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VICKI D. PEGG
RECORDER

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SECOND AMENDMENT MONTGOMERY COUNTY, OHIO
RECORDED

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TO THE DECLARATION OF CONDOMINIUM
WHICH ESTABLISHED A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

TIMBERLODGE CONDOMINIUM

JUN 12 79

RECORDED
MONTGOMERY COUNTY AUDITOR

7. 292A03

A copy of the condominium documents and drawings has been filed with the office of the Auditor of Montgomery County, Ohio on this 12 day of June, 1979.

Prepared by:

JAMES R. GOULD
of the law firm of
Brumbaugh, Corwin & Gould
1300 Talbott Tower
Dayton, Ohio 45402
Telephone: 513/223-1201

Montgomery County Auditor

By 

Condominium drawings for this Second Amendment are recorded in Plat Book 107 at Page 65 thru 65C

SECOND AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TIMBERLODGE CONDOMINIUM

This Second Amendment is made and entered into this 25th day of MAY, 1979, for the purpose of amending the condominium Declaration for Timberlodge Condominium.

(A) Previous Recording Information. The original condominium documents, and subsequent amendments to those documents, have been recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration, By-Laws, Articles of Incorporation, and Drawings of this Development while it was known as Woodbridge Condominium	6/3/74	74 253A01	B. 97, P. 13
Amendment No. 1 to Woodbridge Condominium	7/31/78	78 405C07	None
Declaration, By-Laws, Articles of Incorporation and Drawings which completely revised Woodbridge and changed it to Timberlodge Condominium	9/29/78	78 551A01	B. 106, P. 41
Amendment No. 1 to Timberlodge Condominium	1/4/79	79 007B08	B. 107, P. 5
Affidavit for 1st Amendment	1/29/79	79 41E02	None

(B) Purpose of this Second Amendment to Timberlodge Condominium.

The original Declaration for Timberlodge Condominium was executed and recorded as to certain ~~flat~~ buildings referred to therein as Section One. Said Declaration provided for the subsequent addition or annexation

TRANSFERRED
ROBERT L. RODERER
MONTGOMERY COUNTY AUDITOR

State of Ohio, County of Montgomery, ss:

The foregoing document was acknowledged before me on
this 26 day of June, 1981 by Donald A. Moeller
as President and by Marvin Shultz
as Vice President-Secretary of Timberlodge Homeowners
Association, an Ohio corporation, on behalf of that corporation.



Jeffrey S. Hendrickson
Notary Public

JEFFREY S. HENDRICKSON, Notary Public
In and for the State of Ohio
My Commission Expires May 30, 1983

ASSIGNMENT

In consideration of \$1.00 and other good and valuable considerations paid by 33-A Corp. to Terra Firma Buildings Contractors, Inc. (Terra Firma), the receipt and sufficiency of which is hereby acknowledged, Terra Firma hereby assigns, transfers and conveys to 33-A Corp. all right, title and interest of Terra Firma as the Declarant under the Declaration of Condominium that established Timberlodge Condominium in Washington Township, Montgomery County, Ohio. By executing this Assignment Terra Firma intends to transfer, and does so transfer, its status as Declarant of Timberlodge Condominium to 33-A Corp. from the date of this Assignment onward.

IN WITNESS WHEREOF, Terra Firma Building Contractors, Inc. and Ohio corporation, has executed this Assignment on this 26th day of JUNE, 1981.

Signed and Acknowledged
in the presence of:

TERRA FIRMA BUILDING
CONTRACTORS, INC.

[Signature]

BY [Signature]
Donald R. Moultney, President

[Signature]

State of Ohio, County of Montgomery, ss:

The foregoing Assignment was acknowledged before me this 26 day of JUNE, 1981, by Terra Firma Building Contractors, Inc., an Ohio corporation, through Donald R. Moultney, its President, acting on behalf of the corporation.

[Signature]
Notary Public

Notary Public
for the State of Ohio
My Commission Expires May 3, 1986

JUN 21 1981

RECORDED
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EXHIBIT A-4

Description of Real Estate that Constitutes Section Four of
Timberlodge Condominium.

Situated in Section 36, Town 3, Range 5 MRs, Washington Township, County of Montgomery, State of Ohio, and being a part of Lot 1 Woodbridge as recorded in book 94, page 40 in the Plat Records of Montgomery County, Ohio, and being more particularly described as follows:

Beginning at the southeast corner of said Lot 1 Woodbridge; thence with the south line of said Lot 1 Woodbridge, South eighty-seven degrees five minutes forty-five seconds (87° 05' 45") West for two hundred twenty-nine and 86/100 (229.86) feet; thence North three degrees seven minutes forty-five seconds (3° 07' 45") East for one hundred eighty-five and 19/100 (185.19) feet; thence North eighty-seven degrees forty minutes thirty seconds (87° 40' 30") East for twenty-five and 00/100 (25.00) feet; thence North three degrees seven minutes forty-five seconds (3° 07' 45") East for one hundred forty and 00/100 (140.00) feet; thence North eighty-seven degrees forty minutes thirty seconds (87° 40' 30") East for seventy-five and 00/100 (75.00) feet; thence South three degrees seven minutes forty-five seconds (3° 07' 45") West for one hundred eighty-four and 17/100 (184.17) feet; thence North eighty-seven degrees five minutes forty-five seconds (87° 05' 45") East for one hundred twenty-nine and 76/100 (129.76) feet to a point in the east line of said Lot 1 Woodbridge; thence with the east line of said Lot 1 Woodbridge, South three degrees seven minutes forty-five seconds (3° 07' 45") West for one hundred forty and 00/100 (140.00) feet to the point of beginning, containing 1.077 acres more or less and subject to all legal highways, easements, restrictions and agreements of record, according to a survey of said premises by Don F. Meek, Registered Surveyor, State of Ohio.

Subject to all conditions, limitations, restrictions and easements of record and to all legal highways.

Prior Deed Reference: Microfiche 80 572A03

Through this Exhibit A-4 it is noted that additional property in the form of easement rights has already been made a part of Timberlodge Condominium by the grant of easements to Timberlodge Homeowners' Association. These additional easement rights are as follows:

- (1) a non-exclusive perpetual easement granted over land lying west of this condominium development, so as to provide ingress and egress from and to Garnet Drive, by a Deed of Easement recorded at Microfiche 79 001D08;
- (2) a non-exclusive perpetual easement granted over land lying east of this condominium development, so as to connect a private driveway already included in the condominium (which driveway provides the access to State Route 725, sometimes referred to as West Centerville Road) with the rear or southern parts of Timberlodge Condominium by a private drive that curves to the east over the adjoining land and then bends back to the west and joins the easement to Garnet Drive referred to above, by a Deed of Easement recorded at Microfiche 81-242E03.

These easement rights, since they are owned by the Association, constitute Association Property as defined in Section 3.7 on page 8 of the Declaration. They are depicted in a drawing attached as page 5 of Exhibit B-4.

HICKI D. PEGG
RECORDER

19-B

JUL 14 11 07 AM '82

MONTGOMERY CO., OHIO
RECORDER

9242

FIFTH AMENDMENT

TO THE DECLARATION OF CONDOMINIUM
WHICH ESTABLISHED A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

TIMBERLODGE CONDOMINIUM

A copy of this Fifth Amendment
has been filed with the office
of the Auditor of Montgomery
County, Ohio

Auditor should place his
filing stamp here.

Prepared by:

JAMES R. GOULD
of the law firm of
Altick & Corwin
1300 Talbott Tower
Dayton, Ohio 45402
Telephone: 513/223-1201

bot

JUL 14 1982

MONTGOMERY COUNTY
AUDITOR
RECEIVED
JUL 14 1982

- 82 269D05

FIFTH AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
 TIMBERLODGE CONDOMINIUM

This Fifth Amendment is made and entered into for the purpose of amending the condominium Declaration for Timberlodge Condominium.

(A) Previous Recording Information. The original condominium documents and subsequent amendments to those documents, have been recorded in the Deed and Plat Records of Montgomery County, Ohio, as follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration, By-Laws, Articles of Incorporation and Drawings of this Development while it was known as Woodbridge Condominium	6/3/74	<u>74 253A01</u>	B. 97, P. 13
Amendment No. 1 to Woodbridge Condominium	7/31/78	78 405C07	None
Declaration, By-Laws Articles of Incorporation and Drawings which completely revised Woodbridge and changed it to Timberlodge Condominium	9/29/78	78 551A01	B. 106, P. 41
First Amendment to Declaration of Condominium for Timberlodge	1/4/79	79 007B08	B. 107, P. 5
Affidavit for First Amendment	1/29/79	79 041E02	None

Second Amendment to the Declaration of Condominium	6/12/79	79 292A08	B. 107, P.65
Third Amendment to the Declaration of Condominium	10/30/79	79 581C02	B. 107, P.21
Fourth Amendment to the Declaration of Condominium	7/17/81	81 305D01	B. 117, P.4-

(B) Purpose of this Fifth Amendment to Timberlodge Condominium. The purpose of this Fifth Amendment is not to add or annex any land or buildings whatsoever. Instead, it is to improve the procedures available to collect assessments, to assist the unit owners association (Timberlodge Homeowners' Association) in enforcing the documents by providing an additional penalty applicable to violations, and to add a first refusal clause for conveyances of condominium units giving the Association the right to match any offer from an outside purchaser.

(C) Compliance with Requirements of the Declaration as to Amendments. This Fifth Amendment is made under the provisions of Section 23.15 on page 57 of the original Declaration which grants to the Association the power to amend the Declaration by the affirmative vote, or by written consent, of those persons holding not less than eighty percent of the voting power of the Association. This condominium was created by a Declaration filed September 29, 1978, and under the language of Sections 12.2 and 12.3 on pages 21-22 of that Declaration the Declarant, as the sole Class B member, holds ninety percent of the total voting power of all association members until September 29, 1985 or when all units have been conveyed to owners other than the Declarant and not controlled by the Declarant, whichever occurs earlier. The Declarant has cast its ninety percent of the votes in favor of this Fifth Amendment and has also signed this Fifth Amendment.

(D) Amendment of Section 13.5 of the Declaration (acceleration of unpaid assessments). At the present time the Declaration provides that if the monthly assessment for any unit is not paid in full in sixty days, the Association has the right to declare the assessments for all remaining months of that year for that unit to be due and payable immediately. Through this amendment

that time period of sixty days would be shortened to thirty days, in order to assist the Association's efforts to collect assessments on time and thus have sufficient funds to operate this condominium without borrowing money from banks. As amended this Section 13.5 is set forth below, with any new words being typed in CAPITAL LETTERS and with any words deleted being typed with dashes through them (words-deleted):

"Section 13.5 When Monthly Assessments are Payable. The monthly assessment amounts to be paid with regard to each unit shall be due and payable in advance on or before the first day of each calendar month. If any monthly assessments for any unit is not paid in full within THIRTY (30) ~~sixty (60)~~ days after said due date, then, at the option of the Association, AND WITHOUT NECESSITY OF PRIOR NOTICE, the assessments for the remaining months of the fiscal year, with regard to that unit, shall accelerate so that the total amount of assessments for said unit in that fiscal year of the Association shall be considered to be due and payable immediately."

(E) Amendment of Section 13.10 of the Declaration (interest on delinquent assessments). The Declaration now provides that assessments not paid within thirty days after the due date are to bear interest at eight percent. That interest rate is unrealistic in the present economy, and if assessments are not paid when due the Association may be required to borrow from banks at much higher interest rates in order to have sufficient working capital. Accordingly, this Section 13.10 of the Declaration is hereby amended to change the interest rate from "...eight (8%) percent per annum..." to the interest rate formula set forth below:

"...an interest rate equal to the prime rate then charged by Winters National Bank and Trust Co. (its successors and assigns) for its operations in the area of Dayton, Ohio, with the interest rate thus applicable on the thirty-first day after the due date of an unpaid assessment to remain in effect until the delinquency is corrected,..."

(F) Amendment of Section 23.7 of the Declaration (additional penalties for violations). To provide the Association with additional penalties to use in obtaining compliance with the condominium documents, the following paragraph is hereby added to said Section 23.7:

"In addition to any other remedies provided in this Declaration for violation of or failure to comply with any term or condition of the condominium plan including the Association's rules and regulations (hereinafter referred to as a "violation") the Association shall have the right to levy and collect the Special Individual Unit Assessments set forth below, such assessments against particular units being described in Section 13.8 of this Declaration: (1) for the first violation occurring in a calendar year and attributed to the owner of a particular unit, such an assessment shall be levied against that unit in an amount from \$0 to \$50 as may be determined by the Board of Trustees, (2) for the second violation occurring in a calendar year and attributed to the same owner of that particular unit (whether or not it involved the same type of violation as the first or was a continuation or repetition of acts which constituted the first violation) such an assessment shall be levied against that unit in an amount from \$50 to \$100, (3) for the third violation occurring in a calendar year and attributed to the same owner of that particular unit (whether or not it involved the same type of violation as the first or second or was a continuation or repetition of acts which constituted the first or second violation) such an assessment shall be levied against that unit in an amount from \$100 to \$200, (4) for the fourth violation and every subsequent violation occurring in a calendar year and attributed to the same owner of that particular unit (whether or not it involved the same type of violation as any previous violation or was a continuation or repetition of acts which constituted any previous violation) such an assessment shall be levied against that unit in an amount from \$200 to \$300.
A violation by any person holding an ownership

interest in a particular unit, or by any persons residing in that unit, or by any agents or employees or independent contractors or invitees of a person holding such an ownership interest shall be attributed to all of the owners of that particular unit."

(G) Enactment of New Section 23.19 of the Declaration (Association to have first refusal right to purchase resold units
In order to protect the living environment of those persons who are presently owners of units in this condominium development the following language is added to the Declaration to give the Association the right to match any offer from an outside purchaser on the resale of any unit:

"Section 23.19. Right of First Refusal.

(a) Interdependence of Unit Owners. The success of this condominium project will depend in large part upon the various unit owners forming a congenial community, and it is hereby specifically recognized that the close proximity of one condominium unit to another will create an interdependence among owners of a substantial degree.

(b) Transfers subject to Right of First Refusal. Every sale, lease, rental, gift, devise, inheritance, mortgage or other transfer of any portion of or interest in a condominium unit shall be subject to the right of first refusal of the Association, except as provided in (c) immediately below.

(c) Mortgages and other Exempted Transfers. The right of first refusal created by this section of the Declaration shall not apply to the following types of transfer of any portion of or interest in a unit:

(1) To mortgages made to one of the following mortgagees: a life insurance company which has been licensed by the Ohio Department of Insurance to do business in this state, a savings and loan

association or a bank chartered or licensed by the federal government or by the State of Ohio, or a credit union with an office in and licensed to do business in the State of Ohio, or some other form of professional lending organization which has an office in and is licensed to do business in the State of Ohio.

(2) To foreclosure sales pursuant to a foreclosure by such an exempted mortgagee;

(3) To any transfer of title to such an exempted mortgagee pursuant to the remedies provided in the mortgage, or to transfers to an exempted mortgagee in lieu of foreclosure in the event of default by the mortgagor;

(4) To a transfer by sale or lease by an exempt mortgagee, after that mortgagee acquired an interest in a unit through one of the procedures described above as being exempt from the right of first refusal;

(5) To transfers made by the Declarant as long as the Declarant is conducting a marketing program to sell one or more units in this condominium development;

(6) To transfers by one joint tenant or tenant in common of his or her interest in a unit to another person or entity who already holds a co-ownership in that unit.

(7) To transfers to a spouse and/or to other members of the immediate family of an owner.

(d) Gift, Devise, Inheritance. Every record and/or beneficial owner who has obtained title to or an interest in a unit by gift, devise or inheritance shall give to the Association written notice of such acquisition of title or interest, including his or her name and address, each address where such party has resided during

the immediately preceding three years, a certified copy of the instrument evidencing such owner's title or interest, and such other information concerning the transaction and the parties as the Association may reasonably require prior to or upon receiving such notice. This notice shall be given to the Association no later than thirty days after such owner has obtained title to or an interest in a unit by gift, devise or inheritance.

For a period of forty-five days following its receipt of the notice referred to above and of all additional information reasonably required by the Association, the Association shall have a first refusal right and option to acquire such title to or interest in the unit as was transferred to the Owner by gift, devise or inheritance by purchasing such title or interest at its fair market value. This right and option may be exercised upon the same two-thirds vote or consent required under Section 13.7 for Special Assessments. This first refusal option must be exercised by the Association giving to the owner within said period of forty-five days written notice of such exercise, executed on behalf of the Association, and such notice of exercise shall constitute an agreement by the Association to make such purchase under the terms of this Declaration.

If the parties cannot agree on the fair market value within fifteen days after the written notice of exercise was given, it shall be determined by one appraiser selected and paid by the Association and a second appraiser selected and paid by the owner. Such appraisers shall be appointed within an additional period of ten days after the expiration of said fifteen days, and they shall make their agreed decision as to fair market value within an additional period of twenty days. If either party fails or refuses to designate an appraiser within the time period mentioned above, the fair market value shall be determined solely by the appraiser

selected by the other party. If said two appraisers cannot agree on the fair market value within the twenty day period of time, they shall select immediately a third appraiser whose fee shall be divided between the Association and the owner, and the decision as to fair market value shall be made by a majority vote of the three appraisers within an additional ten days.

The closing date shall be within thirty days from the agreement of the parties as to fair market value or from the determination by the appraisers of fair market value, with the exact date and hour, and the place (within Montgomery County, Ohio), to be designated by the Association. At the closing title shall be conveyed by a good and sufficient deed of general warranty so as to transfer merchantable title free and clear of all liens and encumbrances and rights to take such liens and encumbrances, excepting easements, restrictions and limitations of record at the time the Association gave its notice of exercise, excepting legal highways, all provisions of the condominium plan, and the installment of real estate taxes and assessments becoming due and payable for the first time next after the closing (which shall be prorated between the parties as of the date of closing) and all subsequent installments of real estate taxes and assessments which shall be assumed by the Association. Possession shall be given at the date of closing and the purchase price shall be paid in cash at the closing, with the selling owner to pay for the preparation of the deed and to pay the deed transfer fee or other conveyance fee levied by appropriate government authorities, and with the Association to pay all other closing expenses.

