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MONTGOMERY CO. OHIO
REC'D FEB 23 1985

DECLARATION OF CONDOMINIUM PROPERTY

FOR

NANTUCKET LANDING CONDOMINIUM

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

Dated: FEB 23 1985

By: 
Montgomery County Auditor

Plat Reference: Book 123, Page 48TH 48B

THIS INSTRUMENT PREPARED BY:

Hans H. Soltau
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1985 FEB 25 AM 11:05
MONT. COUNTY AUDITOR
ROBERT L. RODERER
TRANSFERRED

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TABLE OF CONTENTS
DECLARATION

<u>ARTICLE</u>	<u>PAGE</u>
RECITALS	1
DECLARATIONS	1
1. DEFINITIONS	2
1.01 Additional Property	2
1.02 Agent	2
1.03 Amendment	2
1.04 Articles and Articles of Incorporation	2
1.05 Association	2
1.06 Board of Managers	2
1.07 By-Laws	2
1.08 Common Areas and Facilities	2
1.09 Common Assessments	2
1.10 Common Expenses	2
1.11 Common Losses	3
1.12 Common Profits	3
1.13 Common Surplus	3
1.14 Condominium	3
1.15 Condominium Instruments	3
1.16 Condominium Ownership Interest	3
1.17 Condominium Property	3
1.18 Declarant	3
1.19 Declaration	3
1.20 Developer	3
1.21 Drawings	3
1.22 Limited Common Areas and Facilities	4
1.23 Person	4
1.24 Unit	4
1.25 Unit Owner	4
2. NAME AND PURPOSE	4
2.01 Name	4
2.02 Purpose	4
3. LEGAL DESCRIPTION OF PREMISES	4
4. DESCRIPTION AND LOCATION OF BUILDINGS	4
4.01 Description	4
4.02 General	5
4.03 Location	5
5. DESCRIPTION OF UNITS	5
5.01 General	5
5.02 Type of Units	6
5.03 Designation of Units by Type	6
6. DESCRIPTION OF COMMON AREAS AND FACILITIES	6
6.01 General	6
6.02 Status	7

100000

<u>ARTICLE</u>	<u>PAGE</u>
7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES . . .	7
7.01 General Uses	7
7.02 Specific Uses	7
8. USE OF COMMON AREAS AND FACILITIES	7
9. OWNERSHIP OF COMMON AREAS AND FACILITIES	8
9.01 Percentage of Ownership	8
9.02 Computation	8
9.03 Amendment	8
10. REGULATION OF COMMON AREAS AND FACILITIES	8
11. RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY . . .	9
11.01 Obstruction of Common Areas and Facilities . . .	9
11.02 Hazardous Uses and Waste	9
11.03 Exterior Surfaces of Building	9
11.04 Animals and Pets	9
11.05 Nuisances	9
11.06 Impairment of Structural Integrity of Building	9
11.07 Laundry or Rubbish in Common Areas and	
Facilities	10
11.08 Lounging or Storage in Common Areas and	
Facilities	10
11.09 Prohibited Activities	10
11.10 Alteration of Common Areas and Facilities . . .	10
11.11 Rental of Units	10
11.12 Declarant	10
12. UNIT OWNER'S ASSOCIATION	11
12.01 General	11
12.02 Membership in the Association	11
12.03 Administration of Condominium Property	11
12.04 Service of Process	11
12.05 First Meeting of Association	11
12.06 Declarant's Rights	12
12.07 Computation	12
12.08 Turnover	12
13. AMENDMENT OF DECLARATION AND BY-LAWS	12
13.01 General	12
13.02 Mortgage or Mortgagee	12
13.03 Declarant's Rights	13
14. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND	
IMPROVEMENTS	13
14.01 Association	13
14.02 Delegation to Managing Agent	13
14.03 Mortgagee	13
14.04 Unit Owner	13
14.05 Construction Defects	15
14.06 Effect of Insurance or Construction Guarantees	15

000002

ARTICLE

PAGE

15. EASEMENTS 15

15.01 Encroachments 15

15.02 Easements for Repair, Maintenance and
Restoration 15

15.03 Easements Through Walls Within Units 16

15.04 Easements for Certain Utilities and Cable
Television 16

15.05 Easements for Construction 16

15.06 Tie-In Easements 16

15.07 Service Easements 16

15.08 Water Easements 17

15.09 Additional Property Easement 17

15.10 Adjoining Property Easement 17

15.11 Consent to Easements 17

15.12 Easements Shall Run With Land 17

16. HAZARD INSURANCE 17

16.01 Fire and Extended Coverage Insurance 17

16.02 Sufficient Insurance 19

16.03 Insufficient Insurance 19

16.04 Procedure for Reconstruction or Repair 19

16.05 Insurance Trustee 20

16.06 Procedure for Reconstruction or Repair if an
Insurance Trustee Has Been Selected 20

16.07 Non-Restoration of Damage or Destruction 21

17. LIABILITY AND OTHER INSURANCE 21

17.01 Liability Insurance 21

17.02 Other Insurance 22

17.03 Notice of Cancellation or Substantial Changes 22

17.04 Annual Review 22

18. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY 22

19. REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS 23

19.01 Abatement and Enjoinment 23

19.02 Involuntary Sale 23

19.03 Civil Action 24

20. ASSESSMENTS AND LIEN OF ASSOCIATION 24

20.01 General 24

20.02 Division of Common Profits and Common Expenses 24

20.03 Non-Use of Facilities 25

20.04 Acceleration and Late Charges 25

20.05 Lien of Association 25

20.06 Priority of Association's Lien 25

20.07 Special Individual Unit Assessment 26

20.08 Dispute as to Common Expenses 26

20.09 Non-Liability of Foreclosure Sale Purchaser
or an Acquirer of Title in Lieu of Foreclosure
for Past Due Common Expenses 26

20.10 Liability for Assessments Upon Voluntary
Conveyance 26

000002

ARTICLE

PAGE

21. ADDITIONAL PROPERTY 27

 21.01 Contemplated Annexation by Declarant 27

 21.02 Reservation of Option to Expand 27

 21.03 Limitations on Declarant's Option 27

 21.04 Additional Property 27

 21.05 Location and Type of Improvements 27

 21.06 Structures 27

 21.07 Units 28

 21.08 Limited Common Areas and Facilities 28

 21.09 Reservation of Right to Amend Declaration 28

 21.10 Consent and Approval for Annexation Amendments 28

 21.11 Power of Attorney, Coupled with an Interest 28

 21.12 Description 29

22. LIMITED WARRANTIES BY DECLARANT 29

23. MISCELLANEOUS PROVISIONS 30

 SIGNATURES 32

000004

DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made on the date hereinafter set forth by Charles V. Simms Development Corporation, an Ohio corporation, hereinafter referred to as "Declarant".

RECITALS

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

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

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

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

DECLARATIONS

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

ARTICLE I
DEFINITIONS

The following terms used herein are defined as follows:

1.01 Additional Property, shall mean adjacent or adjoining property which is described in Exhibit "D" of this Declaration, and which, together with improvements thereon may be added in the future to the Condominium.

1.02 Agent, shall mean any person who represents or acts for or on behalf of the Developer in selling or offering to sell a Condominium Ownership Interest, but shall not include an attorney-at-law whose representation of another person consists solely of rendering legal services.

1.03 Amendment, shall mean an instrument executed with the same formalities of the Declaration and recorded with the Recorder of Montgomery County, Ohio for the purpose of amending the Declaration or any of the exhibits thereto.

1.04 Articles and Articles of Incorporation, shall mean the articles, filed with the Secretary of State of Ohio, incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.

1.05 Association, shall mean Nantucket Landing Condominium Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.06 Board of Managers, shall mean those persons who, as a group, serve as the board of trustees of the Association.

1.07 By-Laws, shall mean the By-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provision of Chapter 5311 of the Ohio Revised Code for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

1.08 Common Areas and Facilities, shall mean all the Condominium Property except that which is specifically defined and referred to as a Unit.

1.09 Common Assessments, means the assessments charged proportionately on the basis of percentage of interest against all Units for common purposes.

1.10 Common Expenses, means those expenses designated as such by Chapter 5311 of the Ohio Revised Code, or in accordance with the provisions of the Declaration, or both.

1.11 Common Losses, means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

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

1.13 Common Surplus, means the amount by which Common Assessments collected during any period exceed Common Expenses.

1.14 Condominium, shall mean Nantucket Landing Condominium, the condominium regime for the Condominium Property created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

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

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

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

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

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

1.20 Developer, shall mean the Declarant, any successor to the Declarant who stands in the same relation to the Condominium Property as the Declarant, and any person who directly or indirectly sells or offers for sale a Condominium Ownership Interest.

1.21 Drawings, shall mean those drawings, as the same may be lawfully amended from time to time, which are attached as Exhibit "B" to this Declaration.

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1.22 Limited Common Areas and Facilities, means and includes those Common Areas and Facilities designated in this Declaration, and any amendment thereto, as reserved for the use of a certain Unit or Units to the exclusion of the other Units.

1.23 Person, shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

1.24 Unit, shall mean a part of the Condominium Property consisting of one (1) or more rooms on one (1) or more floors of a building which are designated a Unit by this Declaration or amendment thereto, and are delineated on the drawings in Exhibit "B" attached hereto, and in the drawings attached to an amendment of this Declaration.

1.25 Unit Owner, means a person who owns a Condominium Ownership Interest in a Unit.

ARTICLE II

NAME AND PURPOSE

2.01 Name. The Condominium Property shall be known as Nantucket Landing Condominium.

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

ARTICLE III

LEGAL DESCRIPTION OF PREMISES

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

ARTICLE IV

DESCRIPTION AND LOCATION OF BUILDINGS

4.01 Description. Unless or until amended, there are two (2) buildings located on the Condominium Property which are generally described as follows:

- (a) Buildings 1 and 2 are partially one (1) and two (2) stories in height, each containing three (3) townhouse Units and one (1) ranch Unit.

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4.02 General. The buildings are built on a concrete slab, with frame exterior walls, with some brick veneer, stucco and siding, windows, a wood truss roof with asphalt shingle or wood covering, wood floor joists, wall studs and drywall.

4.03 Location. The buildings face the following private roads which have access and lead to State Route 48, a public highway:

- (a) Buildings 1 and 2 face Windjammer Place.

ARTICLE V

DESCRIPTION OF UNITS

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

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

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

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

- (a) Type A Unit is a two (2) story townhouse Unit containing approximately 1,200 square feet. The Unit contains two (2) bedrooms, a living room, den, one and one-half (1½) baths, kitchen and an attached one (1) car garage.
- (b) Type B Unit is a one (1) story ranch Unit containing approximately 1,250 square feet. The Unit contains two (2) bedrooms, two (2) baths, a living room, kitchen and an attached two (2) car garage.
- (c) Type C Unit is a two (2) story townhouse Unit containing approximately 1,450 square feet. The Unit contains two (2) bedrooms, two and one-half (2½) baths, a living room, kitchen, loft and an attached two (2) car garage.
- (d) Type D Unit is a two (2) story townhouse Unit containing approximately 1,600 square feet. The Unit contains two (2) bedrooms, two and one-half (2½) baths, a living room, kitchen, loft and an attached two (2) car garage.

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

<u>UNITS</u>	<u>TYPE</u>
2 and 7	A
1 and 8	B
3 and 6	C
4 and 5	D

ARTICLE VI

DESCRIPTION OF COMMON AREAS AND FACILITIES

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

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ARTICLE IX

OWNERSHIP OF COMMON AREAS AND FACILITIES

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

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	11.36
2	10.91
3	13.18
4	14.55
5	14.55
6	13.18
7	10.91
8	<u>11.36</u>
	100.00

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

9.03 Amendment. Except as provided for in Article XXI hereof, the percentage of ownership as herein set forth shall not be altered except by an amendment to the Declaration unanimously approved by all Unit Owners.

ARTICLE X

REGULATION OF COMMON AREAS AND FACILITIES

10.01 No person shall use the Common Areas and Facilities or any part thereof in any manner contrary or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Board of Managers of the Association. Without in any manner intending to limit the generality of the foregoing, the Board of Managers shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Areas and Facilities by members of the Association and their respective employees, invitees and servants.

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ARTICLE XI

RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

11.01 Obstruction of Common Areas and Facilities. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Board of Managers of the Association, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

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

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

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

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

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

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

11.08 Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking of campers or boats, inoperable vehicles, trucks, motorcycles, baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with rules and regulations therefor adopted by the Board of Managers.

