRES  
APRIL 28, 2000**



Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of Lot 2 of the Bay Shores Section 2 Subdivision as recorded in Plat Book 176, Page 11 and being part of that land conveyed to Charles V. Simms Development Corporation as recorded in Deed Microfiche Number 97-094B06 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

**WOOLPERT LLP**  
409 East Monument Avenue  
Dayton, OH 45402-1261  
937.461.5660  
Fax: 937.461.0743  
www.woolpert.com

Beginning at a concrete monument (found) at the southwest corner of said Bay Shores Section 2 Subdivision, said concrete monument being also in an east line of The Conifers as recorded in Plat Book 128, Page 42;

thence along the west line of said Bay Shores Section 2, North five degrees twenty-six minutes thirty-five seconds East (N05°26'35"E) for two hundred sixty-nine and 88/100 feet (269.88');

thence departing the west line and over said Bay Shores Section 2 Subdivision on new division lines for the following four (4) courses:

1. South eighty-four degrees thirty-three minutes twenty-five seconds East (S84°33'25"E) for one hundred five and 50/100 feet (105.50');
2. South forty-five degrees twenty-five minutes four seconds East (S45°25'04"E) for one hundred and 88/100 feet (100.88') to a west line of an existing detention easement;
3. South five degrees twenty-six minutes fifty-six seconds West (S05°26'56"W) for one hundred forty-five and 39/100 feet (145.39');
4. South fifty-one degrees forty-four minutes thirty-two seconds East (S51°44'32"E) for one hundred nineteen and 99/100 feet (119.99') to the southeast right-of-way line of Cabbage Key Drive, said line being also a northwest line of Bay Shores Condominium Section 8 as recorded in Document Number 99-828-B12;

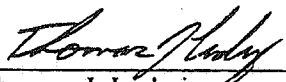
thence along the lines of said Bay Shores Condominium Section 8 for the following three (3) courses:

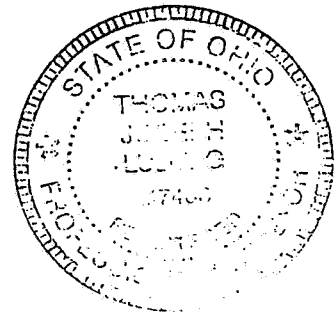
1. South thirty-eight degrees fifteen minutes twenty-eight seconds West (S38°15'28"W) for fifty-seven and 08/100 feet (57.08');
2. North fifty-one degrees forty-four minutes thirty-two seconds West (N51°44'32"W) for twelve and 72/100 feet (12.72');
3. South thirty-eight degrees fifteen minutes twenty-eight seconds West (S38°15'28"W) for ninety-three and 38/100 feet (93.38') to the south line of said Bay Shores Section 2 Subdivision;

thence along the south line of said Bay Shores Section 2 Subdivision, North fifty-one degrees forty-seven minutes forty-nine seconds West (N51°47'49"W) for two hundred twenty-eight and 72/100 feet (228.72') to the **TRUE POINT OF BEGINNING**, containing one and 550/1000 (1.550) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in November 1999, with bearings based upon said Bay Shores Section 2 Subdivision.

Woolpert LLP

  
Thomas J. Ludwig  
Ohio Professional Surveyor #7483



G:\Projects\Simms\56161 Bay Shores 2\Descript\56161c9.des.doc

EXHIBIT "C"

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	.22	B-1	.22	C-1	.22
A-2	.22	B-2	.22	C-2	.22
A-3	.22	B-3	.22	C-3	.22
A-4	.22	B-4	.22	C-4	.22
D-1	.22	E-1	.22	F-1	.22
D-2	.22	E-2	.22	F-2	.22
D-3	.22	E-3	.22	F-3	.22
D-4	.22	E-4	.22	F-4	.22
G-1	.22	H-1	.22	I-1	.22
G-2	.22	H-2	.22	I-2	.22
G-3	.22	H-3	.22	I-3	.22
G-4	.22	H-4	.22	I-4	.22
J-1	.22				
J-2	.22				
J-3	.22				
J-4	.22				
	-				
2401	1.15	2443	1.15	9362	1.15
2403	1.15	2444	1.15	9363	1.15
2404	1.15	2445	1.15	9364	1.15
2405	1.15	2446	1.15	9365	1.15
2406	1.15	2447	1.15	9366	1.15
2407	1.15	2448	1.15	9401	1.41
2408	1.15	2451	1.41	9403	1.41
2410	1.15	2453	1.41	9405	1.12
2412	1.15	2455	1.12	9407	1.12
2414	1.15	2457	1.12	9409	1.12
2416	1.15	2459	1.12	9411	1.12
2418	1.15	2461	1.12	9413	1.41
2422	1.15	2463	1.41	9415	1.41
2424	1.15	2465	1.41	9429	1.41
2426	1.15	9351	1.15	9431	1.41
2428	1.15	9352	1.15	9433	1.12
2433	1.15	9353	1.15	9435	1.12
2434	1.15	9354	1.15	9437	1.12
2435	1.15	9355	1.15	9439	1.12

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
2436	1.15	9356	1.15	9440.	1.41
2437	1.15	9357	1.15	9441	1.41
2438	1.15	9358	1.15	9442	1.41
2439	1.15	9359	1.15	9443	1.41
2440	1.15	9360	1.15	9444	1.41
2441	1.15	9361	1.15	9446	1.41
2442	1.15				

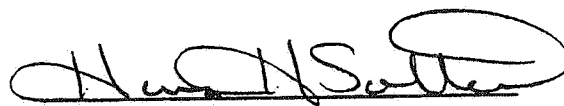
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 A. J. WAGNER  
 AUDITOR

**SUPPLEMENTAL LEGAL CERTIFICATION  
FOR BAY SHORES CONDOMINIUM  
(SECTION NINE)**

In addition to the Condominium Instruments as defined and referenced in my initial certification of Bay Shores Condominium, hereinafter referred to as the "Condominium", I have examined the Eighth Amendment to Declaration for Bay Shores Condominium, hereinafter referred to as the "Eighth Amendment", which adds additional property to the Condominium consisting of sixteen (16) Residential Units and eight (8) Garage Units. With the exception of adding additional property the Eighth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Eighth Amendment, are in compliance with Ohio law, Local Law and the Appendix. Specifically with respect to the Appendix.

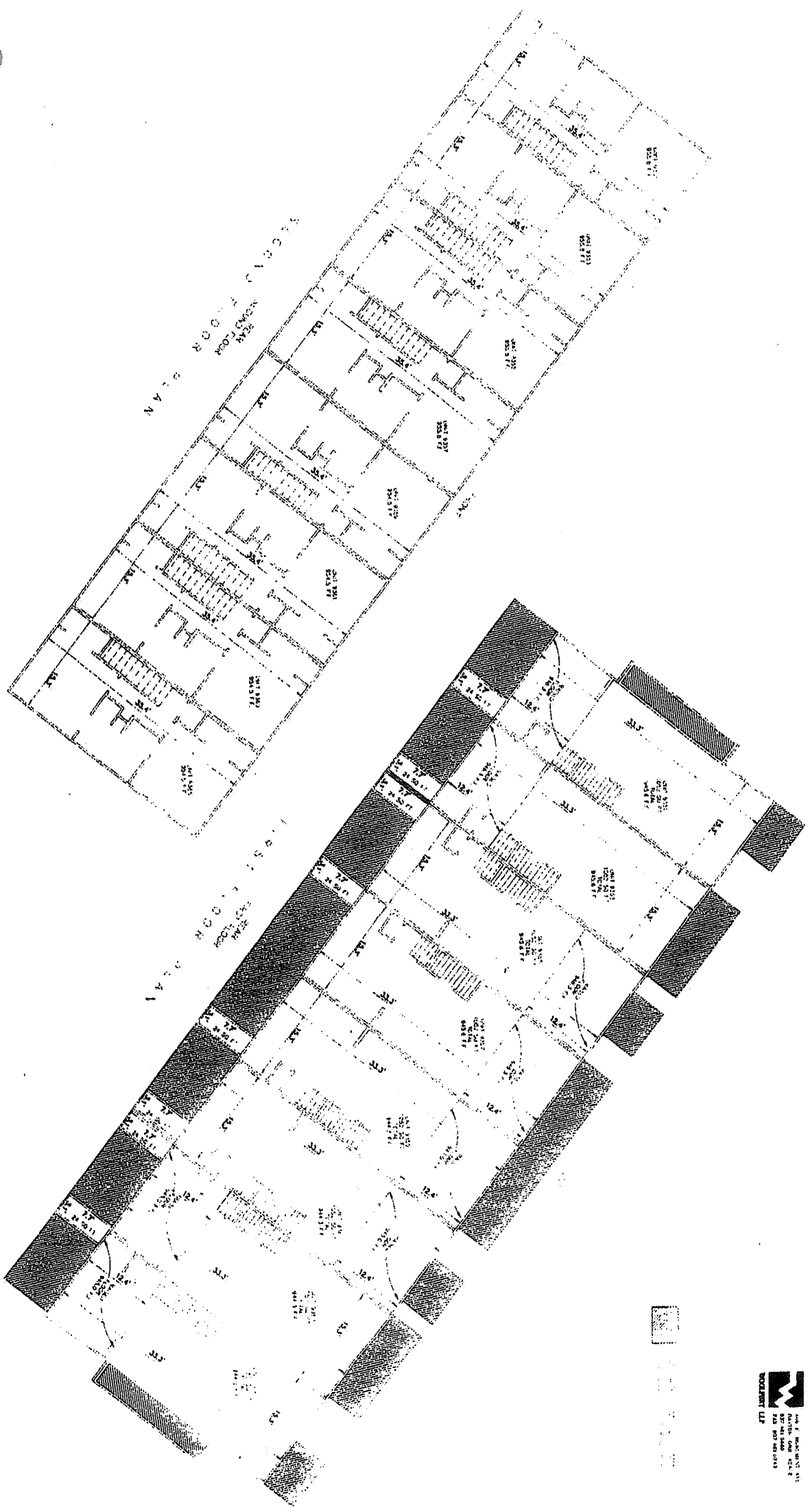
Dated: May 4, 2000

  
Hans H. Soltau



The Board has been in Charles V. Smith  
Development Laboratory here at address  
D.M. 99-0828

**BUILDING 10**  
FIF



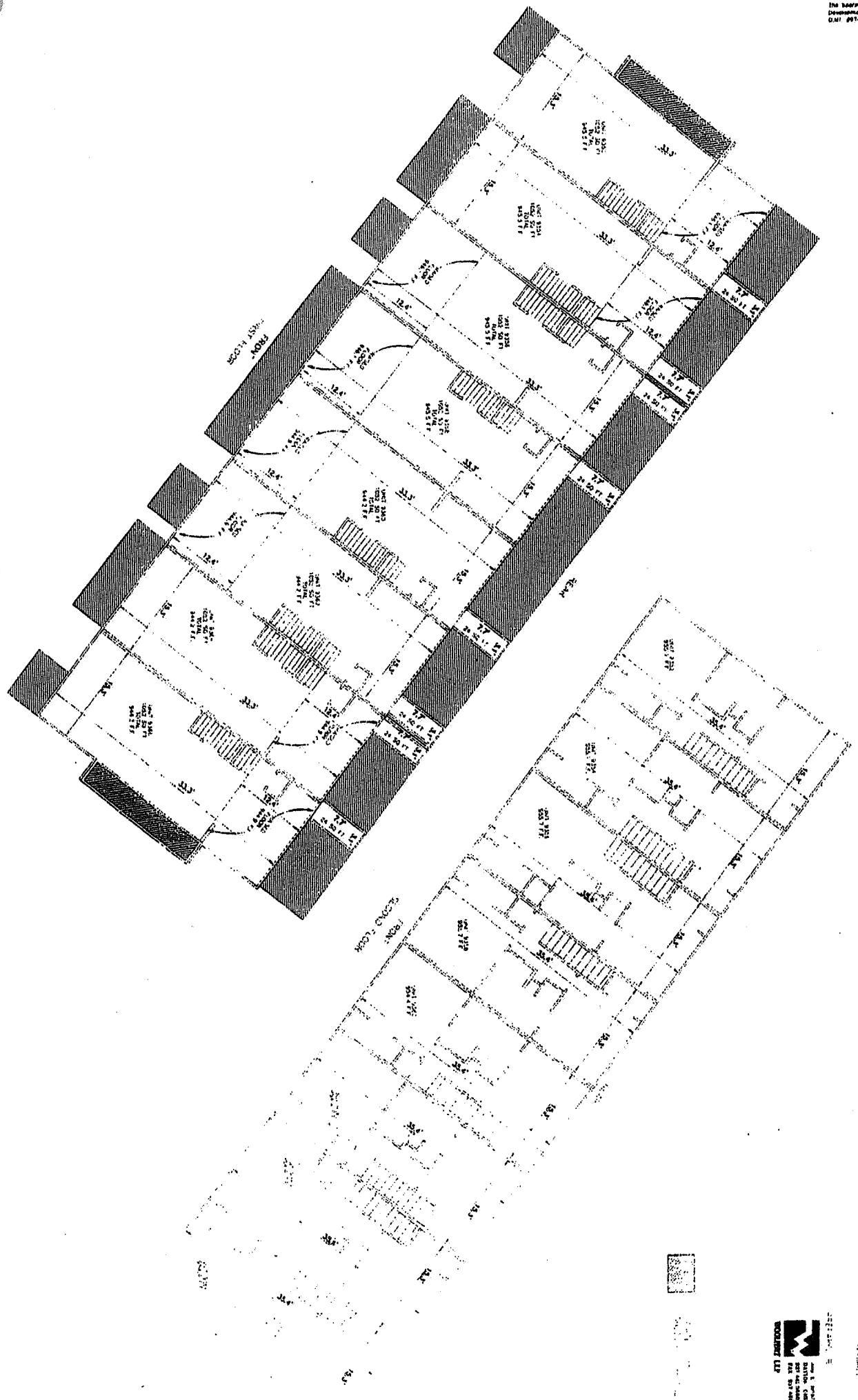
John J. Smith, Architect  
1000 North Main Street  
Suite 1000  
San Francisco, CA 94103  
Architect License No. 10000  
Professional Seal No. 10000

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION EIGHT



The bearings are based on Chart 1 - Survey  
Development Corporation 1984 re amended  
Date: 09-11-84

**BUILDING 11**  
4175




**ROBERT LEE**  
ARCHITECT  
1000 1/2 WEST 10TH AVE  
SUITE 1000  
DENVER, CO 80202  
TEL: 333-3333

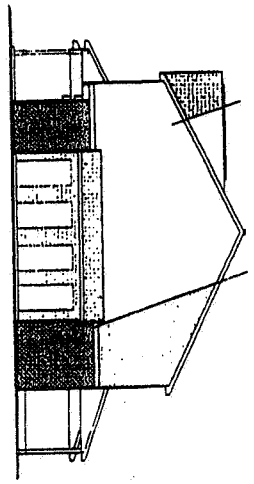
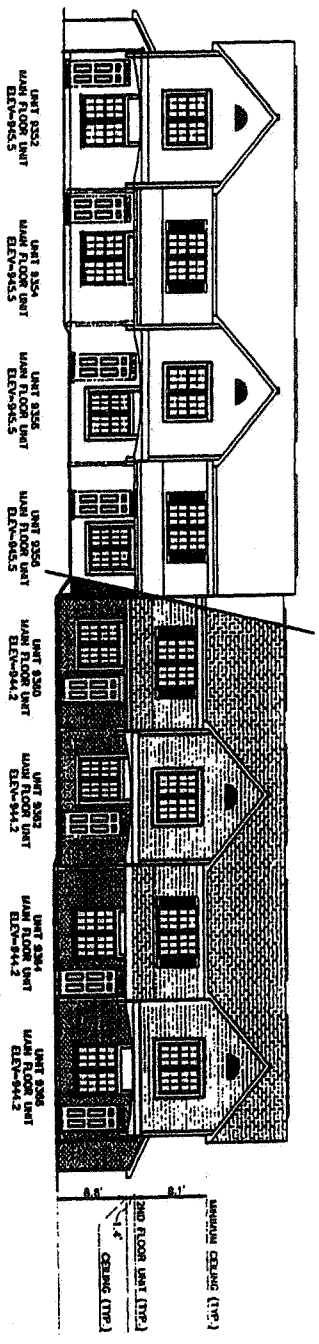
CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION EIGHT