(e) Sale, Lease, Rental, Mortgage of Other Transfer. An owner intending to make a bona fide sale, lease, rental, mortgage

or other transfer of his unit or any interest therein shall give to the Association written notice of such intention, together with the name and address of the intended record and beneficial purchaser, lessee, tenant, mortgagee or other holder of title or such an interest, the address of such person for the previous three years, a true copy of the bona fide contract, offer and all other documents concerning such sale, lease, rental, mortgage or other transaction containing all the terms, conditions and details of the proposed transaction, certified by the owner to be true and complete terms, conditions and details, plus any other information concerning the proposed transaction and the parties involved as the Association may reasonably require. Any such transaction must have been accepted by both the owner and the proposed transferee of an interest in the unit, and the documents supplied to the Association must include copies of instruments signed by both the owner and the proposed transferee evidencing their agreement.

The notice referred to above shall be given to the Association in writing as soon as reasonably possible after the owner and the intended transferee have reached written agreement concerning the proposed transaction, and in any event within fifteen days after such agreement has been reached.

For a period of forty-five days following its receipt of the notice referred to above, and of all additional information reasonably required by the Association, the Association shall have a first refusal right and option to acquire such title to or interest in a unit as is proposed to be transferred by matching the terms of the offer, contract, commitment or other documents regarding the sale, lease, rental, mortgage or other transfer of the unit or an interest therein.

This first refusal option may be exercised only upon the same two-thirds

vote or consent required under Section 13.7 for Special Assessments. Said right and option must be exercised by the Association giving the owner, within said period of forty-five days, written notice of such exercise executed on behalf of the Association, and such notice of exercise shall constitute an agreement by the Association to make such a purchase, lease, rental, mortgage or other transfer under the terms of this Declaration and on the basis of matching the terms and conditions of the offer, contract, commitment or other documents.

The closing date shall be within thirty days after the notice of exercise was given by the Association, or on such date as was designated in the documents regarding the proposed sale, lease, rental, etc., whichever is later, with the exact date and hour and the place (within Montgomery County, Ohio) to be designated by the Association.

At the closing title to or the interest in the unit shall be conveyed or transferred free and clear of liens and encumbrances and rights to take such liens and encumbrances excepting easement, restrictions and limitations of record at the time the Association gave its notice of exercise, excepting legal highways, all provisions of the condominium plan, and the installment of real estate taxes and assessments becoming due and payable for the first time next after the closing (which shall be prorated between the parties as of the closing date in the event of a sale) and all subsequent installments of real estate taxes and assessments (which shall be assumed by the Association in the event of a sale).

Possession shall be given at the date of the closing or at such later date as provided in the documents regarding the proposed transaction (if possession is involved at all), whichever is later. Unless provided to the contrary in the documents regarding the transaction, the closing costs and expenses regarding conveyance of title or an interest in the unit shall be divided

between the parties as is customary in Montgomery County, Ohio, in transactions of the same type.

(f) Unauthorized and Invalid Transactions. Any sale, mortgage, lease, rental or other transfer referred to in these sections of the Declaration regarding the right of first refusal shall be unauthorized unless conducted pursuant to the terms of these sections and no such purported transfer of any interest in or to a unit shall be valid or shall effectively convey or transfer such an interest unless made in accordance with the provisions in these sections.

(g) Investigation by the Association of Bona Fide Status of Sale, Lease, Rental, Mortgage or other Transactions. In the event the Association fails to exercise its right of first refusal with regard to a proposed sale, lease, rental, mortgage or other transaction, the proposed transfer of title to or any interest in a unit may be completed in accordance with the exact terms of the contract, offer, commitment or other instrument or agreement, a true copy of which was delivered to the Association along with the notice referred to above. The Association shall have full power and authority to investigate the bona fide status of such sale, lease, rental, mortgage or other transaction. The Association shall be notified of the date, hour and place of closing of the proposed transaction not less than seven days prior to said closing, for the purpose of enabling the Association to arrange for a representative to attend the closing on its behalf. In the event any sale, lease, rental, mortgage or other transfer of an interest in or title to a unit shall be made under terms, conditions or at a price or for considerations different from, or in addition to the terms, conditions, price and considerations set forth in the documents and notice delivered to the Association, no valid title to or interest in the unit

may be conveyed, and the right of first refusal shall arise again and the Association shall have the right to match such different or additional terms, conditions, price or consideration in the same manner as provided in these sections of the Declaration.

(h) Certificate of Compliance. The Association shall upon demand and from time to time furnish to any owner, member or other party having a bona fide interest in a unit a certificate in writing signed by an officer of the Association stating on knowledge and belief whether or not the requirements of these sections dealing with the right of first refusal have been complied with as to that unit. Such a certificate shall be made available at the closing of any sale, lease, rental, mortgage or other transfer of an interest in or title to a unit, after a representative of the Association has been satisfied that such transfer has been made in a bona fide fashion and on the same terms, conditions, price and considerations as to which the Association was previously given notice. Such a certificate shall be conclusive evidence as to all persons who rely thereon in good faith; shall contain a description of the unit involved; shall be prepared and executed so as to fulfill the then requirements for recording; and shall be recorded in the miscellaneous or other appropriate records of the recorder of the county in which this condominium development is situated. The Association may impose a reasonable fee for the issuance of each such certificate. Whenever the Association decides not to exercise its right of first refusal, it may issue a certificate of compliance on its own motion so as to permit a proposed conveyance to be completed without delay.

(i) Renewal of Rights of First Refusal. If the Association does not exercise its right of first refusal as to any transaction

made subject to those rights by these sections of the Declaration, the unit in question shall not be released from the future application of these rights of first refusal, and instead all such first refusal rights shall continue to apply with regard to any and all subsequent non-exempt transactions involving an interest in or title to such unit.

(j) Special Assessment to Obtain Funds to Implement Rights of First Refusal. Although not mentioned in Section 13.7 dealing with Special Assessments, such an assessment may be levied for the purpose of obtaining funds necessary to implement exercise of the rights of first refusal described in these sections of the Declaration. In order to provide any lending institution with evidence that the Association has security for its receipt of the funds to be raised by such a special assessment, it is hereby provided that the Association shall be authorized to file a certificate of lien for such a special assessment immediately upon the action of the Association in levying such assessment (even though Section 13.12 normally would require that the assessment remain unpaid for fifteen days after its due date before such a certificate of lien may be filed). Such special assessment may be levied only under the same two-thirds vote or written consent required under Section 13.7.

(k) Nominee, or Third-Party Designee acting instead of the Association. The Association may exercise its rights of first refusal in its own name or in the name of a nominee. Further, these rights of first refusal may be exercised in the name of and by a third-party designee of the Association who has taken an assignment of a right of first refusal from the Association and who is acting on his or her own behalf and not as a nominee of the Association."

(H) No Other Changes. No changes or revisions are made in the Declaration for Timberlodge Condominium other than those set forth above in this Fifth Amendment.

IN WITNESS WHEREOF, this Fifth Amendment to the Declaration has been executed as of the 12th day of July, 1982, by 33-A Corp. as the Declarant and by Timberlodge Homeowners' Association. Those officers who have executed this Fifth Amendment on behalf of the Association hereby represent and affirm that the Association has been authorized to make these amendments by the affirmative vote or written consent of persons who hold not less than eighty percent of the voting power of the Association.

Signed and Acknowledged
in the presence of:

Donna J. Alderson
As to 33-A Corp.

Marvin S. Shultz
As to 33-A Corp.

C. Philip Schmidt
As to Association

Kimberly A. West
As to Association

33-A CORP. (an Ohio corporation)

By Donnell A. Mueller
President

By Marvin S. Shultz
Vice President

TIMBERLODGE HOMEOWNERS'
ASSOCIATION (an Ohio
non-profit corporation)

By Jonathan Tratt
Jonathan Tratt, President

By Thomas A. Flagg
Thomas A. Flagg, Vice President
and Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing document was acknowledged before me on this 12th day of July, 1982, by Donnell A. Mueller as President and by MARVIN SHULTZ as Vice President of 33-A CORP., an Ohio corporation, on behalf of that corporation.

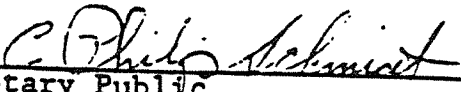
- 82 269E07 -

Larry E. Beckman
Notary Public

LARRY E. BECKMAN, Notary Public
in and for the State of Ohio
My Commission Expires May 26, 1986

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing document was acknowledged before me on this 9th day of July, 1982, by Jonathan Tratt as President and by Thomas A. Flagg as Vice President-Secretary of TIMBERLODGE HOMEOWNERS' ASSOCIATION, an Ohio corporation, on behalf of that corporation.


Notary Public

C. PHILIP SCHMIDT, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 25, 1984

JUL 14 1982

NOTICE OF INDEXING
FEDERAL BUREAU OF INVESTIGATION
-15-

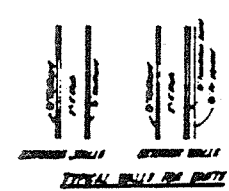
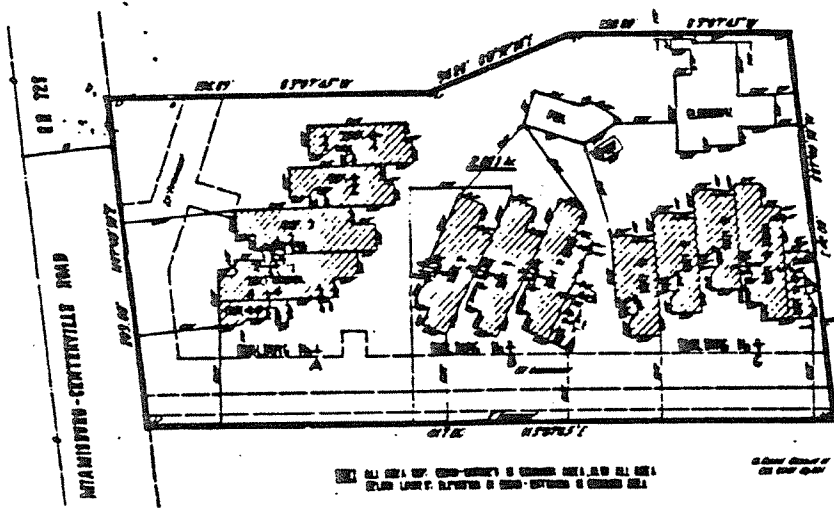
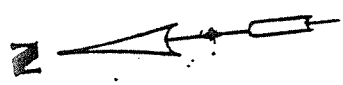
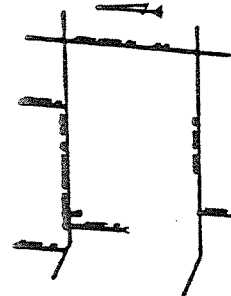
- 82 269E08 -

CORRECTED TO CHANGE BUILDING & UNIT NUMBERS.
 SHEET "D-1"
TIMBERLODGE CONDOMINIUM

SECTION 001
 301 W. 121st St. WASHINGTON TWP
 SPARTANBURG COUNTY, OHIO
 SCALE: 1/8" = 1'-0"

Being part of Lot No. 1 of the Woodbridge Plat as recorded in PG to PG of

ORDERED BY
 THE CITY ENGINEERS OF
 SPARTANBURG COUNTY, OHIO
 FOR RECORDING IN THE PUBLIC RECORDS



THE UNDERSIGNED, OWNER'S ATTORNEY HEREBY CERTIFIES TO THE ACCURACY OF THE DIMENSIONS OF THE LAND SHOWN IN SECTION 001 AND THE 1/8" = 1'-0" SCALE TO THE EXHIBITION PLAN SHOWN AS THE CORRECT ONE AS SET FORTH IN THE RECORDATION OF SAID CONVEYANCE OF ONE TO THE OTHER AND ARTICLES OF INCORPORATION OF THE OWNER'S ASSOCIATION TO BE FILED WITH THE RECORDS OF SPARTANBURG COUNTY, OHIO, UNDER THE RECORDATION STATUTES OF THE STATE OF OHIO.

THE PROJECT OF SECTION 001 OF THE CONDOMINIUM SHOWN IS BASED ON EACH UNIT TO BE SHOWN ON THE CONDOMINIUM DECLARATION TO BE OF A SMALL SCALE COPY OF THIS DRAWING IS ATTACHED. THE DECLARATION OF CONDOMINIUM, THE BY-LAWS OF THE UNIT OWNER'S ASSOCIATION AND THE ARTICLES OF INCORPORATION OF THE UNIT OWNER'S ASSOCIATION ARE RECORDED IN SPARTANBURG COUNTY, OHIO. THE DECLARATION OF CONDOMINIUM IS RECORDED IN PLAT BOOK 2006, AT PAGE 41 OF THE PLAT RECORDS OF SPARTANBURG COUNTY, OHIO.

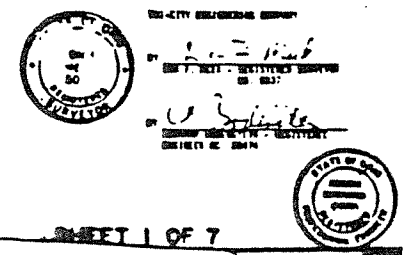
WITNESSED AND SUBSCRIBED TO IN THE PRESENCE OF
 JAMES R. GOULD
 DONALD L. MORTIMER
 JAMES R. GOULD
 DONALD L. MORTIMER

DONALD L. MORTIMER
 DONALD L. MORTIMER

PARTY OF OHIO, COUNTY OF SPARTANBURG, S.S.
 I, JAMES R. GOULD, Attorney at Law
 Notary Public, State of Ohio
 My Commission has no Expiration Date
 Section 147A3 R.C.
 JAMES R. GOULD, Attorney at Law
 Notary Public, State of Ohio
 My Commission has no Expiration Date
 Section 147A3 R.C.

JAMES R. GOULD, Attorney at Law
 Notary Public, State of Ohio
 My Commission has no Expiration Date
 Section 147A3 R.C.

ERED F. FRECKER, P. E.
 5-20-78
 JIM TAYLOR

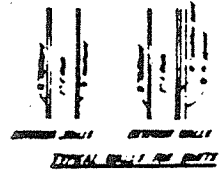
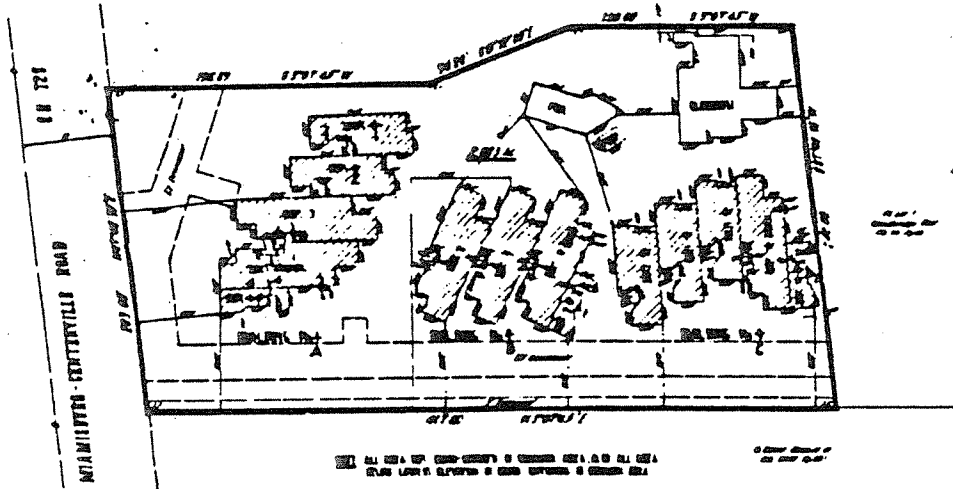
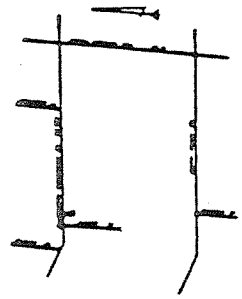
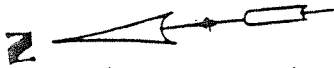


CORRECTED TO CHANGE BUILDING & UNIT NUMBERS SERIES 'D' TIMBERLODGE CONDOMINIUM

SECTION 0817
SECTION 14703 R. E.
SPRINGFIELD COUNTY, OHIO

Being part of Lot 11 of the Woodbridge Park as recorded in P. 16 to 17 of

BOOK 17
PAGE 177
AND PART OF LOT 12



THE CONDOMINIUM OWNER'S ASSOCIATION HAS BEEN ORGANIZED IN THE COUNTY OF SPRINGFIELD, OHIO, AND THE FOLLOWING IS THE LIST OF THE MEMBERS OF SAID ASSOCIATION AS OF THE DATE OF THE RECORDING OF THIS DECLARATION OF CONDOMINIUM. THE LIST OF THE MEMBERS OF SAID ASSOCIATION IS ATTACHED TO THIS DECLARATION OF CONDOMINIUM AS A SEPARATE DOCUMENT.

THE PERCENT OF INTEREST IN THE COMMON AREA WHICH IS HELD BY EACH UNIT IS SET FORTH IN THE CONDOMINIUM DECLARATION TO WHICH A REFERENCE IS MADE. A COPY OF THIS DECLARATION IS ATTACHED TO THIS DECLARATION OF CONDOMINIUM AS A SEPARATE DOCUMENT.

BEFORE ME, the undersigned authority, on this day personally appeared **James R. Gould** and **Dorcas K. Manning**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESSED BY ME, the undersigned authority, on this day personally appeared **Dorcas K. Manning**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF OHIO
James R. Gould
Dorcas K. Manning

James R. Gould
Dorcas K. Manning
JAMES R. GOULD, Attorney at Law
Notary Public, State of Ohio
My Commission Expires on September 30, 1978
Section 14703 R. E.

James R. Gould
JAMES R. GOULD, Attorney at Law
Notary Public, State of Ohio
My Commission Expires on September 30, 1978
Section 14703 R. E.

CONVEYANCE
THE UNDERSIGNED HAS BEEN AUTHORIZED BY THE BOARD OF DIRECTORS OF THE CONDOMINIUM OWNER'S ASSOCIATION TO EXECUTE THIS DECLARATION OF CONDOMINIUM AND TO SIGN ANY INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF SAID DECLARATION OF CONDOMINIUM.