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

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

11.11 Rental of Units. The respective Unit shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than sixty (60) days or (ii) any rental if the occupants of the Units are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services. Other than the foregoing obligations, and subject to such rules and regulations as adopted by the Board of Managers, the Owners of the respective Units shall have the right to lease the same provided that said lease is made subject to the covenants and restrictions in this Declaration.

11.12 Declarant. Notwithstanding the above, the Declarant may do what is reasonably necessary to complete the additional buildings on the Additional Property, including the storage of construction materials, construction office on location, and what is reasonably necessary to promote and sell the Units thereon constructed.

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ARTICLE XII
UNIT OWNERS' ASSOCIATION

12.01 General. Declarant has caused to be formed an Ohio not-for-profit corporation called Nantucket Landing Condominium Association, Inc., which shall administer the Condominium Property. Such Association shall be governed by this Declaration and its By-Laws which are attached hereto as Exhibit "C". A Board of Managers and the officers of the Association elected as provided by the By-Laws, shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the By-Laws and by this Declaration, upon the Association, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws attached hereto as Exhibit "C".

12.02 Membership in the Association. Membership in the Association is limited to Unit Owners. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of Condominium Ownership Interest, at which time the new Owner of such Unit automatically shall become a member of the Association. Declarant shall be a member of such Association as long as it retains title to any Unit. Each Unit Owner shall be entitled to one (1) vote in the Association for each Unit owned.

12.03 Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association, which are attached hereto as Exhibit "C". Each Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its representative(s), as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

12.04 Service of Process. The person to receive service of process for the Association shall be the President of the Association. Until such time as a President is elected, service may be made upon Hans H. Soltau, 124 East Third Street, Dayton, Ohio 45402.

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

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12.06 Declarant's Rights. Until such time as Declarant shall have sold and conveyed seventy-five percent (75%) of the Condominium Ownership Interests, or for a period of five (5) years from the date on which this Declaration is filed for record, whichever first occurs, the powers, rights, duties and functions of the Association shall be exercised by a Board of Managers selected by the Declarant; provided, however, that no later than the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by Declarant, two (2) members shall be elected by the Unit Owners, other than Declarant, pursuant to Section 12.05.

12.07 Computation. For purposes of Sections 12.05 and 12.06, the percentages of Condominium Ownership Interests sold and conveyed by Declarant shall be determined by comparing the Condominium Ownership Interests sold and conveyed to the total number of Condominium Ownership Interests created and which may be created pursuant to Article XXI.

12.08 Turnover. Within thirty (30) days after the expiration of any period during which the Developer exercises control over the Association pursuant to Section 12.06, the Association shall meet and elect all members of the Board of Managers and all other officers of the Association. The persons so elected shall take office immediately from such election. After said meeting, the Declarant shall deliver to such Board of Managers or officers, correct and complete books and records of account as provided by the By-Laws and Section 5311.09(A) of the Ohio Revised Code.

ARTICLE XIII

AMENDMENT OF DECLARATION AND BY-LAWS

13.01 General. Unless otherwise specifically provided for herein, this Declaration and the By-Laws attached hereto as Exhibit "C", may be amended only upon the affirmative vote of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Any amendment of this Declaration or the By-Laws attached hereto as Exhibit "C", must be filed for record with the Recorder of Montgomery County, Ohio. Such amendment must be executed with the same formalities as this instrument and must refer to the microfiche number in which this instrument and its attached exhibits are recorded.

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

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

ARTICLE XIV

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

14.01 Association. Except as otherwise provided herein, management, maintenance, repairs, alterations and improvements of the Common Areas and Facilities shall be the responsibility of the Association.

14.02 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility pursuant to Section 14.01 to a Manager or Managing Agent; subject to the limitations that:

- (a) Any such delegation be by a written contract with a term of no longer than one (1) year in duration;
- (b) That any such contract be terminable by either party without cause, upon sixty (60) days written notice without any termination charges or other penalties;
- (c) That any such contract entered into by the Declarant prior to the time it releases or relinquishes control of the Association shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for purposes of turning over control of the Association.

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

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

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

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- (b) To maintain the patios, entranceways and stoops which are designated by this Declaration as Limited Common Areas and Facilities for the exclusive use of such Unit Owner.
- (c) To maintain the air conditioning pad, compressor, duct and conduits thereto which are designated by this Declaration as Limited Common Areas and Facilities for the exclusive use of such Unit Owner.
- (d) To maintain, repair and replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such Owner.
- (e) To maintain and repair all windows and doors of his Unit and of all associated structures and fixtures therein which are appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
- (f) To maintain, repair and replace the springs, tracks or any other mechanism relating to the garage doors, including without limitation any garage door opener and the mechanisms associated thereto, whether installed by the Developer or the Unit Owner.
- (g) To perform his responsibilities in such a manner so as not to unreasonably disturb other persons residing within the building.
- (h) Not to paint or otherwise decorate so as to change the appearance of any portion of the building not within the walls of the Unit unless the written consent of the Board of Managers of the Association is obtained.
- (i) To promptly report to the Association or its Agent any defect or need for repairs, the responsibility of which is with the Association.
- (j) Not to make any alterations in the portions of the Unit or the building which are to be maintained by the Association or remove any portion thereof or make any addition thereto, or do anything which would or might jeopardize or impair the safety or soundness of the building, without first obtaining the written consent of the Board of Managers of the Association and of the Owner or Owners of whose benefit such easement exists.

14.05 Construction Defects. The obligation of the Association and of the unit Owners to repair, maintain and replace the portions of the property for which they are respectively responsible, shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the property. The undertaking of repair, maintenance or replacement by the Association or the Unit Owners, shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

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

ARTICLE XV

EASEMENTS

15.01 Encroachments. In the event that by reason of the construction, settlement or shifting of the building, or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to an Owner to use or occupy for formal uses and purposes any portions of the Common Areas and Facilities consisting of unoccupied space within the building and adjoining his Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one (1) Unit, presently encroaches or shall hereafter encroach upon any part of any Unit, then valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that no valid easement for any encroachment shall be created in favor of the Owner of any Unit or in favor of the Common Areas and Facilities, if such encroachment is caused by the willful conduct of said Owner.

15.02 Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through all of the Condominium Property, including each Unit, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with

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regard to maintenance, repair and restoration, provided that exercise of this easement, as it affects the individual Units, shall be at reasonable times with reasonable notice to the individual Unit Owners. Any damage resulting to a particular Unit through the provisions of this Article, shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

15.03 Easements Through Walls Within Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace the pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls be in whole or in part within the Unit boundaries. The Owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls for the use of water, sewer, power, television antenna and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of the Unit. Any damage resulting to a particular Unit as a result of the easement herein granted to the Association, shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

15.04 Easements for Certain Utilities and Cable Television. The Association may hereafter grant easements on behalf of Unit Owners to entities for utility and cable television purposes for the benefit of the Condominium Property. Each Unit Owner hereby grants, and the transfer of title to a Unit Owner shall be deemed to grant, the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

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

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

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

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

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

15.10 Adjoining Property Easement. Declarant has a right to acquire certain property adjoining the Condominium Property and the Additional Property, and does hereby reserve for itself, in the event it acquires such property, the right to grant and/or reserve an easement for ingress and egress over and through the Common Areas and Facilities for itself and for the benefit of any subsequent owner or owners of such property. Such right and reservation shall continue and survive for the period of time in which Declarant has the right to add the Additional Property.

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

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

ARTICLE XVI

HAZARD INSURANCE

16.01 Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all Owners and mortgagees, insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", with no coinsurance and in an amount not less than one hundred percent (100%) of the replacement value thereof.

In the event such policy contains coinsurance provisions, such policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of and the proceeds thereof shall be payable to, the Association for each of the Unit Owners and mortgagees for the purpose set forth in Article XVI in accordance with the percentage ownership in the Common Areas and Facilities set forth in Section 9.01. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in installed fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement value thereof, and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner as hereinafter permitted.

No Unit Owner may purchase an individual policy of fire and extended coverage insurance for his Unit or his interest in the Common Areas and Facilities as real property. If irrespective of this prohibition, a Unit Owner purchases an individual policy insuring such Unit or interest, said Owner shall be responsible to the Association for any loss or expense that such policy may cause in adjusting the Association's insurance, and such amount of loss shall be a lien on his Unit and enforced in the manner provided for in Section 20.04.

Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice, not less than ten (10) days prior to any expiration or cancellation of such coverage, to any mortgagee or mortgagees of any Unit.

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

If the required insurance coverage under this Section 16.01 ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a special assessment against all Unit Owners

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under Article XX of this Declaration and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

16.02 Sufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril insured against, and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Section 16.07, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

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

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

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

Each Unit Owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under the insurance policies referred to in Section 16.01.

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

The Trustee shall be selected by the Association from any bank located in Dayton, Ohio, with trust powers and total assets of more than Fifty Million Dollars (\$50,000,000.00). If such selection is prior to any loss the Association shall make all insurance policies under Section 16.01 payable to such Insurance Trustee, for and on behalf of each of the Unit Owners and mortgagees for the purpose set forth in Article XVI in accordance with the percentage of ownership in the Common Areas and Facilities set forth in Section 9.01. All insurance policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

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

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

16.06 Procedure for Reconstruction or Repair if an Insurance Trustee Has Been Selected. The insurance proceeds and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid

by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate; (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work; and (3) that the cost, as estimated by the person signing such certificate, of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

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

16.07 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Units, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owners. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

ARTICLE XVII

LIABILITY AND OTHER INSURANCE

17.01 Liability Insurance. The Association as a Common Expense shall insure itself, the Board of Managers, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants,

000025

and all persons lawfully in the possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident.

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

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

The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal the sum of 3 months assessments on the Units in the Condominium together with the reserve funds, if any.

17.03 Notice of Cancellation or Substantial Changes. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least 10 days prior to such cancellation or substantial change.

17.04 Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE XVIII

REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

18.01 The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation, and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote,

to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit, subject to such liens and encumbrances, to the President of the Association as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within ten (10) days thereafter, and, if such Owner and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three (3) appraisers; one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two (2) appraisers.

ARTICLE XIX

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

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

19.02 Involuntary Sale. If any Owner, either by his own conduct or by the conduct of any other occupant of his Unit, shall violate any of the covenants or restrictions or provisions of this Declaration, or of the By-Laws of the Association attached hereto as Exhibit "C", or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Board of Managers against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of the defaulting Owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy,

use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold, subject to the lien of any existing mortgage, at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, and all other expenses of the proceedings, and all such items shall be taxes against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, other than that of the first mortgage, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the property sold subject to this Declaration.

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

An action by the Unit Owners' Association under this Article may be commenced by the Association in its own name or in the name of its Board of Managers or in the name of its Managing Agent.

ARTICLE XX

ASSESSMENTS AND LIEN OF ASSOCIATION

20.01 General. Assessments for the maintenance, repair and insurance of the Common Areas and Facilities and for the insurance of the Units, together with the payment of the Common Expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.

20.02 Division of Common Profits and Common Expenses. The proportionate shares of the separate Unit Owners of the respective Units in the Common Profits and Common Expenses of the operation

of the Condominium Property shall be in accordance with the percentages of interest appurtenant to their respective Units as set forth in Section 9.01.

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

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

20.05 Lien of Association. The Association shall have a lien upon the estate or interest in any unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of any delinquent assessments chargeable against such unit. At any time after such delinquency, a certificate of lien for all or any part of the unpaid assessments, including late charges, interest, and if monthly assessments are delinquent then the remaining unpaid monthly assessments under the then current budget, may be filed with the Recorder of Montgomery County, Ohio, pursuant to authorization given by the Board of Managers. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the delinquency, and shall be signed by the President of the Association.

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

20.06 Priority of Association's Lien. The lien provided for in Section 20.05 is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President, pursuant to authority given to him by the Board of Managers. In the foreclosure action, the Owner of the Unit affected shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action, the Association, duly authorized by action of its Board of Managers, is entitled to become a purchaser at the foreclosure sale.

000029

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

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

20.09 Non-Liability of Foreclosure Sale Purchaser or an Acquirer of Title in Lieu of Foreclosure for Past Due Common Expenses. Where the mortgagee of a first mortgage of record, or other purchaser of a Unit, acquires title to the Unit as a result of a foreclosure of any lien or a deed in lieu of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of such acquirer, his successors or assigns.