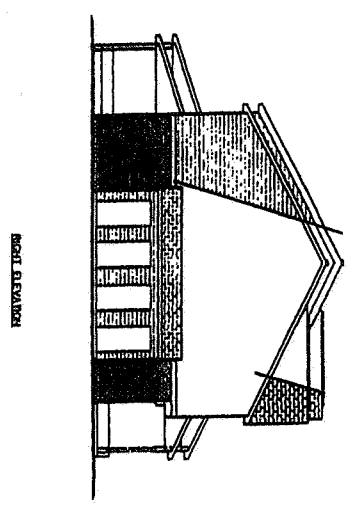
CONDOMINIUM PLAN  
 BAY SHORES CONDOMINIUM  
 SECTION EIGHT

RECORD PLAN NO. 10117  
 PLAN SERVICES SECTION 101  
 A-1, RECORDED, 1984, BY  
 -MAYOR & ASSOCIATES, INC.  
 NON-COMMERCE COUNTY, MISSISSIPPI  
 PREPARED BY: TERRY W. BAKER, S. 1054  
 UNIT, BOWEN COUNTY, TENN.  
 CONTAINING 1.244 ACRES  
 NOVEMBER 1988

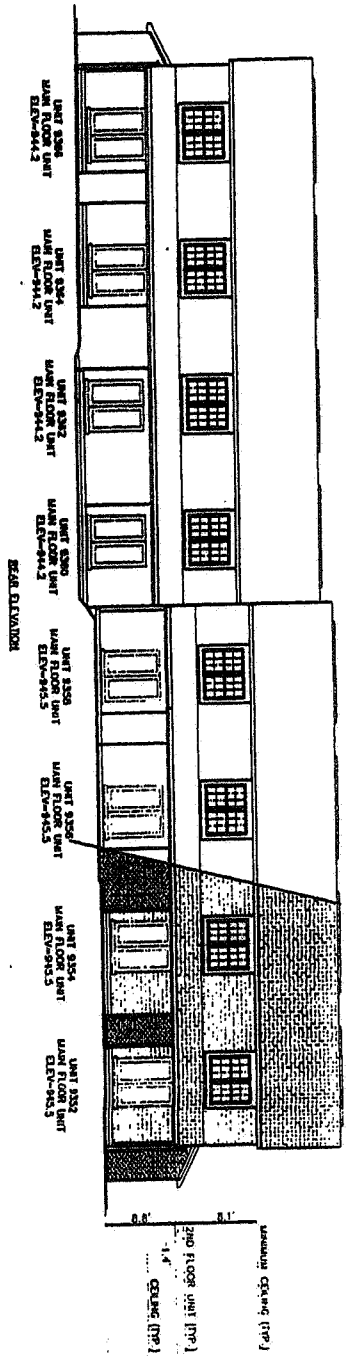
PREPARED BY:  
  
 W. TERRY BAKER ARCHITECTS, INC.  
 1015 N. W. 10TH AVENUE  
 MIAMI, FLORIDA 33136  
 PHONE 305-371-4510



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION


TYPICAL BUILDING ELEVATIONS - BUILDING NO. 11  
 NTS

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION EIGHT

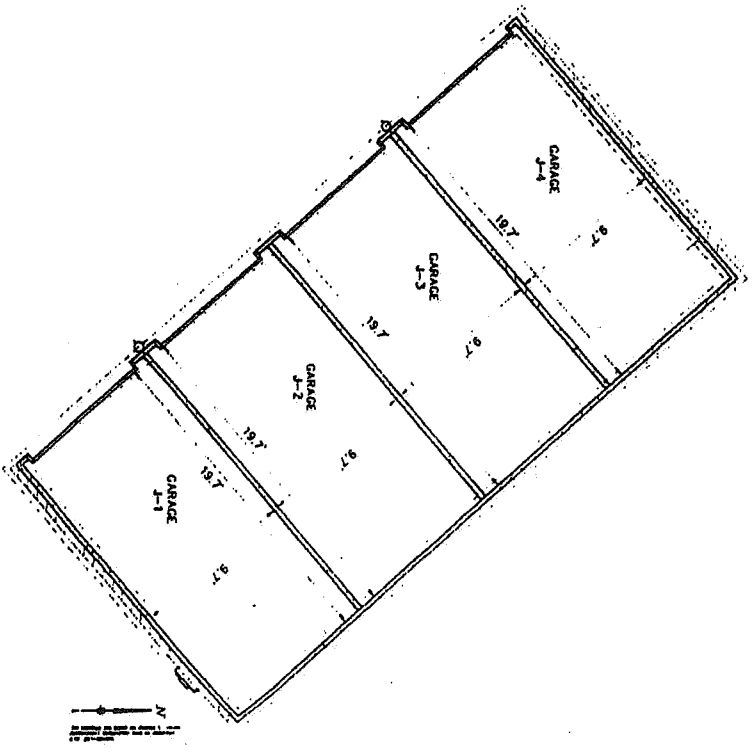
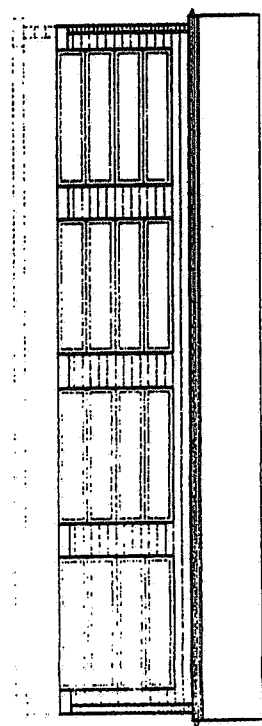
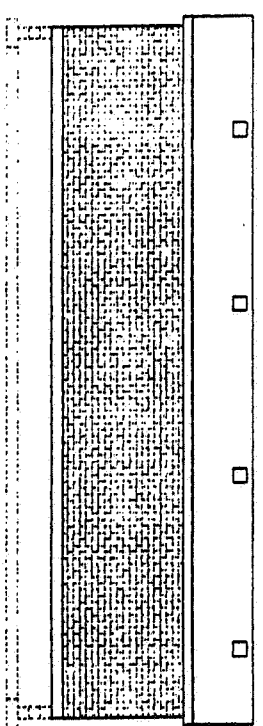
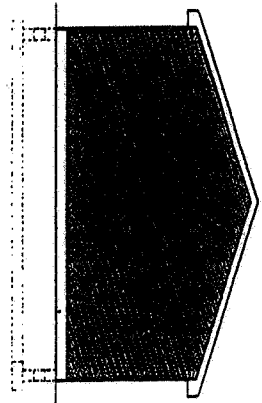
SECTION EIGHT OF  
BAY SHORES CONDOMINIUM, INC.  
AS SHOWN ON THE PLAN IS TO BE  
RECORDED IN THE PUBLIC RECORDS OF  
ADAMS COUNTY, ILL.

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PREPARED BY:



JOE B. WOLPERT, AVE  
1000 W. MONROE AVE  
SUITE 200  
CHICAGO, ILLINOIS 60606  
TEL: 312.467.1000  
FAX: 312.467.0743  
WOLPERT LLP



NO TRANSFER NEEDED

01 FEB 22 PM 2:54

KARL L. KEITH  
AUDITOR

NINTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION TEN)

I hereby certify that copies of the within Ninth Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 2/22, 2001 By: Karl L. Keith

Judy Dodge Recorder  
Montgomery County  
COND-01-017945 0015  
#325.20 02/22/01 15:09:37

PLAT REFERENCE:

Book: 180

Page(s): 22 TH 22 E

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

**NINTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION TEN)**

---

**THIS NINTH AMENDMENT TO DECLARATION**, hereinafter referred to as the "Ninth Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery, State of Ohio were submitted to the provisions of Chapter 4311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26
Fourth Amendment	98-810-D06	174-4
Fifth Amendment	99-108-A01	174-50
Sixth Amendment	99-311-A12	175-48
Seventh Amendment	99-828-B12	177-18
Eighth Amendment	00-362-A01	178-25

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in Exhibit "D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein, which are defined in the Declaration, shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted of the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(x) Building 14 is two (2) stories in height containing eight (8) Residential Units.

(y) Building 15 is two (2) stories in height, containing four (4) Residential Units.

(z) The Garage Building designated as M is one (1) story in height containing four (4) Garage Units.

C. Section 5.02 is hereby amended by adding thereto the following:

(e) Tarpon is a two (2) story townhouse containing approximately 1,242 square feet.

D. Section 5.03 is hereby amended by adding thereto the following:

<u>Unit No.</u>	<u>Type</u>
9271, 9274, 9278, 9282	Largo
9269, 9272, 9276, 9280	Heron
9267, 9270, 9273, 9284	Tarpon

E. Section 5.05 is hereby amended by adding thereto the following:

Units M-1 through M-4 inclusive in Garage Building M.

F. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting Exhibit "C" attached hereto.

G. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Ninth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Ninth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth therein.

\*\*\*\*\*



IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 18<sup>th</sup> day of January, 2001.

Signed and acknowledged  
In the presence of:

**CHARLES V. SIMMS  
DEVELOPMENT CORPORATION**

*Cynthia L. Larkins*

By: *Hans H. Soltau*  
Hans H. Soltau  
Vice President

*Debra K. Clapp*

**STATE OF OHIO, COUNTY OF MONTGOMERY, SS:**

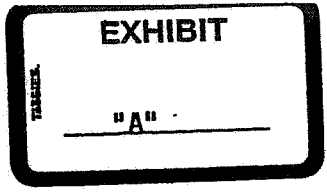
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2001 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

*Cynthia L. Larkins*  
Notary Public

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

**THIS INSTRUMENT PREPARED BY:**

**HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459**



**DESCRIPTION OF  
BAYSHORES CONDOMINIUM SECTION 10  
MIAMI TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.507 ACRES  
JANUARY 12, 2001**

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of Lot 2 of the Bay Shores Section 2 Subdivision as recorded in Plat Book 176, Page 11 and being part of that land conveyed to Charles V. Simms Development Corporation as recorded in Deed Microfiche Number 97-094B06 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at a concrete monument (found) at the southwest corner of said Bay Shores Section 2 Subdivision, said monument also being at the southwest corner of Bay Shores Condominium Section 9 as recorded in Plat Book 178, Page 25, and in an east line of The Conifers as recorded in Plat Book 128, Page 42;

thence along the common west line of said Condominium Section 9 and said Bay Shores Section 2 Subdivision, North five degrees twenty-six minutes thirty-five seconds East (N05°26'35"E) for two hundred sixty-nine and 88/100 feet (269.88') to the northwest corner of said Condominium Section 9 and the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along the lines of said Bay Shores Subdivision for the following three (3) courses:

1. North five degrees twenty-six minutes thirty-five seconds East (N05°26'35"E) for two hundred sixty-five and 51/100 feet (265.51');
2. South eighty-six degrees thirty-one minutes fifty-five seconds East (S86°31'55"E) for one hundred forty-five and 09/100 feet (145.09');
3. South eighty-four degrees thirty-three minutes twenty-five seconds East (S84°33'25"E) for one hundred ten and 01/100 feet (110.01');

thence over said Bay Shores Subdivision on a new division line for the following three (3) courses:



**WOOLPERT LLP**  
79 East Monument Avenue  
nn, OH 45402-1261  
1.5660  
Fax: 937.461.0743  
www.woolpert.com

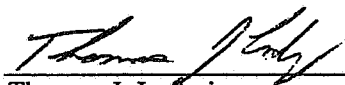
1. South five degrees twenty-six minutes thirty-five seconds West (S05°26'35"W) for one hundred forty-five and 62/100 feet (145.62');
2. South forty-one degrees fifty-two minutes twenty-eight seconds West (S41°52'28"W) for one hundred twenty and 00/100 feet (120.00');
3. South five degrees twenty-six minutes fifty-six seconds West (S05°26'56"W) for ninety-two and 01/100 feet (92.01') to a northeasterly corner of said Condominium Section 9;

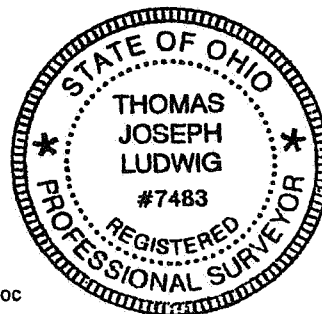
thence along the lines of said Condominium Section 9 for the following two (2) courses:

1. North forty-five degrees twenty-five minutes four seconds West (N45°25'04"W) for one hundred and 88/100 feet (100.88');
2. North eighty-four degrees thirty-three minutes twenty-five seconds West (N84°33'25"W) for one hundred five and 50/100 feet (105.50') to the **TRUE POINT OF BEGINNING**, containing one and 507/1000 (1.507) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in November 1999, with bearings based upon said Bay Shores Section 2 Subdivision.

Woolpert LLP

  
Thomas J. Ludwig  
Ohio Professional Surveyor #7483



G:\Sd\CADD\SIMMS\BAYSHORS\Condo10\56151c10.des.doc

**SECTION 11**

The undersigned, being all the owners and inventors of the land herein shown by the accompanying plat and deed, do hereby certify that the same are the true and correct plat and deed of the land herein shown for the purpose of creating and conveying to the Condominium Plan to be known as the Bay Shores Condominium Plan, Section 11, Range 5, M R S, Miami Township, Montgomery County, Ohio, the following described premises, to-wit: ...

CHARLES V. SMITH DEVELOPMENT CORP.  
 CHARLES H. SMITH, President

WALTER J. BUNK, JR.  
 WALTER J. BUNK, JR., President

THOMAS J. LUDING, JR.  
 THOMAS J. LUDING, JR., President

CHRISTOPHER M. ...  
 CHRISTOPHER M. ... President

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 ... President

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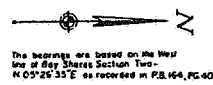
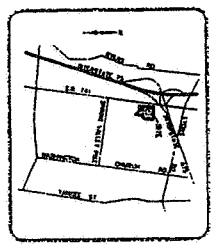
...  
 ... President

...  
 ... President

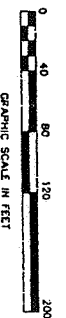
...  
 ... President

...  
 ... President

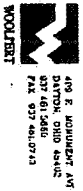
**EXHIBIT**  
 "B"



The bearings are based on the Meridian. The distances are based on the map as recorded in P.B. 164, PG. 40

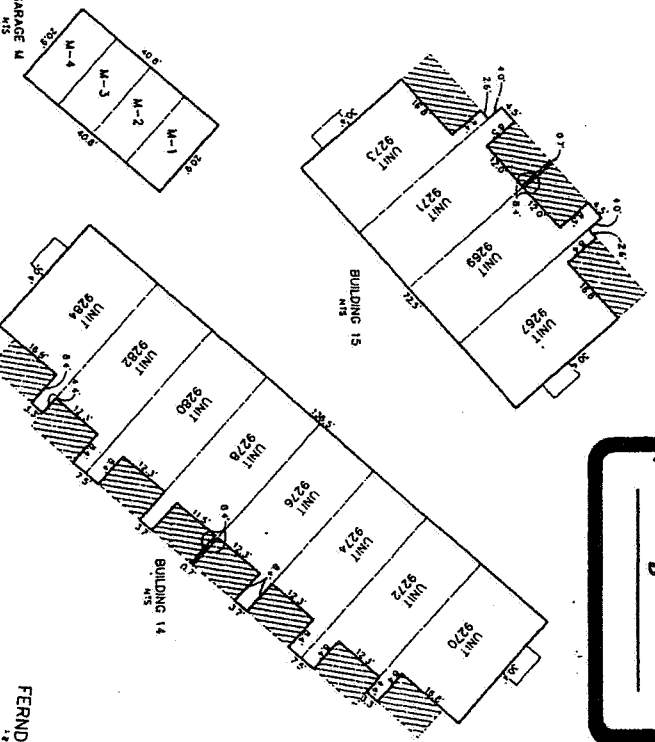


**LEGEND**  
 ○ 5/8" IRON PIN FOUND  
 ● 5/8" IRON PIN SET  
 ■ CONCRETE FOUNDATION FOUND



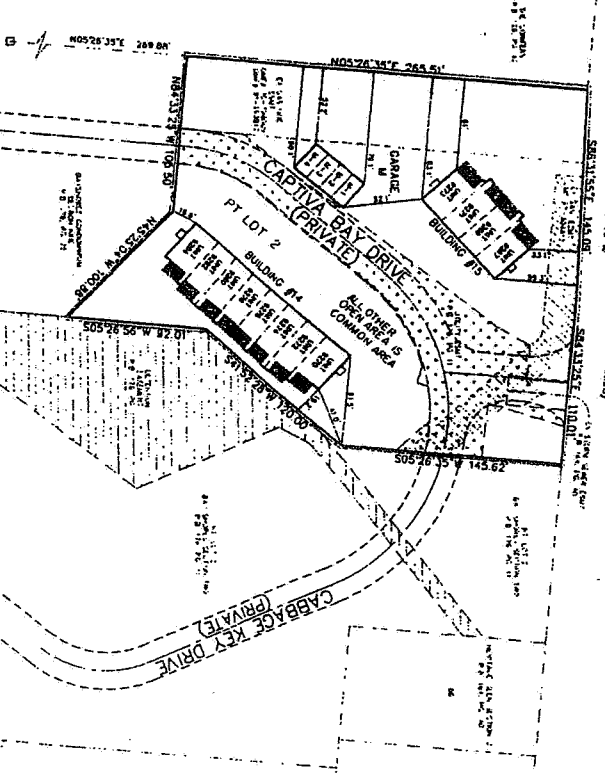
PREPARED BY  
 WOOLPERT

**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION TEN**  
 BEING PART OF LOT 2 OF  
 BAY SHORES SECTION TWO  
 AS RECORDED IN PLAT RECORDS OF  
 MONTGOMERY COUNTY, OHIO  
 LOCATED IN  
 SECTION 11, TOWN 2, RANGE 5, M R S  
 MIAMI TOWNSHIP,  
 MONTGOMERY COUNTY, OHIO  
 CONTAINING 1.507 ACRES  
 JANUARY 2001



Note: All dimensions have been established by the Surveyor as recorded in P.B. 178, Pg. 11, except as shown.