ERED F. FRECKER, P. E.
REGISTERED PROFESSIONAL ENGINEER
NO. 5-28-78
JIM TAYLOR



1593

JOE D. PEGG
RECORDER

JAN 29 11 29 AM '79

MONTGOMERY CO. OHIO
RECORDED 5^{EC}A

AFFIDAVIT

of a witness to the

First Amendment

to the

Declaration of Condominium

which established the project known as

Timberlodge Condominium

NO TRANSFER NEEDED
ROBERT L. RODERER
COUNTY AUDITOR

JAN 29 '79

Prepared by:

JAMES R. GOULD
of the law firm of
Brumbaugh, Corwin & Gould
1300 Talbott Tower
Dayton, Ohio 45402
Telephone: 513/223-1201

AFFIDAVIT

State of Ohio, County of Montgomery, ss:

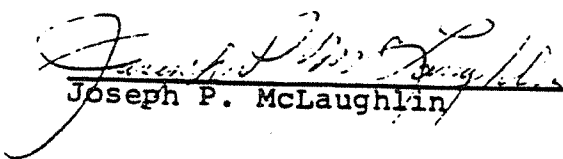
Joseph P. McLaughlin, being first duly cautioned and sworn, deposes and says that he acted as a notary public in taking the acknowledgment of Timberlodge Homeowners' Association and Terra Firma Building Contractors, Inc. to the First Amendment to the Declaration of Condominium ownership for Timberlodge Condominium (which First Amendment is recorded at Microfiche 79 007B08, with the accompanying drawings also being recorded in Plat Book 107 at Page 5, in the office of the Recorder of Montgomery County, Ohio).

Affiant says further that he was present at the time said First Amendment was executed on behalf of Timberlodge Homeowners' Association and Terra Firma Building Contractors, Inc. by the signatures of two officers of each of those respective corporations.

Affiant says further that, through this Affidavit, he hereby declares as a matter of public record that he was a witness to the execution of said First Amendment by Timberlodge Homeowners' Association and Terra Firma Building Contractors, Inc., so as to cause the First Amendment to comply with the requirement of Ohio Revised Code 5311.05 (A) and 5311.01 (C) that an amendment to a condominium declaration shall be signed by two witnesses.

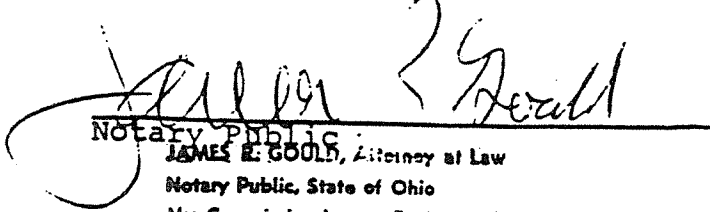
Affiant says further that the real estate affected by said First Amendment and by this Affidavit is described as follows:

Situated in Section 36, Town 3, Range 5 MRs, Washington Township, Montgomery County, Ohio, and being Units 1 through and including 14 of Timberlodge Condominium, the declaration, documents and drawings of which are recorded at Deed Microfiche 78 551A01 and 79 007B08 and Plat Book 106 at Page 41 and in Plat Book 107 at Page 5.



Joseph P. McLaughlin

Sworn to before me and subscribed in my presence by the said Joseph P. McLaughlin this 21 day of January, 1979.



Notary Public
JAMES E. GOULD, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration Date.
Section 147.03 R. C.

IN WITNESS WHEREOF, this First Amendment to the Timberlodge Declaration has been executed on the date set forth on the first page hereof by Timberlodge Homeowners' Association and also by Terra Firma Building Contractors, Inc., an Ohio corporation which constitutes the Declarant under this condominium plan.

Signed and acknowledged in the presence of:

TIMBERLODGE HOMEOWNERS' ASSOCIATION

[Signature]
[Signature]

BY William L. Rogers
BY Kenneth R. [Signature]

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personal appeared Timberlodge Homeowners' Association, an Ohio non-pro corporation, by and through Donald R. Matthews, its President and William L. Rogers, its Secretary, who acknowledged being first duly cautioned and sworn, that they executed the foregoing First Amendment for and on behalf of said Association and that the same is the free act and deed of said Association and of themselves individually and as such officers for the uses and purposes therein mentioned, and that the holders of not less than eighty percent of the voting power of the Association have given written consent to this action of the Association in amending certain terms and provisions of the Declaration.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Montgomery County, Ohio on this 5th day of January, 1978.

James P. McLaughlin
Notary Public

JAMES P. McLAUGHLIN, Notary Public
in and for the State of Ohio
My Commission Expires Oct. 31, 1980

Signed and acknowledged
in the presence of:

TERRA FIRMA BUILDING
CONTRACTORS, INC.

Terra Firma

BY Donald R. Moultny
Donald R. Moultny, President

BY William H. Rogers

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personally appeared Terra Firma Building Contractors, Inc., an Ohio corporation, by and through Donald R. Moultny, its President and William H. Rogers, its Vice President, who acknowledged that they did execute the foregoing First Amendment for and on behalf of said corporation and that the same is the free act and deed of said corporation and of themselves individually and as such officers for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Montgomery County, Ohio on this 2nd day of January, 1978

Joseph P. McLaughlin
Notary Public

JOSEPH P. McLAUGHLIN, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 31, 1984

JAN 4 79

NO TRANSFER NEEDED
ROBERT L. RODERER
COUNTY AUDITOR

79 007002

(E) Explanation of Revised Building Designations. In Section 4.1 of the Declaration for Timberlodge Condominium the three buildings included in this condominium plan were identified by the separate capital letters of A, B and C. In the drawings attached to the Declaration as Exhibit B-1 and also filed in Plat Book 106 at Page 41, however, the buildings were identified as numbers 1, 2 and 3. Through this First Amendment the drawings are corrected to show that Building 1 is Building A, Building 2 is Building B, and Building 3 is Building C.

(F) Corrected Drawings. In order to make the changes referred to in the two paragraphs immediately above, corrected pages 1, 2, 3 and 7 of Former Exhibit B-1 of the Timberlodge Declaration are attached to and made a part of this First Amendment and are also recorded in the Plat Records of Montgomery County, Ohio.

(G) Revision of Unit Numbers Which Do Not Have a First Floor Patio as Limited Common Area. Section 7.5 on Page twelve of the Timberlodge Condominium refers to first floor patios as being limited common area reserved for the exclusive use of all but three of the fourteen units included in this condominium plan. The three units which do not have such patios are listed in said Section 7.5 as being Units 2, 9 and 14. Because of the renumbering of Unit 2 which is effected by this First Amendment, said Section 7.5 is hereby revised to state that the three units which do not have such first floor patios are Units 5, 9 and 14.

(H) Revision of List of Units Which Have Sun Decks. In Section 7.6 on Page twelve of the Timberlodge Declaration certain units are listed as each having a second floor sun deck as limited common area, to-wit: Units 2, 4, 9, 10, 11, 12 and 14. As a result of the revision of unit numbers effected by this First Amendment, said Section 7.6 is hereby amended to cause the list of seven units which have such second floor sun decks as limited common area to read: Units 2, 5, 9, 10, 11, 12 and 14.

(I) Change in Percentage Interests in the Common Area. Section 8.5 on Page thirteen of the Timberlodge Declaration sets forth the percentage interest in the common area which accompanies each of the fourteen units included in this condominium plan. Because of the re-numbering of the four units which is accomplished by this First Amendment, the percentage interests accompanying the four units so renumbered are changed to read as set forth below:

<u>New Unit Number</u>	<u>Percentage Interests</u>
1	
2	7.64
4	7.64
5	6.20
	7.20

(J) No Other Changes. No changes or revisions are hereby made in the Timberlodge Declaration with the exception of the amendments set forth above.

not add any additional land or improvements, and instead has the purpose of renumbering four of the units so as to correct an error previously made in assigning identifying numbers to those units. Further, this amendment corrects an inconsistency between the Declaration and the drawings by designating the three buildings as Building A, Building B and Building C instead of Building 1, Building 2 and Building 3.

(C) Compliance with Requirements of Declaration as to Amendment. This First Amendment is made in part under the provisions of Section 23.15 on Page fifty-seven of the Declaration for Timberlodge Condominium, said Section 23.15 giving Timberlodge Homeowners' Association the power to amend, modify and otherwise alter any and all of the terms and provisions of the Declaration at any times by the affirmative vote or written consent of those persons holding not less than eighty percent of the voting power of the Association. The Association has executed this Amendment, and its officers have certified under oath that such action has been approved by such vote or written consent.

Since this First Amendment to Timberlodge Condominium renumbers four of the units, the percentage interests in common area which accompany those units must also be reassigned. Accordingly, this Amendment is also made under the provisions of Section 8.2 on Page thirteen of the Declaration (and under Section 5311.04 (D) of the Revised Code of Ohio) which require that such percentage interests may be altered only with unanimous approval of all unit owners affected by the change. This requirement has been satisfied in that the Declarant is the sole owner of all four units affected by having their

identifying numbers and percentage interests in common area reassigned, and no changes whatsoever are made in the percentage interests in common area appertaining to the other units; the Declarant has executed this Amendment as the only affected owner.

Finally, this Amendment is also made under the provisions of Section 23.3 (b) on Page fifty-three of the Declaration for Timberlodge Condominium, said Section requiring that such a change in the percentage interests in the common area may be made only if written approval of such change has been given by at least seventy-five percent of the holders of first mortgage liens upon individual units within the condominium plan (based upon one vote for each unit so mortgaged), or by the owner(s) of at least seventy-five percent of the individual condominium units included in the condominium plan. The Declarant is the owner of at least seventy-five percent of the individual condominium units (owning 11 of the 14 individual units), and the Declarant has given its written approval by executing this Amendment.

(D) Explanation of Which Units Are to be Renumbered. The four units to be renumbered are listed below, together with the new unit designation numbers assigned to them:

<u>Previous and Incorrect Number</u>	<u>New Number</u>
1	4
2	5
4	2
5	1

277

FIRST AMENDMENT

RECORDED
INDEXED

JAN 4 2 09 PM '79

MONTGOMERY CO. OHIO
RECORDED

55.30
H

TO THE DECLARATION OF CONDOMINIUM
WHICH ESTABLISHED A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

TIMBERLODGE CONDOMINIUM

MAP see
FOR PLAT BOOK 107 PAGES 5 thru 5^c

A copy of the condominium
documents and drawings has
been filed with the office of
the Auditor of Montgomery
County, Ohio on this ___ day
of _____, 1979.

Montgomery County Auditor

BY _____

Prepared by:

JAMES R. GOULD
of the law firm of
Brumbaugh, Corwin & Gould
1300 Talbott Tower
Dayton, Ohio 45402
Telephone: 513/223-1201

JAN 4 1979

NO TRANSFER NEEDED
ROBERT F. ROBERTS
MONTGOMERY COUNTY AUDITOR
Condominium drawings and drawings of First Amendment are recorded in
Plat Book _____ at Page _____.

- 79 007R08

FIRST AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TIMBERLODGE CONDOMINIUM

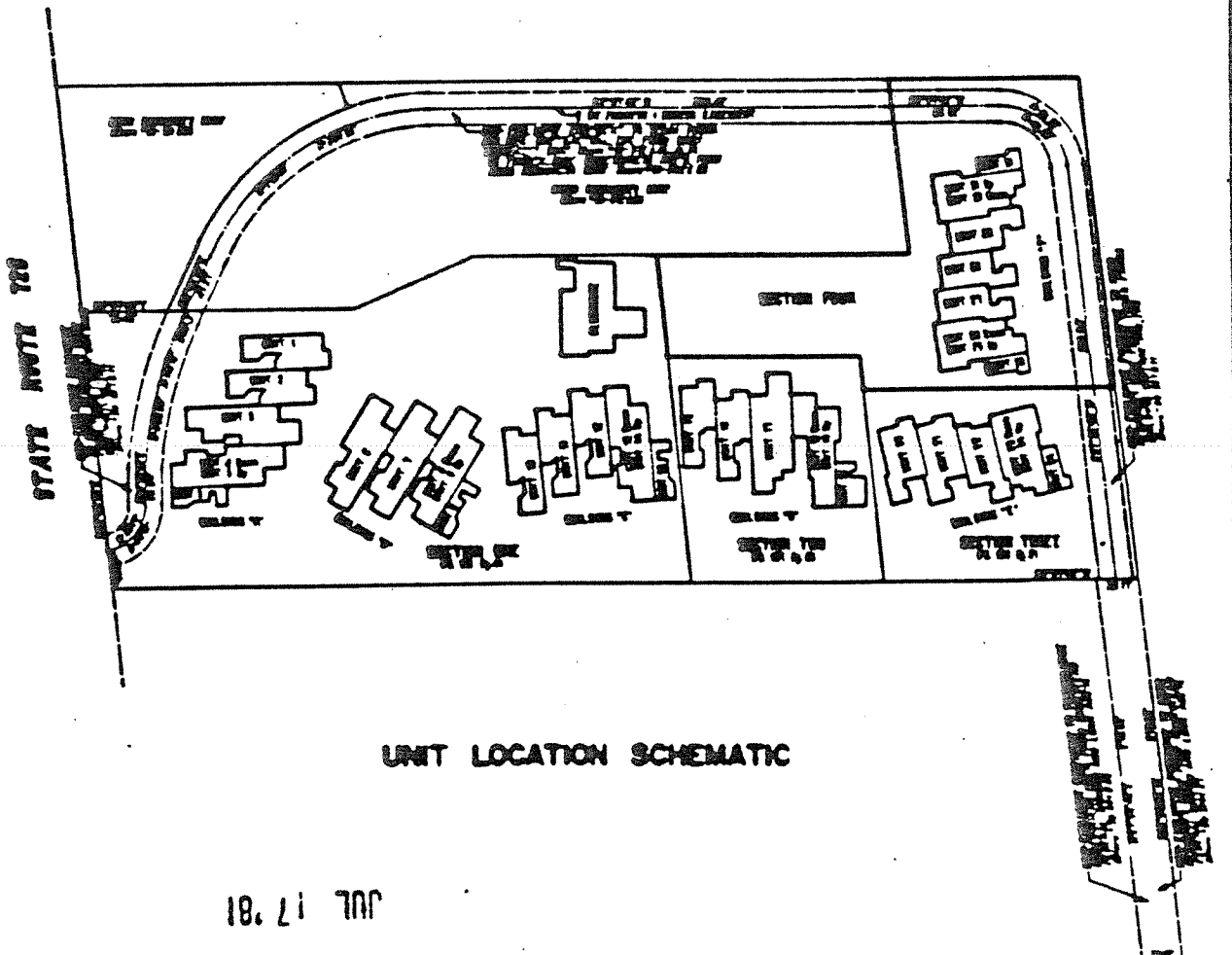
This First Amendment is made and entered into this 7th day
of JANUARY, 1979 for the purpose of amending the condominium
Declaration for Timberlodge Condominium.

(A) Previous Recording Information. The original condominium
documents, and subsequent amendments to those documents, have been re-
corded in the Deed and Plat Records of Montgomery County, Ohio as
follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration, By-Laws, Articles of Incorpor- ation, and Drawings of this Development while it was known as Woodbridge Condominium	6/3/74	74 253A01	B. 97, P. 13
Amendment No. 1 to Woodbridge Condominium	7/31/78	78 405C07	None
Declaration, By-Laws, Articles of Incorpor- ation and Drawings which completely revised Woodbridge and changed it to Timberlodge Condominium	9/29/78	78 551A01	B. 106, P. 41

(B) Purpose of this First Amendment to Timberlodge Condominium.
This amendment does not create any new condominium units in addition
to the fourteen units already included in this condominium plan, does