20.10 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit other than a conveyance in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request, any such grantee and his mortgagee shall be entitled to a statement from the Board of Managers of the Association, setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed by subject to, a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE XXI
ADDITIONAL PROPERTY

21.01 Contemplated Annexation by Declarant. Declarant is the Owner in fee simple of certain real property adjacent to the Condominium Property, said property being hereinafter referred to as the "Additional Property". It is the desire of the Declarant to submit the Additional Property, together with the buildings and other improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

21.02 Reservation of Option to Expand. Declarant hereby expressly reserves the option at any time within a period of seven (7) years, commencing on the date this Declaration is filed for record, to take the action so contemplated in submitting all or any part of the Additional Property, which is more particularly described in the metes and bounds description set forth in Section 21.12, together with the buildings and other improvements to be built thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

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

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

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

21.06 Structures. The structures to be constructed on the Additional Property shall be compatible with the existing structures on the Condominium Property in terms of quality of construction. The structures to be constructed on the Additional Property

need not be compatible with the existing structures on the Condominium Property in terms of principal materials used, architectural style, size or elevation.

21.07 Units. There will be a maximum of two hundred and two (202) Units constructed on the Additional Property, with a density not to exceed sixteen (16) Units per acre. Such Units need not be substantially identical to the Units constructed on the Condominium Property. Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the types of Units that may be created on the Additional Property.

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

21.09 Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend this Declaration, in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as (1) to include any or all of the Additional Property and the improvements which may be constructed thereon as part of the Condominium Property, (2) to include descriptions of buildings constructed on said real estate and to add drawings thereof to the appropriate exhibits hereto, and (3) to provide that the Owners of Units in the buildings will have an interest in the Common Areas and Facilities of the Condominium Property, and to amend Article IX so as to establish percentages of interest in the Common Areas and Facilities which the Owners of all Units within the buildings on the Condominium Property will have at the time of such amendment, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit at the date said amendment is filed for record bears to the then aggregate square footage of all of the Units within the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

21.10 Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the Owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided in Section 21.11, and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

21.11 Power of Attorney, Coupled With an Interest. Each Unit Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his

000032

attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney in the event that the Declarant exercises the rights reserved above, to add to the Condominium Property additional property to execute, acknowledge and record for and in the name of such Unit Owner an amendment of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment.

21.12 Description. The Additional Property is described in Exhibit "D" attached hereto.

ARTICLE XXII

LIMITED WARRANTIES BY DECLARANT

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

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

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

22.04 The two (2) year limited warranty shall commence for the property submitted by this Declaration on the date the deed is filed for record following the sale of the first Unit, and for any additional property submitted by amendment to this Declaration on the date the deed is filed for record following the sale of the first Unit; in either case to a purchaser in good faith for value.

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

22.06 All warranties made to the Declarant that exceed the time periods specified above, with respect to any part of the Units or Common Areas and Facilities, shall be assigned to the Owner or Association.

000033

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

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

23.02 Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Unit, shall terminate and be of no further force nor effect.

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

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

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

23.06 That so long as said Declarant, his successor and assigns, owns one or more of the units established and described herein, said Declarant, his successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A", "B", "C" and "D" attached hereto; and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

23.07 Unless otherwise provided in this Declaration or by statute, neither Declarant nor his representatives, successors or assigns shall be liable for any claim whatsoever arising out of,

00003.

or by reason of, any actions performed pursuant to any authorities granted or delegated to it by, or pursuant to, this Declaration or the By-Laws attached hereto as Exhibit "C" or in Declarant's capacity as Developer, contractor, Owner, Manager or seller of the Condominium Property, whether or not such claim (1) shall be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or, except in the case of gross negligence, ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association and their respective Agents, employees, guests, invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services.

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

23.09 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class Condominium Development.

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

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

23.12 The Developer will assume the rights and obligations of a Unit Owner in its capacity as Owner of Condominium Ownership Interests not yet sold, including without limitation the obligation to pay Common Expenses, including reserves, attaching to such interests from the date the Declaration was filed for record.

23.13 Notwithstanding any provision of this Declaration or the By-Laws which are attached hereto as Exhibit "C", the Declarant hereby reserves the right and power, and each Unit Owner by

000035

acceptance of a deed is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to the Unit and is irrevocable for a period of two (2) years from the filing date hereof, to amend this Declaration and any of its exhibits and to execute any and all documents deemed necessary or desirable by Declarant to conform to requirements of any lending institution in order to issue a mortgage loan, or to correct scrivener or typographical mistakes.

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

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

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, an Ohio corporation, by its duly authorized officers, has caused the execution of this instrument this 20 day of Feb, 1985.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Cynthia L. Larkins

By: Charles V. Simms
Charles V. Simms, President

Patricia D. Walker

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

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 20 day of Feb, 1985, by Charles V. Simms, President and Hans H. Soltau, Vice President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires NOV. 5, 1986

THIS INSTRUMENT PREPARED BY:

Hans H. Soltau
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1985 FEB 25 AM 11:06

TRANSFERRED
ROBERT L. RODERER
MONT. COUNTY AUDITOR

930000



Description of Nantucket Landing Condominiums
Section One
November 7, 1984

Located in Section 29, Town 3, Range 5 M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number One of Nantucket Landing Section One as recorded in Plat Book 122, page 24 of the Plat Records of Montgomery County, Ohio, and being described as follows:

Beginning at the southwest corner of said Lot Number One, said corner being in the east right-of-way line of Dayton-Lebanon Pike (State Route 48); thence with the said east right-of-way line, North no degrees twenty-eight minutes twenty seconds ($00^{\circ} 28' 20''$) East for four hundred fifty-five and 08/100 (455.08) feet to a point in the south property line of land conveyed to Charles V. Simms by deed recorded in Microfiche No. 84-314E02 of the Deed Records of Montgomery County, Ohio;

thence with the south line of said Simms land, South eighty-nine degrees thirty-one minutes forty seconds ($89^{\circ} 31' 40''$) East for sixty-six and 00/100 (66.00) feet;

thence on a new division line through said Lot Number One for the following three courses:

South no degrees twenty-eight minutes twenty seconds ($00^{\circ} 28' 20''$) West for one hundred eight and 00/100 (108.00) feet;

thence South eighty-nine degrees thirty-one minutes forty seconds ($89^{\circ} 31' 40''$) East for one hundred thirty and 00/100 (130.00) feet;

thence South fifteen degrees ten minutes fifty-six seconds ($15^{\circ} 10' 56''$) East for one hundred eighty and 03/100 (180.03) feet to a point on the south line of said Lot Number One, said line being also the north line of land conveyed to Charles V. Simms by deed recorded in Microfiche No. 84-314E02 of the Deed Records of Montgomery County, Ohio;

thence with the south line of said Lot Number One, South fifty-five degrees five minutes seven seconds ($55^{\circ} 05' 07''$) West for three hundred and 00/100 (300.00) feet to the point of beginning, containing 1.528 acres, more or less, subject, however, to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above-described tract of land.

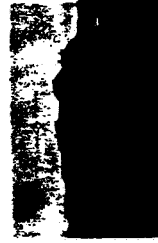
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DEEDS 85-0077 D02

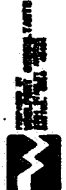
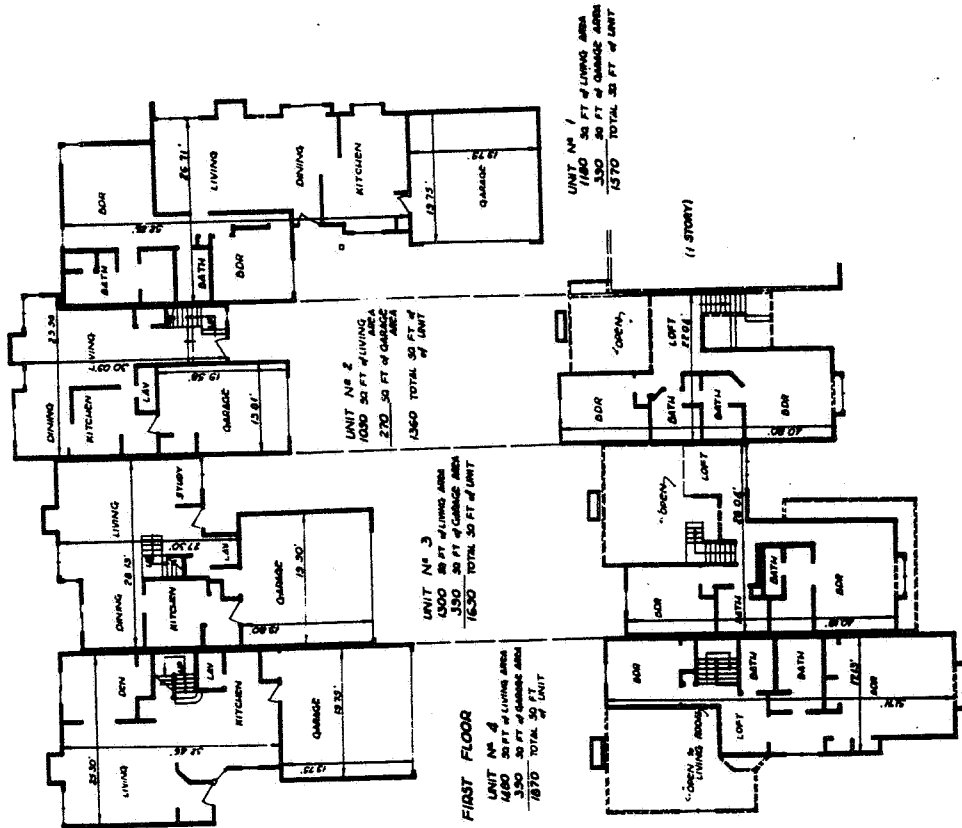
**NANTUCKET LANDING CONDOMINIUMS
SECTION ONE**

BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
AS SHOWN IN THE PLAT RECORDS OF
PAGE 24, RECORDED IN THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN
SECTION 29, TOWN 3, RANGE 8, N.R.8.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
NOVEMBER 1984



BUILDING No. 1
SCALE 1/8" = 1'-0"



Sheet No. 8 of 9 Date: Nov. 1984

**NANTUCKET LANDING CONDOMINIUMS
SECTION ONE**

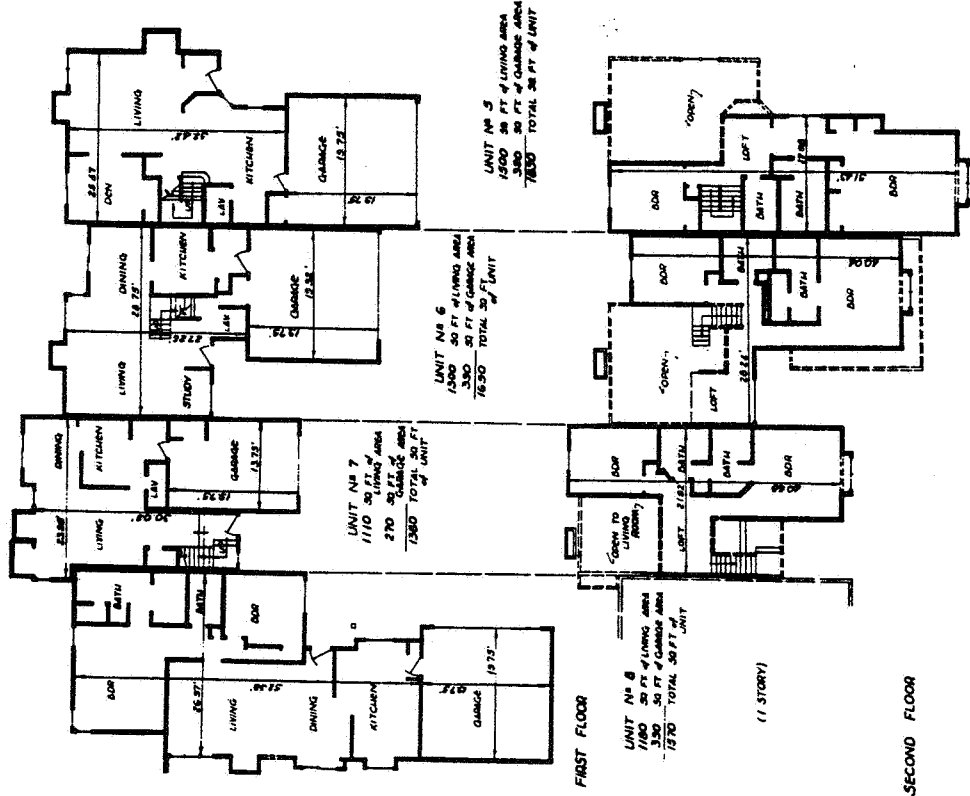
BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
AS RECORDED IN PLAT BOOK 122,
MONTGOMERY COUNTY, OHIO

LOCATED IN RANGE 3, N.R.S.
SECTION 28, TOWNSHIP 10,
MONTGOMERY COUNTY, OHIO
OCT. 1964

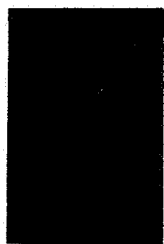


BUILDING No 2

SCALE 1/8" = 1'-0"



REAR - EAST



FRONT - WEST



SOUTH END



NORTH END



NANTUCKET LANDING CONDOMINIUM ASSOCIATION, INC.