INDICATES LIMITED COMMON AREA  
 SHED, PORCH OR PATIO



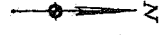
**NOTIFICATION/DESCRIPTION:**  
 The within Condominium Plan is part of Lot 2 of Bay Shores Section Two of Miami Township, Montgomery County, Ohio, as shown on the plat recorded in Plat Records of Montgomery County, Ohio, Book No. 57-193, Page No. 97-193, and as shown on the plat recorded in Plat Records of Montgomery County, Ohio, Book No. 57-193, Page No. 97-193. The within units, their Condominium Plan, correct shares in common, and other matters herein stated, have been established by the Commission on the basis of the facts and circumstances as shown on the plat and as stated in the Declaration of Condominium and the Declaration of Covenants, Conditions and Restrictions, which are attached hereto and incorporated herein by reference.

**WOLPERT LLP**  
 By: Thomas J. Luding, Jr. (Professional Surveyor #2483)  
 Date: 1/11/01

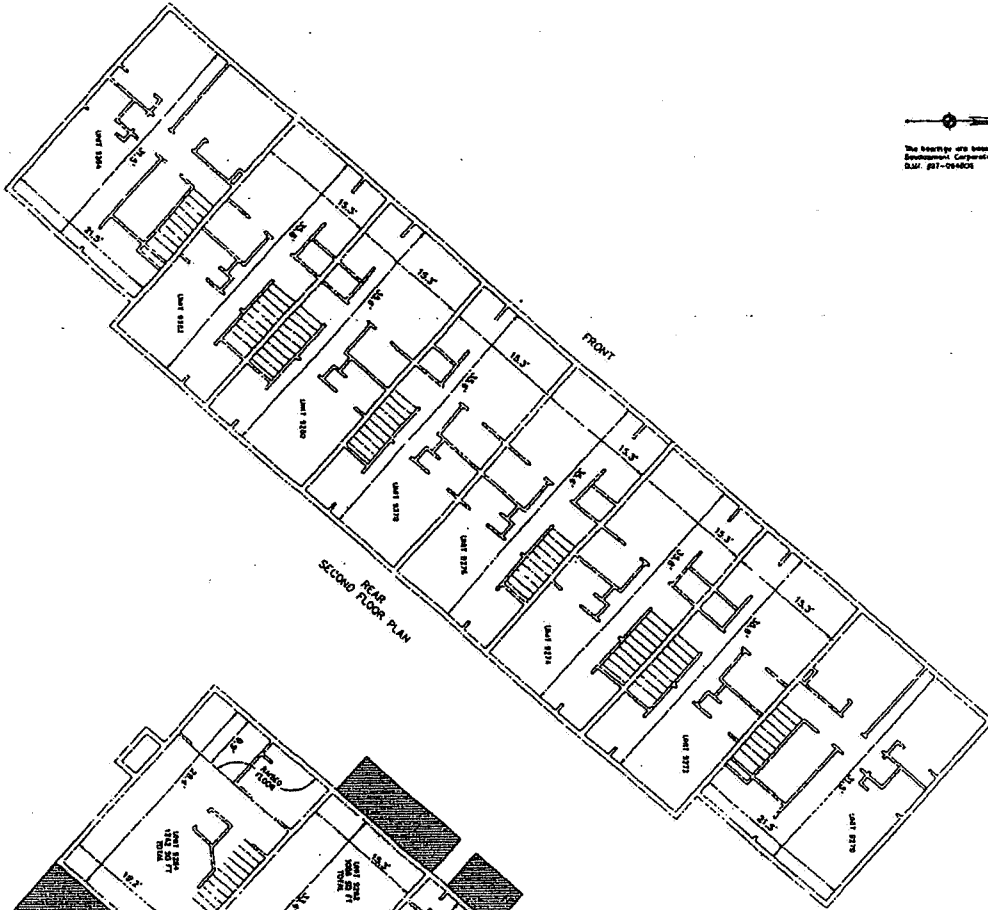
**WOOLPERT**  
 By: Christopher M. ...  
 Date: 1/11/01

APPROVED FOR DESIGN:  
 MONTGOMERY COUNTY ENGINEER  
 DATE: 1/11/01  
 CHECKED BY: J.E.D.  
 0614R

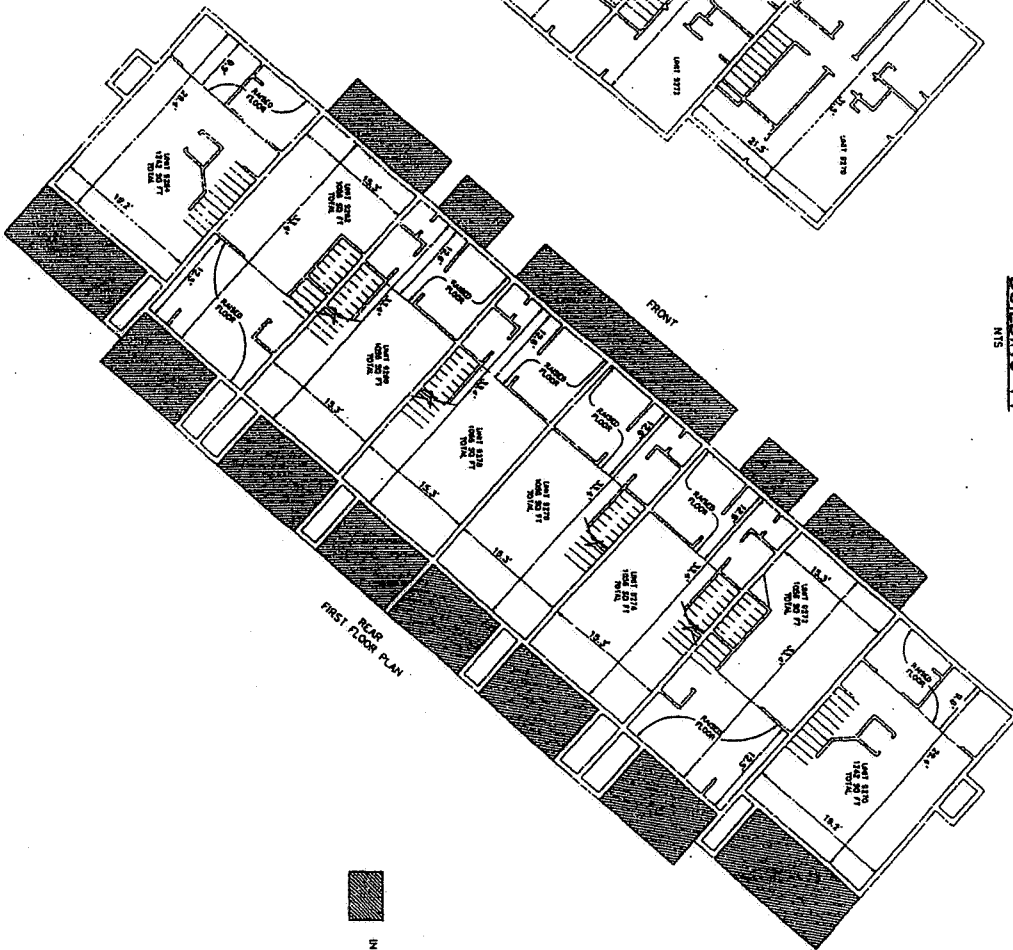
SHEET 1 OF 8



The bearings are based on Chas. V. Spang's  
Benchmark Corporation and is verified  
D.M. #1-064802



SECOND FLOOR PLAN

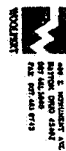


FIRST FLOOR PLAN

**BUILDING 14**  
N15



INDICATES LIMITED COMMON FOR  
SHELF, PORCH AND PANO



PREPARED BY:  
WOLBERT  
401 S. WASHINGTON AVE.  
ANN ARBOR, MICHIGAN 48104  
TEL: 734.769.8113  
FAX: 734.769.8113

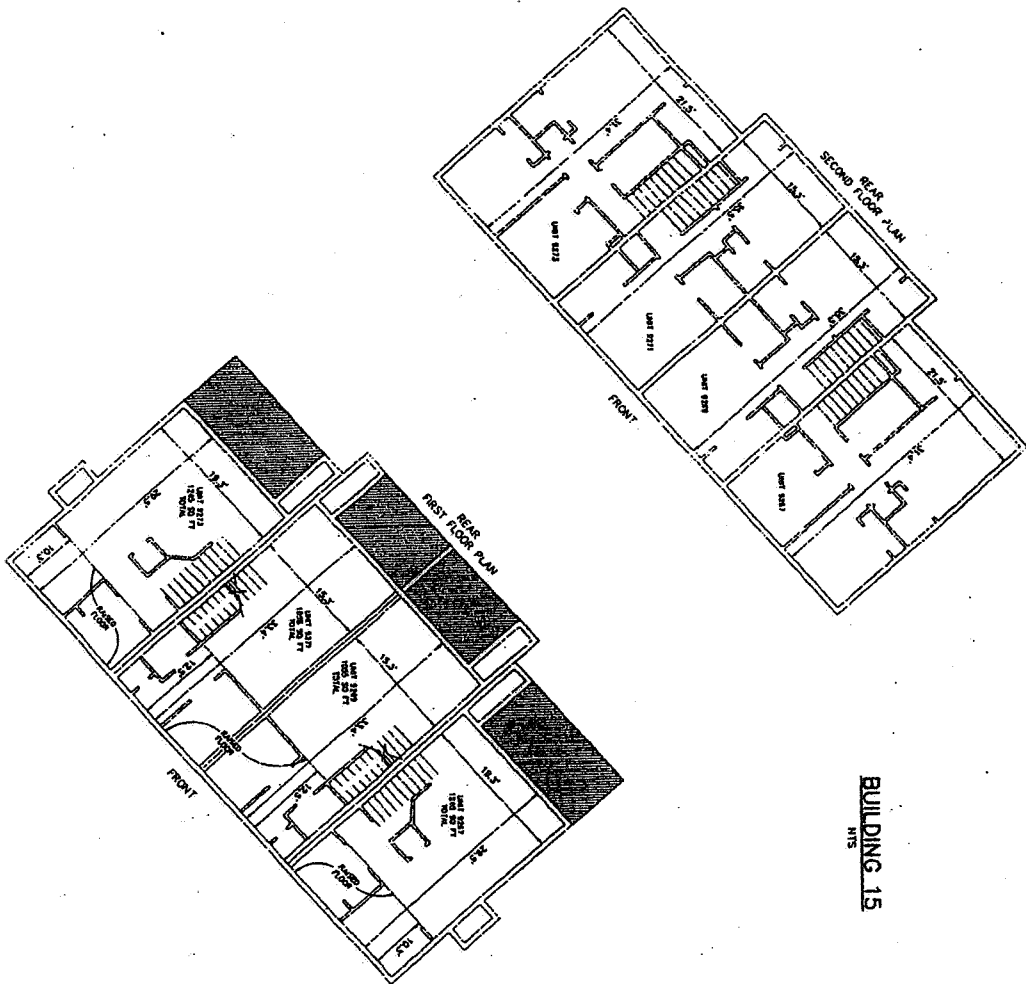
CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION TEN  
SECTION 11, TOWNSHIP RANGE 5, N. R. 8,  
LACON COUNTY, OHIO  
JANUARY 2001

DEED

Q1-J

B11

The Surveys are based on Charles V. Egan  
Development Corporation filed as recorded  
D.A.C. 971-001624



**BUILDING 15**  
N.T.S.

INDICATES UNITED COALITION FOR  
SHRED, PORCH AND PATIO

**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION TEN**

BEING PART OF LOT 2 OF  
BAY SHORES SECTION TWO  
AS RECORDED IN PLAT BOOK 176,  
PAGE 11 IN THE PLAT RECORDS OF  
MONTICOMERY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWNSHIP  
MONTICOMERY COUNTY, OHIO  
JANUARY 2001

PREPARED BY:  
JAMES M. HANCOCK, INC.  
ARCHITECTS  
1000 W. 10TH AVE.  
COLUMBUS, OHIO 43260  
TEL: 614.291.1111  
FAX: 614.291.1112

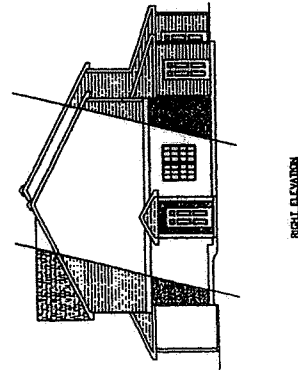
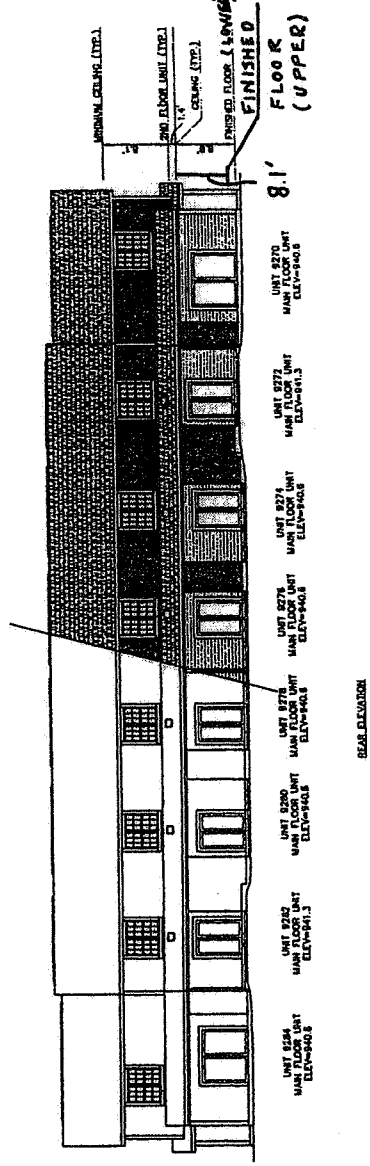
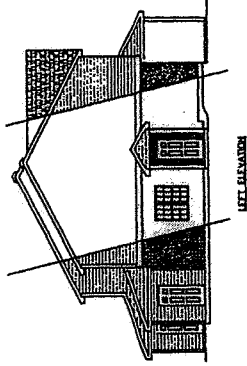
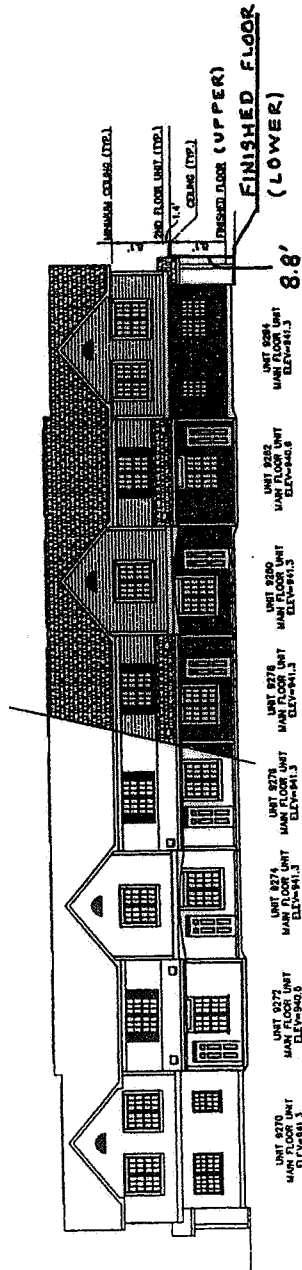
DEED -0116 B12