EXHIBIT 3-A
TIMBERLODGE CONDOMINIUM
 SECTION FOUR
 SEC. 36, T. 3, R. 5 N. WASHINGTON TWP.
 MONTGOMERY COUNTY, OHIO



UNIT LOCATION SCHEMATIC

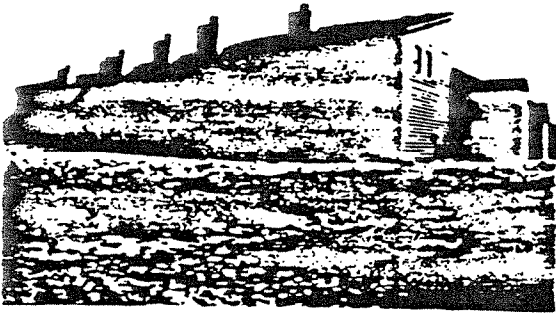
18 207120

JUL 17 81

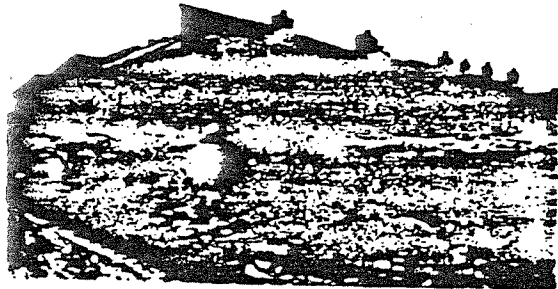
TRANSFERRED
 ROBERT M. ROEBER
 1981

LENN LITTE

EXHIBIT 3-4
TIMBERLODGE CONDOMINIUM
SECTION FOUR
SEC. 36, T. 3, R. 5 M₂ WASHINGTON TWP.
MONTGOMERY COUNTY, OHIO



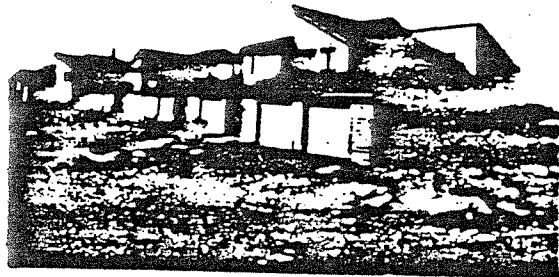
BACK & LEFT SIDE OF BUILDING



BACK & RIGHT SIDE OF BUILDING



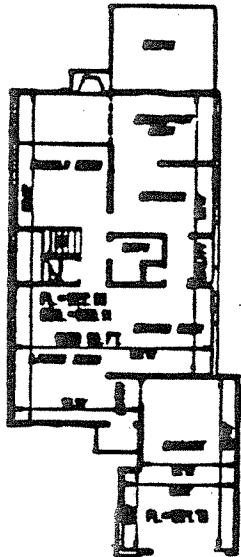
FRONT & LEFT SIDE OF BUILDING



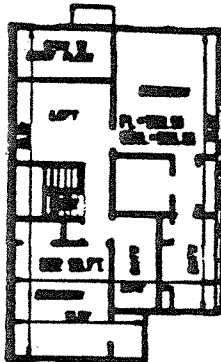
FRONT & RIGHT SIDE OF BUILDING

BUILDING No. 7

DEPT. OF
TIMBERLODGE CONDOMINIUM
 SECTION FOUR
 SEC. 36, T. 3, R. 5, M. 15 WILSHINGTON TWP.
 MONTGOMERY COUNTY, OHIO

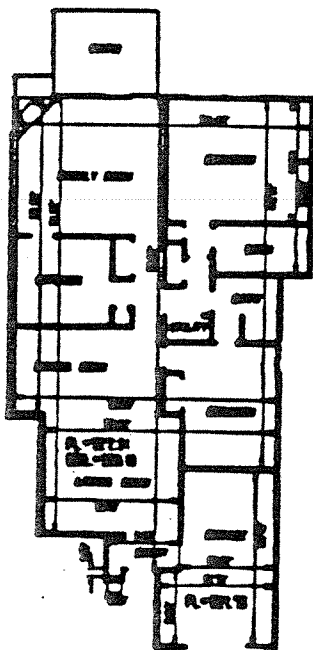


FIRST FLOOR



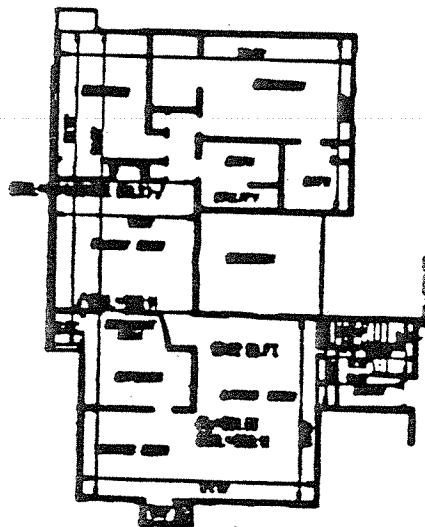
SECOND FLOOR

UNIT No. 29
 2322 SQ. FT. TOTAL



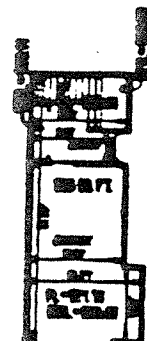
FIRST FLOOR

UNIT No. 30
 2522 SQ. FT. TOTAL



SECOND FLOOR

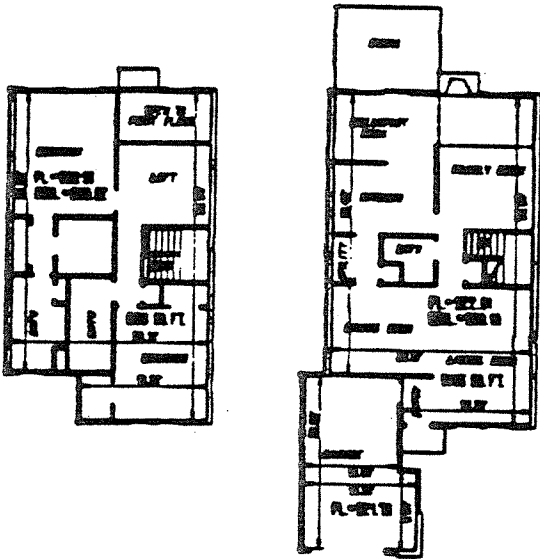
UNIT No. 31
 2222 SQ. FT. TOTAL



FIRST FLOOR

SEE ATTACHED MAP

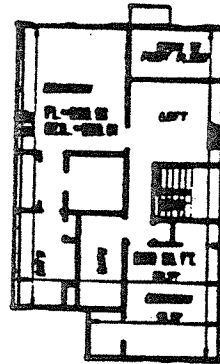
EXHIBIT 3-4
TIMBERLODGE CONDOMINIUM
SECTION FOUR
 SEC. 36, T. 3, R. 5 Mt. WASHINGTON TWP.
 MONTGOMERY COUNTY, OHIO



SECOND FLOOR

FIRST FLOOR

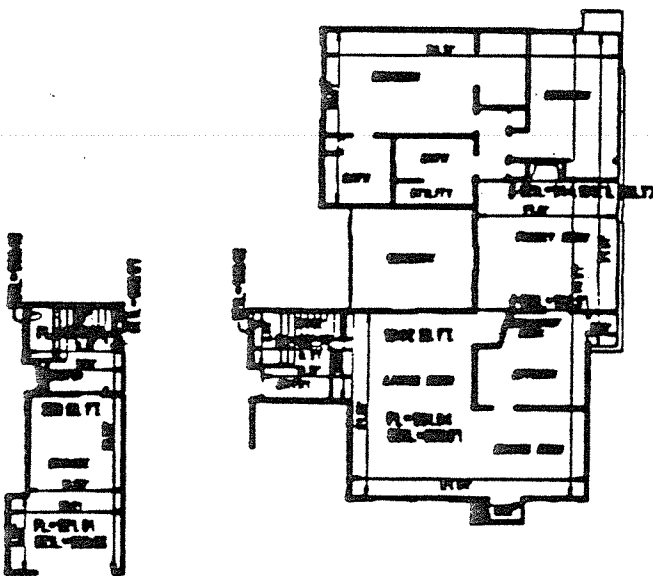
UNIT No. 27
 1294 SQ. FT. TOTAL



SECOND FLOOR

FIRST FLOOR

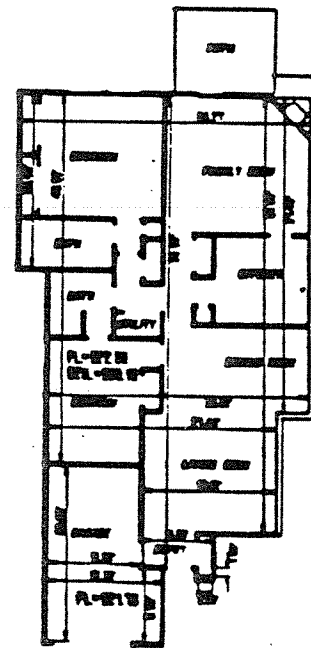
UNIT No. 28
 1288 SQ. FT. TOTAL



FIRST FLOOR

SECOND FLOOR

UNIT No. 25
 1001 SQ. FT. TOTAL



FIRST FLOOR

UNIT No. 26
 1177 SQ. FT. TOTAL

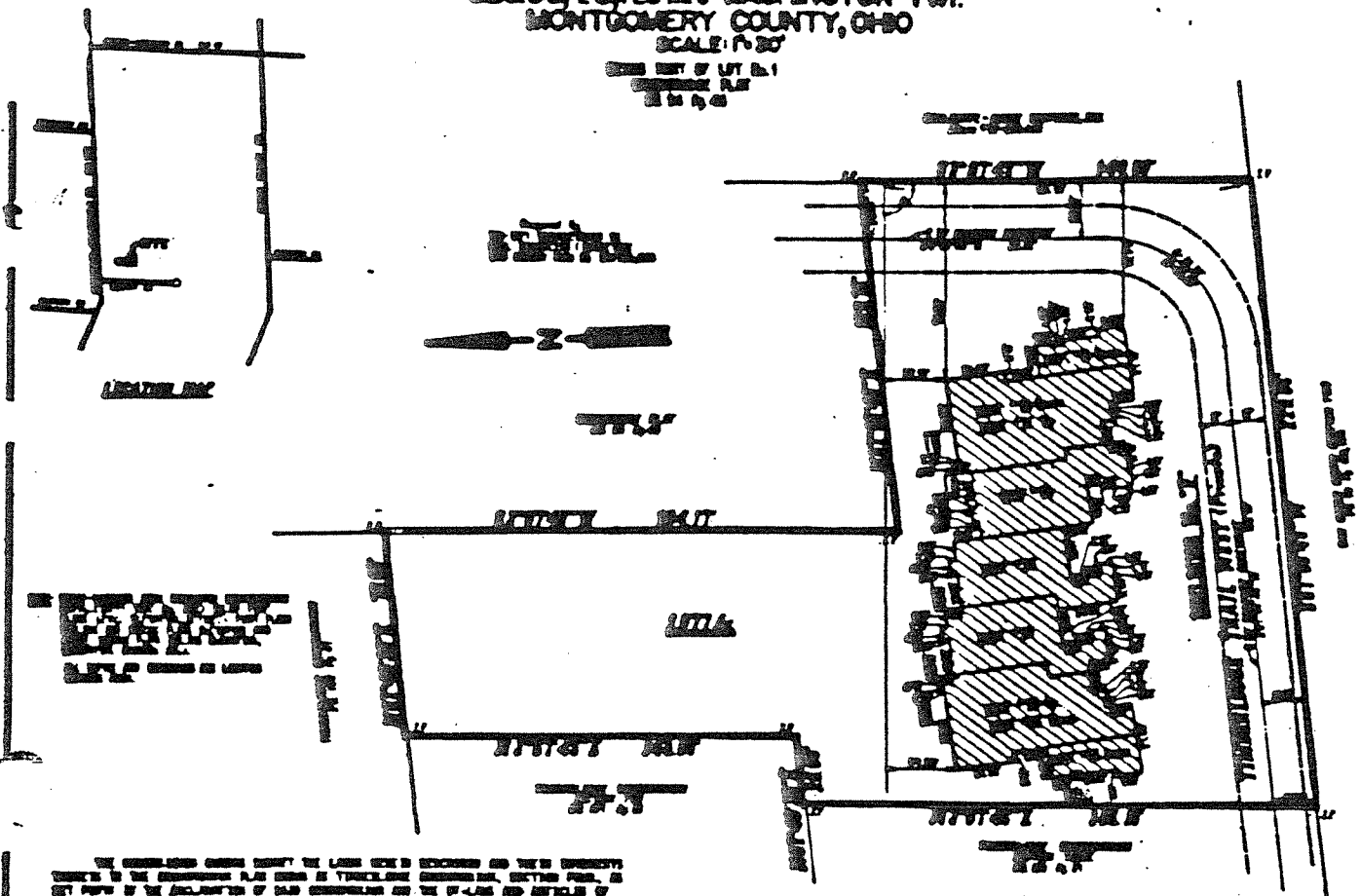
BY DATE

81 20500

EXHIBIT 3-A TIMBERLODGE CONDOMINIUM SECTION FOUR

SEC. 36, T. 3, R. 5 Mtz WASHINGTON TWP.
MONTGOMERY COUNTY, OHIO

SCALE: 1"=30'
THIS SET OF LAY IS A
SEPARATE PLAN
IS IN B-C



THE UNDERSIGNED ENGINEER, COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO, HAS EXAMINED THE ABOVE PLAN AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY ORDINANCES AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO, AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO, AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO.

SEEN AND CORRECTED BY ME, COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO, THIS 31st DAY OF SEPTEMBER, 1982, AT MONTGOMERY COUNTY, OHIO.

THE UNDERSIGNED ENGINEER, COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO, HAS EXAMINED THE ABOVE PLAN AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY ORDINANCES AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO, AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO, AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO.

BY ME, COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO, THIS 31st DAY OF SEPTEMBER, 1982, AT MONTGOMERY COUNTY, OHIO.

David S. Gilford
COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO

Dennis A. Miller
COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO

Edward E. ...
COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO

James A. ...
COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO

McArthur
COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO

8-31-82

APPROVED BY ME, COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO, THIS 31st DAY OF SEPTEMBER, 1982, AT MONTGOMERY COUNTY, OHIO.



SEEN AND CORRECTED BY ME, COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO, THIS 31st DAY OF SEPTEMBER, 1982, AT MONTGOMERY COUNTY, OHIO.

THE UNDERSIGNED ENGINEER, COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO, HAS EXAMINED THE ABOVE PLAN AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY ORDINANCES AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO, AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO, AND THE OFFICIALS OF THE CITY ENGINEER OF MONTGOMERY COUNTY, OHIO.

McArthur
COUNTY ENGINEER OF MONTGOMERY COUNTY, OHIO

8-31-82

APPROVED FOR DESCRIPTION AND OWNERSHIP

[Signature]

DATE 7-13-81

FRED F. FRECKER, P. E., P. S.

MONTGOMERY COUNTY ENGINEER CHECKED BY



[Signature]

[Signature]

TOWN OF ...

(F) Elimination of Section 23.19. Right of First Refusal.

Section 23.19 as set forth in the Fifth Amendment to the Declaration of Condominium Ownership for Timberlodge Condominium is hereby eliminated in its entirety.

TIMBERLODGE HOMEOWNERS'
ASSOCIATION (an Ohio
non-profit corporation)

Constance Hodge
As to Association

By Donna L. Currens

William C. Ryan
As to Association

By Kathleen M. Creel

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing document was acknowledged before me on this 10th day of December, 1990, by DONNA L. CURRENS as President and by KATHLEEN M. CREEK, as Vice President of Timberlodge Homeowners' Association, an Ohio non-profit corporation.

William C. Ryan
Notary Public



WILLIAM C. RYAN
Notary Public, State of Ohio
My Commission Expires December 1st, 1991

Second Amendment to the Declaration of Condominium	6/12/79	79292A08	B. 107, P. 65
Third Amnendment to the Declaration of Condominium	10/30/79	79 581C02	B. 107, P21-21D
Fourth Amendment to the Declaration of Condominium	7/17/81	81 305D01	B. 117, P. 4-4D
Fifth Amendment to the Declaration of Condomium	7/12/82	82 269D05	

(B) Purpose of this Sixth Amendment to Timberlodge Condominium. The purpose of this Sixth Amendment is to bring the Declarations and Amendments in compliance with regulations promulgated by federal loan insuring agencies.

(C) Compliance with Requirements of the Declaration as to Amendments. This Sixth Amendment is made under the provisions of Section 23.15 on page 57 of the original Declaration which grants to the Association the power to amend the Declaration by the affirmative vote, or by written consent, of those persons holding not less than eighty percent of the voting power of the Association. It is hereby certified that a meeting was called for the purposes of considering this Amendment and that more than eighty percent of the voting power of the Association approved this Amendment.

(D) Amendment of Section 11.4D of the Declaration (temporary suspension of right to use common area and of right to vote). At the present time, the Declaration provides that the Association has the right to "suspend any owners' rights to use and enjoy any portion or all of the common area". Through this amendment, the right of suspension of rights to use facilities would be limited to recreational facilities. As amended, this Section 11.4D is set forth below with any new words being typed in CAPITAL LETTERS and with any words deleted being typed with dashes through them (~~words deleted~~):

"Section 11.4D Temporary Suspension of Right to Use Recreational Facilities and of Right to Vote."

The Association shall have the right to suspend any owner's voting rights under this condominium plan; and/or to suspend any owner's rights to use and enjoy any portion or all of the RECREATIONAL FACILITIES (POOL, TENNIS COURTS, AND CLUBHOUSE) ~~common area (excepting limited common area)~~ and Association property for any period of time during which any assessment against his unit or any fee and charge

levied under this Declaration remains due and payable but unpaid, and also for a period not to exceed sixty (60) days for any infraction or violation of the provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association on the rules and regulations of the Association, with each day such an infraction or violation exists to constitute a separate instance for which such a suspension may be imposed, without necessity of giving notice in advance or on each day as to such infraction or violation. Any such infraction or violation by the members of the family of an owner who are residing on the premises, by his tenants, by contract purchasers from an owner, or by the guests or business invitees of an owner shall be attributed to the owner himself so that the voting rights and/or use and enjoyment rights of the owner may be suspended for such an infraction or violation. A suspension of the use and enjoyment rights shall bar not only the owner from the use of such rights, but shall also bar any person to whom he has delegated such rights or who claims the privilege of using such rights of use and enjoyment. If an owner's rights of use and enjoyment are so suspended, neither that owner nor persons holding delegated use rights through him may avoid such suspension by exercising rights of use and enjoyment delegated to him or them from another owner.

(E) Amendment of Section 13.20. Liability for Assessments with Regard to Other Purchasers.

With regard to any transfer of an ownership interest in a unit, other than to a first mortgagee under the provisions of the paragraph immediately above, the personal obligation for unpaid assessments, interest, charges, costs and fees shall NOT pass to the successors in title (whether or not the lien securing such obligations was extinguished through judicial proceedings) and each owner, by the acceptance of any right, title or interest in the unit (whether or not it shall be so expressed in the instrument of conveyance, will or other matter or document granting such owner, such right, title or interest) shall NOT be deemed to assume the personal liability to pay such unpaid obligations; ~~but such assumption shall not release any previous owner who was originally personally liable for the duty to pay said obligations.~~

SIXTH AMENDMENT

TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TIMBERLODGE CONDOMINIUM

This Sixth Amendment is made and entered into for the purpose of amending the Condominium Declaration for Timberlodge Condominium.

(A) Previous Recording Information. The original condominium documents and subsequent amendments to those documents, have been recorded in the Deed and Plat Records of Montgomery County, Ohio, as follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration, By-Laws, Articles of Incorporation and Drawings of this Development while it was known as Woodbridge Condominium	6/3/74	74 253A01	B. 97, P. 13
Amend No. 1 to Woodbridge Condominium	7/31/78	78 405C07	None
Declaration, By-Laws Articles of Incorporation and Drawings which completely revised Woodbridge and changed it to Timberlodge Condominium	9/29/78	78 551A01	B. 106, P. 41
First Amendment to Declaration of Condominium for Timberlodge	1/4/79	79 007B08	B. 107, P. 5
Affidavit for First Amendment	1/29/79	79 041E02	None

0022610

5

VICKI D. PEGG
RECORDER

99 DEC 10 PM 2:12
MONTGOMERY CO. OHIO
RECORDED

22-H

SIXTH AMENDMENT

TO THE DECLARATION OF CONDOMINIUM
WHICH ESTABLISHED A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

TIMBERLODGE CONDOMINIUM

A copy of this Sixth Amendment
has been filed with the office
of the Auditor of Montgomery
County, Ohio.

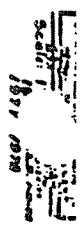
Auditor should place his
filing stamp here.