EXHIBIT "C"

CONDOMINIUM ASSOCIATION BY-LAWS

DEEDS 85-0077 D06

000041

TABLE OF CONTENTS
BY-LAWS

<u>ARTICLE</u>		<u>PAGE</u>
1.	THE ASSOCIATION	
1.01	Name of Association	1
1.02	Membership	1
1.03	Voting Rights	1
1.04	Majority of Owners	1
1.05	Quorum	1
1.06	Proxies	2
1.07	Place of Meetings	2
1.08	First Meeting	2
1.09	Special Meetings	2
1.10	Notice of Meetings	2
1.11	Waiver of Notice	2
1.12	Action by Unanimous Written Consent of the Unit Owners	3
1.13	Order of Business	3
2.	BOARD OF MANAGERS	
2.01	Number and Qualification	3
2.02	Election of Managers	3
2.03	Vacancies During the Term	4
2.04	Term of Office; Resignations	4
2.05	Removal of Managers	4
2.06	Organization Meeting	4
2.07	Regular Meetings	4
2.08	Special Meetings	5
2.09	Board of Managers' Quorum	5
2.10	Action by Unanimous Written Consent of the Board of Managers	5
2.11	Fidelity Bonds	5
3.	OFFICERS	
3.01	Designation	5
3.02	Term of Office; Vacancies	5
3.03	President	6
3.04	Vice President	6
3.05	Secretary	6
3.06	Treasurer	6
4.	GENERAL POWERS OF THE ASSOCIATION	
4.01	Payments from Maintenance Funds	6
	(a) Utility Services for Common Areas, and to Units When Measured by Common Meter	6
	(b) Care of Common Areas and Facilities	7
	(c) Care of Certain Limited Common Areas and Facilities	7
	(d) Certain Maintenance of Units	7

ARTICLE

PAGE

(e) Casualty Insurance 7
(f) Liability Insurance 7
(g) Wages and Fees for Services 7
(h) Workmen's Compensation 8
(i) Discharge of Mechanic's Liens 8
(j) Additional Expenses 8

4.02 Capital Additions and Improvements 8
4.03 Rules and Regulations 8
4.04 No Active Business to be Conducted for Profit 9
4.05 Delegation of Duties 9
4.06 Right of Entry 9
4.07 Special Services 9

5. DETERMINATION AND PAYMENT OF ASSESSMENTS

5.01 Obligation of Owners to Pay Assessments 9
5.02 Preparation of Estimated Budget 9
5.03 Reserve for Contingencies and Replacements 10
5.04 Limited Common Areas & Facilities Assessments 10
5.05 Periodic Assessments 10
5.06 Uniform Per Unit Expense 10
5.07 Budget for First Year 11
5.08 Failure to Prepare Annual Budget 11
5.09 Books and Records of the Association 11
5.10 Assessments 11
5.11 Audit 11
5.12 Remedies for Failure to Pay Assessments 12

6. GENERAL PROVISIONS

6.01 Requirement for Manager or Managing Agent 12
6.02 Copies of Notices to Mortgage Lenders 12
6.03 Service of Notices on the Board of Managers 12
6.04 Non-Waiver of Covenants 12
6.05 Agreements Binding 12
6.06 Severability 12

SIGNATURES 13

EXHIBIT "C"

CONDOMINIUM ASSOCIATION BY-LAWS

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

ARTICLE I

THE ASSOCIATION

1.01 Name of Association. The Association shall be an Ohio corporation not-for-profit and shall be called NANTUCKET LANDING CONDOMINIUM ASSOCIATION, INC.

1.02 Membership. Each Unit Owner upon acquisition of title to a Unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Owner of such Unit shall automatically become a member of the Association. Membership in the Association is limited to Unit Owners within the Condominium.

1.03 Voting Rights. There shall be one (1) vote for each of the Units comprising the Condominium Property. The Owner or Owners of each Unit shall be entitled to one (1) vote for their Unit. In the event a Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Unit Owners, the voting rights of such Unit shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise the proportion of the voting power of all the Owners of his Unit that is equivalent to his proportionate interest in the Unit.

1.04 Majority of Owners. As used in these By-Laws, the term "majority of Owners" shall mean those Unit Owners holding fifty-one percent (51%) of the votes in the Association.

1.05 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners as defined in Section 1.04 shall constitute a quorum.

1.06 Proxies. Votes may be cast in person or by proxy. The person appointed as proxy need not be a Unit Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage, a Unit Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation, and if the mortgage so states, notice of the irrevocability of such designation.

1.07 Place of Meetings. Meetings of the Association shall be held at such place upon the Condominium Property, or at such other place, as may be designated by the Board of Managers and specified in the notice of the meeting at 8:00 P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting.

1.08 First Meeting. The first meeting of members of the Association shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

1.09 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

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

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

000045

1.12 Action by Unanimous Written Consent of the Unit Owners. Any action which may be authorized or taken at a meeting of the Unit Owners, may be authorized or taken without a meeting in a writing or writings signed by all of the Unit Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Unit Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Unit Owners shall be sent to all persons entitled to notice under Section 6.03 of these By-Laws at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

1.13 Order of Business. The order of business at all meetings of the Owners of Units shall be as follows:

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

ARTICLE II

BOARD OF MANAGERS

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

2.02 Election of Managers. The required Managers shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Managers, and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as

000046

there are vacancies in the Board of Managers, due to the expiration of their terms. Provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 2.01, if any, shall be filled by such lending institution.

2.03 Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Managers during the term of such Manager or Managers, the remaining Managers, though less than a majority of the whole authorized number of Managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 2.01, if any, shall be filled by such lending institution.

2.04 Term of Office; Resignation. Each Manager shall hold office until his term expires, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers, or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Manager may specify. At the first annual meeting of the members of the Association, the term of office of three (3) Managers shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining two (2) Managers shall be fixed so that such term will expire at the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective Manager, his successor shall be elected to serve for a term of two (2) years.

2.05 Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except the Manager, if any, acting as a representative of a lending institution, may not be removed by such vote. Any Manager whose removal has been proposed by the members of the Association, shall be given an opportunity to be heard at such meeting. In the event that a Manager is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created. This Section shall be subject to the provisions contained in Section 6.01.

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

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

000047

2.08 Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any three (3) Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery, or by mail, or telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

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

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

ARTICLE III

OFFICERS

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

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

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

3.04 Vice-President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

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

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

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

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

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

000049

- (b) Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas.
- (c) Care of Certain Limited Common Areas and Facilities. The cost of maintenance, repair and replacement of those Common Areas which are designated by the Declaration as Limited Common Areas and Facilities for the exclusive use of a particular Unit or Units; excepting, however, those responsibilities for care of the Limited Common Areas and Facilities by Unit Owners as set forth in the Declaration.
- (d) Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas and Facilities, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas or any other portion of a building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided the Association shall levy special assessment against such Unit Owner for the cost of said maintenance or repair.
- (e) Casualty Insurance. The premium upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.
- (f) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board of Managers, and the Owners against any liability to the public or to the Owners of Units, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.
- (g) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, but not limited to, the services of a person or firm to act as a Manager or managing agent for the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

000050

- (h) Workmen's Compensation. The costs of Workmen's Compensation insurance to the extent necessary to comply with any applicable law.
- (i) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may, in the opinion of the Association, constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular Owners, it being understood, however, that the foregoing authority shall not be in limitation to any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners.
- (j) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, common expenses or assessments which the Association is required to secure to pay for, pursuant to the terms of the Declaration and these By-Laws, or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project, or for the enforcement of the Declaration and these By-Laws.

4.02 Capital Additions and Improvements. The Association powers described in Section 4.01 are limited in that the Association shall have no authority to pay for, out of the maintenance fund, any capital additions and improvements having a total cost in excess of Two Thousand Dollars (\$2,000.00), unless it is for the purpose of replacing or restoring portions of the Common Areas. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring any expenditure in excess of Two Thousand Dollars (\$2,000.00), without, in each case, the prior approval of a majority of the members of the Association.

4.03 Rules and Regulations. The Board of Managers may, by majority vote, adopt such reasonable rules and regulations and may amend the same which the Board of Managers may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event that adopted rules and regulations conflict with any provisions of the Declaration and of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

000051

4.04 No Active Business to be Conducted for Profit. Nothing herein shall be construed to give the Association authority to conduct active business for profit on behalf of the Owners or any of them.

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

4.06 Right of Entry. An Owner shall grant the right of entry to the Association or its agent, in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

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

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

5.01 Obligation of Owners to Pay Assessments. Each Unit Owner shall have the duty to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas, and of other expenses provided for herein. Unless otherwise provided for, such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

5.02 Preparation of Estimated Budget. The Association shall, before or on December 1st of every year, prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners, an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated

000052

in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas to the next monthly installment due from Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas to the installments due in the succeeding six (6) months after rendering of the accounting.

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

5.04 Limited Common Areas and Facilities Assessments. The expense of maintenance, repair and replacement of the Limited Common Areas and Facilities designated for the use of more than one (1) Unit shall not be Common Expenses, but shared and paid for by those Units for which such Limited Common Areas and Facilities are designated for their use. Each Unit's share shall be equal to the expense of such maintenance, repair and replacement multiplied by a fraction, the numerator of which is the percentage of interest of such Unit and the denominator of which is the total of the percentages of interest of all the Units to which such Limited Common Areas and Facilities are designated. The Board of Managers shall separately state such Limited Common Areas and Facilities Assessments in the annual budget along with the expenses associated therewith. The Board of Managers, in order to collect such assessments, may avail themselves of the lien rights and other rights provided in the Declaration for the collection of assessments for Common Expenses.

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

5.06 Uniform Per Unit Expense. In the event that the Association is billed or charged for certain services hereinbefore described on a non-discriminatory uniform per Unit basis by a third party, i.e., trash, management, water and sewer, the Board of Managers may elect to assess such expenses on a strictly per Unit basis. In such event such expenses shall not be considered Common Expenses to be allocated among the Units on the basis of their percentages of ownership. Such expenses shall be assessed on a uniform per Unit basis. The Board of Managers shall elect to exercise

such option by separately stating and classifying such expenses as per Unit expenses in the annual budget. The Board of Managers, in order to collect such per Unit expenses, may avail themselves of the lien rights and other rights provided in the Declaration for the collection of assessments for Common Expenses.

5.07 Budget for First Year. When the first Board of Managers hereunder take office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 5.02.

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

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

5.10 Assessments. Monthly assessments shall begin upon the filing of the Declaration with the Recorder of Montgomery County, Ohio. These assessments shall be paid by every Unit Owner of record, including those Units the title of which is vested in Declarant after the filing for record of the Declaration.

5.11 Audit. Upon the written request of any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units,

the books of the Association shall be audited, but not more than once every three (3) years by an independent Registered or Certified Public Accountant, the results of which shall be sent to every Unit Owner of record, and the holder of any duly recorded mortgage against any Unit ownership who requests a copy thereof in writing.