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION TEN

BEING PART OF LOT 2 OF  
SUBDIVISION 2000  
AS RECORDED IN PL. & B. BOOK 178, PAGE 11  
IN THE PLAT RECORDS OF  
MONTGOMERY COUNTY, OHIO

LOCATED IN:  
SECTION 11, TOWN 2, RANGE 5, M. 8 S.  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.507 ACRES  
JANUARY 2001

PREPARED BY:



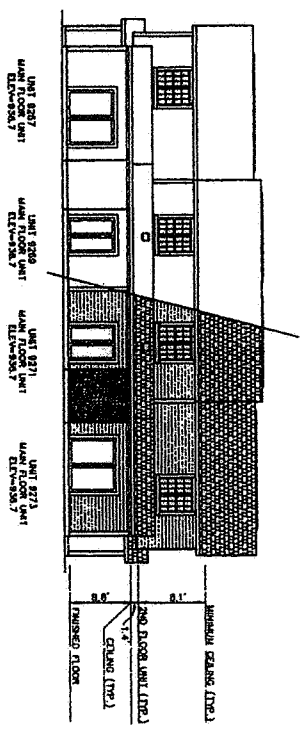
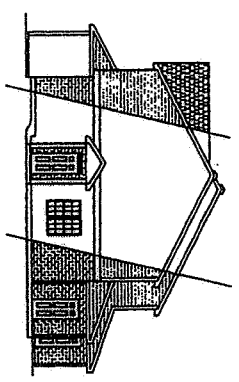
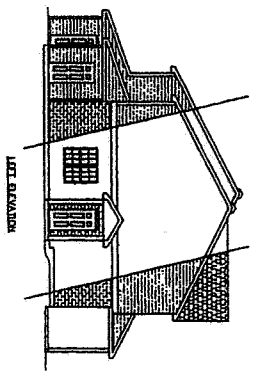
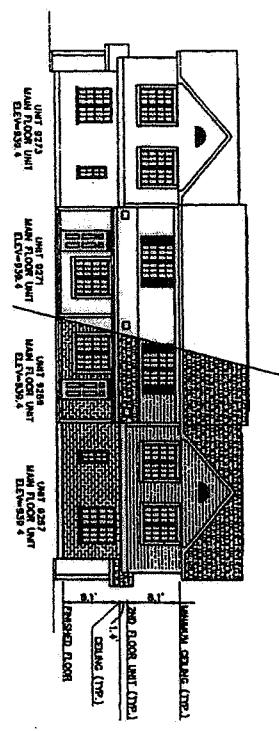
TYPICAL BUILDING ELEVATIONS - BUILDING 14  
N/S

CONDOMINIUM PLAN  
 BAY SHORES CONDOMINIUM  
 SECTION TEN

BEING PART OF LOT 2 OF  
 BAY SHORES SECTION TWO  
 AS RECORDED IN PLAT BOOK 178 PAGE 11  
 MONTGOMERY COUNTY, OHIO

SECTION 11, TOWN RANGE 5, U.A.R.  
 MARIETTA TOWNSHIP  
 MONTGOMERY COUNTY, OHIO  
 JANUARY 2001

PREPARED BY:



TYPICAL BUILDING ELEVATIONS - BUILDING 15  
 N15

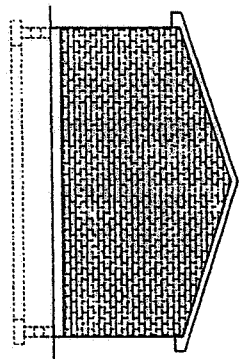


CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM

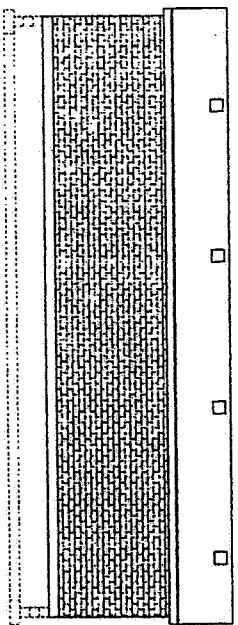
SECTION NINE  
SHEET 9 OF 8  
BAY SHORES SECTION TWO  
AS RECORDED IN PLAT BOOK 176, PAGE 11  
IN THE PLAT RECORDS OF  
MONROVIA COUNTY, OREGON

LOCATED IN:  
SECTION 11, TOWN 2, RANGE 5, N. 1/4,  
MOUNTAIN TOWNSHIP 7 S. 20 S.  
COUNTY OF MONROVIA, OREGON  
JANUARY 2001

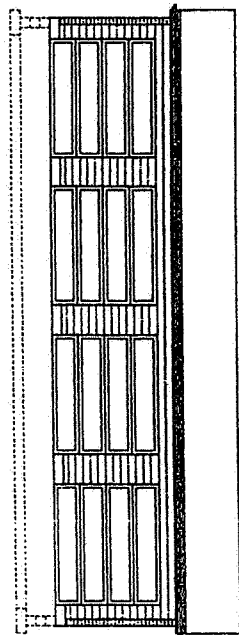
PREPARED BY:



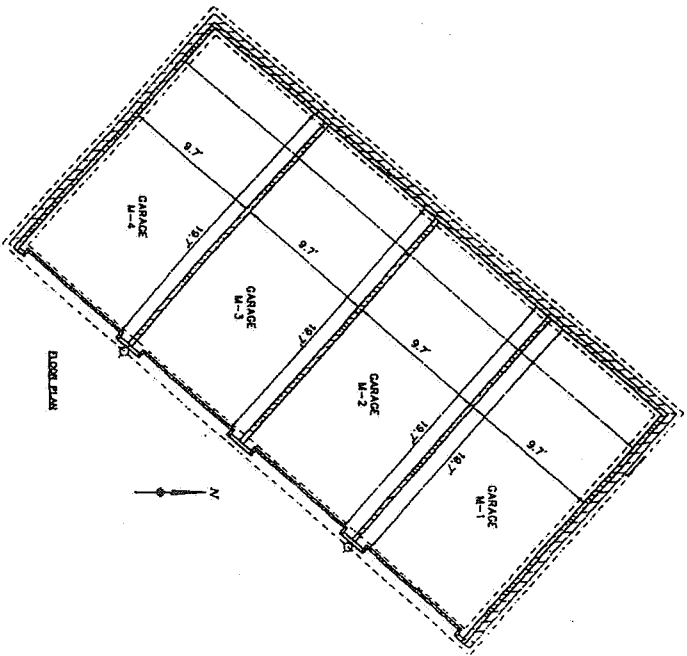
SIDE ELEVATION



SIDE ELEVATION



FRONT ELEVATION



FLOOR PLAN

GARAGE M  
N15

EXHIBIT "C"

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	.16	B-1	.16	C-1	.16
A-2	.16	B-2	.16	C-2	.16
A-3	.16	B-3	.16	C-3	.16
A-4	.16	B-4	.16	C-4	.16
D-1	.16	E-1	.16	F-1	.16
D-2	.16	E-2	.16	F-2	.16
D-3	.16	E-3	.16	F-3	.16
D-4	.16	E-4	.16	F-4	.16
G-1	.16	H-1	.16	I-1	.16
G-2	.16	H-2	.16	I-2	.16
G-3	.16	H-3	.16	I-3	.16
G-4	.16	H-4	.16	I-4	.16
J-1	.16	K-1	.16	L-1	.16
J-2	.16	K-2	.16	L-2	.16
J-3	.16	K-3	.16	L-3	.16
J-4	.16	K-4	.16	L-4	.16
M-1	.16				
M-2	.16				
M-3	.16				
M-4	.16				

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
2401	0.85	2457	0.83	9353	0.85
2403	0.85	2459	0.83	9354	0.85
2404	0.85	2461	0.83	9355	0.85
2405	0.85	2463	1.03	9356	0.85
2406	0.85	2465	1.03	9357	0.85
2407	0.85	9267	1.01	9358	0.85
2408	0.85	9269	0.85	9359	0.85
2410	0.85	9270	1.01	9360	0.85
2412	0.85	9271	0.85	9361	0.85
2414	0.85	9272	0.85	9362	0.85
2416	0.85	9273	1.01	9363	0.85
2418	0.85	9274	0.85	9364	0.85
2422	0.85	9276	0.85	9365	0.85
2424	0.85	9278	0.85	9366	0.85
2426	0.85	9280	0.85	9401	1.03
2428	0.85	9282	0.85	9403	1.03
2433	0.85	9284	1.01	9405	0.83
2434	0.85	9300	0.85	9407	0.83
2435	0.85	9302	0.85	9409	0.83
2436	0.85	9304	0.85	9411	0.83
2437	0.85	9306	0.85	9413	1.03
2438	0.85	9308	0.85	9415	1.03
2439	0.85	9310	0.85	9429	1.03
2440	0.85	9312	0.85	9431	1.03
2441	0.85	9314	0.85	9433	0.83
2442	0.85	9331	0.85	9435	0.83
2443	0.85	9333	0.85	9437	0.83
2444	0.85	9335	0.85	9439	0.83
2445	0.85	9337	0.85	9440	1.03
2446	0.85	9339	0.85	9441	1.03
2447	0.85	9341	0.85	9442	1.03
2448	0.85	9343	0.85	9443	1.03
2451	1.03	9345	0.85	9344	1.03
2453	1.03	9351	0.85	9346	1.03
2455	0.83	9352	0.85		

TENTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION ELEVEN)

I hereby certify that copies of the within Tenth Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 9/21/01, 2001 By: Karl J. Keith

PLAT REFERENCE:

Book: 182

Page(s): 40

THIS INSTRUMENT PREPARED BY:  
HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

TRANSFERRER  
KARL L. KEITH  
AUDITOR  
01 SEP 26 AM 9:14

**TENTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION ELEVEN)**

---

**THIS TENTH AMENDMENT TO DECLARATION**, hereinafter referred to as the "Tenth Amendment", made on the date hereinafter set forth by **CHARLES V. SIMMS DEVELOPMENT CORPORATION**, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery, State of Ohio were submitted to the provisions of Chapter 4311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26
Fourth Amendment	98-810-D06	174-4
Fifth Amendment	99-108-A01	174-50
Sixth Amendment	99-311-A12	175-48
Seventh Amendment	99-828-B12	177-18
Eighth Amendment	00-362-A01	178-25
Ninth Amendment	01-116-B03	180-22

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in Exhibit "D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

F. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein, which are defined in the Declaration, shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted of the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(aa) Building 17 is two (2) stories in height containing four (4) Residential Units.

(bb) Building 18 is two (2) stories in height, containing eight (8) Residential Units.

(cc) The Garage Building designated as O is one (1) story in height containing four (4) Garage Units.

(dd) The Garage Building designated as P is one (1) story in height containing four (4) Garage Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>Unit No.</u>	<u>Type</u>
18-2453, 18-2457, 18-2461, 2452	Largo
18-2455, 18-2459, 18-2463, 2454	Heron
18-2451, 18-2465, 2450, 2456	Tarpon

D. Section 5.05 is hereby amended by adding thereto the following:

Units O-1 through O-4 inclusive in Garage Building O.

Units P-1 through P-4 inclusive in Garage Building P.

E. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting Exhibit "C" attached hereto.

F. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Ninth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Tenth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth therein.

\*\*\*\*\*

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 14TH day of September, 2001.

Signed and acknowledged  
In the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

Cynthia L. Larkins

By: Hans H. Soltau  
Hans H. Soltau  
Vice President

Nichelle Kraupis

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 14TH day of September, 2001 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins  
Notary Public

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

DEED

01-0672

D02



EXHIBIT "A"

DESCRIPTION OF  
BAY SHORES CONDOMINIUM SECTION ELEVEN  
MIAMI TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.283 ACRES  
SEPTEMBER 10, 2001

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of Lot 2 of Bay Shores Section Two as recorded in Plat Book 176, Page 11 and being part of that land conveyed to Charles V. Simms Development Corporation as recorded in Deed Microfiche Number 97-094B06 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at a 5/8" iron pin (set) at the northeastern corner of said Bay Shores Section Two, and the northwest corner of Lot 86 of Heritage Glen Section 3 as recorded in Plat Book 164, Page 40, said corner also being in the south right-of-way line of Ferndown Drive;

thence departing the south right-of-way line of Ferndown Drive, and along the east line of said Bay Shores Section Two for the following three (3) courses:

1. South five degrees twenty-six minutes thirty-five seconds West (S05°26'35"W) for one hundred thirty and 34/100 feet (130.34') to a 5/8" iron pin (set);
2. South eighty-four degrees forty-three minutes three seconds East (S84°43'03"E) for ninety-four and 20/100 feet (94.20') to a 5/8" iron pin (set);
3. South five degrees sixteen minutes fifty-seven seconds West (S05°16'57"W) for one hundred ninety-four and 10/100 feet (194.10') to the **TRUE POINT OF BEGINNING** of the herein described tract of land, said point being in the west line of Heritage Glen Section 2 as recorded in Plat Book 163, Page 3;

thence continuing along the east line of said Bay Shores Section Two, and the west line of said Heritage Glen Section 2, South five degrees sixteen minutes fifty-seven seconds West (S05°16'57"W) for two hundred fourteen and 65/100 feet (214.65') to the northeast corner of Bay Shores Condominium Section Eight as recorded in Plat Book 177, Page 18;

ONE COMPANY. INFINITE SOLUTIONS.

DEED

01-0672

D03

*file # 2001 148R*  
*108 2*

thence along the north line of said Bay Shores Condominium Section Eight for the following two (2) courses:

1. North seventy-four degrees one minute twelve seconds West (N74°01'12"W) for one hundred sixty-five and 35/100 feet (165.35');
2. South thirty-eight degrees fifteen minutes twenty-eight seconds West (S38°15'28"W) for forty-two and 85/100 feet (42.85') to a southeasterly corner of Bay Shores Condominium Section Nine as recorded in Plat Book 178, Page 25;


thence along the southeasterly lines of said Section Nine for the following two (2) courses:

1. North fifty-one degrees forty-four minutes thirty-two seconds West (N51°44'32"W) for one hundred nineteen and 99/100 feet (119.99');
2. North five degrees twenty-six minutes fifty-six seconds East (N05°26'56"E) for one hundred fifty-four and 60/100 feet (154.60'), passing the southeast corner of Bay Shores Condominium Section Ten as recorded in Plat Book 180, Pages 22-22E at a distance of one hundred forty-five and 39/100 feet (145.39') to a point in the east line thereof;

thence departing the east line of said Section Ten, and over Lot 2 of said Bay Shores Section Two, on a new division line, South eighty-four degrees forty-three minutes three seconds East (S84°43'03"E) for two hundred eighty-six and 01/100 feet (286.01) to the **TRUE POINT OF BEGINNING**, containing one and 283/1000 (1.283) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in November 1999, with bearings based upon the west line of said Bay Shores Section Two, N05°26'35"E.