Prepared by:

Howard F. Claypoole
Attorney at Law
1760 Kettering Tower
Dayton, Ohio 45423
(513) 228-0802

NO TRANSFER NEEDED
1990 DEC 10 PM 2:07
DANA A. STAMPS
MONTGOMERY COUNTY

RECORDED AT DEED
MICROFICHE



TIMBERLODGE CONDOMINIUM SECTION ONE, TWO, THREE, FOUR

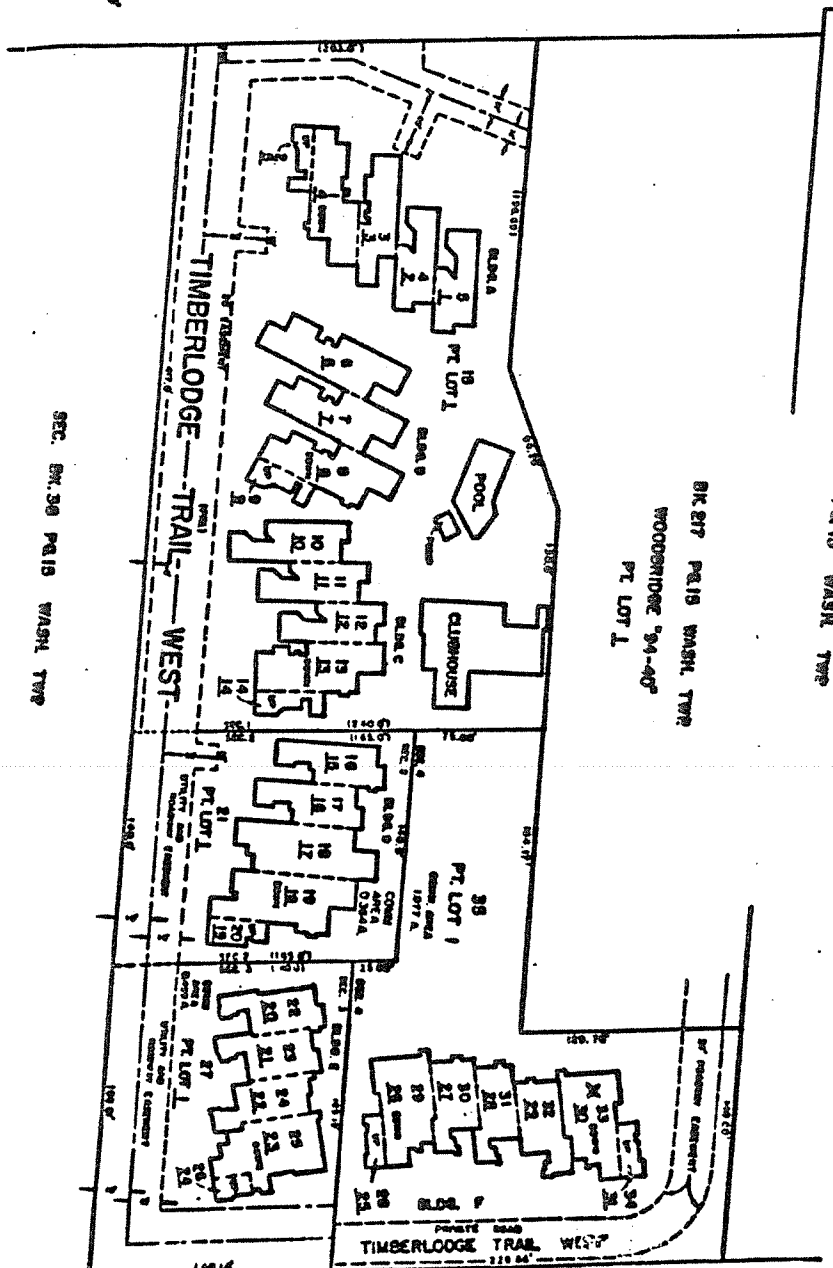
SEC. 36, T.3, R.5, MRS. WASHINGTON TWP
 BEING PART OF LOT No. 1 OF THE WOODBRIDGE PLAT AS RECORDED IN PL. BK. 94 PG. 40
 CORRECTIVE BUILDING & UNIT No.'S IN SEC. ONE REC. PL. BK. 107 PG. 5
 SEC. ONE REC. PL. BK. 106 PG. 41 CONT. 2,083 A.
 SEC. TWO REC. PL. BK. 107 PG. 65 CONT. 0,528 A.
 SEC. THREE REC. PL. BK. 109 PG. 21 CONT. 0,595 A.
 SEC. FOUR REC. PL. BK. 114 PG. 4 CONT. 1,077 A.

Note: REC. was WOODBRIDGE
 CONDOMINIUM SEC. ONE
 REC. PL. 97 PG. 13

Note: All members understood
 679 with members.

SEC. BK. 37 PG. 10 WASH. TWP

MIAMISBURG & CENTERVILLE PIKE
 ST. RT. 725 (2-M-29)



This instrument prepared by: JAMES R. GOULD, of the law firm of Brumbaugh, Corwin & Gould, 1300 Talbott Tower, Dayton, Ohio 45402, Telephone: 513/223-1201, for the exclusive use of Terra Firma Building Contractors, Inc., and solely for use with regard to the specific parcels of real estate described in Exhibit A-1 to the Declaration which establishes Timberlodge Condominium. Any reproduction or other use of all or any part of the language contained herein is expressly prohibited except with regard to the sale, financing, or insuring of any condominium unit contained in this plan or the administration or management of that condominium development.

Copyright, ©, 1978 by James R. Gould. All rights reserved. No portion of this instrument may be reproduced, copied or used without the prior express consent of the copyright holder, except as noted above.

Section 23.18. Restrictions on Management Contracts. Any agreement for professional management of this condominium project, as well as any other contract by which the Declarant is to provide services for this condominium project, must provide for termination on ninety day's written notice, and must have a maximum term of no more than three years.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant on the date first above mentioned.

Signed and Acknowledged
in the Presence of:

Terra Firma Building Con-
tractors, Inc.

James R. Gould
Edwin H. Barger Jr.

BY Donald R. Mathias

BY Edwin H. Barger Jr.

State of Ohio, County of Montgomery, ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named Terra Firma Building Contractors, I, an Ohio corporation, by Donald R. Mathias, its President and by Edwin H. Barger Jr., its Secretary, who acknowledged that they did execute the foregoing amended condominium Declaration for and on behalf of said corporation and of themselves individually and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio this 27 day of September, 1978.

James R. Gould
Notary Public

JAMES R. GOULD, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration Date.
Section 147.03 R.C.

SEP 29 '78

TRANSMITTED
ROBERT L. RODERER
COUNTY AUDITOR

7 552A03

EXHIBIT A-1

Description of Section One of Timberlodge Condominium

Located in Section 36, Town 3, Range 5 MRs, Washington Township, County of Montgomery, State of Ohio and being part of Lot 1, Woodbridge, as recorded in Plat Book 94, Page 40 in the Plat Records of Montgomery County, Ohio and being a tract of land described as follows:

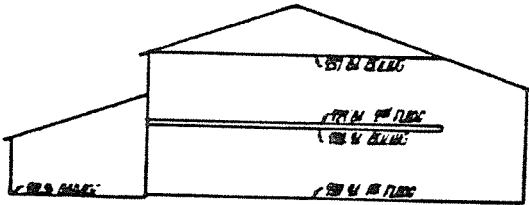
Beginning at the northwest corner of said Lot 1, Woodbridge, said point being in the South right-of-way of Miamisburg-Centerville Road (S.R. 725); thence with the North line of said Lot 1, Woodbridge, and with the South right-of-way of said Miamisburg-Centerville Road, North eighty-seven degrees forty minutes thirty seconds ($87^{\circ} 40' 30''$) East for two hundred and three and 00/100 (203.00) feet; thence South three degrees seven minutes forty-five seconds ($3^{\circ} 07' 45''$) West for one hundred and ninety-six and 69/100 (196.69) feet; thence South nineteen degrees fifty-two minutes zero seconds ($19^{\circ} 52' 00''$) East for ninety-four and 28/100 (94.28) feet; thence South three degrees seven minutes forty-five seconds ($3^{\circ} 07' 45''$) West for one hundred thirty and 00/100 (130.00) feet; thence South eighty-seven degrees forty minutes thirty seconds ($87^{\circ} 40' 30''$) West for two hundred and forty and 00/100 (240.00) feet to a point in the West line of said Lot 1, Woodbridge; thence with the West line of said Lot 1, Woodbridge, North three degrees seven minutes forty-five seconds ($3^{\circ} 07' 45''$) East for four hundred seventeen and 00/100 (417.00) feet to the point of beginning, containing 2.083 acres more or less and subject to all legal highways, easements, restrictions and agreements of record, according to a survey of said premises by Don F. Meek, Registered Surveyor, State of Ohio.

EXHIBIT B-3

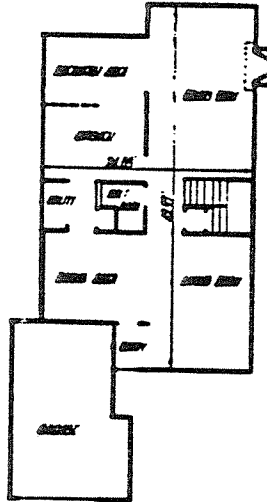
TIMBERLODGE CONDOMINIUM
SECTION THREE



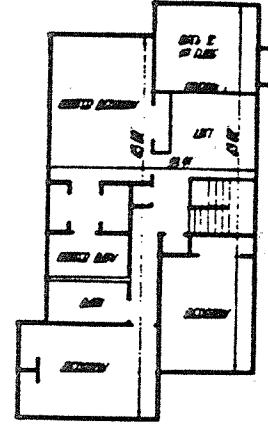
FRONT VIEW



FRONT SECTION

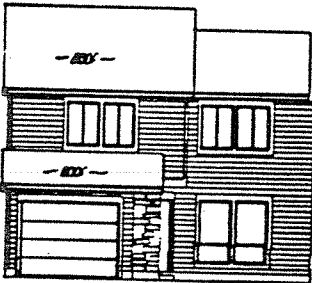


1ST FLOOR

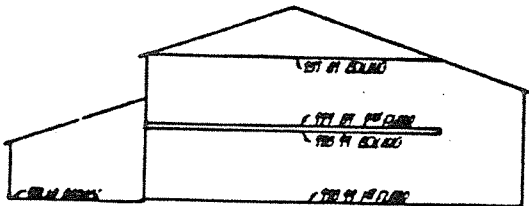


2ND FLOOR

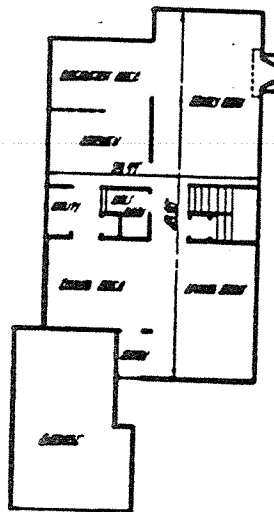
UNIT 20
1000 SQ. FT.



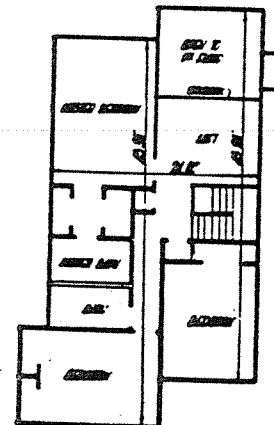
FRONT VIEW



FRONT SECTION



1ST FLOOR



2ND FLOOR

UNIT 21
1000 SQ. FT.

TIMBERLODGE CONDOMINIUM
SECTION THREE

SECTION 34 - PART 5 - DALLAS 5 M.D.S
WASHINGTON TERRACE UNIT MONTGOMERY COUNTY, TEXAS
SCALE: 1" = 80'

CONTAINING 0.595 ACRES
BEING PART OF LOT ONE OF WOODLIDGE PLAT AS RECORDED IN 28 14 88

DRAWN BY JUDOC ENGINEERING INC
BOX E. DAVID BEAD - HUTTERTOWN, MO

DESCRIPTION

THE UNDERSIGNED ENGINEER AND LICENSED SURVEYOR HAS TO AND FOR THE SURVEYSOR OF THE LATTER SECTION DESCRIBED AND SAID MATTERS MADE BY THE CONDOMINIUM PLAT HEREIN AS TIMBERLODGE CONDOMINIUM AS SET FORTH IN THE DECLARATION AND COVENANTS OF SAID CONDOMINIUM AND IN THE BYLAWS AND ARTICLES OF ASSOCIATION OF THE SAID CONDOMINIUM ASSOCIATION FILED WITH THE OFFICE OF MONTGOMERY COUNTY, TEXAS UNDER THE CONDOMINIUM STATUTES OF THE STATE OF TEXAS BY INSTRUMENTS NUMBERED D 28-551 ADI, D 28-001 DGS, D 28-912 ADI AND 28-272 ADI AND IN PLAT BOOKS NO. 76 61, 87 65 AND 87 65 AND IN THE THIRD INSTRUMENT TO THE DECLARATION WHICH WILL BE SIMILARLY RECORDED.

SIGNED AND RECORDED IN THE PRESENCE OF:

James A. Butler Jr.
Thomas A. Nelson

SECTION THREE BUILDING CONSTRUCTORS, INC.
Donald R. [Signature]
John [Signature]

David J. [Signature]
Barbara L. [Signature]

John C. [Signature]
Legal E. [Signature]

STATE OF TEXAS, COUNTY OF MONTGOMERY, SS

BE IT REMEMBERED THAT ON THIS 27th DAY OF October, 1991, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME SAID SECTION THREE BUILDING CONSTRUCTORS INC. AS AGENCY OF DAVID J. [Signature], AS PRESIDENT AND HENRY D. FOLKE, JR., ITS TREASURER. AND REPRESENTED THAT THEY DID SAID THIS DOCUMENT AS SAID OFFICERS AND THE SIGNER IS THE FACT AND VOLUNTARY ACT OF SAID ASSOCIATION AND OF THEMSELVES AS SAID OFFICERS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

James P. [Signature]
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

STATE OF TEXAS, COUNTY OF MONTGOMERY, SS

BE IT REMEMBERED THAT ON THIS 27th DAY OF October, 1991, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME SAID MONTGOMERY SECTION THREE AND LEGAL ASSOCIATION, AS REPRESENTED BY [Signature], PRESIDENT, [Signature], TREASURER, [Signature], PRESIDENT AND [Signature], PRESIDENT AND REPRESENTED THAT THEY DID SAID THIS DOCUMENT AS SAID OFFICERS AND THE SIGNER IS THE FACT AND VOLUNTARY ACT OF SAID ASSOCIATION AND OF THEMSELVES AS SAID OFFICERS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

David J. [Signature]
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

STATE OF TEXAS, COUNTY OF MONTGOMERY, SS

HENRY D. FOLKE, JR., DOES HEREBY CERTIFY THAT ALL RECEIPTS AND INSTRUMENTS, IN THE FACE OF HIS EXECUTOR, ATTORNEY IN THIS CONDOMINIUM OFFICE AS OFFICERS AS IS MENTIONED HAVE BEEN FILED IN HIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

John C. [Signature]
James P. [Signature]
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

THE RECORD OF INSTRUMENT IN THE COUNTY RECORD BOOK IS CORRECT BY LAW BUT IS SET FORTH IN THE THIRD INSTRUMENT TO THE CONDOMINIUM DECLARATION TO WHICH A SMALL SCALE COPY OF THE DRAWING IS ATTACHED.



EXHIBIT B-3

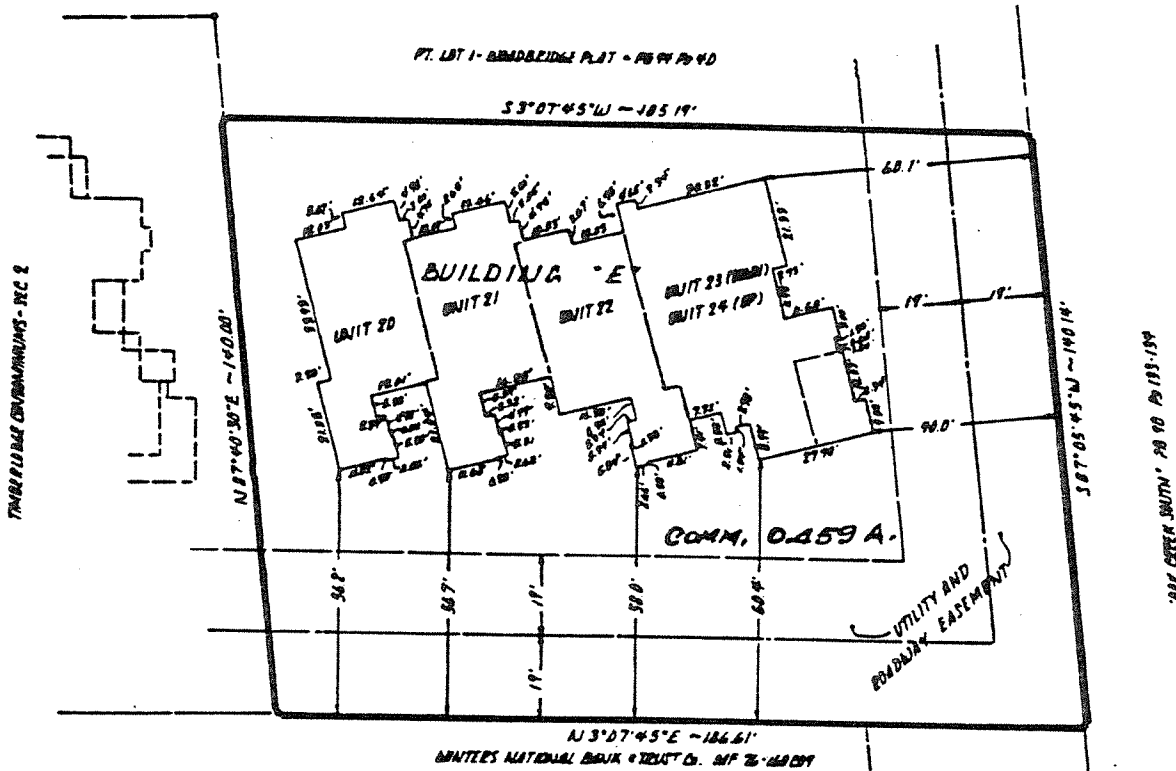
TIMBERLODGE CONDOMINIUM
SECTION THREE

SECTION 36-TOWNSHIP 3-RANGE 5, MKS
WASHINGTON TOWNSHIP - MONTGOMERY COUNTY - OHIO
SCALE - 1"=20' OCTOBER 1979

CONTAINING 0.595 ACRES

BEING PART OF LOT ONE OF WOODBRIDGE PLAT AS RECORDED IN PG 94 PG 40

JOHN W. JUDGE ENGINEERING CO.
221 E. DAVID ROAD, CETERON, OHIO



NOTE: DIMENSIONS SHOWN ARE FINISHED EXTERIOR WALLS.