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

ARTICLE VI GENERAL PROVISIONS

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

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

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

6.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

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

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, an Ohio corporation, by its duly authorized officers has caused the execution of this instrument this 20 day of Feb, 1985.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Cynthia L. Larkins By: C. V. Simms
Charles V. Simms, President

Patricia D. Walker By: Hans H. Soltau
Hans H. Soltau, Vice President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 20 day of Feb, 1985, by Charles V. Simms, President and Hans H. Soltau, Vice President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires NOV. 5, 1986



THIS INSTRUMENT PREPARED BY:

Hans H. Soltau
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

000056

EXHIBIT "D"

March 23, 1984

Description of Proposed Nantucket Landing

Located in Section 29, Town 3, Range 5 M.R.S., Washington Township, County of Montgomery, State of Ohio, and being a tract of land described as follows:

Beginning at the northwest corner of Watkins Glen, Section Two, as recorded in Plat Book 104, page 24 in the Plat Records of Montgomery County, Ohio, said point being in the west line of Mandel Drive in said Watkins Glen, Section Two;

thence with the west line of said Mandel Drive for the following three (3) courses:

on a tangent bearing, South no degrees twenty-eight minutes twenty seconds (00° 28' 20") West for twenty-nine and 69/100 (29.69) feet;

thence on a curve to the right with a radius of two thousand two hundred sixty-one and 83/100 (2261.83) feet for eight hundred twenty-six and 37/100 (826.37) feet [long chord bearing, South ten degrees fifty-six minutes twenty seconds (10° 56' 20") West for eight hundred twenty-one and 78/100 (821.78) feet];

thence on a tangent bearing, South twenty-one degrees twenty-four minutes twenty seconds (21° 24' 20") West for six hundred seventy-three and 64/100 (673.64) feet;

thence on a new dividing line, North fifty-eight degrees seven minutes fifty-nine seconds (58° 07' 59") West for three hundred sixty-four and 26/100 (364.26) feet;

thence continuing on a new dividing line, South eighty-four degrees twenty-one minutes fifty seconds (84° 21' 50") West for six hundred five and 00/100 (605.00) feet to a point in the centerline of State Route 48;

thence with said centerline, North no degrees twenty-eight minutes twenty seconds (00° 28' 20") East for one thousand ninety and 34/100 (1090.34) feet;

thence on a new dividing line, North eighty-four degrees thirty minutes no seconds (84° 30' 00") East for three hundred sixty-one and 96/100 (361.96) feet;

thence continuing on a new dividing line, North no degrees twenty-eight minutes twenty seconds (00° 28' 20") East for one hundred fifteen and 00/100 (115.00) feet to a point in the south line of land conveyed to Silverton Enterprises by deed recorded in Microfiche No. 83-621E07 in the Deed Records of Montgomery County, Ohio;

thence with said south line, North eighty-four degrees thirty minutes no seconds (84° 30' 00") East for nine hundred forty-seven and 61/100 (947.61) feet to the point of beginning containing 33.217 acres, more or less, subject, however, to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above-described tract of land.

1985 FEB 25 AM 11:06
TRANSFERRED
ROBERT L. ROBERER
MONT. COUNTY AUDITOR

450000

DEEDS

85-0077

E10



Department of State

The State of Ohio

Sherrod Brown
Secretary of State

649823

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN

of:

NANTUCKET LANDING CONDOMINIUM ASSOCIATION, INC.

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

Recorded on Roll F 615 at Frame 1760 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this 21ST day of FEB,
A.D. 1985.



Sherrod Brown
Sherrod Brown
Secretary of State

000058

70015-1160

ARTICLES OF INCORPORATION

OF

NANTUCKET LANDING CONDOMINIUM ASSOCIATION, INC.

APPROVED

By.....L.S.

Date.....2-21-85

Amount.....75.00

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

ARTICLE I

NAME

1.01 The name of said corporation shall be NANTUCKET LANDING CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as the "Association").

ARTICLE II

PRINCIPAL OFFICE

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

ARTICLE III

PURPOSE AND POWERS

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

- (a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, the Declaration and By-Laws of the Association;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the

000059

terms of the Declaration or By-Laws, and pay all expenses in connection therewith and other expenses incident to the conduct of the business of the Association;

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money to fulfill its purpose;
- (e) Administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Condominium or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive or terminate, in whole or in part, any of the same;
- (f) Provide the residents and Unit owners of the Condominium with, (i) normal utility services not separately provided to individual Units, (ii) services supplemental to municipal services, and (iii) Common Area maintenance service;
- (g) Be, function and act as the unit owners association of the Condominium, under the provisions of Chapter 5311 of the Ohio Revised Code, and delegate such authority as it desires to a managing agent;
- (h) Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law; and
- (i) Take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

ARTICLE IV

MEMBERSHIP

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

ARTICLE V
BOARD OF TRUSTEES (MANAGERS)

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

<u>NAME</u>	<u>ADDRESS</u>
Hans H. Soltau	124 East Third Street Dayton, Ohio 45402
Cynthia L. Larkins	124 East Third Street Dayton, Ohio 45402
Charles V. Simms	2785 Orchard Run Road Dayton, Ohio 45449

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

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

ARTICLE VI
NOTICE AND QUORUM

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

ARTICLE VII
INDEMNIFICATION

7.01 The Association shall indemnify every person who is or has been a Trustee, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and

whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person is a party or is threatened to be made a party by reason of the fact that person was a Trustee, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (i) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (ii) in any manner the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

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

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

ARTICLE VIII

DURATION

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

ARTICLE IX

DISSOLUTION

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

ARTICLE X
AMENDMENTS

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

IN WITNESS WHEREOF, I have hereunto subscribed my name
this 20th day of Feb, 1985.


Hans H. Soltau

76815-1705

ORIGINAL APPOINTMENT OF AGENT

The undersigned, the sole incorporator of NANTUCKET LANDING CONDOMINIUM ASSOCIATION, INC., hereby appoints HANS H. SOLTAU, a natural person resident in the county in which the Corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served. His complete address is 124 East Third Street, Dayton, Montgomery County, Ohio 45402.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Dayton, Ohio this 20th day of February, 1985.

**NANTUCKET LANDING CONDOMINIUM
ASSOCIATION, INC.**


Hans H. Soltau

NANTUCKET LANDING CONDOMINIUM ASSOCIATION, INC.

Gentlemen:

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


Hans H. Soltau

000004

12343

VICKI D. PEGG
RECORDER

155 B

FIRST AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION TWO)

JUL 19 3 47 PM '85
MONTGOMERY CO., OHIO
RECORDED

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

MONTGOMERY COUNTY AUDITOR

Dated: JUL 19 1985

By: *Robert L. Roderer*

PLAT REFERENCE: Book 125, Pages 7, 7A+7B

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1985 JUL 19 PM 3:05
MONT. COUNTY AUDITOR
ROBERT L. RODERER
TRANSFERRED

**FIRST AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION TWO)**

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

RECITALS

A. On February 5, 1985, certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was filed at Microfiche No. 85-077-A01, et seq., of the deed records of Montgomery County, Ohio.

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

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

F. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

B. Section 4.01(a) is hereby amended by deleting the entire provisions thereof and substituting therefor the following:

4.01 Description. Unless or until amended, the following buildings are located on the Condominium Property which are generally described as follows:

(a) Buildings 1, 2, 4 and 5 are partially one (1) and two (2) stories in height, each containing three (3) townhouse Units and one (1) ranch Unit.

(b) Building 6 is two (2) stories in height containing four (4) townhouse Units.

C. Section 4.03 is hereby amended by adding thereto the following:

(b) Buildings 4, 5 and 6 face Nantucket Landing.

D. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor the following:

<u>UNITS</u>	<u>TYPE</u>
2,7,15,19	A
1,8,16,20	B
3,6,14,18,21,23	C
4,5,13,17,22,24	D

000067

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

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	4.448
2	4.271
3	5.160
4	5.694
5	5.694
6	5.160
7	4.271
8	4.448
13	5.694
14	5.160
15	5.694
16	4.448
17	4.271
18	5.160
19	4.271
20	4.448
21	5.160
22	5.694
23	5.160
24	5.694

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

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

5. Consent to this First Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

IN WITNESS WHEREOF, CHARLES V. SIMMS DEVELOPMENT CORPORATION, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 15th day of JULY, 1985.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

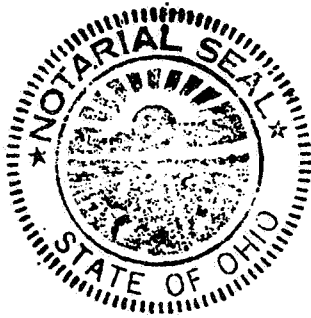
Patricia D. Walker

By: *Hans H. Soltau*
Its Vice President

Jennifer L. Shafor

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this
15th day of July, 1985 by Hans H. Soltau, Vice Presi-
dent of Charles V. Simms Development Corporation, an Ohio corpora-
tion, on behalf of the corporation.



Jennifer L. Shafor
Notary Public
JENNIFER L. SHAFOR, Notary Public
In and for the State of Ohio
My Commission Expires May 23, 1988

THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

1985 JUL 19 PM 3:05
MONT. COUNTY AUDITOR
ROBERT L. RODERER
TRANSFERRED

DEED 85-0360 A05

EXHIBIT "A"



WOOLPERT

Description of Nantucket Landing Condominiums Section Two July 8, 1985

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number One of Nantucket Landing Section One as recorded in Plat Book 122, page 24, of the Plat Records of Montgomery County, Ohio, and being described as follows:

Beginning at the northwest corner of said Lot Number One, said corner being at the intersection of the east right-of-way line of Dayton-Lebanon Pike (State Route 48) and the centerline of Nantucket Landing (a Private Drive as recorded with Nantucket Landing Section One), said corner also being in the south line of land conveyed to Charles V. Simms by deed recorded in Deed Microfiche No. 84-314E02 of the Deed Records of Montgomery County, Ohio;

thence with the centerline of Nantucket Landing (a Private Drive) and the south line of said Simms land, South eighty-nine degrees thirty-one minutes forty seconds (89° 31' 40") East for two hundred fifteen and 10/100 (215.10) feet to the TRUE POINT OF BEGINNING;

thence continuing with the south line of said Simms land for the following three (3) courses:

South eighty-nine degrees thirty-one minutes forty seconds (89° 31' 40") East for eighty-four and 90/100 (84.90) feet;

thence North no degrees twenty-eight minutes twenty seconds (00° 28' 20") East for eighty-one and 50/100 (81.50) feet;

thence North eighty-seven degrees fifty-eight minutes twenty seconds (87° 58' 20") East for one hundred sixty-three and 00/100 (163.00) feet;

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

South no degrees fifty-one minutes six seconds (00° 51' 06") West for ninety-four and 80/100 (94.80) feet;

thence South three degrees fifty-three minutes forty-five seconds (03° 53' 45") West for two hundred forty-four and 32/100 (244.32) feet to an angle point in the south line of said Lot Number One, said line being also the north line of land conveyed to Charles V. Simms by deed recorded in Deed Microfiche No. 84-314E02 of the Deed Records of Montgomery County, Ohio;

thence with the south line of said Lot Number One and the north line of said Simms land for the following two (2) courses:

South eighty-nine degrees thirty-two minutes no seconds (89° 32' 00") West for one hundred sixty-two and 79/100 (162.79) feet;

thence South fifty-five degrees five minutes seven seconds (55° 05' 07") West for forty-nine and 41/100 (49.41) feet to the southeast corner of Nantucket Landing Condominiums Section One;

DEED 85-0360 A06

000070

Description of
Nantucket Landing Condominiums
Section Two
Page Two

thence with the east line of Nantucket Landing Condominiums Section One, North fifteen degrees ten minutes fifty-six seconds ($15^{\circ} 10' 56''$) West for one hundred eighty and 03/100 (180.03) feet to a northeast corner thereof;

thence on a new division line through said Lot Number One, North ten degrees thirty minutes no seconds ($10^{\circ} 30' 00''$) East for one hundred nine and 68/100 (109.68) feet to the TRUE POINT OF BEGINNING containing 1.740 acres, more or less, subject however, to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

DLW:clc
#10-13317-01

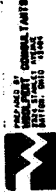
DEED 85-0360 A07

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**NANTUCKET LANDING CONDOMINIUMS
SECTION TWO**

THESE LOTS OF
NANTUCKET LANDING SECTION ONE
AS RECORDED IN PLAT BOOK 122,
PAGE 24, IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

SECTION 29, LOCAL RANGE 5, H.R.S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
JUNE 1989



REAR - NORTH



EAST END



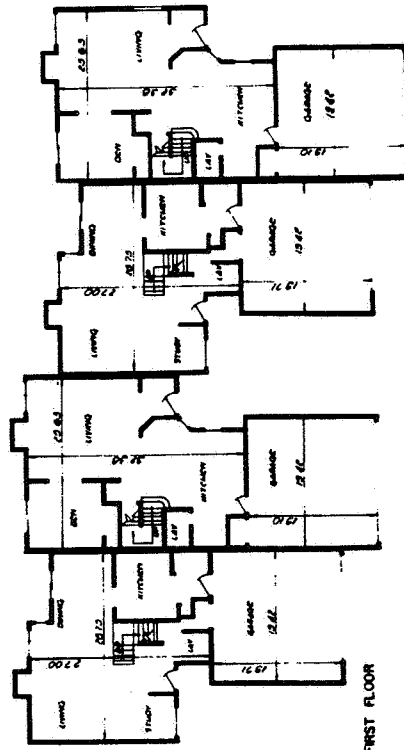
FRONT - SOUTH



WEST END

BUILDING NO. 6

SCALE 1/8" = 1'-0"