Woolpert LLP

  
Daryl L. Wells  
Ohio Professional Surveyor #6932



**DECLARATION**

The undersigned, being all the owners and lessors of the land hereinafter described, do hereby certify that the same are to be used for residential purposes and shall be known as the Bay Shores Condominium Plan. It is the intention of the undersigned that the said premises shall be used for residential purposes and shall be known as the Bay Shores Condominium Plan. It is the intention of the undersigned that the said premises shall be used for residential purposes and shall be known as the Bay Shores Condominium Plan. It is the intention of the undersigned that the said premises shall be used for residential purposes and shall be known as the Bay Shores Condominium Plan.

State of Ohio, County of Hamilton, City of Dayton, to all whom these presents shall come, I, Charles H. Sams, President of the Bay Shores Condominium Section Eleven, do hereby certify that the same are to be used for residential purposes and shall be known as the Bay Shores Condominium Plan. It is the intention of the undersigned that the said premises shall be used for residential purposes and shall be known as the Bay Shores Condominium Plan.

Witness my hand and official seal on this day and date above written.

*Charles H. Sams*  
 Charles H. Sams, President

Witness my hand and official seal on this day and date above written.

*John A. Sams*  
 John A. Sams, President

Witness my hand and official seal on this day and date above written.

*John A. Sams*  
 John A. Sams, President

Witness my hand and official seal on this day and date above written.

*John A. Sams*  
 John A. Sams, President

Witness my hand and official seal on this day and date above written.

*John A. Sams*  
 John A. Sams, President

Witness my hand and official seal on this day and date above written.

*John A. Sams*  
 John A. Sams, President

**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION ELEVEN**

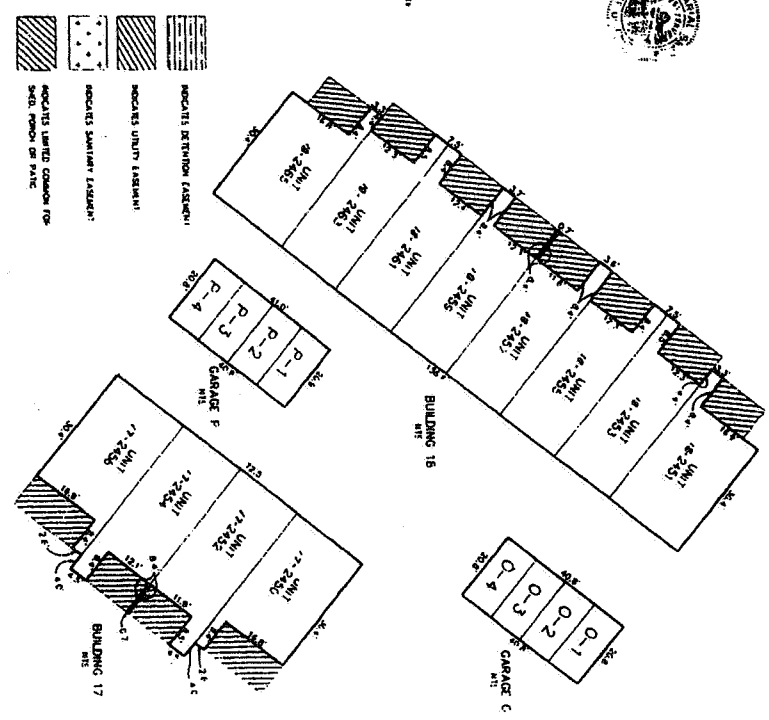
BEING PART OF LOT 2 OF SECTION 11, TOWN 2, RANGE 5, MERIDIAN 18, AS RECORDED IN PLAT BOOK 178 IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN TOWN 2, RANGE 5, MERIDIAN 18, AS RECORDED IN PLAT BOOK 178 IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

CONTAINING 1.283 ACRES

SEPTEMBER 2001

PREPARED BY  
 AME & MONTGOMERY  
 1234 MAIN STREET  
 CINCINNATI, OHIO 45202  
 TEL: 513-763-9743

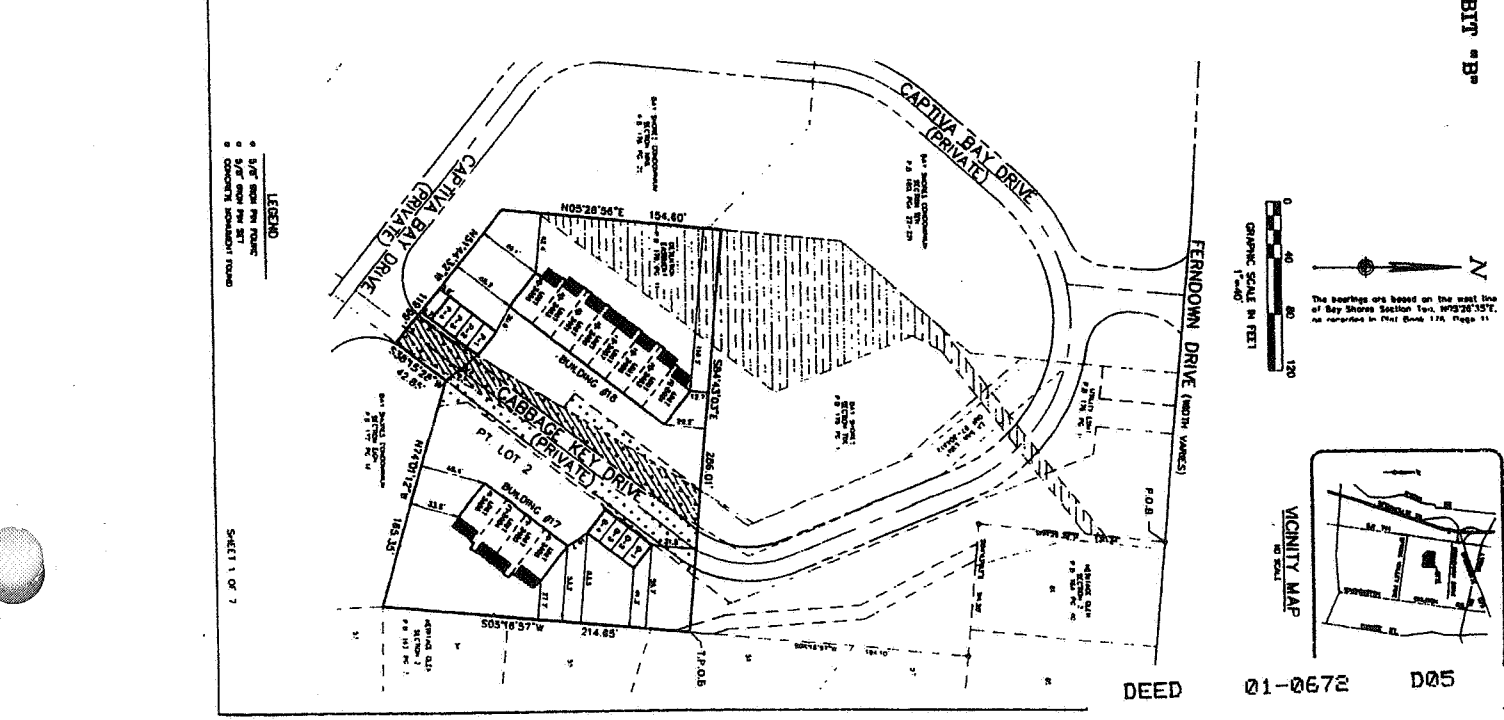


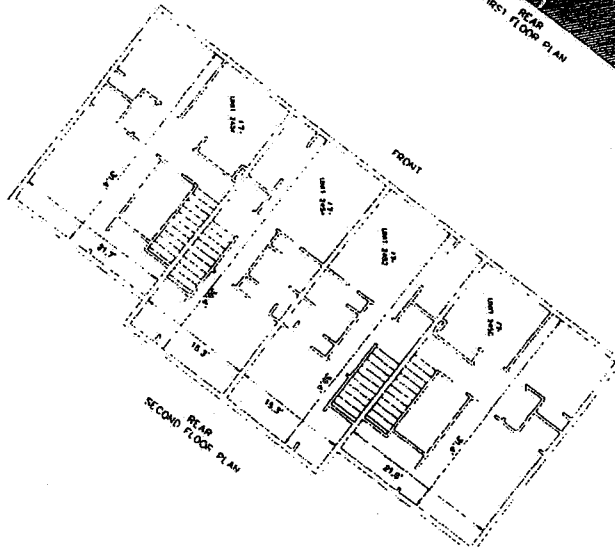
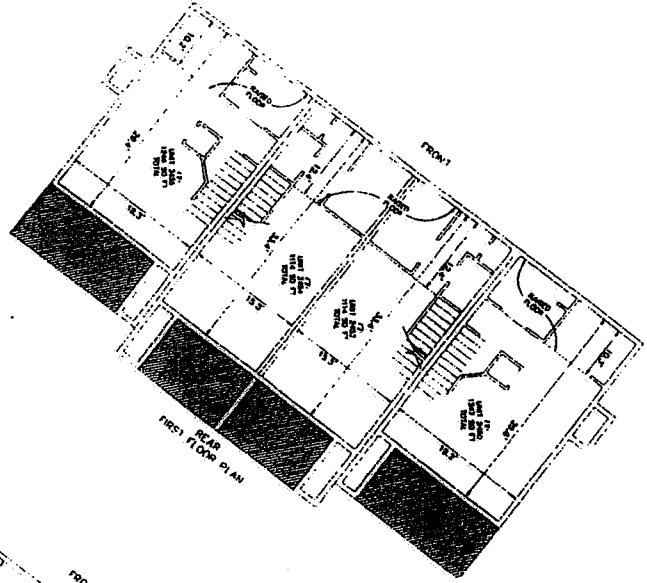
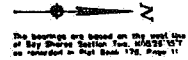
**CERTIFICATION/DESCRIPTION**

The within Condominium Plan is Part of Lot 2 of Bay Shores Section Two as recorded in Plat Book 178, Page 11 in the Plat Record of Montgomery County, Ohio containing 1.283 acres containing 36 Condominium Units, 6 Garages, 3 Buildings, and 12 other structures, situate on the location of all buildings and structures situated on the premises. The Condominium Plan is subject to the provisions of the Condominium Act, Chapter 530, Revised Code of Ohio.

By *John A. Sams*  
 John A. Sams, President

By *John A. Sams*  
 John A. Sams, President





BUILDING 17  
N15



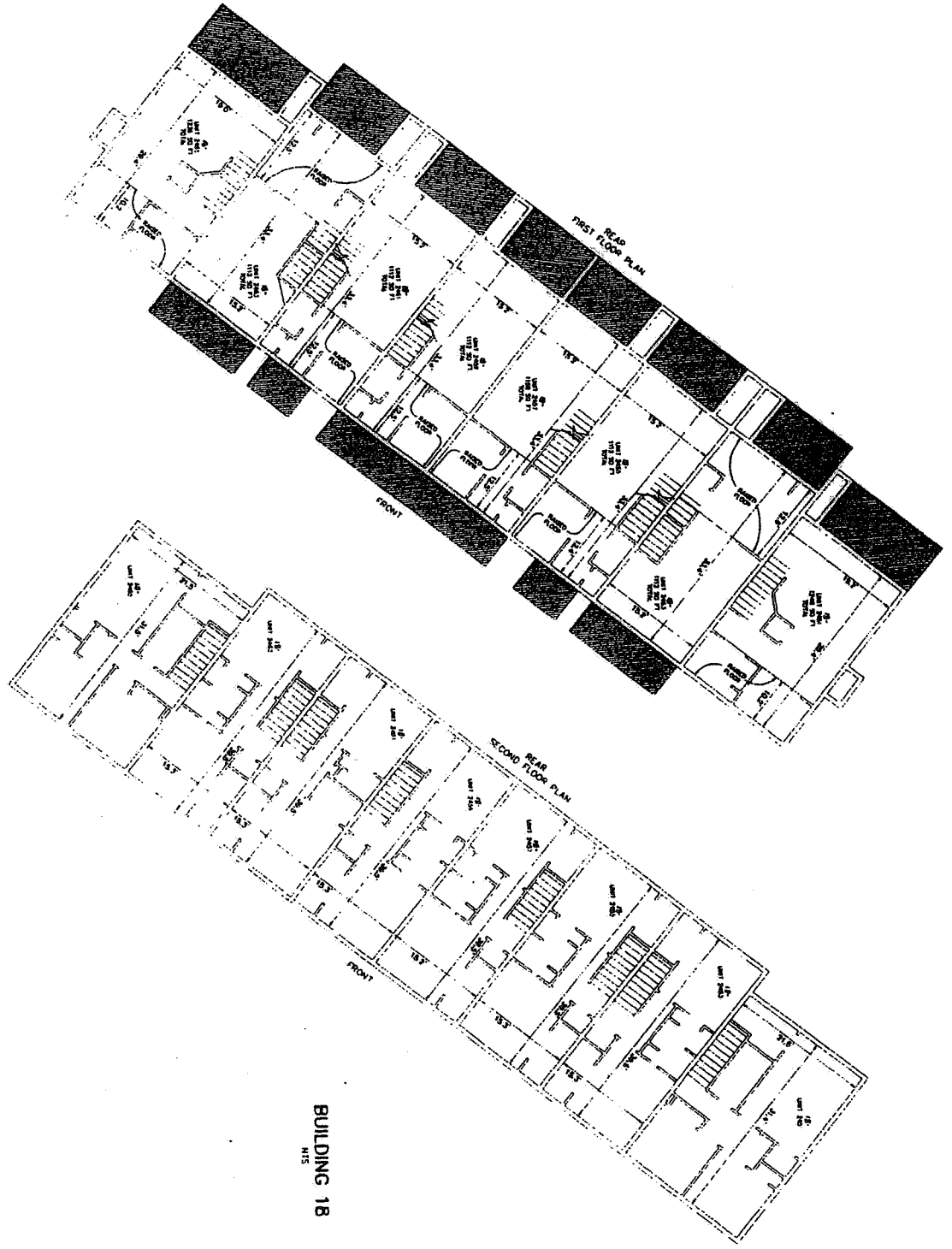
INDICATE'S LIMITED COMMON FOR  
SHED, PORCH AND PATIO

SHEET 1 OF 1      ORDER NO. 5417



W & S ARCHITECTS, INC.  
1000 N. UNIVERSITY BLVD.  
SUITE 100  
MONTGOMERY, AL 36102  
PREPARED BY: W & S ARCHITECTS, INC.  
DATE: 09/16/21

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION ELEVEN  
BEING PART OF LOT 2 OF  
BAY SHORES SECTION 11  
AS RECORDED IN PLAT BOOK 176, PAGE 11  
IN THE PLAT RECORDS OF  
MONTGOMERY COUNTY, OK  
SECTION 11, TOWN OF WOODS, S. 1/4, N. 1/4,  
MONTGOMERY COUNTY, OK  
CONTAINING 12.93 ACRES  
SPT 08881 12/11



BUILDING 18  
N/S



INDICATES LIMITED COMMON (LC)  
SCHED. PORTION AND PUBLIC

The bearings are based on the local Meridian of Bay Shore Section Ten, N70°28'35"E, as recorded in Plat Book 119, Page 11.