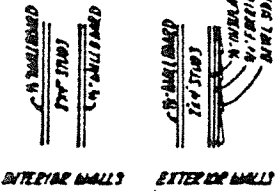
CERTIFICATION

THE WITHIN DRAWING OF TIMBER LODGE CONDOMINIUM SECTION THREE IS PART OF THE LANDS CONVEYED TO TERRA FIRMA BUILDING CONTRACTORS, INC. BY DEED RECORDED IN M.F. 79-40 OF RECORDS OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO, ALSO BEING PART OF LOT 1 OF THE WOODBRIDGE PLAT AS RECORDED IN PLAT BOOK 94, PAGE 40. THESE DRAWINGS SHOW GRAPHICALLY, INsofar AS POSSIBLE, ALL THE PARTICULARS OF THE LAND, BUILDINGS, AND OTHER IMPROVEMENTS INCLUDED IN THIS CONDOMINIUM, INCLUDING, BUT NOT LIMITED TO, THE LAYOUT, IDENTICAL DESIGNATIONS, AND DIMENSIONS OF EACH UNIT, THE LAYOUT, LOCATION, AND DIMENSIONS OF THE COMMON AREAS, AND LIMITED ENCROACHMENTS, THE LOCATION AND DIMENSIONS OF ALL APPURTENANT EASEMENTS OR ENCUMBRANCES, AND IF THE CONDOMINIUM PROPERTY IS NOT CONTIGUOUS, THE DISTANCES BETWEEN ANY PIECES OF LAND. THESE DRAWINGS ALSO INDICATE WHICH OF THE IMPROVEMENTS, IF ANY, HAVE BEEN BEGUN, BUT HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY THE USE OF THE PLANS (NOT YET COMPLETED).

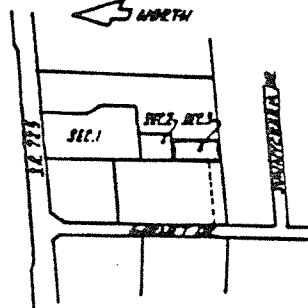
THESE DRAWINGS ACCURATELY SHOW THE BUILDING OR BUILDINGS AS CONSTRUCTED.

Thomas M. Donnell
THOMAS M. DONNELL, REG. SURVEYOR # 6524

John W. Judge
JOHN W. JUDGE, REG. ENGINEER # 20611



TYPICAL WALLS FOR UNITS



VICINITY MAP

APPROVED FOR DESCRIPTION AND OWNERSHIP
DATE 10-30-79
REGISTERED TO TERRA FIRMA
DATE 10-30-79

TRANSFERRED
CRED. E. FRECKER, L.L.C.

79 581011 -

John W. Judge Engineering Company

CONSULTANT ENGINEERING

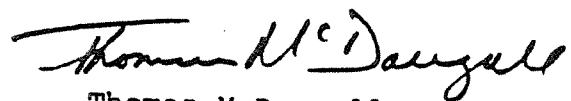
1201 EAST DAVID ROAD DAYTON, OHIO 45429
Description of Timberlodge Condominium
Section 3

Situate in Section 36, Town 3, Range 5 MRs, Washington Township, Montgomery County, Ohio, being a part of Lot One of the Woodbridge Plat as recorded in Book 94, Page 40 of the Plat Records of Montgomery County, Ohio and more particularly described as follows:

Beginning at a point at the southwest corner of the said Lot One of Woodbridge Plat, said point also being at the southeast corner of a tract of land conveyed to Winters National Bank and Trust Company as recorded in Microfiche 76-160C09 of the Deed Records of Montgomery County, Ohio, said point also being on the north line of Oak Creek South as recorded in Book 90, Page 133 and 134 of the Plat Records of Montgomery County, Ohio;

thence from said place of beginning N 03° 07' 45" E with the east line of said Winters Bank tract a distance of 186.61 feet to a point at the southwest corner of Timberlodge Condominiums, Section 2 as recorded in Book 107, Page 65 of the Plat Records of Montgomery County, Ohio; thence N 87° 40' 30" E with the south line of said Timberlodge Condominiums, Section 2 a distance of 140.00 feet to a point; thence S 3° 07' 45" W a distance of 185.19 feet to a point on the north line of the said Oak Creek South; thence S 87° 05' 45" W with said north line a distance of 140.14 feet to the place of beginning, containing 0.595 acres, more or less, subject, however, to all legal easements and restrictions of record.

Deed Reference: M.F. 78-410C11
M.F. 78-410D03
M.F. 78-410D05



Thomas McDougall
Registered Surveyor No. 6588
October 26, 1979

Signed and acknowledged
in the presence of:

TERRA FIRMA BUILDING
CONTRACTORS, INC.

[Handwritten Signature]

BY Donald R. Moultny
Donald R. Moultny, President

[Handwritten Signature]

BY [Handwritten Signature]
[Handwritten Name] its Secretary

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state,
personally appeared Terra Firma Building Contractors, Inc., an Ohio
corporation, by and through Donald R. Moultny, its President and
Edwin H. B... .., its Secretary, who acknowledged
that they did execute the foregoing Third Amendment for and on behalf
of said corporation and that the same is the free act and deed of said
corporation and of themselves individually and as such officers
for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal in Montgomery County, Ohio on this 30th day of October,
1979.

Marilyn S. Eldridge
Notary Public
MARILYN S. ELDRIDGE, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 10, 1983

62, 00

79 581000-

TRANSFERRED

Signed and acknowledged
in the presence of:

TIMBERLODGE HOMEOWNERS' ASSOCIATION

[Signature]

BY Donald R. Moultney
Donald R. Moultney, President

[Signature]

BY Edwin H. Bousquet
Edwin H. Bousquet, Secretary

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personally appeared Timberlodge Homeowners' Association, an Ohio non-profit corporation, by and through Donald R. Moultney, its President and Edwin H. Bousquet, its Secretary, who acknowledged, being first duly cautioned and sworn, that they executed the foregoing Third Amendment for and on behalf of said Association and that the same is the free act and deed of said Association and of themselves individually and as such officers for the uses and purposes therein mentioned, and that the holders of not less than eighty percent of the voting power of the Association have given written consent to this action of the Association in amending certain terms and provisions of the Declaration.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Montgomery County, Ohio, on this 30th day of October, 1979.

Marilyn S. Eldridge
Notary Public

MARILYN S. ELDRIDGE, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 10, 1983

OCT 30 1979

-6-

TRANSFERRED
-88-18-

79 581000

(I) Percentage Interest Held by Each Unit. In Section 8.5 on page 13 of the Declaration, the number "nineteen" (representing the total number of units included in the condominium plan is hereby amended to read "twenty-four." Further, the numerical listing of units and percentage interest in the common area now set forth in said Section 8.5 is hereby amended to read as follows, with such percentages being computed on the fair value of each unit (based on the size of that unit) compared to the value of all units (based on the combined size of all units):

<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>
1	4.43	13	3.90
2	4.43	14	4.03
3	4.54	15	4.43
4	3.90	16	4.43
5	4.03	17	4.54
6	4.54	18	3.90
7	4.54	19	4.03
8	3.90	20	3.90
9	4.03	21	3.90
10	4.43	22	3.90
11	4.43	23	3.72
12	4.43	24	3.69
			<u>100.00%</u>

(J) No Other Changes. No changes or revisions are hereby made in the Declaration for Timberlodge Condominium with the exception of those set forth above.

IN WITNESS WHEREOF, this Third Amendment to the Timberlodge Declaration has been executed on the date set forth on the first page hereby by Timberlodge Homeowners' Association and also by Terra Firma Building Contractors, Inc., an Ohio corporation which constitutes the Declarant under this condominium plan.

(F) Number of Units. Section 5.6 on page 10 is hereby amended to read as follows:

"The total number of units is twenty-four."

(G) Patios. Section 7.5 is hereby amended so as to cause it to refer to the patios accompanying certain of the units which are now added to the condominium plan by this Third Amendment. Accordingly, said Section is hereby amended to read as follows:

"Each of the units included in this condominium plan (excepting units 5, 9, 14, 19, and 24) has immediate and private access through a doorway through the outside structural walls surrounding that unit to an outside patio or patios immediately adjoining that unit and situated on the first or ground floor level. Each such concrete slab patio shall constitute limited common area reserved for the exclusive use of the unit which it adjoins and to which it has such access. All such patios are either depicted in Exhibit B-1 attached to this Declaration or are visible by an inspection of the site and by such inspection are identifiable as being separate from any other such limited common area."

(H) Sundecks. Section 7.6 is hereby amended to read as follows, for the purpose of expanding the explanation regarding sundecks to include the five units now being added to the condominium plan through this Third Amendment:

"The following units contained in this condominium plan have, on the second floor thereof, immediate and private access through a doorway in the outside structural walls surrounding said unit to an outside sundeck immediately adjoining that unit and situated on the second floor level: 2, 5, 9, 10, 11, 12, 14, 19 and 24. Each such sundeck shall constitute limited common area reserved for the exclusive use of the unit which it adjoins and to which it has such access. All such sundecks are depicted on Exhibit B-1 attached to this Declaration."

IN WITNESS WHEREOF, This Fourth Amendment to the Declaration for Timberlodge Condominium has been executed on the date set forth on the first page by 33-A Corp. as the Declarant and by Timberlodge Homeowners' Association.

Signed and Acknowledged in the Presence of:

[Signature]
As to 33-A Corp. Officers

[Signature]
As to 33-A Corp. Officers

[Signature]
As to Association Officers

[Signature]
As to Association Officers

33-A Corp.

BY [Signature]
President

BY [Signature]
Vice President

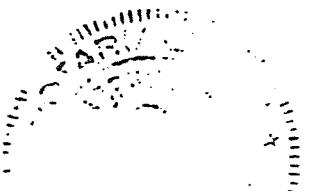
Timberlodge Homeowners' Association

BY [Signature]
President

BY [Signature]
Vice President-Secretary

State of Ohio, County of Montgomery, ss:

The foregoing document was acknowledged before me on this 26 day of June, 1981 by Donald A. Moeller as President and by Marvin Shultz as Vice President of 33-A Corp., an Ohio corporation, on behalf of that corporation.



[Signature]
Notary Public

<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>
1	3.44%	17	3.52%
2	3.44	18	3.03
3	3.52	19	3.12
4	3.03	20	3.02
5	3.12	21	3.02
6	3.52	22	3.02
7	3.52	23	2.87
8	3.03	24	2.86
9	3.12	25	3.31
10	3.44	26	3.00
11	3.44	27	3.28
12	3.44	28	3.29
13	3.03	29	3.28
14	3.12	30	2.98
15	3.44	31	3.31
16	3.44		<u>100.00%</u>

(J) No Other Changes. No changes or revisions are made in the Declaration for Timberlodge Condominium other than those set forth above in this Fourth Amendment.

(K) Transfer of Status as Declarant. Terra Firma Building Contractors, Inc., the previous Declarant of Timberlodge Condominium has transferred and conveyed its ownership of the real estate described in Exhibit A-4 to 33-A Corp., an Ohio corporation, by a deed recorded at Microfiche 80-572A03. Terra Firma Building Contractors, Inc. has also transferred and conveyed to 33-A Corp. the status as Declarant of Timberlodge Condominium through the Assignment attached to and made a part of this Fourth Amendment.

constitute Limited Common Area reserved for the exclusive use of the unit which it adjoins and to which it has access through the door referred to above. All such patios are either depicted on the plans and drawings attached to this Declaration and labeled Exhibit 'B-1' through 'B-4' or are visible by an inspection of the site and by such inspection are identifiable as separate from other Common and Limited Common Area."

(H) Sundecks. Section 7.6 is amended to expand the explanation as to sundecks to include the units now being added to the condominium plan. As amended, it will read as follows:

"The following units have second floor sundecks: units 2, 5, 9, 10, 11, 12, 14, 19, 24, 25 and 31. Access to these sundecks is through a doorway in the exterior second floor wall of the units just referred to. Each such sundeck constitutes Limited Common Area reserved for the exclusive use of the unit that it adjoins and to which it has such access. All such sundecks are depicted on the plans and drawings attached to this Declaration as Exhibit 'B-1' through 'B-4'."

(I) Percentage Interest Held by Each Area. In Section 8.5 on page 13 of the Declaration, the number "twenty-four" (representing the total number of units previously included in the condominium plan) is now amended to read "thirty-one". In addition, the numerical listing of units and the percentage interest in the Common Area held by each unit set forth in Section 8.5 is amended to read as set forth below. All the percentages are computed on the basis of the fair value of each unit (based on the size of that unit) compared to the value of all units (based on the combined size of all units):

"Exhibits B-1, B-2, B-3 and B-4 of this Declaration as amended".

(E) Number of Buildings. Section 4.1 on page 9 of the Declaration is amended to read as follows:

"There are six residential buildings contained in this condominium plan, as set forth below:

Building Identification	Units
A	1 through 5
B	6 through 9
C	10 through 14
D	15 through 19
E	20 through 24
F	25 through 31

There is also a community building that is designated as a clubhouse on the drawings attached as Exhibit B-1."

(F) Number of Units. Section 5.6 on page 10 is amended to read as follows:

"The total number of units is thirty-one."

(G) Patios. Section 7.5 is amended to refer to the patios accompanying certain of the units that are added to the condominium plan by this Fourth Amendment. As amended, it will read as follows:

"Every unit included in this condominium plan has either a ground floor patio or a second floor sundeck as Limited Common Area. Some units have both.

Every unit except 5, 9, 14, 19, 24, 25 and 31 has a concrete slab patio adjoining it on the ground floor level, and is connected to the patio by a doorway in the exterior wall of that unit. Each such patio shall

22 through 22.16 on pages forty-seven through fifty-two of the Declaration, which pages and sections grant to the Declarant the power to annex additional land and buildings to the condominium plan for Timberlodge Condominium within seven years from the September 29, 1978 date the original Declaration was recorded.

(C) Additional Exhibits. The Declaration is hereby amended by the addition thereto of Exhibit A-4 which constitutes the legal description of the real property being annexed to the condominium plan by this Fourth Amendment, and by the addition of Exhibit B-4 which constitutes the plot plan and floor plan drawings of the real property and residential dwelling Units being annexed to the condominium plan by this Fourth Amendment. Said Exhibits are attached hereto and made a part hereof and are also recorded in the Plat Records of Montgomery County, Ohio as required by law.

(D) References to Exhibits A-1 and B-1. The Declaration is further amended so as to provide that each and every reference to Exhibit A-1 shall be deemed to read, "Exhibits A-1, A-2, A-3 and A-4 of this Declaration as amended".

The Declaration is further amended so as to provide that each and every reference to Exhibit B-1 shall be deemed to read,

Affidavit for First Amendment	1/29/79	79 041E02	None
Second Amendment to the Declaration of Condominium	6/12/79	79 292A08	B. 107, P. 65
Third Amendment to the Declaration of Condominium	10/30/79	79 581C02	B. 107, P. 21-21D

(B) Purpose of this Fourth Amendment to Timberlodge Condominium. The original Declaration for Timberlodge Condominium was executed and recorded as to certain land and buildings referred to therein as Section One. Said Declaration provided for the subsequent addition or annexation of additional property to the condominium plan. The Second Amendment added and annexed certain land and buildings referred to as Section Two of Timberlodge Condominium. The Third Amendment added and annexed more land and buildings referred to as Section Three of Timberlodge Condominium. The purpose of this Fourth Amendment is to add and annex to this condominium plan certain land and a certain building referred to herein as Section Four of Timberlodge Condominium.

This Fourth Amendment adds to the condominium plan a portion of the land described in Exhibit "C" (attached to the original Declaration that was recorded September 29, 1978) together with certain units constructed thereon. Accordingly, this Fourth Amendment is made under the provisions of Sections

FOURTH AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
 TIMBERLODGE CONDOMINIUM

This Fourth Amendment is made and entered into this 26
day of June, 1981, for the purpose of amending the con-
 dominium Declaration for Timberlodge Condominium.

(A) Previous Recording Information. The original con-
 dominium documents, and subsequent amendments to those documents,
 have been recorded in the Deed and Plat Records of Montgomery
 County, Ohio as follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration, By-Laws Articles of Incorpor- ation, and Drawings of this Development while it was known as Woodbridge Condominium	6/3/74	74 253A01	B. 97, P. 13
Amendment No. 1 to Woodbridge Condominium	7/31/78	78 405C07	None
Declaration, By-Laws, Articles of Incorpor- ation and Drawings which completely revised Woodbridge and changed it to Timberlodge Condominium	9/29/78	78 551A01	B. 106, P. 41
First Amendment to Timberlodge Con- dominium	1/4/79	79 007B08	B. 107, P. 5

10547

VIC
362

JUL 17 3 11 PM '81

FOURTH AMENDMENT

TO THE DECLARATION OF CONDOMINIUM
WHICH ESTABLISHED A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

TIMBERLODGE CONDOMINIUM

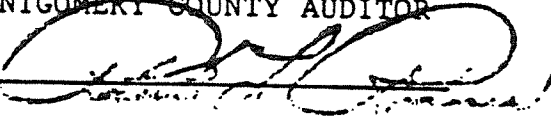
Prepared by:

A copy of this Fourth Amendment
and its accompanying condominium
drawings has been filed with
the office of the Auditor of
Montgomery County, Ohio.

JAMES R. GOULD
of the law firm of
Altick & Corwin
1300 Talbott Tower
Dayton, Ohio 45401
Telephone: 513/223-1201

MONTGOMERY COUNTY AUDITOR

By



Condominium drawings for this Fourth Amendment are recorded in
Plat Book 114 at Page(s) 4 thru 4D 18, 21, 22.

RECORDED
INDEXED

- 81 305D01 -

the plot plan and floor plan drawings of the real property and residential dwelling units being annexed to the condominium plan by this Third Amendment. Said Exhibits are attached hereto and made a part hereof and are also recorded in the Plat Records of Montgomery County, Ohio as required by law.

(D) References to Exhibits A-1 and B-1. The Declaration is hereby further amended so as to provide that each and every reference therein to Exhibit A-1 shall be deemed to read, "Exhibits A-1, A-2 and A-3 of this Declaration as amended."

The Declaration is hereby further amended so as to provide that each and every reference therein to Exhibit B-1 shall be deemed to read, "Exhibits B-1, B-2 and B-3 of this Declaration as amended."