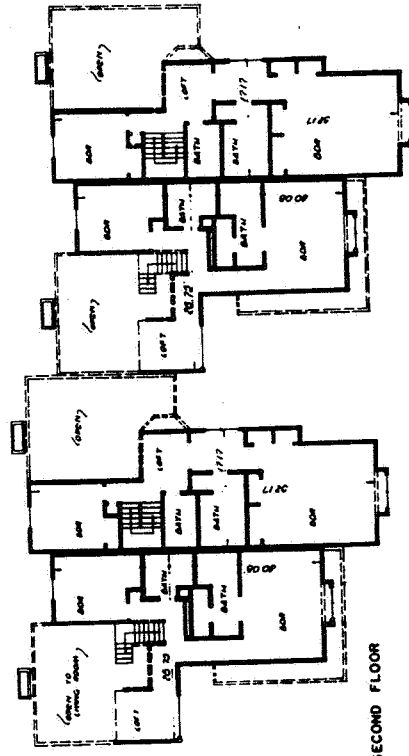
FIRST FLOOR

UNIT NO. 21
4500 SQ FT LIVING AREA
3500 SQ FT GARAGE AREA
3800 TOTAL SQ FT UNIT

UNIT NO. 22
1680 SQ FT LIVING
370 SQ FT GARAGE
1850 TOTAL SQ FT UNIT

UNIT NO. 20
5000 SQ FT LIVING AREA
3500 SQ FT GARAGE AREA
7800 TOTAL SQ FT UNIT

UNIT NO. 19
4600 SQ FT LIVING AREA
3300 SQ FT GARAGE AREA
10500 TOTAL SQ FT UNIT



SECOND FLOOR

000073

26080

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RECORDED
RECORDER

153.60
C

NOV 15 10 56 AM '85

MONTGOMERY CO. OHIO
RECORDED

SECOND AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION THREE)

N
+67
251

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

MONTGOMERY COUNTY AUDITOR

Dated: NOV 15 1985

By: *Robert L. Roberer*

PLAT REFERENCE: Book 126, Pages 646A+6B

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

11 AM NOV 15 1985
MONT. COUNTY AUDITOR
ROBERT L. ROBERER

DEED 85-0606 C02

000078

**SECOND AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION THREE)**

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

RECITALS

A. On February 5, 1985, certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration as amended by any subsequent amendment thereto filed with the Recorder of Montgomery County, Ohio.

C. The Declaration was filed at Microfiche No. 85-077-A01, et seq., and the First Amendment thereto at Microfiche No. 85-360-A01, et seq., of the deed records of Montgomery County, Ohio.

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

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

G. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(c) Building 7 is partially one (1) and two (2) stories in height, containing one (1) town-house Unit and one (1) ranch Unit.

(d) Building 8 is partially one (1) and two (2) stories in height containing four (4) town-house Units and one (1) ranch Unit.

C. Section 4.03 is hereby amended by adding thereto the following:

(c) Buildings 7 and 8 face Whalers Wharf.

D. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor the following:

<u>UNITS</u>	<u>TYPE</u>
2,7,15,19,26,32,33	A
1,8,16,20,25,34	B
3,6,14,18,21,23,31	C
4,5,13,17,22,24,30	D

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

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	3.355
2	3.221
3	3.893
4	4.296
5	4.296
6	3.893
7	3.221
8	3.355
13	4.296
14	3.893
15	4.296
16	3.355
17	3.221
18	3.893
19	3.221
20	3.355
21	3.893
22	4.296
23	3.893
24	4.296
25	3.355
26	3.221
30	4.296
31	3.893
32	3.221
33	3.221
34	3.355

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

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

5. Consent to this Second Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

IN WITNESS WHEREOF, CHARLES V. SIMMS DEVELOPMENT CORPORATION, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 11th day of NOVEMBER, 1985.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Cynthia L. Larkins

By: Hans H. Soltau
Its Vice President

Patricia D. Walker

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 1985 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires NOV. 5, 1988

THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

62-6 AM 15 NOV 1985
ROBERT L. ROBERN
MONT. COUNTY ABSTOR
FINANCIAL

EXHIBIT "A"



Description of Nantucket Landing Condominiums
Section Three
November 7, 1985

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number One of Nantucket Landing Section One as recorded in Plat Book 122, page 24 of the Plat Records of Montgomery County, Ohio and being described as follows:

Beginning at the northeast corner of Nantucket Landing Condominiums Section Two, said corner being an angle point in the north line of said Lot Number One and in the south line of land conveyed to Charles V. Simms by deed recorded in Deed Microfiche No. 84-314E02 of the Deed Records of Montgomery County, Ohio.

thence continuing with the north line of said Lot Number One and the south line of said Simms Land for the following four (4) courses: thence North twenty-nine degrees forty-five minutes forty-five seconds (29-45'45") East for ninety-three and 00/100 (93.00) feet;

thence South seventy-one degrees twenty minutes forty-five seconds (71-20'45") East for one hundred nine and 00/100 (109.00) feet;

thence South thirteen degrees twenty minutes eight seconds (13-20'08") West for forty-seven and 00/100 (47.00) feet;

thence South fifty-one degrees eight minutes twenty seconds (51-08'20") East for two hundred forty and 00/100 (240.00) feet;

thence leaving said line on a new division line through said Lot Number One for the following three (3) courses:

South twenty-one degrees twenty-four minutes twenty seconds (21-24'20") West for ninety and 00/100 (90.00) feet;

thence North forty-five degrees fifty-nine minutes twenty-six seconds (45-59'26") West for sixty-one and 63/100 (61.63) feet;

thence on a radial line South sixty-four degrees twenty-seven minutes ten seconds (64-27'10") West for one hundred forty and 00/100 (140.00) feet to a point in the centerline of Whalers Wharf (a Private Drive as recorded with Nantucket Landing Section One);

thence with the centerline of Whalers Wharf (a Private Drive) on a curve to the right with a radius of two hundred fifty and 00/100 (250.00) feet for an arc distance of one hundred sixty-nine and 66/100 (169.66) feet, [long chord bearing North six degrees six minutes twenty-one seconds (06-06'21") West for one hundred sixty-six and 42/100 (166.42) feet, central angle of said curve being thirty-eight degrees fifty-two minutes fifty-eight seconds (38-52'58")];

thence continuing with the centerline of Whalers Wharf (a Private Drive) on a tangent bearing North thirteen degrees twenty minutes eight seconds (13-20'08") East for fifty-nine and 94/100 (59.94) feet;

thence leaving said centerline on a new division line through said Lot Number One North seventy-six degrees thirty-nine minutes fifty-two seconds (76-39'52") West for one hundred twenty-one and 39/100 (121.39) feet to the point of beginning, containing no and 994/1000 (.994) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

000083

We, the undersigned, being all the owners and leaseholders of the land herein shown do hereby acknowledge the making and signing of the within condominium plan to be our voluntary act and deed and do hereby dedicate the easements shown to the public use forever. Whittaker Wharf is a privately maintained, recreational area for the use of the residents of the within condominium. Easements shown are for the construction, operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone or other utility lines or services and for the express privilege of removing any or all trees and other obstructions from the premises for said purposes and are to be maintained in accordance with the provisions of said plan and are to be maintained as such forever.

The undersigned owners and leaseholders hereby consent to and join in the execution of the lands herein described and the interests therein to the effect set forth in the Declaration of such Condominiums to be filed with the Recorder of Montgomery County, Ohio under the condominium statute of the State of Ohio. For Declaration see Microfiche No. _____

Signed and acknowledged in the presence of:
 Charles V. Simms, Development Corp.
 Charles V. Simms, President

Signed and acknowledged in the presence of:
 Charles V. Simms, Development Corp.
 Charles V. Simms, President

State of Ohio, s.s.
 Be it remembered, that on this 1st day of Nov., 1985, before me, the undersigned, a Notary Public in and for said State, personally came Charles V. Simms, Development Corporation, by Charles V. Simms, its duly authorized officer, who acknowledged to me that he is the same as the time and voluntary act of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

State of Ohio, s.s.
 Be it remembered, that on this 1st day of Nov., 1985, before me, the undersigned, a Notary Public in and for said State, personally came Charles V. Simms, Development Corporation, by Charles V. Simms, its duly authorized officer, who acknowledged to me that he is the same as the time and voluntary act of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Date: Nov. 1, 1985
 Charles V. Simms
 Charles V. Simms

Signed and acknowledged in the presence of:
 Charles V. Simms, Development Corp.
 Charles V. Simms, President

Signed and acknowledged in the presence of:
 Charles V. Simms, Development Corp.
 Charles V. Simms, President

State of Ohio, s.s.
 Be it remembered, that on this 1st day of Nov., 1985, before me, the undersigned, a Notary Public in and for said State, personally came Hunter Savings Association by John E. Hunsberger, its Senior Vice-President and duly authorized officer, who acknowledged to me that he is the same as the time and voluntary act of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Signed and acknowledged in the presence of:
 Hunter Savings Association
 John E. Hunsberger, Senior Vice-President

Signed and acknowledged in the presence of:
 Hunter Savings Association
 John E. Hunsberger, Senior Vice-President

State of Ohio, s.s.
 Be it remembered, that on this 1st day of Nov., 1985, before me, the undersigned, a Notary Public in and for said State, personally came Charles V. Simms, Development Corporation, by Charles V. Simms, its duly authorized officer, who acknowledged to me that he is the same as the time and voluntary act of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Signed and acknowledged in the presence of:
 Charles V. Simms, Development Corp.
 Charles V. Simms, President

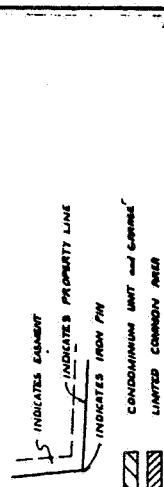
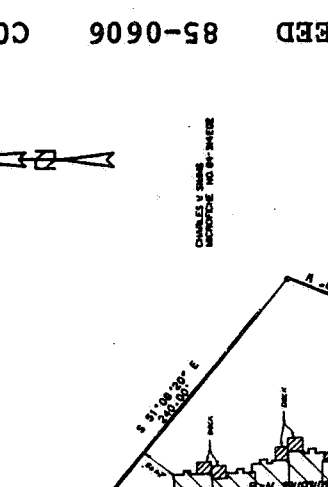
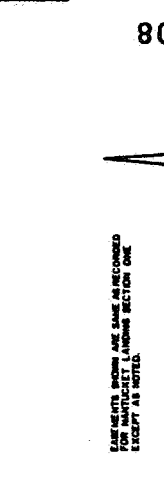
Signed and acknowledged in the presence of:
 Charles V. Simms, Development Corp.
 Charles V. Simms, President

NANTUCKET LANDING CONDOMINIUMS SECTION THREE

BEING PART OF LOT 1 OF MAIN BUSINESS LANDING SECTION ONE AS SHOWN ON THE PLAT RECORDS, PAGE 24, IN THE PUBLIC RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN SECTION 29, TOWN 3, RANGE 5, N.R.S. WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO OCT. 1985 SCALE: 1"=40' CONTAINING 0.994 ACRES

WOOLPERT CONSULTANTS
 1000 W. 12TH ST.
 CLEVELAND, OHIO 44115
 (216) 763-1234



KEY
 - - - - - INDICATES EASEMENT
 - - - - - INDICATES PROPERTY LINE
 - - - - - INDICATES IRON PIN

CONDOMINIUM UNIT and GARAGE
 LIMITED COMMON AREA
 COMMON AREA

DEED 85-0606 C08

EXHIBIT B

000084

19-12317-01

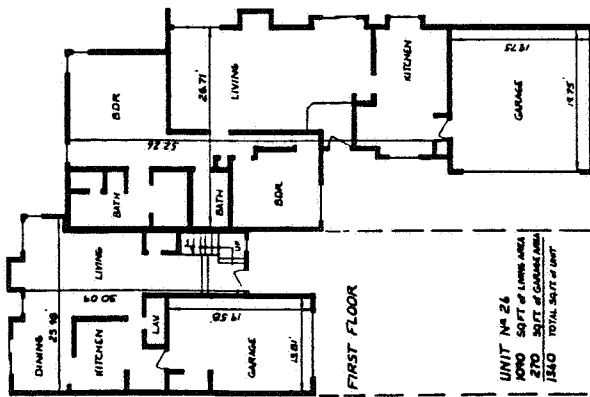
**NANTUCKET LANDING CONDOMINIUMS
SECTION THREE**

BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
BEING SUBDIVISION PLAT RECORDS,
PAGE 2 UNDER THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

LOCATED IN RANGE S. H.R.S.
SECTION 28, TOWN S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
OCT. 1985

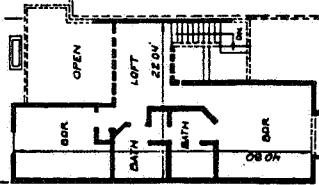
DEED 85-0606 C09

BUILDING N# 7
SCALE 3/16"