PREPARED BY  
 MERRILL & COMPANY, INC.  
 100 WEST 11TH STREET  
 NEW YORK, N.Y. 10011

CONDOMINIUM PLAN  
 BAY SHORES CONDOMINIUM  
 SECTION ELEVEN  
 BEING PART OF LOT 2 OF  
 BAY SHORES SECTION TEN,  
 AS RECORDED IN PLAT BOOK 119,  
 COUNTY OF MONROE, STATE OF  
 LOUISIANA, PARCELS 11 AND 12  
 MONROE COUNTY, CREO

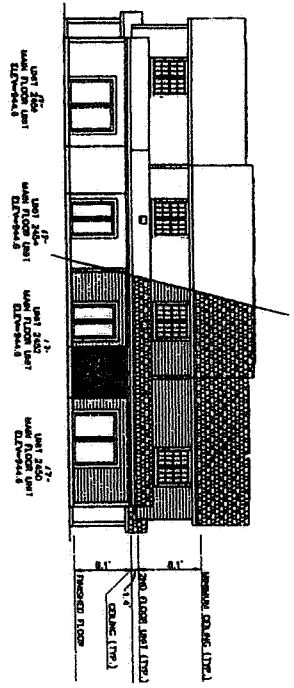
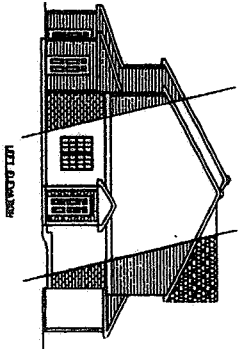
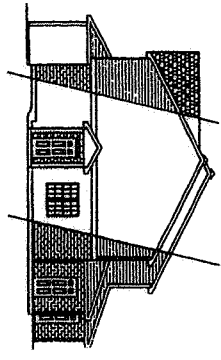
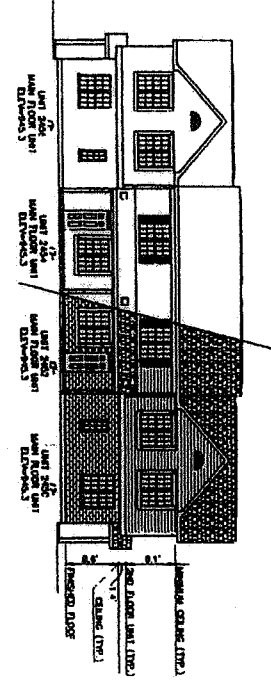
SHEET 3 OF 7  
CREO NO. 2415

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION ELEVEN

BEING PART OF LOT 2 OF  
BAY SHORES CONDOMINIUM  
AS RECORDED IN PLAT BOOK 175, PAGE 11  
IN THE PLAT RECORDS OF  
MONROSVILLE COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWNSHIP 2, RANGE 3, AREA 4  
MONROSVILLE COUNTY, OHIO  
CONTAINING 1.283 ACRES  
SEPTEMBER 2001

PREPARED BY:

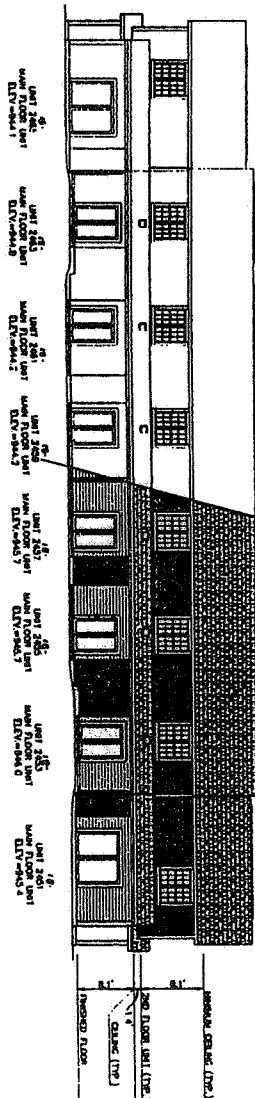
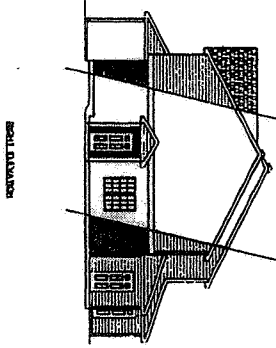
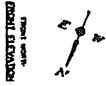
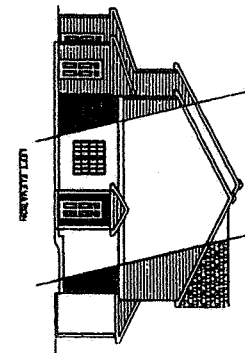
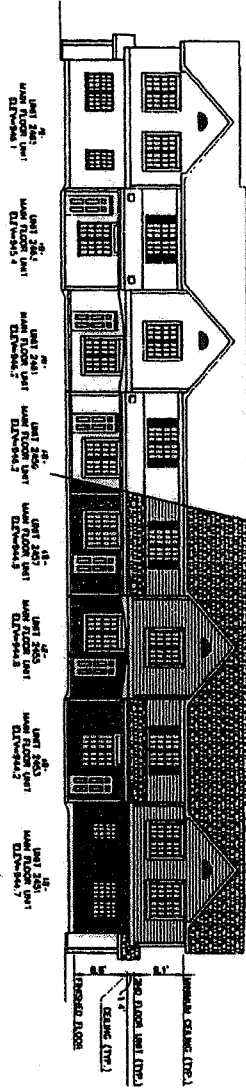


TYPICAL BUILDING ELEVATIONS - BUILDING 17  
N/E

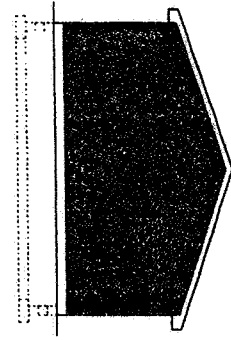
**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION TWELVE**

BEING PART OF LOT 2 OF  
SECTION 11, TOWNSHIP 2, RANGE 5, N. R.  
AS RECORDED IN DEED BOOK 175, PAGE 11  
IN THE PUBLIC RECORDS OF  
MONTGOMERY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWN 2, RANGE 5, N. R.  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.283 ACRES  
SEPTEMBER 2001



TYPICAL BUILDING ELEVATIONS - BUILDING 18

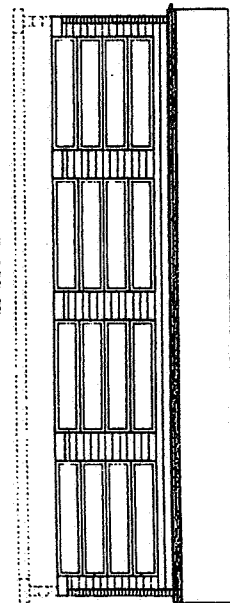


SEE ELEVATION

CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION ELEVEN  
BEING PART OF LOT 2 OF  
BAY SHORES SECTION TWO  
AS RECORDED IN PLAT BOOK 176 PAGE 11  
MONTGOMERY COUNTY, OHIO  
MONTGOMERY COUNTY, OHIO

LOCATED IN  
SECTION 11, TOWN OF BAYVIEW S. 1/4  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.283 ACRES  
SECTION 1509

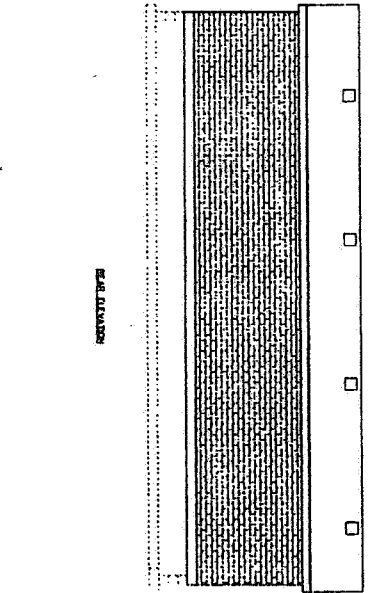
PREPARED BY:



SEE ELEVATION

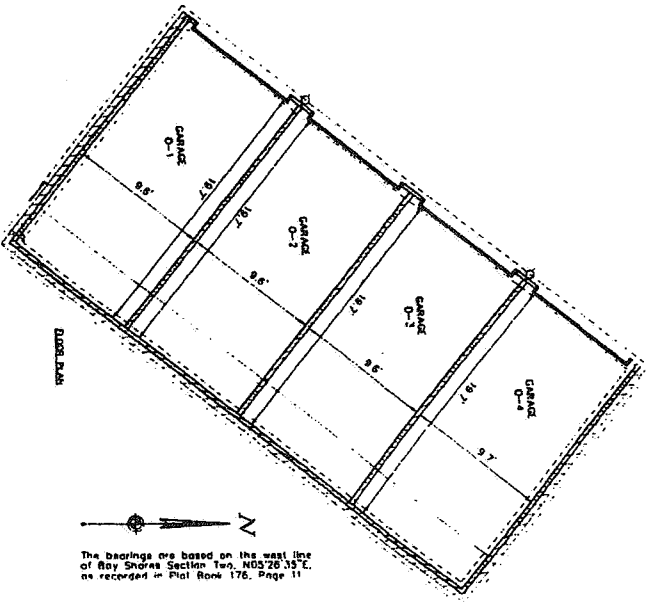


FRONT NORTH



SEE ELEVATION

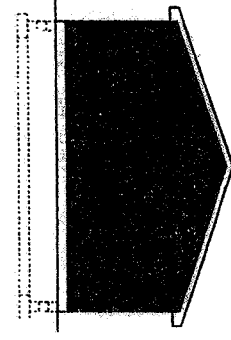
GARAGE 0  
N/T/S



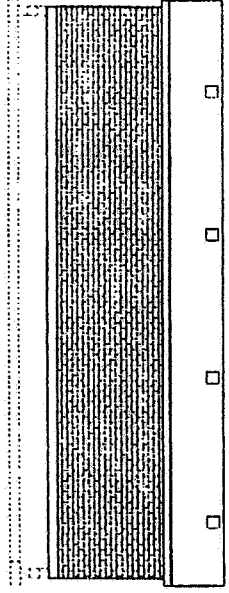
The bearings are based on the west line of Bay Shores Section Two, M032533 L, as recorded in Plat Book 176, Page 11

SHEET 1 OF 2  
DATE: 06/24/01





SIDE ELEVATION



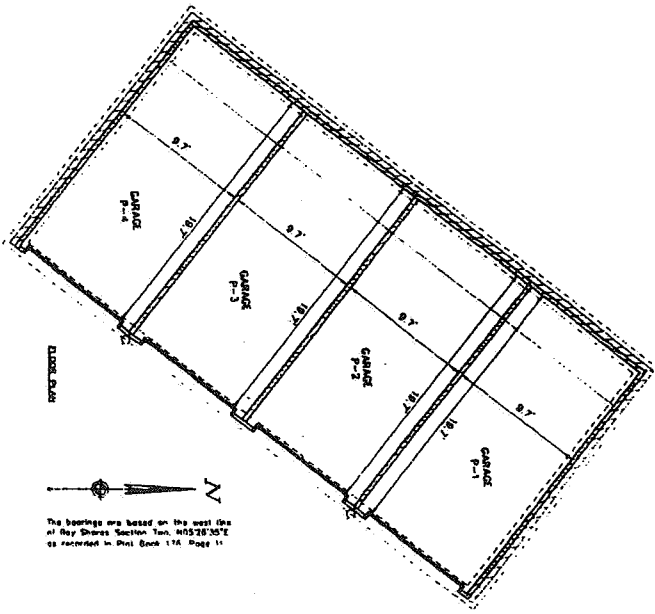
SIDE ELEVATION

GARAGE P-1  
NTS



PREPARED BY

CONDOMINIUM PLAN  
BAY STORES CONDOMINIUM  
SECTION ELEVEN  
BEING PART OF LOT 7 OF  
SECTION 11, TOWN 2, RANGE 5, MAP  
AS RECORDED IN PLAT BOOK 178, PAGE 11  
IN THE PLAT RECORDS OF  
MONROE COUNTY, OHIO  
LOCATED IN  
SECTION 11, TOWN 2, RANGE 5, MAP  
MOUNTAIN VIEW  
CONTAINING 1.287 ACRES  
SEPTEMBER 2001



CLERK WALL

The bearings are based on the west line  
of Bay Stores Section Ten, 46572-357,  
as recorded in Plat Book 178, Page 11.



FRONT ELEVATION

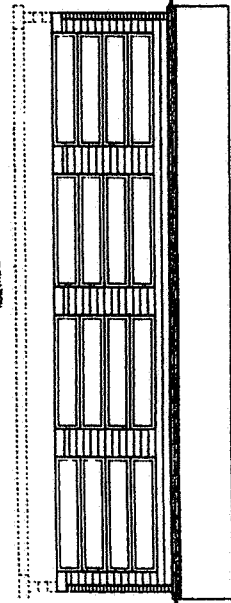


EXHIBIT "C"

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	.16	B-1	.16	C-1	.16
A-2	.16	B-2	.16	C-2	.16
A-3	.16	B-3	.16	C-3	.16
A-4	.16	B-4	.16	C-4	.16
D-1	.16	E-1	.16	F-1	.16
D-2	.16	E-2	.16	F-2	.16
D-3	.16	E-3	.16	F-3	.16
D-4	.16	E-4	.16	F-4	.16
G-1	.16	H-1	.16	I-1	.16
G-2	.16	H-2	.16	I-2	.16
G-3	.16	H-3	.16	I-3	.16
G-4	.16	H-4	.16	I-4	.16
J-1	.16	K-1	.16	L-1	.16
J-2	.16	K-2	.16	L-2	.16
J-3	.16	K-3	.16	L-3	.16
J-4	.16	K-4	.16	L-4	.16
M-1	.16	O-1	0.14	P-1	0.14
M-2	.16	O-2	0.14	P-2	0.14
M-3	.16	O-3	0.14	P-3	0.14
M-4	.16	O-4	0.14	P-4	0.14

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
2401	0.76	2455	0.74	9343	0.76
2403	0.76	18-2455	0.76	9345	0.76
2404	0.76	2456	0.90	9351	0.76
2405	0.76	2457	0.74	9352	0.76
2406	0.76	18-2457	0.76	9353	0.76
2407	0.76	2459	0.74	9354	0.76
2408	0.76	18-2459	0.76	9355	0.76
2410	0.76	2461	0.74	9356	0.76
2412	0.76	18-2461	0.76	9357	0.76
2414	0.76	2463	0.92	9358	0.76
2416	0.76	18-2463	0.76	9359	0.76
2418	0.76	2465	0.92	9360	0.76
2422	0.76	18-2465	0.90	9361	0.76
2424	0.76	9267	0.90	9362	0.76
2426	0.76	9269	0.76	9363	0.76
2428	0.76	9270	0.90	9364	0.76
2433	0.76	9271	0.76	9365	0.76
2434	0.76	9272	0.76	9366	0.76
2435	0.76	9273	0.90	9401	0.92
2436	0.76	9274	0.76	9403	0.92
2437	0.76	9276	0.76	9405	0.74
2438	0.76	9278	0.76	9407	0.74
2439	0.76	9280	0.76	9409	0.74
2440	0.76	9282	0.76	9411	0.74
2441	0.76	9284	0.90	9413	0.92
2442	0.76	9300	0.76	9415	0.92
2443	0.76	9302	0.76	9429	0.92
2444	0.76	9304	0.76	9431	0.92

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
2445	0.76	9306	0.76	9433	0.74
2446	0.76	9308	0.76	9435	0.74
2447	0.76	9310	0.76	9437	0.74
2448	0.76	9312	0.76	9439	0.74
2450	0.90	9314	0.76	9440	0.92
2451	0.92	9331	0.76	9441	0.92
18-2451	0.90	9333	0.76	9442	0.92
2452	0.76	9335	0.76	9443	0.92
2453	0.92	9337	0.76	9344	0.92
18-2453	0.76	9339	0.76	9346	0.92
2454	0.76	9341	0.76		

DEED

01-0672

E02

---

---

ELEVENTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION TWELVE)

---

---

I hereby certify that copies of the within Eleventh Amendment, together with the drawings attached as Exhibits hereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: 11/8, 2001 By: Karl J. Keith

PLAT REFERENCE:

Book: 183

Page(s): 25

THIS INSTRUMENT PREPARED BY:  
HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

TRANSFERRED  
01 NOV - 9 AM 9:41  
KARL L. KEITH  
AUDITOR

01-790-A01

**ELEVENTH AMENDMENT TO DECLARATION  
FOR  
BAY SHORES CONDOMINIUM  
(SECTION TWELVE)**

---

THIS ELEVENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Eleventh Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter referred to as "Declarant".