(E) Number of Buildings. Section 4.1 on page 9 of the Declaration is hereby amended to read as follows:

"There are five residential buildings contained in this condominium plan, as set forth below:

<u>Building Identification</u>	<u>Units</u>
A	1 through 5
B	6 through 9
C	10 through 14
D	15 through 19
E	20 through 24

There is also a community building which is designated as a clubhouse on the drawings attached as Exhibit B-1."

Affidavit for First Amendment	1/29/79	79 041E02	None
Amendment No. 2 to the Declaration of Condominium	6/12/79	79 292A08	B. 107, P. 65

(B) Purpose of this Third Amendment to Timberlodge Condominium

The original Declaration for Timberlodge Condominium was executed and recorded as to certain land and buildings referred to therein as Section One. Said Declaration provided for the subsequent addition or annexation of additional property to the condominium plan. The Second Amendment added and annexed certain land and buildings which are referred to as Section Two of Timberlodge Condominium. The purpose of this Third Amendment is to add and annex to this condominium plan certain land and a certain building which is referred to herein as Section Three of Timberlodge Condominium.

This Third Amendment adds a portion of the land described in Exhibit "C" (to the original Declaration) together with certain units constructed thereon to the condominium plan. Accordingly, this Third Amendment is also made under the provisions of Sections 22 through 22.16 on pages forty-seven through fifty-two of the Declaration, which pages and Sections grant to the Declarant the power to annex additional land and buildings to the condominium plan for Timberlodge Condominium within seven years from the date the original Declaration was recorded.

(C) Additional Exhibits. The Declaration is hereby amended by the addition thereto of Exhibit A-3 which constitutes the legal description of the real property being annexed to the condominium plan by this Third Amendment, and by the addition of Exhibit B-3 which constitutes

THIRD AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
 TIMBERLODGE CONDOMINIUM

This Third Amendment is made and entered into this 29th day of October, 1979, for the purpose of amending the condominium Declaration for Timberlodge Condominium.

(A) Previous Recording Information. The original condominium documents, and subsequent amendments to those documents, have been recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration, By-Laws, Articles of Incorporation, and Drawings of this Development while it was known as Woodbridge Condominium	6/3/74	74 253A01	B. 97, P. 13
Amendment No. 1 to Woodbridge Condominium	7/31/78	78 405C07	None
Declaration, By-Laws, Articles of Incorporation and Drawings which completely revised Woodbridge and changed it to Timberlodge Condominium	9/29/78	78 551A01	B. 106, P. 41
Amendment No. 1 to Timberlodge Condominium	1/4/79	79 007B08	B. 107, P. 5

21949

VICKI D. PEGG
RECORDER

Fee 54⁵⁰ N

OCT 30 3 40 PM '79

MONTGOMERY CO. OHIO
RECORDED

THIRD AMENDMENT

TO THE DECLARATION OF CONDOMINIUM
WHICH ESTABLISHED A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

TIMBERLODGE CONDOMINIUM

Prepared by:

JAMES R. GOULD
of the law firm of
Brumbaugh, Corwin & Gould
1300 Talbott Tower
Dayton, Ohio 45402
Telephone: 513/223-1201

A copy of the condominium
documents and drawings has
been filed with the office of
the Auditor of Montgomery
County, Ohio on this 3 day
of October, 1979.

MONTGOMERY COUNTY AUDITOR

BY 

Condominium drawings for this Third Amendment are recorded in
Plat Book 109 at Page(s) 21 THRU 21D

RECORDED
MONTGOMERY

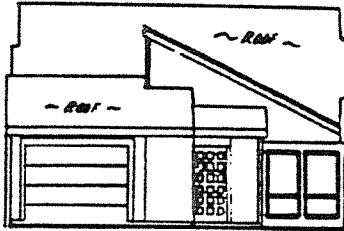
79 8102
20018
62

EXHIBIT 'D-2'

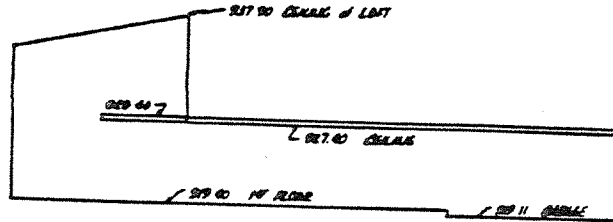
TIMBERLODGE CONDOMINIUM

SECTION 700

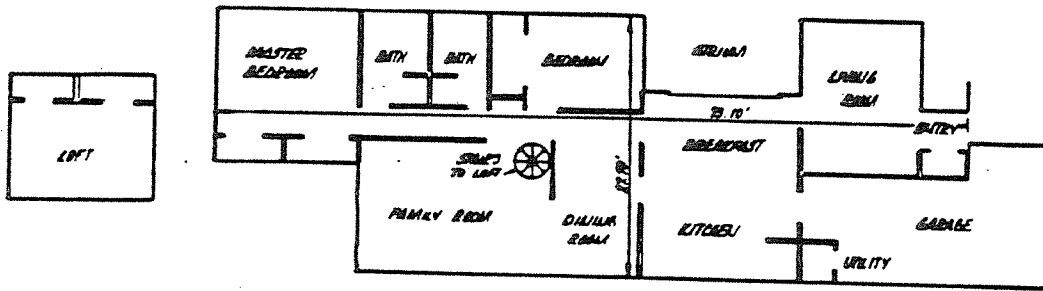
SEC. 34 - 73-25-DMS - WASHINGTON TWP
MONTGOMERY COUNTY - MD



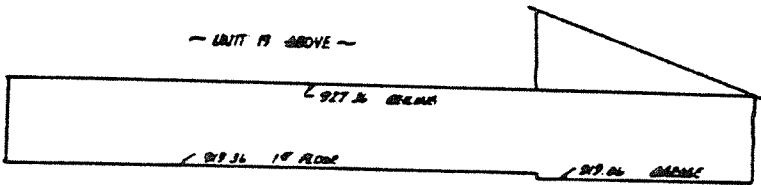
FRONT VIEW



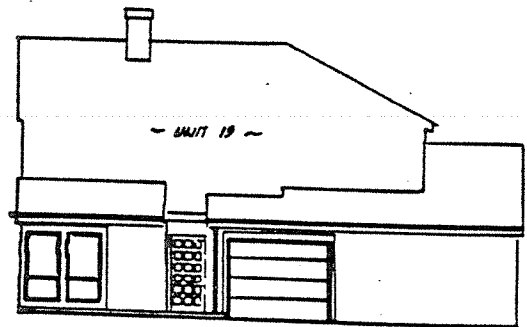
LEFT SECTION



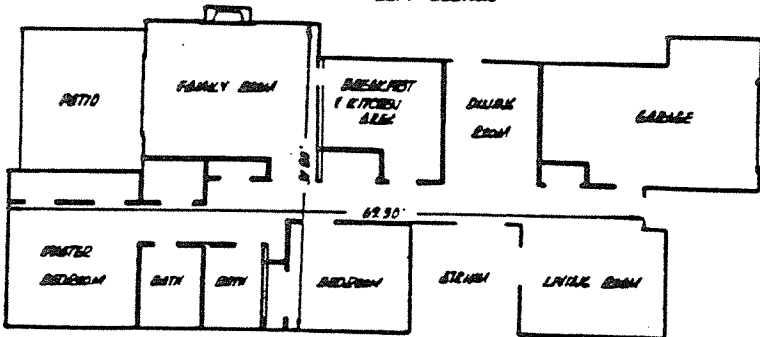
1ST FLOOR
UNIT 17
APPROX. 2130 SF



LEFT SECTION



FRONT VIEW



1ST FLOOR

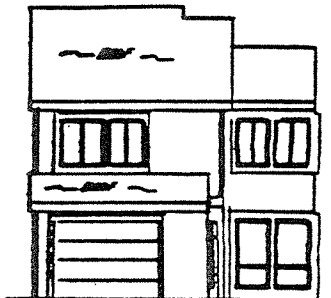
UNIT 18
APPROX. 2130 SF

222BC7

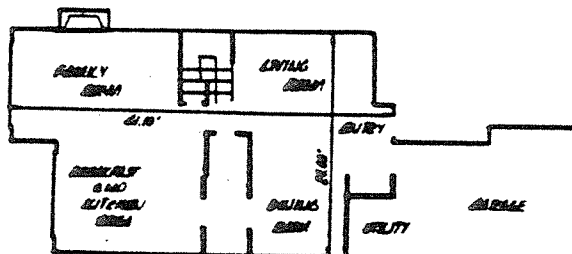
TIMBERLOOSE CONDOMINIUM

SECTION TWO

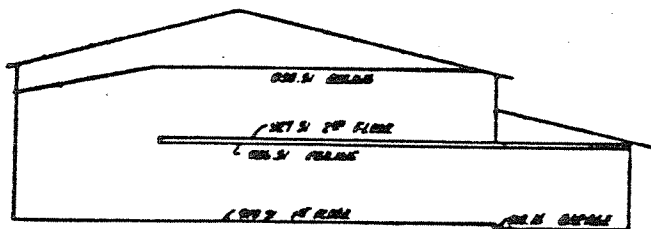
SEC 2-74-26-025 - WASHINGTON TWP.
MONTGOMERY COUNTY - MD



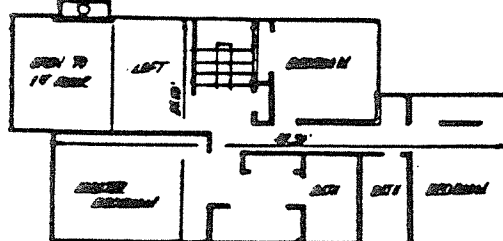
FRONT VIEW



1ST FLOOR

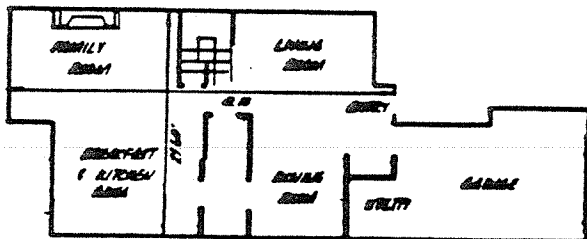


LEFT SECTION

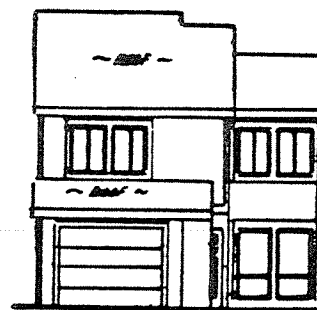


2ND FLOOR

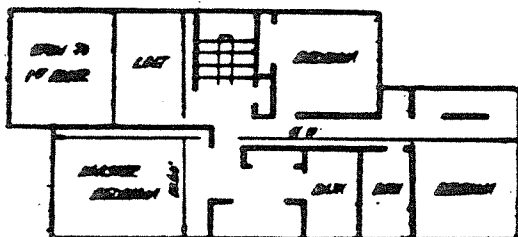
UNIT 15
APPROX 2000 SF



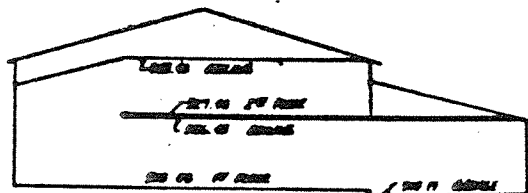
1ST FLOOR



FRONT VIEW



2ND FLOOR



LEFT SECTION

UNIT 16
APPROX 2000 SF

NO 000006



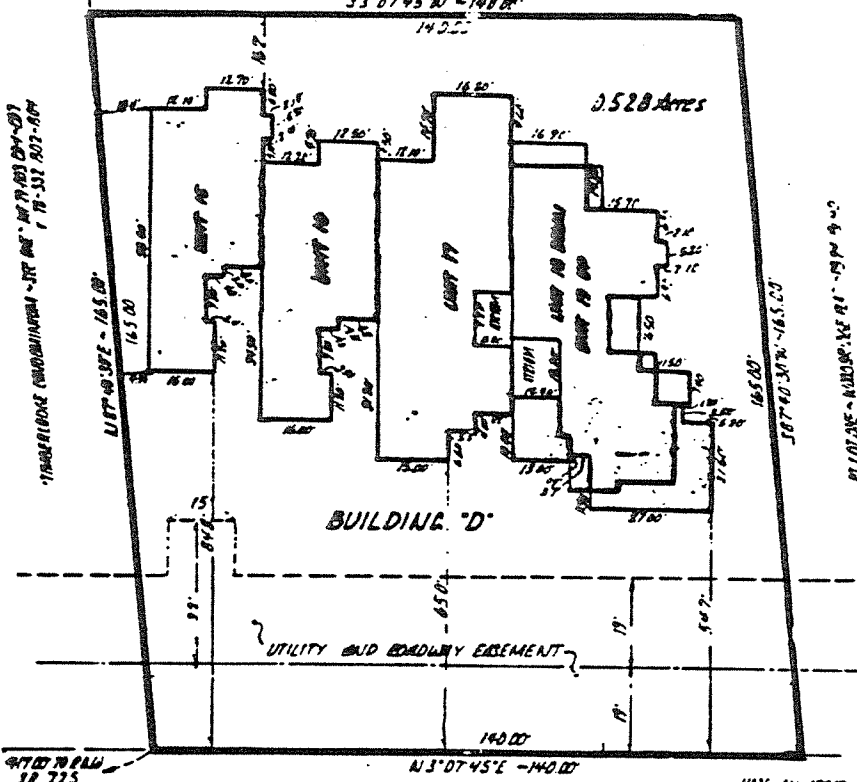
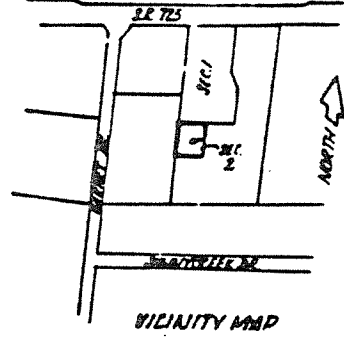
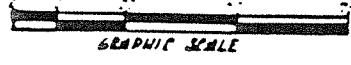
EXHIBIT B-2
TIMBERLODGE CONDOMINIUM
SECTION TWO

SECTION 36-TOWNSHIP - BRUCE S. MRS
WASHINGTON TOWNSHIP - MONTGOMERY COUNTY - OHIO
SCALE 1"=20'

CONTAINING 0.528 ACRES

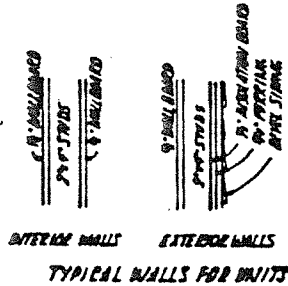
BEING PART OF THE WOODS DEL REALS RECORDED IN PLAT BOOK

PREPARED BY
JOHN W. JUDGE ENGINEERING CO
1201 E. DAVID ROAD, LEXINGTON, OHIO



CHARTERS NOTED: BANK & TRUST CO. MAP 76-168-009

NOTE - ALL AREAS NOT SHADED ARE COMMON AREAS. ALSO ALL AREAS BELOW 'UNIT' ELEVATION OF SHADED AREAS ARE COMMON AREAS.



THE UNDERSIGNED OWNER AND LIENHOLDER HEREBY CONSENT TO AND JOIN IN THE SUBMISSION OF THE LANDS HEREIN DESCRIBED AND THEIR INTERESTS THEREIN TO THE CONDOMINIUM PLAN (KNOWN AS TIMBERLODGE CONDOMINIUM) AS SET FORTH IN THE DECLARATION AND DRAWINGS OF SUCH CONDOMINIUM AND IN THE BYLAWS AND ARTICLES OF INCORPORATION OF THE OWNERS ASSOCIATION FILED WITH THE RECORDER OF MONTGOMERY COUNTY, OHIO UNDER THE CONDOMINIUM STATUTES OF THE STATE OF OHIO AT RECORDING NUMBERS 8-78-483427, 8-78-007804 AND 8-78-418621 AND IN PLAT BOOKS 104, PG. 43 AND 107, PG. 6 AND IN THE SECOND AMENDMENT TO THE DECLARATION WHICH WILL BE SIMILARLY RECORDED.

WITNESSED AND ACKNOWLEDGED IN THE PRESENCE OF:
[Signatures]
TERRA FIRMA BUILDING CONTRACTORS, INC.
BY *[Signature]* PRES
BY *[Signature]* VICE PRES
HOUSTEAD FEDERAL SAVINGS AND LOAN ASSOCIATION
BY *[Signature]* PRES
BY *[Signature]* ASST. VICE PRES

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.
WILLIAM A. BOGERS, BEING DULY SWORN SAYS THAT ALL PERSONS AND CORPORATIONS TO THE BEST OF HIS KNOWLEDGE, INTERESTED IN THIS CONDOMINIUM EITHER AS OWNERS OR AS LIENHOLDERS HAVE UNITED IN ITS EXECUTION.
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.
Notary Public in and for Montgomery County, Ohio
June 1, 1982
BY COMMISSION EXPIRES

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.
BE IT REMEMBERED THAT ON THIS 23rd DAY of MAY 1979, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME SAID TERRA FIRMA BUILDING CONTRACTORS, INC., AS OWNER, BY *[Signature]* ITS PRESIDENT AND WILLIAM A. BOGERS ITS VICE PRES WHO ACKNOWLEDGED THAT THEY DID SIGN THIS DRAWING AS SUCH OFFICERS AND THE SAME IS THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION AND OF THEMSELVES AS SUCH OFFICERS.
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.
Notary Public in and for Montgomery County, Ohio
BY COMMISSION EXPIRES

CERTIFICATION: THE WITHIN DRAWING OF SECTION TWO OF TIMBERLODGE CONDOMINIUM IS A COPY OF THE LANDS CONVEYED TO TERRA FIRMA BUILDING CONTRACTORS, INC. BY DEED RECORDED IN BOOK 78-483427, 888, 889 OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO ALSO BEING PART OF LOT NO. 2 OF THE WOODS DEL REALS RECORDED IN PLAT BOOK 104, PAGE 40.
THESE DRAWINGS SHOW GRAPHICALLY, INsofar AS IS POSSIBLE, ALL THE PARTICULARS OF THE LAND, BUILDINGS, AND OTHER IMPROVEMENTS INCLUDED IN THIS CONDOMINIUM INCLUDING, BUT NOT LIMITED TO, THE LAY-OUT, LOCATION, DESIGNATION, AND DIMENSIONS OF EACH UNIT, THE LAY-OUT, LOCATION, AND DIMENSIONS OF THE COMMON AREA AND LIMITED COMMON AREA, AND IF THE CONDOMINIUM PROPERTY IS NOT CONTIGUOUS, THE DISTANCES BETWEEN ANY PARCELS OF LAND. THESE DRAWINGS ALSO INDICATE WHICH OF THE IMPROVEMENTS, IF ANY, HAVE BEEN BEGUN BUT HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY THE USE OF THE DRAWING (NOT YET COMPLETED).
THESE DRAWINGS ACCURATELY SHOW THE BUILDING OR BUILDINGS AS CONSTRUCTED.
Notary Public in and for Montgomery County, Ohio
BY COMMISSION EXPIRES

208262-2

Professional seals and stamps for John W. Judge, Registered Surveyor #1112, and Fred E. Frecker, P.E., Registered Professional Engineer #8888. Includes a circular seal for the State of Ohio and a rectangular seal for the Surveyor's office.