FIRST FLOOR

UNIT N# 24
3700 SQ FT OF LIVING AREA
270 SQ FT OF GARAGE AREA
1310 TOTAL SQ FT OF UNIT



SECOND FLOOR

UNIT N# 25
1180 SQ FT OF LIVING AREA
390 SQ FT OF GARAGE AREA
1570 TOTAL SQ FT OF UNIT

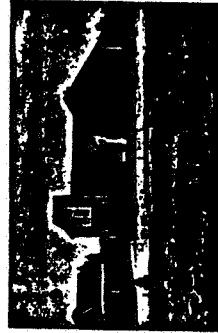
(1 STORY)



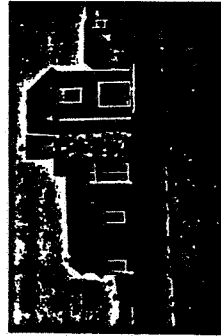
NORTH END



SOUTH END



FRONT - EAST



REAR - WEST

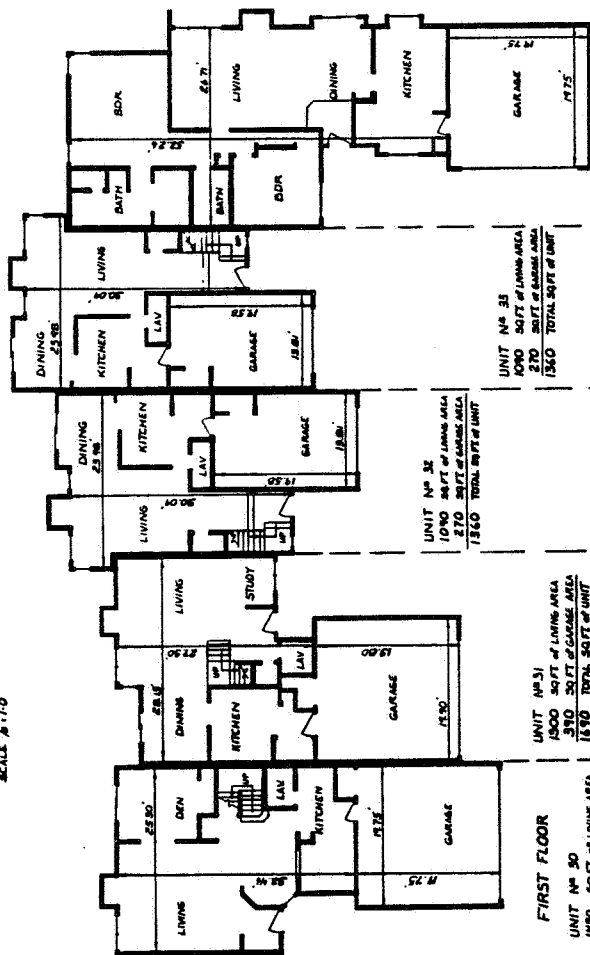
000085

**NANTUCKET LANDING CONDOMINIUMS
SECTION THREE**

BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
AS RECORDED IN PLAT BOOK 122,
PAGE 17, OF THE PUBLIC RECORDS
OF MONTGOMERY COUNTY, OHIO

LOCATED IN RANGE 5, N.R.S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
OCT. 1985

BUILDING N° 8
SCALE 3/16"



FIRST FLOOR

UNIT N° 30
1480 SQ FT OF LIVING AREA
390 SQ FT OF GARAGE AREA
1870 TOTAL SQ FT OF UNIT

UNIT N° 31
1500 SQ FT OF LIVING AREA
380 SQ FT OF GARAGE AREA
1880 TOTAL SQ FT OF UNIT

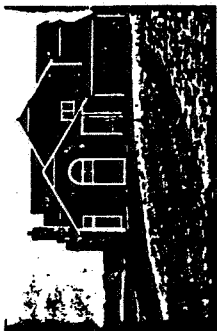
UNIT N° 32
1590 SQ FT OF LIVING AREA
270 SQ FT OF GARAGE AREA
1860 TOTAL SQ FT OF UNIT

UNIT N° 33
1690 SQ FT OF LIVING AREA
270 SQ FT OF GARAGE AREA
1960 TOTAL SQ FT OF UNIT

UNIT N° 34
1180 SQ FT OF LIVING AREA
390 SQ FT OF GARAGE AREA
1570 TOTAL SQ FT OF UNIT

NORTH END

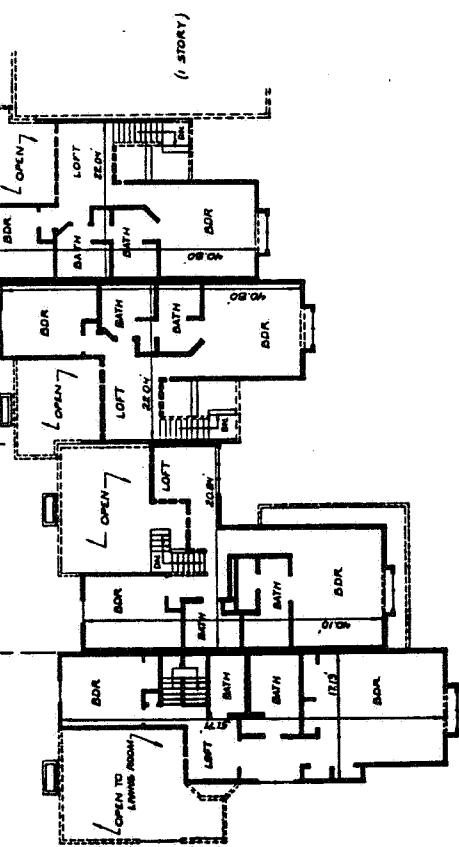
SOUTH END



REAR - EAST



FRONT - WEST



SECOND FLOOR

980000

DEED 85-0606 C10

SHEET 5 OF 3

DR. J. D. G. 22016.300

1st F. 1110 21 2016.300

APPROVED BY
JAMES W. HOFFMAN, JR. ARCHITECT

4853

VICKI D. PEGG
RECORDER

155.60
16

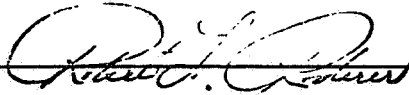
THIRD AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION FOUR)

MAR 25 1 15 PM '86
MONTGOMERY CO. OHIO
RECORDED

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

MONTGOMERY COUNTY AUDITOR

Dated: MAR 25 1986

By: 

PLAT REFERENCE: Book 127, Pages 545A+5B

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1986 MAR 25 AM 11:59

TRANSFERRED
ROBERT L. RODERER
MONT. COUNTY AUDITOR

000087

DEED 86-0150 C09

**THIRD AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION FOUR)**

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

RECITALS

A. On February 5, 1985, certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration as amended by any subsequent amendment thereto filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>Instrument</u>	<u>Deed Records</u>	<u>Plat Records</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

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

G. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(e) Building 9 is two (2) stories in height, containing four (4) townhouse Units.

(f) Building 10 is partially one (1) and two (2) stories in height containing three (3) townhouse Units and one (1) ranch Unit.

C. Section 4.03 is hereby amended by adding thereto the following:

(d) Buildings 9 and 10 face Whalers Wharf.

000089

D. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor the following:

<u>UNITS</u>	<u>TYPE</u>
2,7,15,19,26,32 33,35,36,40,41	A
1,8,16,20 25,34,39	B
3,6,14,18,21 23,31,37,42	C
4,5,13,17 22,24,30,38	D

E. Section 6.01, titled "General", is hereby amended by adding thereto the pool, its fixtures, decking, pool house and any attendant facilities.

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

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	2.7972
2	2.4239
3	3.0111
4	3.3321
5	3.3321
6	3.0111
7	2.4239
8	2.7972
13	3.3321
14	3.0111
15	3.3321
16	2.7972
17	2.4239
18	3.0111
19	2.4239
20	2.7972
21	3.0111
22	3.3321
23	3.0111
24	3.3321
25	2.7972
26	2.4239
*	
30	3.3321
31	3.0111
32	2.4239
33	2.4239
34	2.7972

000090

UNIT DESIGNATION

PERCENTAGE OF OWNERSHIP

35	2.4239
36	2.4239
37	3.0111
38	3.3321
39	2.7972
40	2.4239
41	2.4239
42	3.0111

* Please note, there are no Units numbered 27, 28 or 29.

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

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

5. Consent to this Third Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

000091

IN WITNESS WHEREOF, CHARLES V. SIMMS DEVELOPMENT CORPORATION, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 20 day of March, 1986.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Cynthia L. Larkins

By:

Hans H. Soltau
Its Vice President

Carelyn J. Summers

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 10 day of March, 1986 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires NOV. 5, 1986



THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

000092

EXHIBIT "A"



WOOLPERT

Description of Nantucket Landing Condominiums
Section Four
March 14, 1986

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number One of Nantucket Landing Section One as recorded in Plat Book 122, page 24 of the Plat Records of Montgomery County, Ohio and being described as follows:

Beginning at the northeast corner of Nantucket Landing Condominiums Section Two, said corner being an angle point in the north line of said Lot Number One and in the south line of land conveyed to Charles V. Simms by deed recorded in Deed Microfiche No. 84-314E02 of the Deed Records of Montgomery County, Ohio, said point being also a west corner of Nantucket Landing Condominiums Section Three:

thence with a south line of said Nantucket Landing Condominiums Section Three South seventy-six degrees thirty-nine minutes fifty-two seconds (76-39'52") East for one hundred twenty-one and 39/100 (121.39) feet to a northeast corner of said Nantucket Landing Condominiums Section Three, said corner being in the centerline of Whalers Wharf (a Private Drive as recorded with Nantucket Landing Section One);

thence with the centerline of said Whalers Wharf on a tangent bearing South thirteen degrees twenty minutes eight seconds (13-20'08") West for fifty-nine and 94/100 (59.94) feet;

thence continuing with the centerline of Whalers Wharf on a curve to the left with a radius of two hundred fifty and 00/100 (250.00) feet for an arc distance of two hundred seventy-seven and 35/100 (277.35) feet, [long chord bearing South eighteen degrees twenty-six minutes forty-seven seconds (18-26'47") East for two hundred sixty-three and 35/100 (263.35) feet, central angle of said curve being sixty-three degrees thirty-three minutes fifty-one seconds (63-33'51")];

thence leaving said centerline on a new division line through said Lot Number One on a radial line bearing South thirty-nine degrees forty-six minutes seventeen seconds (39-46'17") West for one hundred eleven and 67/100 (111.67) feet to a point on the south line of said Nantucket Landing Section One and a north line of land conveyed to Charles V. Simms by deed recorded in Deed Microfiche No. 84-314E02 of the Deed Records of Montgomery County, Ohio;

thence with the south line of said Section One and the north line of said Simms land North fifty-eight degrees seven minutes fifty-nine seconds (58-07'59") West for one hundred fifty-eight and 00/100 (158.00) feet to the southeast corner of Nantucket Landing Condominiums Section Two;

thence with the east line of Nantucket Landing Condominiums Section Two for the following two (2) courses:

North three degrees fifty-three minutes forty-five seconds (03-53'45") East for two hundred forty-four and 32/100 (244.32) feet;

thence North no degrees fifty-one minutes six seconds (00-51'06") East for ninety-four and 80/100 (94.80) feet to the point of beginning, containing one and 132/10000 (1.132) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

D.L.W. 10-13317-01

WOOLPERT CONSULTANTS • 2324 STANLEY AVENUE • DAYTON, OHIO 45404-1285 • 513/461-5660

DEED 86-0150 D03

1986
MONT. COUNTY AUDITOR
ROBERT L. ROBERER
TRANSFERRED

000093

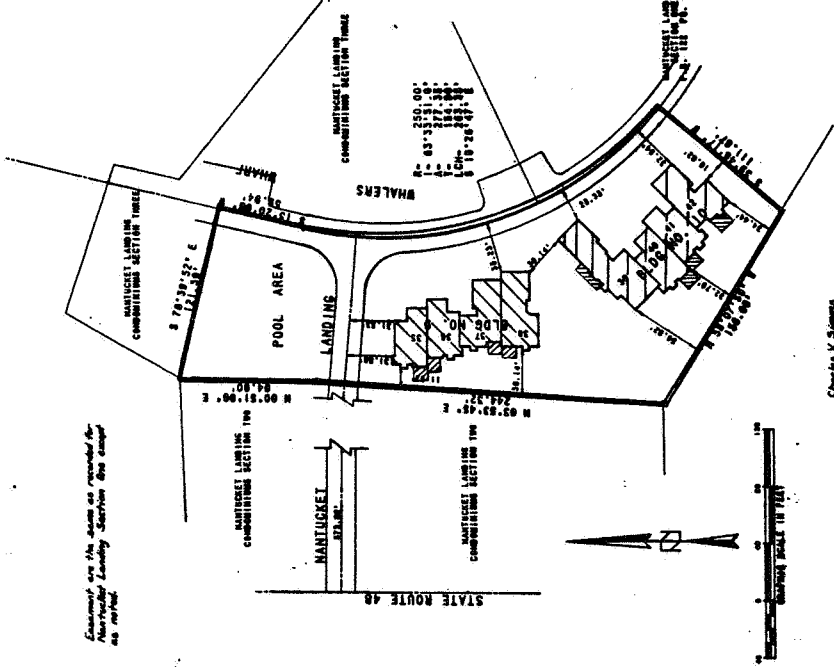
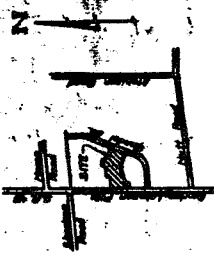
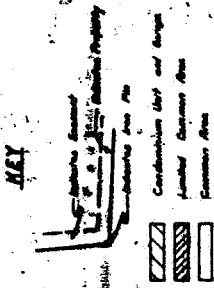
NANTUCKET LANDING CONDOMINIUMS

BEING PART OF LOT 1 OF ONE HANTUCKET LANDING AND ONE AS RECORDED IN PLAT BOOK 122 PAGE 24 IN THE PLAT RECORDS OF MONTGOMERY COUNTY, M.D.