**RECITALS**

A. On August 1, 1997 certain premises located in the Township of Miami, County of Montgomery, State of Ohio were submitted to the provisions of Chapter 4311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Bay Shores Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof the term Declaration shall refer to the Declaration, as amended by any subsequent amendment thereto, filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	97-522-C06	168-47
First Amendment	97-679-D10	169-37
Second Amendment	98-218-A07	171-32
Third Amendment	98-415-A08	172-26
Fourth Amendment	98-810-D06	174-4
Fifth Amendment	99-108-A01	174-50
Sixth Amendment	99-311-A12	175-48
Seventh Amendment	99-828-B12	177-18
Eighth Amendment	00-362-A01	178-25
Ninth Amendment	01-116-B03	180-22
Tenth Amendment	01-672-C10	182-40

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Article III of the Declaration, along with any buildings or any other improvements thereon.

F. The Declarant has determined to submit a certain part of the premises described in Exhibit "D" of the Declaration, said part being hereinafter referred to as "Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

G. Declarant is, pursuant to the provisions of Section 22.12 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXII thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein, which are defined in the Declaration, shall be interpreted to have the same meaning as defined in the Declaration unless specifically hereinafter amended.

2. Declarant is the owner of Parcel B, together with the Parcel B building and all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted of the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XXII in the following respects:

A. The legal description referred to in Section 3.01 is hereby amended by adding thereto, and to Exhibit "A" of the Declaration, the real estate described in Exhibit "A" attached hereto.

B. Section 4.01 is hereby amended by adding thereto the following:

(ee) Building 16 is two (2) stories in height containing eight (8) Residential Units.

C. Section 5.03 is hereby amended by adding thereto the following:

<u>Unit No.</u>	<u>Type</u>
2423, 2427, 2431	Largo
2425, 2429, 16-2433	Heron
2421, 16-2435	Tarpon

D. Section 5.05 is hereby amended by adding thereto the following:

Units N-1 through N-4 inclusive in Garage Building N.

E. Section 9.01 titled "Percentage of Ownership" is hereby amended by deleting the unit designations and their percentages and substituting Exhibit "C" attached hereto.

F. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Eleventh Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Eleventh Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 22.11 of the Declaration in the capacities set forth therein.

\*\*\*\*\*



IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed this 22<sup>ND</sup> day of October, 2001.

Signed and acknowledged  
In the presence of:

CHARLES V. SIMMS  
DEVELOPMENT CORPORATION

Cynthia L. Larkins

By: Hans H. Soltau  
Hans H. Soltau  
Vice President

Jennifer L. Shaffer

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of October, 2001 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins  
Notary Public

CYNTHIA L. LARKINS, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov. 6, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

tabblet

"A"



**DESCRIPTION OF  
BAY SHORES CONDOMINIUM SECTION TWELVE  
MIAMI TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.529 ACRES  
OCTOBER 5, 2001**

**WOOLPERT**

Woolpert LLP  
9 East Monument Avenue  
Dayton, OH 45402-1261  
7.461.5660  
Fax: 937.461.0743  
www.woolpert.com

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio, and being part of Lot 2 of Bay Shores Section Two as recorded in Plat Book 176, Page 11, and being part of a tract of land conveyed by deed to Charles V. Simms Development Corporation (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at a 5/8 " iron pin (set) at the northeastern corner of said Bay Shores Section Two and the northwest corner of Lot 86 of Heritage Glen Section 3 as recorded in Plat Book 164, Page 40, said corner also being in the south right-of-way line of Ferndown Drive;

thence departing the north line of said Bay Shores Section Two and the south right-of-way line of Ferndown Drive, and along the east line of said Bay Shores Section Two and the west line of Heritage Glen Section 3, South five degrees twenty-six minutes thirty-five seconds West (S05°26'35"W) for one hundred thirty and 34/100 feet (130.34') to a 5/8" iron pin (set) at a northeast corner of said Bay Shores Section Two and the southwest corner of said Heritage Glen Section 3;

thence continuing along the east line of said Bay Shore Section Two and the south line of said Heritage Glen Section 3, South eighty-four degrees forty-three minutes three seconds East (S84°43'03"E) for ninety-four and 20/100 feet (94.20') to a 5/8" iron pin (set) in the south line of said Heritage Glen Section 3, said point also being the northwest corner of Heritage Glen Section 2 as recorded in Plat Book 163, Page 3;

thence departing the south line of said Heritage Glen Section 3 and continuing along the east line of said Bay Shores Section Two and the west line of said Heritage Glen Section 2, South five degrees sixteen minutes fifty-seven seconds West (S05°16'57"W) for one hundred ninety-four and 10/100 feet (194.10') to the northeast corner of Bay Shores Condominium Section Eleven as recorded in Plat Book \_\_\_\_, Page \_\_\_\_;

**ONE COMPANY. INFINITE SOLUTIONS.**

Description of  
Bay Shores Condominium  
Section Twelve  
Miami Township  
Montgomery, Ohio

October 5, 2001

Page 2

thence departing the east line of Bay Shores Section Two and the west line of said Heritage Glen Section 2 and along the north line of said Bay Shores Section Eleven, North eighty-four degrees forty-three minutes three seconds West ( $N84^{\circ}43'03''W$ ) for two hundred eighty-six and 01/100 feet (286.01') to a point in the east line of Bay Shores Condominium Section Ten as recorded in Plat Book 180, Page 22;

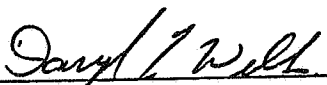
thence along the east lines of said Bay Shores Condominium Section Ten for the following three (3) courses:

1. North five degrees twenty-six minutes fifty-six seconds East ( $N05^{\circ}26'56''E$ ) for eighty-two and 80/100 feet (82.80');
2. North forty-one degrees fifty-two minutes twenty-eight seconds East ( $N41^{\circ}52'28''E$ ) for one hundred twenty and 00/100 feet (120.00');
3. North five degrees twenty-six minutes thirty-five seconds East ( $N05^{\circ}26'35''E$ ) for one hundred forty-five and 62/100 feet (145.62') to a point in the north line of said Bay Shores Section Two, said point also being in the south right-of-way line of Ferndown Drive;

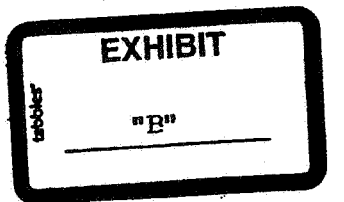
thence along the north line of said Bay Shores Section Two and the south right-of-way line of Ferndown Drive, South eighty-four degrees thirty-three minutes twenty-five seconds East ( $S84^{\circ}33'25''E$ ) for one hundred nineteen and 99/100 feet (119.99) to the **TRUE POINT OF BEGINNING**, containing one and 529/1000 (1.529) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in November, 1999, with bearings based upon the west line of said Bay Shores Section Two,  $N05^{\circ}26'35''E$  as recorded in Plat Book 176, Page 11.

Woolpert LLP

 10/11/01  
Daryl L. Wells  
Ohio Professional Surveyor #6932



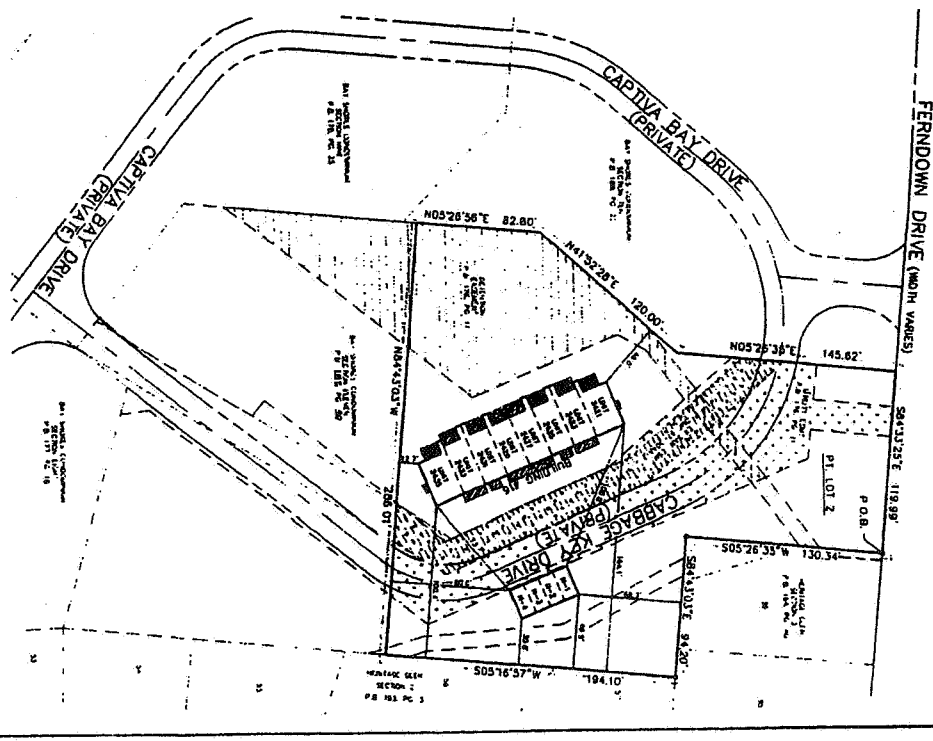
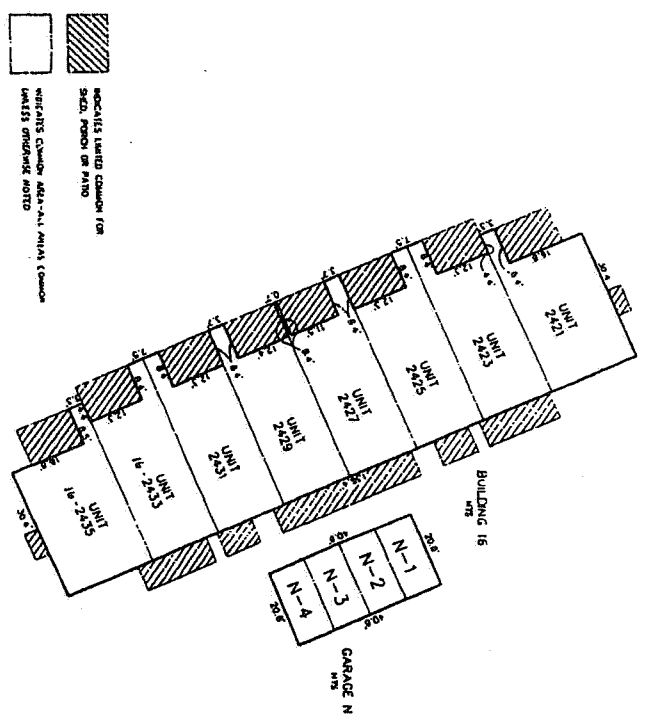
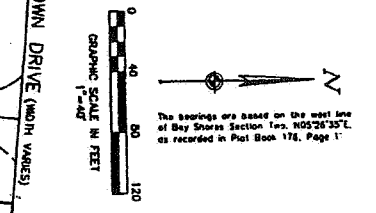


**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
 SECTION TWELVE

BEING PART OF LOT 2 OF  
 BAY SHORES SECTION TWO  
 AS RECORDED IN PLAT BOOK 176, PAGE 11  
 IN THE PLAT RECORDS OF  
 MONTGOMERY COUNTY, OHIO

LOCALITY: N.E.  
 SECTION 11, TOWNSHIP RANGE 5, M.R.S.  
 MONTGOMERY COUNTY, OHIO  
 CONTAINING 1.529 ACRES  
 OCTOBER 2001

PREPARED BY:  
 SEE & WOODFERT, INC.  
 10500 WOODFERT AVENUE  
 SUITE 300  
 WOODFERT, OHIO 45795  
 TEL. 678.6714



- LEGEND**
- 3/4" = 100' PER FOOT
  - 3/4" = 100' PER SET
  - CONCRETE FOUNDATION

APPROVED FOR REGISTRATION  
 MONTGOMERY COUNTY ENGINEER  
 DATE \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 DATE \_\_\_\_\_

**NOTIFICATION/DESCRIPTION**  
 The within Condominium Plan is Part of Lot 2 of Bay Shores Section Two as defined in Plat Book 176, Page 11 in the Plat Records of Montgomery County, Ohio, containing 1.529 acres, more or less, as shown on the map of the above named section and being a part of the same. The within plan, as shown on the map, shows the location of all buildings and structures situated on the premises and all easements and rights of way shown thereon and all other matters required by law to be shown on the plan.

**WOODFERT LLP**  
 By: *David Woodfert*  
 Date: 10/11/01  
 Director of Professional Engineering (E1312)

**See & Woodfert, Inc.**  
 By: *David Woodfert*  
 Date: 10/11/01  
 Director of Professional Engineering (E1312)

... I have therewith set my hand and official seal on the 11th day of October, 2001, before me, the Notary Public in and for the State of Ohio, my Commission expires: 10-23-2003.

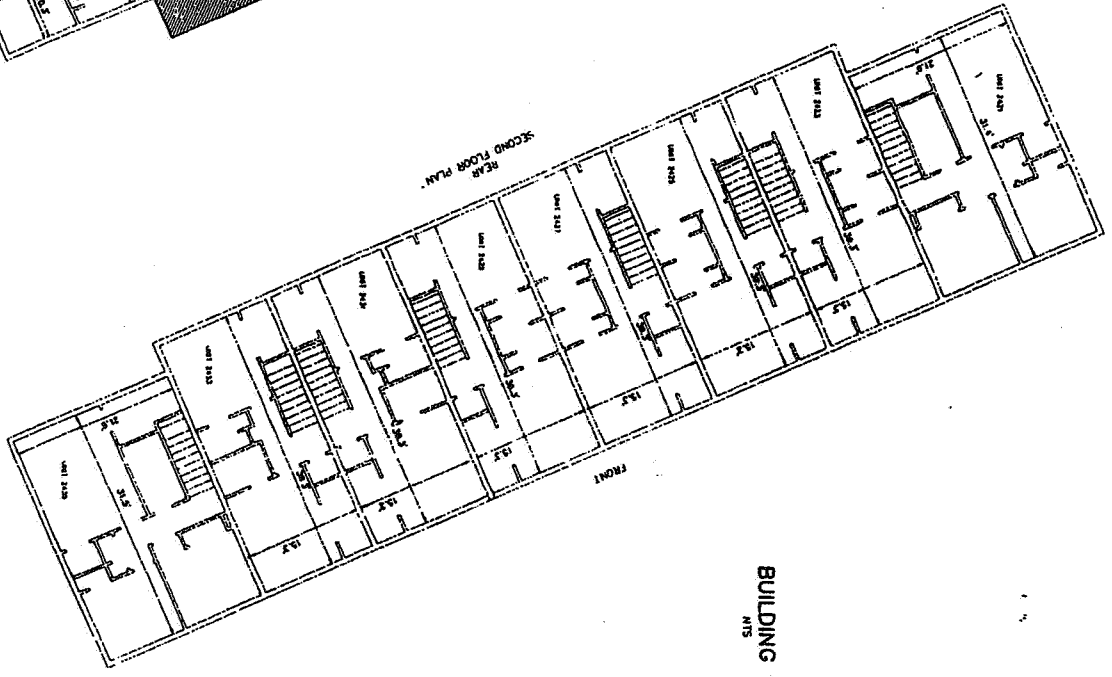
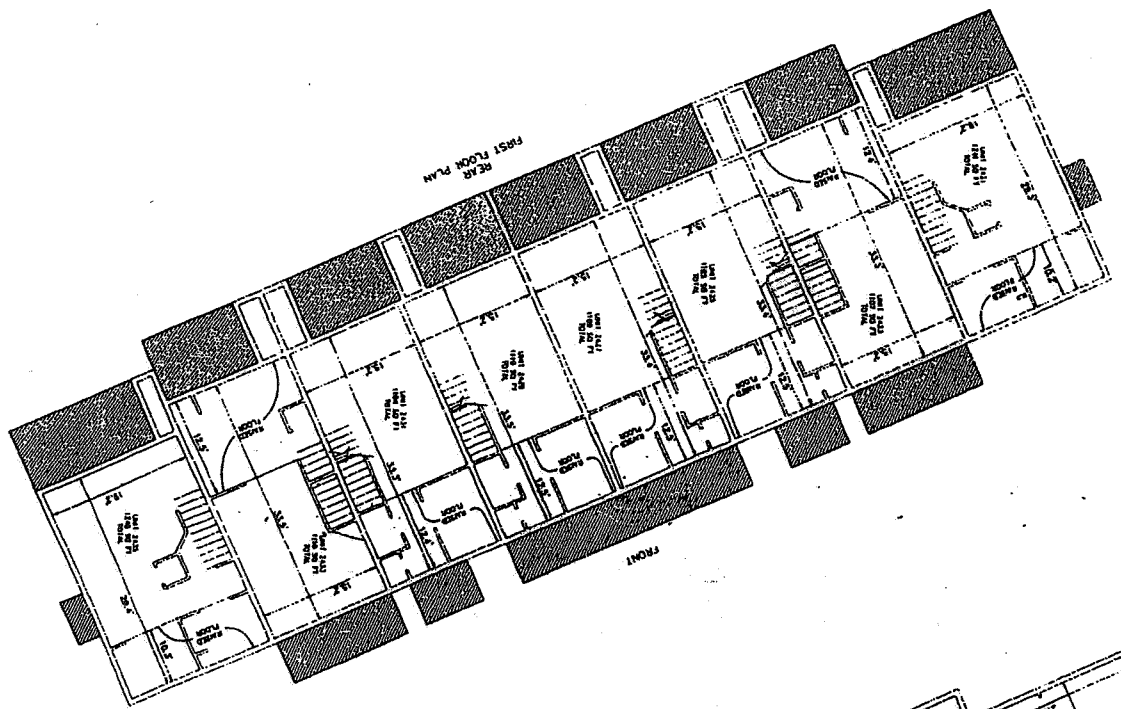
*Charles H. Semm*  
 Charles H. Semm, President

*Robert A. Woodfert*  
 Robert A. Woodfert, Director of Professional Engineering

... I have therewith set my hand and official seal on the 11th day of October, 2001, before me, the Notary Public in and for the State of Ohio, my Commission expires: 10-23-2003.