John W. Judge Engineering Company

CONSULTANT ENGINEERING

1201 EAST DAVID ROAD DAYTON, OHIO 45429

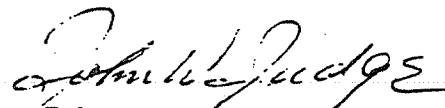
Description of Timberlodge Condominium
Section Two

Situate in Section 36, Town 3, Range 5 MRs, Washington Township, Montgomery County, Ohio being a part of Lot Number One of the Woodbridge Plat as recorded in Book 94, Page 40 of the Plat Records of Montgomery County, Ohio and more particularly described as follows:

Beginning at the southwest corner of Timberlodge Condominium, Section One as recorded in Microfiche 79-003C04 of the Records of Montgomery County, Ohio, said point also being S 3° 07' 45" W a distance of 417.00 feet from the south right of way line of State Route 725 and being on the west boundary line of Woodbridge as recorded in Book 94, Page 40 of the Plat Records of Montgomery County, Ohio;

thence from said place of beginning N 87° 40' 30" E with the south line of Timberlodge Condominium, Section One a distance of 165.00 feet to a point; thence S 3° 07' 45" W on a new division line a distance of 140.00 feet to a point; thence S 87° 40' 30" W a distance of 165.00 feet to a point on the west boundary of said Woodbridge; thence N 3° 07' 45" E with said Woodbridge boundary a distance of 140.00 feet to the place of beginning containing 0.528 acres, more or less, subject, however, to all legal easements and restrictions of record.

Deed Reference:


John W. Judge
May 23, 1979

IN WITNESS WHEREOF, this Second Amendment to the Timberlodge Declaration has been executed on the date set forth on the first page hereof by Timberlodge Homeowners' Association and also by Terra Firma Building Contractors, Inc., an Ohio corporation which constitutes the Declarant under this condominium plan.

Signed and acknowledged in the presence of:

[Handwritten signatures of witnesses]

TIMBERLODGE HOMEOWNERS' ASSOCIATION

By *Donald R. Moultney*
Donald R. Moultney, President
By *William A. Rogers*
William A. Rogers, Exec. Vice Preside

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personally appeared Timberlodge Homeowners' Association, an Ohio non-profit corporation, by and through Donald R. Moultney, its President and William A. Rogers, its Treasurer, who acknowledged, being first duly cautioned and sworn, that they executed the foregoing Second Amendment for and on behalf of said Association and that the same is the free act and deed of said Association and of themselves individually and as such officers for the uses and purposes therein mentioned, and that the holders of not less than eighty percent of the voting power of the Association have given written consent to this action of the Association in amending certain terms and provisions of the Declaration.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Montgomery County, Ohio, on this 25th day of May, 1979

Joseph P. M. Laughlin
Notary Public

JOSEPH P. M. LAUGHLIN, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 21, 1981

JUN 12 1979

TRANSFERRED
GENERAL
RECORDS
MONTGOMERY COUNTY
AUDITOR

7. 295 B02

Signed and acknowledged
in the presence of:

TERRA FIRMA BUILDING
CONTRACTORS, INC.

[Handwritten signatures]

By *[Signature]*
Donald R. Moultney, President
By *[Signature]*
William A. Rogers, Exec Vice Presid

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personally appeared Terra Firma Building Contractors, Inc., an Ohio corporation, by and through Donald R. Moultney, its President and William A. Rogers, its Vice President, who acknowledged that they did execute the foregoing Second Amendment for and on behalf of said corporation and that the same is the free act and deed of said corporation and of themselves individually and as such officers for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Montgomery County, Ohio on this 15th day of May, 1979.

[Signature]
Notary Public

JOSEPH P. McLaughlin, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 31, 1980

75 292 BOC

JUN 12 1979
TERRA FIRMA BUILDING CONTRACTORS, INC.
MONTGOMERY COUNTY, OHIO

"Each of the units included in this condominium plan (excepting Units 5, 9, 14, and 19) has immediate and private access through a doorway through the outside structural walls surrounding that unit to an outside patio or patios immediately adjoining that unit and situated on the first or ground floor level. Each such concrete slab patio shall constitute limited common area reserved for the exclusive use of the unit which it adjoins and to which it has such access. All such patios are depicted in Exhibit B-1 attached to this Declaration."

(I) Sundecks. Section 7.6 is hereby amended to read as follows, for the purpose of expanding the explanation regarding sundecks to include the five units now being added to the condominium plan through this Second Amendment:

"The following units contained in this condominium plan have, on the second floor thereof, immediate and private access through a doorway in the outside structural walls surrounding said unit to an outside sundeck immediately adjoining that unit and situated on the second floor level: 2, 5, 9, 10, 11, 12, 14, and 19. Each such sundeck shall constitute limited common area reserved for the exclusive use of the unit which it adjoins and to which it has such access. All such sundecks are depicted on Exhibit B-1 attached to this Declaration."

(J) Percentage Interest Held by Each Unit. In Section 8.5 on page 13 of the Declaration, the number "fourteen" (representing the total number of units included in the condominium plan is hereby amended to read "nineteen". Further, the numerical listing of units and percentage interest in the common area now set forth in said Section 8.5 is hereby amended to read as follows, with such percentages being computed on the fair value of each unit (based on the size of that unit) compared to the value of all units (based on the combined size of all units):

<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>
1	5.48	11	5.48
2	5.48	12	5.48
3	5.61	13	4.82
4	4.82	14	4.98
5	4.98	15	5.48
6	5.61	16	5.48
7	5.61	17	5.61
8	4.82	18	4.82
9	4.98	19	4.98
10	5.48		<u>100.00</u>

(K) Commencement of Assessments for Newly Added Units. In order to comply with the requirements of 5311.25 (F) which specifies that the declarant must pay a full share of all common expense assessments levied against condominium units brought into existence on and after October 1, 1978, Section 13.9 on page 26 of the Declaration is hereby amended so as to make it clear that the sixty-five percent of assessment rate on units owned by the declarant is applicable only to Units 1 through 14.

"The monthly assessments provided for herein shall commence as to all units included in this condominium plan on the first day of the first calendar month following the first transfer of title to a unit to an owner other than the Declarant. From and after that commencement date the Association also shall have the power to levy special, and special individual unit, assessments. Monthly assessments for any of Units 1 through 14 owned by the Declarant but not occupied by anyone, shall be levied at sixty-five percent of the full monthly assessments applicable to occupied or sold units because the absence of occupants will reduce use of water and common areas, thereby reducing the common expenses attributable to any such unit, and this reduced rate of assessments shall continue for a period no longer than eighteen months from the date this amended condominium declaration was recorded, and shall terminate with regard to any unit as soon as title is conveyed to a purchaser and, for units owned by Declarant during any periods such units are occupied. All other units owned by the Declarant shall pay the full rate of assessments.

(L) No Other Changes. No changes or revisions are hereby made in the Declaration for Timberlodge Condominium with the exception of those set forth above.

of additional property to the condominium plan. The purpose of this Second Amendment is to add and annex to this condominium plan certain land and buildings which are referred to herein as Section Two.

This Second Amendment adds a portion of the land described in Exhibit "C" (to the original Declaration) together with certain units constructed thereon to the condominium plan. Accordingly, this Second Amendment is also made under the provisions of Sections 22 through 22.16 on pages forty-seven through fifty-two of the Declaration which pages and sections grant to the Declarant the power to annex additional land and buildings to the condominium plan for Timberlodge Condominium within seven years from the date the original declaration was recorded.

(C) Additional Exhibits. The Declaration is hereby amended by the addition thereto of Exhibit A-2 which constitutes the legal description of the real property being annexed to the condominium plan by this Second Amendment, and by the addition of Exhibit B-2 which constitutes the plot plan and floor plan drawings of the real property and residential dwelling units being annexed to the condominium plan by this Second Amendment. Said Exhibits are attached hereto and made a part hereof and are also recorded in the Plat Records of Montgomery County, Ohio as required by law.

(D) References to Exhibits A-1 and B-1. The Declaration is hereby further amended so as to provide that each and every reference therein to Exhibit A-1 shall be deemed to read, "Exhibits A-1 and A-2 of this Declaration as amended."

The Declaration is hereby further amended so as to provide that each and every reference therein to Exhibit B-1 shall be deemed to read, "Exhibits B-1 and B-2 of this Declaration as amended."

(E) Number of Buildings. Section 4.1 on page 9 of the Declaration is hereby amended to read as follows:

There are four residential buildings contained in this condominium plan, as set forth below:

<u>building identification</u>	<u>units</u>
A	1 through 5
B	6 through 9
C	10 through 14
D	15 through 19

There is also a community building which is designated as a clubhouse on the drawings attached as Exhibit B-1."

(F) Garages. Section 4.6 on page 9 of the Declaration is hereby amended to eliminate use of the word "fourteen" because this condominium plan has now been expanded to include nineteen units. Accordingly, said section is revised to read as follows:

"Each unit which is a part of this condominium plan includes an attached one-car garage, and Exhibit B-1 sets forth graphic information with regard to the location and layout of each such garage."

(G) Number of Units. Section 5.6 on page 10 is hereby amended to read as follows:

"The total number of units is nineteen."

(H) Patios. Section 7.5 is hereby amended so as to cause it to refer to the patios accompanying certain of the units which are now added to the condominium plan by this Second Amendment. Accordingly, said section is hereby amended to read as follows:

vided that the date and hour are set forth in the notice of such meetings; provided, however, that if the date of an annual meeting falls on a legal holiday, Saturday, Sunday or other day which the Trustees deem inappropriate or inconvenient, such meeting shall be held on the next following date at the same hour.

Section 7. Special Meetings. Special meetings of the members may be called by any of the following:

- (a) The President of the Association, or in the case of the President's absence, death or disability, the Vice-President authorized to exercise the authority of the President;
- (b) The Trustees by action at a meeting, or by a majority of the Trustees acting without a meeting but in writing;
- (c) Members who are entitled to vote not less than one-fourth (1/4) of the total voting power of the Association.

Calls for special meetings shall specify the time, day, place and purposes of such meetings, in order that the Secretary will be able to comply with the procedural requirements as to giving notice of meetings, as set forth below in these By-Laws. No business other than that specified in the call for such meetings and described in the Notice shall be transacted at such meetings.

Section 8. Notice of Meetings. Written notice of annual and special meetings of the members shall be given by or at the direction of the Secretary or persons authorized to call such meetings by mailing a copy of such notice, postage prepaid, at least 10 and not more than 60 days before such meeting to each member entitled to vote thereat, addressed to the member's address as it appears on the books of the Association. Such address shall be deemed to be the address of the Unit owned by such member, unless the Association is given written notice of a different address by the member. Notice of any meeting, annual or special, shall set forth the place, day, hour and purpose of the meeting as may be described in the call for such meeting. Persons calling a special meeting shall have the duty to transmit such call and the description of business to be transacted to the secretary or the trustees in adequate time so as to permit the preparation and issuance of the required notices, and the Board of Trustees may in any event add additional items of business to be included in such notices and to be transacted at such meetings.

Section 9. Waiver of Notice. Notice of the time, place and purpose of any meeting may be waived in writing, before, during or after the holding of such meeting and the attendance of any member at such meeting and his voting or participating in said meeting as required above.

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Section 5. Quorum. The presence at the meeting of members entitled to vote, or the receipt of proxies entitling the holder thereof to cast, a majority of the voting power of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-laws.

Section 6. Adjournment of Meetings of Members. Whether or not a quorum is present, the holders of a majority of the votes represented at any meeting may adjourn such meeting of the members to a subsequent date. If the specific date, time and place to which such meeting is adjourned is fixed and announced at such meeting, written notice of said facts need not be given to members who were present at the meeting and were still in attendance at the time of such announcement, but in any event written notice of the specific date, time and place to which such meeting is adjourned shall be given in the manner set forth in these By-laws to all members not present at such meeting at the time the announcement was made. The purposes or objects or subjects of any adjourned meetings shall be the same as and limited to the purposes and subject of the original meeting, as specified in any call therefor and in the notice thereof. If the specific date, time and place of any adjourned meeting are not so fixed and announced at the original session of such meeting, then written notice of such facts shall be given to all members in the same manner as provided in these By-Laws for any other notice of a meeting of the members.

Section 7. Proxies. A member who is entitled to vote or to execute consents, or waivers, or releases may be represented at a meeting by, and may so consent, waive or release by and may exercise any of his rights by proxy or proxies appointed in a writing signed by such member. The appointment of a proxy shall be invalid after the expiration of eleven months after it is made unless the writing specifies the date on which it is to expire or the length of time it is to continue in force. Every appointment of a proxy shall be revocable unless such appointment is coupled with an interest. A revocation of a revocable appointment of a proxy may be made only as follows: (a) by the member who granted the original proxy executing a subsequent written proxy and delivering it to the Association; or (b) by the member who granted the proxy executing a written notice of revocation thereof and delivering such notice to the corporation; or (c) by the member who granted the proxy attending a meeting of the members and during such meeting obtaining the floor and announcing his revocation of the proxy. No revocation or expiration shall invalidate or affect any vote previously cast or actions previously taken by the proxy holder, and the mere presence at a meeting of a member who has granted a proxy shall not be deemed to revoke the appointment of such a proxy. A revocable appointment of a proxy is not revoked by the death or incompetency of the maker unless, before the vote is taken or the authority granted is otherwise exercised, written notice of such death or incompetency is received by the corporation from the executor or administrator of the estate of such maker or from the said maker having control of the estate; right of the said maker shall, the member originally obtaining a proxy shall and in no event shall the voting right in proxy and appointment.

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Section 8. Vote Required for Action by Members. When a quorum is present or represented at any meeting of the members, a majority of the voting power present or represented by proxy at such meeting may decide any question brought before the meeting, unless the issue is one upon which by express provision of the Articles of Incorporation, the Declaration, these By-Laws or by Ohio Law states a different vote is required, in which case such express provisions shall govern and control the vote necessary to decide the question.

ARTICLE IV

BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Trustees who shall constitute the Board of Managers required by Section 5311.08 of the Revised Code of Ohio, and all said Trustees shall be required to be members of the Association excepting those serving as Trustees during the existence of Class B membership in the Association. The Association has been formed and created with three (3) Trustees, and the number of Trustees may be increased by a vote of the members of the Association, but the number of Trustees shall not be reduced below three such persons.

Section 2. Term of Office. The Articles of Incorporation named the initial three (3) Trustees and designated their term in office. As the terms of the initial Trustees expire, replacement or successor Trustees shall be elected by the majority of the voting power of the members of the Association and, if the members so desire, staggered terms may be created or continued with regard to such replacement Trustees so as to provide for continuity.

Section 3. Removal. Each Trustee shall serve as such for the term for which he was elected, but may be removed from the Board during said term, with or without cause, by a majority of the voting power of the members of the Association. While the Class B membership exists the Declarant shall have the sole right to remove the Trustees named in the Articles of Incorporation which created the Association, and to remove any replacement Trustees who may have appointed.

Section 4. Vacancies. A vacancy in the Board of Trustees shall be deemed to exist if any Trustee dies, resigns, is declared by Court Order to be of unsound mind, fails to attend three consecutive duly called meetings without his absence being excused, is removed from office during his term as Trustee or, if such Trustee is required to be a member of the Association, upon his ceasing to be such a member. A vacancy in the Board of Trustees shall also be deemed to exist in the event the members act to increase the authorized number of Trustees but fail to elect the additional Trustee provided for, or at any time at which the members fail to elect the entire authorized number of Trustees. Any vacancy shall be filled by the remaining members for the balance of the unexpired term, provided, however, that while the Class B membership exists the Declarant shall have the sole right to fill a vacancy by special appointment.

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Section 5. Compensation. No Trustee shall receive compensation for any service he may render to the Association in his capacity as Trustee, except to the extent authorized by a majority vote of the members after the expiration of Class B membership. Any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties, however, and may also receive compensation or other payment for services rendered in a capacity other than Trustee (e.g. employee, officer, agent, etc.) or for property sold to the Association.

Section 6. Action Taken Without a Meeting. In accordance with the terms of Ohio Revised Code Section 1702.25, any action which may be authorized or taken at a meeting of the Trustees may be authorized or taken without a meeting by the affirmative vote, consent or approval of, and in a writing or writings signed by, all of the Trustees who would be entitled to notice of a meeting to be held for the purpose of accomplishing such action. Any such writing shall be filed with or entered upon the records of the Association.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. After the expiration of the Class B membership, nomination for election to the Board of Trustees shall be made by a nominating committee if one exists; provided, however, that nominations may also be made from the floor at any meeting called to elect one or more Trustees. A nominating committee may have been appointed by the Board of Trustees, and if such a committee had been created it shall consist of not less than two nor more than four persons who shall be members of the Association; a majority of any such nominating committee shall be formed of persons who are not then serving as members of the Board of Trustees. The appointments to such committee shall expire immediately upon completion of the election for which the nominations were made, and a new nominating committee shall be appointed by the Board of Trustees prior to the next election. In the event the Trustees fail to appoint such a committee, all nominations shall be made from the floor.

Section 2. Election. Election to the Board of Trustees shall be secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected; provided, however, that in the event said largest number of votes is less than a majority, a run-off election shall be held between the two candidates receiving the highest number of votes, so as to insure that those persons elected to the Board of Trustees have been selected by a majority of the voting power of the members of the Association. Cumulative voting shall not be permitted.

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Section 5. Quorum. The presence at the meeting of members entitled to vote, or the receipt of proxies entitling the holder thereof to cast, a majority of the voting power of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-laws.

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