*Charles H. Semm*  
 Charles H. Semm, President

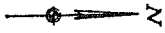
*Robert A. Woodfert*  
 Robert A. Woodfert, Director of Professional Engineering



**BUILDING 16**  
N1S



INDICATES LIMITED COMMON FOR  
SHED, PORCH AND PATIO


  
 The bearings are based on the west line  
 of Bay Shores Section Two, N05°26'35"E,  
 as recorded in Plat Book 176, Page 11.



**WOLFE**  
 ENGINEERS & ARCHITECTS, INC.  
 10000 W. 12TH AVENUE  
 DENVER, COLORADO 80202  
 TEL: 303.757.0000

**CONDOMINIUM PLAN**  
**BAY SHORES CONDOMINIUM**  
**SECTION TWELVE**  
 BEING PART OF LOT 2 OF  
 SECTION 11, TOWN 2, RANGE 3, M. 18,  
 MONTECALM COUNTY, OHIO  
 AS RECORDED IN PLAT BOOK 176, PAGE 11  
 IN THE PLAT RECORDS OF  
 MONTECALM COUNTY, OHIO  
 PREPARED BY:  
 WOLFE ENGINEERS & ARCHITECTS, INC.  
 OCTOBER 2001

CONDOMINIUM PLAN  
 BAY SHORES CONDOMINIUM  
 SECTION TWELVE

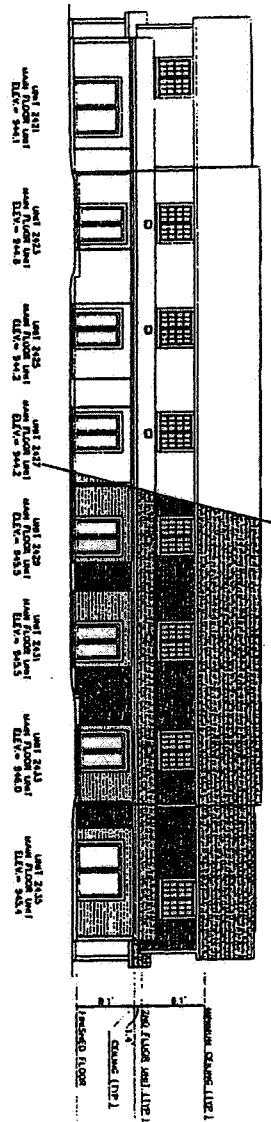
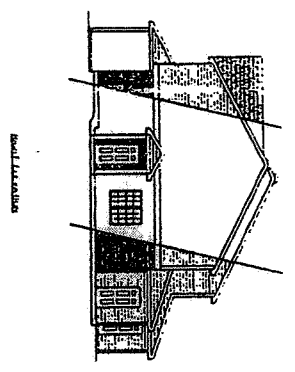
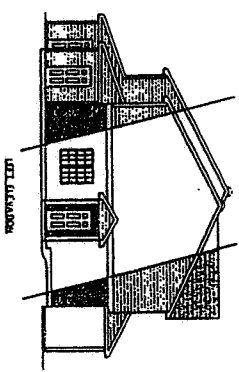
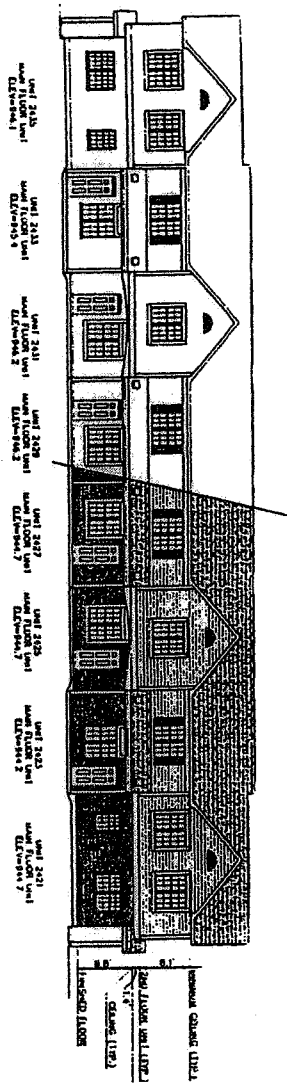
BEING PART OF LOT 5 OF  
 BAY SHORES SECTION 180  
 AS RECORDED IN PLAT BOOK 176, PAGE 11  
 IN THE PLAT RECORDS OF  
 HONOLULUI COUNTY, HAWAII

LOCATED IN  
 SECTION 11, TOWN 2, RANGE 5, S. 41 S.  
 HONOLULUI COUNTY, HAWAII  
 CONTAINING 1.529 ACRES  
 OCTOBER 2001

PREPARED BY:



100 S. KALANIAN'OLANA AVENUE  
 SUITE 200, HONOLULUI, HAWAII 96813  
 PHONE: 808-955-1111  
 FACSIMILE: 808-955-1112  
 WWW: WWW.MAAHONOLULUI.COM



TYPICAL BUILDING ELEVATIONS - BUILDING 16  
 N15

**CONDOMINIUM PLAN  
BAY SHORES CONDOMINIUM  
SECTION TWELVE**

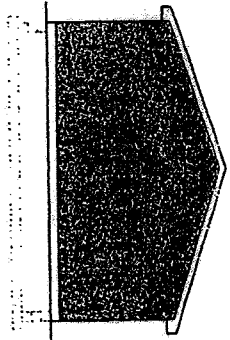
BEING PART OF LOT 1 OF  
BAY SHORES SECTION TWO  
AS RECORDED IN PLAT BOOK 176, PAGE 11  
OF TOWNSHIP COUNTY, OHIO

SECTION 11, LOCATED IN  
TOWNSHIP COUNTY, OHIO  
CONTAINING 1.525 ACRES  
OCTOBER 2001

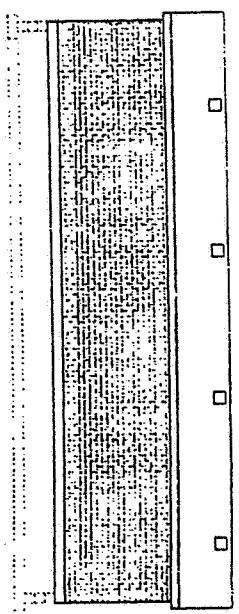


401 S. WASHINGTON AVE.  
MAYFIELD, OHIO 44130  
TEL: 330.940.0000  
FAX: 330.940.0700

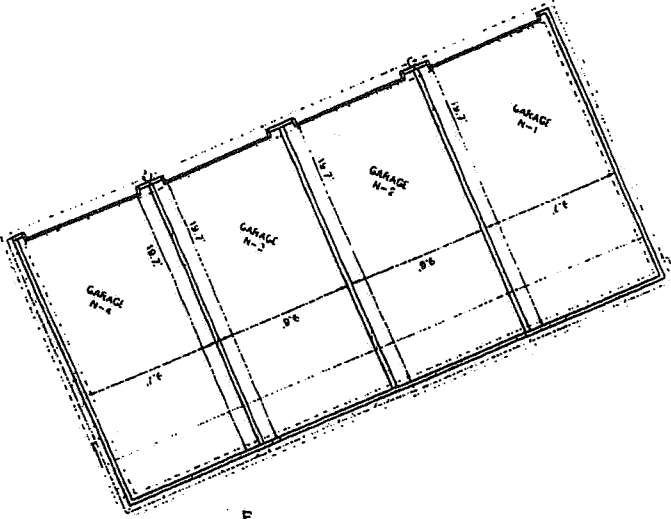
442-2101 BY



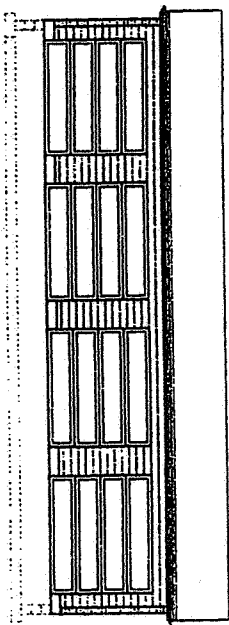
SIDE ELEVATION



SIDE ELEVATION



GARAGE  
N-1  
N-2  
N-3  
N-4



FRONT ELEVATION



FRONT NORTH



The bearings are based on the west line  
of Bay Shores Section Two, NO. 26-357,  
as recorded in Plat Book 176, Page 11

<u>No</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
	2401	0.710	18-2451	0.836	9337	0.710
	2403	0.710	2452	0.710	9339	0.710
	2404	0.710	2453	0.860	9341	0.710
	2405	0.710	18-2453	0.710	9343	0.710
	2406	0.710	2454	0.710	9345	0.710
	2407	0.710	2455	0.687	9351	0.710
	2408	0.710	18-2455	0.710	9352	0.710
	2410	0.710	2456	0.836	9353	0.710
	2412	0.710	2457	0.687	9354	0.710
	2414	0.710	18-2457	0.710	9355	0.710
	2416	0.710	2459	0.687	9356	0.710
	2418	0.710	18-2459	0.710	9357	0.710
	2421	0.836	2461	0.687	9358	0.710
2.	2422	0.710	18-2461	0.710	9359	0.710
	2423	0.710	2463	0.860	9360	0.710
	2424	0.710	18-2463	0.710	9361	0.710
	2425	0.710	2465	0.860	9362	0.710
	2426	0.710	18-2465	0.836	9363	0.710
	2427	0.710	9267	0.836	9364	0.710
	2428	0.710	9269	0.710	9365	0.710
	2429	0.710	9270	0.836	9366	0.710
	2431	0.710	9271	0.710	9401	0.860
	2433	0.710	9272	0.710	9403	0.860
	16-2433	0.710	9273	0.836	9405	0.687
	2434	0.710	9274	0.710	9307	0.687
	2435	0.710	9276	0.710	9409	0.687
	16-2435	0.836	9278	0.710	9411	0.687
	2436	0.710	9280	0.710	9413	0.860
	2437	0.710	9282	0.710	9415	0.860



<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
2438	0.710	9284	0.836	9429	0.860
2439	0.710	9300	0.710	9431	0.860
2440	0.710	9302	0.710	9433	0.687
2441	0.710	9304	0.710	9435	0.687
2442	0.710	9306	0.710	9437	0.687
2443	0.710	9308	0.710	9439	0.687
2444	0.710	9310	0.710	9440	0.860
2445	0.710	9312	0.710	9441	0.860
2446	0.710	9314	0.710	9442	0.860
2447	0.710	9331	0.710	9443	0.860
2448	0.710	9333	0.710	9444	0.860
2450	0.836	9335	0.710	9446	0.860
2451	0.860				

18- is Cabbage key  
 16- " " "

**EXHIBIT "C"**

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
A-1	0.134	B-1	0.134	C-1	0.134
A-2	0.134	B-2	0.134	C-2	0.134
A-3	0.134	B-3	0.134	C-3	0.134
A-4	0.134	B-4	0.134	C-4	0.134
D-1	0.134	E-1	0.134	F-1	0.134
D-2	0.134	E-2	0.134	F-2	0.134
D-3	0.134	E-3	0.134	F-3	0.134
D-4	0.134	E-4	0.134	F-4	0.134
G-1	0.134	H-1	0.134	I-1	0.134
G-2	0.134	H-2	0.134	I-2	0.134
G-3	0.134	H-3	0.134	I-3	0.134
G-4	0.134	H-4	0.134	I-4	0.134
J-1	0.134	K-1	0.134	L-1	0.134
J-2	0.134	K-2	0.134	L-2	0.134
J-3	0.134	K-3	0.134	L-3	0.134
J-4	0.134	K-4	0.134	L-4	0.134
M-1	0.134	N-1	0.134	O-1	0.134
M-2	0.134	N-2	0.134	O-2	0.134
M-3	0.134	N-3	0.134	O-3	0.134
M-4	0.134	N-4	0.134	O-4	0.134
P-1	0.134				
P-2	0.134				
P-3	0.134				
P-4	0.134				

THIRTEENTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM PROPERTY  
FOR  
BAY SHORES CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM PROPERTY FOR BAY SHORES CONDOMINIUM RECORDED AT DEED  
97-0522 C06 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

THE PLATT MAP WAS RECORDED AT PLAT BOOK 168, PAGE 47 ET SEQ. OF THE  
MONTGOMERY COUNTY PLAT RECORDS

**THIRTEENTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM PROPERTY FOR  
BAY SHORES CONDOMINIUM**

**Whereas**, the Declaration of Condominium Property for Bay Shores Condominium (the "Declaration") and the Condominium Association By-Laws (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Montgomery County Records Deed 97-0522 C06 et seq.;

**Whereas**, the Sixth Amendment to the Declaration For Bay Shores Condominium ( Section Seven) was recorded at Montgomery County Records Deed 99-0311 A12 et seq. on June 18, 1999, Plat Reference Book 175, Page 48, et seq.;

**Whereas**, Ohio Revised Code Section 5311.05(E)(1), as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration to "correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration"; and

**Whereas**, the Board of Directors approved the following matters to be modified in order to correct an obvious error in the Sixth Amendment to the Declaration.

**NOW THEREFORE**, the Declaration of Condominium Property for Bay Shores Condominium is hereby amended by the Board of Directors as follows:

1. The Sixth Amendment to the Declaration is amended by the deletion of Section 3(C) and the replacement thereof with the following, to correct a typographical error:

3(C). Section 5.03 is thereby amended by adding thereto the following:

<u>UNIT NO.</u>	<u>TYPE</u>
2401, 2403, 2408, 2410 2412, 2414, 2426, 2428	Largo
2404, 2405, 2406, 2407 2416, 2418, 2422, 2424	Heron

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above Amendment.

Upon the recording of this Amendment, only Unit Owners of record at the time of such recording shall have standing to contest the validity of this Amendment in the Court of Common Pleas for Montgomery County Ohio within One Year of the date of filing.

IN WITNESS WHEREOF, the President of the Association certifies and affirms that the above Amendment to the Declaration was approved by the Board of Directors of the Association.

Signed and acknowledged

BAY SHORES CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Marion Chadwick, President

STATE OF OHIO  
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, on February \_\_\_\_, 2011 by the President of Bay Shores Condominium Association, Inc., an Ohio Corporation, on behalf of the Corporation.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT PREPARED BY:

WILLIAM L. BOWEN  
Attorney at Law  
4393 Burnham Woods Dr.  
Franklin, OH 45005  
Phone: (513) 425-9388  
Fax: (513) 425-9388  
Email: SVToybox@aol.com