LOCATED IN SECTION 29, TOWN 3, RANGE 5, M.R.S. WASHINGTON JURISDICTION, MONTGOMERY COUNTY, M.D. MARCH, 1984 SCALE: 1"=40'

CONTAINING 1.132 ACRES

PREPARED BY CHARLES V. SHAW, ARCHITECT, 1011 17TH ST. N.W., WASHINGTON, D.C. 20036

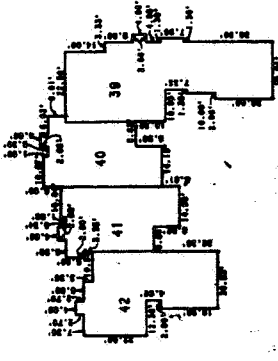


Comments on this plan as received from Nantucket Landing Services are incorporated as noted.

Charles V. Shaw, Architect, 1011 17th St. N.W., Washington, D.C. 20036

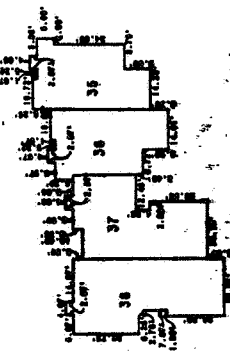
SHEET 1 OF 3

ORDER NO. 10-13117-C-1



BUILDING NO. 10

NOTE: BUILDING DIMENSIONS ARE EXTERIOR MEASUREMENTS



BUILDING NO. 9

Professional seal and signature of Fred F. Reed, P.E., P.S., dated 3-25-84, for the Montgomery County Board of Engineers and Surveyors.

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

CHARLES V. SHAW, ARCHITECT. Charles V. Shaw, President

State of Maryland, City of District of Columbia, 1984, before me...

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

State of Maryland, City of District of Columbia, 1984, before me...

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

State of Maryland, City of District of Columbia, 1984, before me...

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

State of Maryland, City of District of Columbia, 1984, before me...

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

State of Maryland, City of District of Columbia, 1984, before me...

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

State of Maryland, City of District of Columbia, 1984, before me...

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

State of Maryland, City of District of Columbia, 1984, before me...

I, the undersigned, being of the age and holders of the land herein shown to hereby certify that the plan and plat of the condominium shown to the public and forever, Nantucket Landing and Whalers Wharf are properly maintained, non-adjacent, and...

NANTUCKET LANDING CONDOMINIUMS

SECTION FOUR

BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
AS RECORDED IN PLAT BOOK 122,
PAGE 24, IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

SECTION 29, LOCATED IN
TOWNSHIP 3, RANGE 5, M. R. S.
WASHINGTON, OHIO
MONTGOMERY COUNTY, OHIO
MARCH, 1986



REAR - WEST



SOUTH - WEST



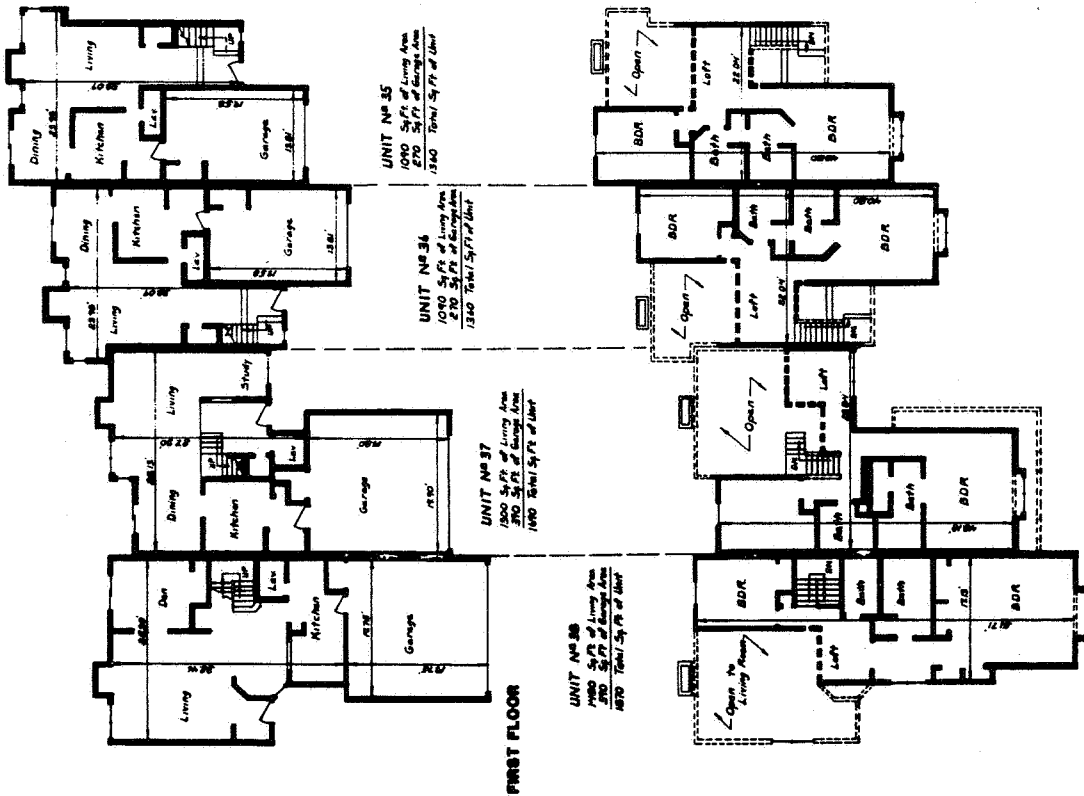
FRONT - EAST



NORTH - END

BUILDING #9

Sheet 80-2-C



300 2nd St. N.W.
Washington, D.C. 20001

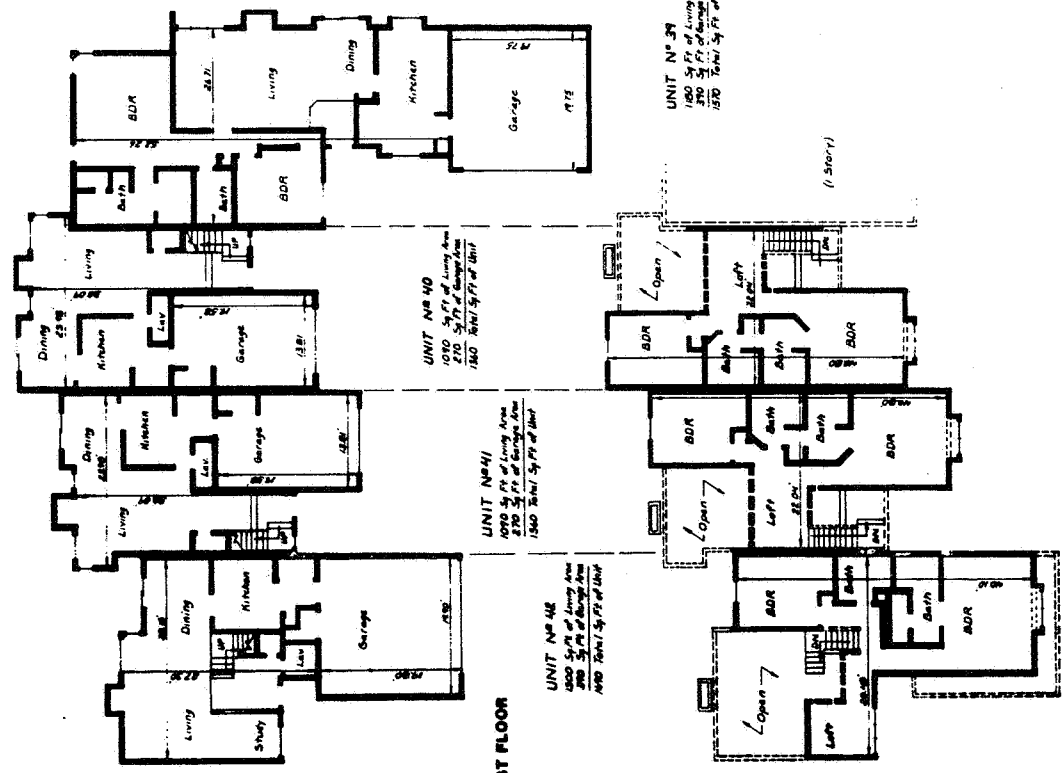
NANTUCKET LANDING CONDOMINIUMS

SECTION FOUR
BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
AS RECORDED IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

LOCATED IN
SECTION 29, TOWN 3, RANGE 5, M. R. S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
MARCH, 1986

PREPARED BY
SWANLEY CONSULTANTS
ESTABLISHED 1910

BUILDING #10

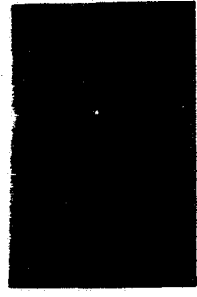


FIRST FLOOR

SECOND FLOOR

DEED 86-0150 D06

000096



REAR - WEST



FRONT - EAST



SOUTH - END



NORTH - END

12000

2

VICTOR S. PUGH
RECORDER

111

FOURTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION FIVE)

JUL 2 12 42 PM '86

MONTGOMERY CO., OHIO
RECORDED

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

MONTGOMERY COUNTY AUDITOR

Dated: JUL - 2 1986

By: *Robert L. Roderer*

PLAT REFERENCE: Book 127, Pages 447-44A

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1986 JUL - 2 PM 12: 25

TRANSFERRED
ROBERT L. RODERER
MONT. COUNTY AUDITOR

DEED 86-0350 E02

000097

FOURTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION FIVE)

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

RECITALS

A. On February 5, 1985, certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration as amended by any subsequent amendment thereto filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>Instrument</u>	<u>Deed Records</u>	<u>Plat Records</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06
Third Amendment	86-150-C09	127-5

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

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

G. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(g) Building 12 is partially one (1) and two (2) stories in height, containing three (3) town-house Units and two (2) ranch Units.

C. Section 4.03 is hereby amended by adding thereto the following:

(e) Building 12 faces Whalers Wharf.

D. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor the following:

<u>UNITS</u>	<u>TYPE</u>
2,7,15,19,26,32 33,35,36,40,41,48,50	A
1,8,16,20 25,34,39,47,51	B
3,6,14,18,21 23,31,37,42,49	C
4,5,13,17 22,24,30,38	D

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

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	2.466
2	2.136
3	2.654
4	2.93725
5	2.93725
6	2.654
7	2.136
8	2.466
*	
13	2.93725
14	2.654
15	2.93725
16	2.466
17	2.136
18	2.654
19	2.136
20	2.466
21	2.654
22	2.93725
23	2.654
24	2.93725
25	2.466
26	2.136
*	
30	2.93725
31	2.654
32	2.136
33	2.136
34	2.466

000100

UNIT DESIGNATION PERCENTAGE OF OWNERSHIP

35	2.136
36	2.136
37	2.654
38	2.93725
39	2.466
40	2.136
41	2.136
42	2.654
*	
47	2.466
48	2.136
49	2.654
50	2.136
51	2.466

* Units to be added at a later date.

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

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

5. Consent to this Fourth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

IN WITNESS WHEREOF, CHARLES V. SIMMS DEVELOPMENT CORPORATION, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 30th day of June, 1986.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

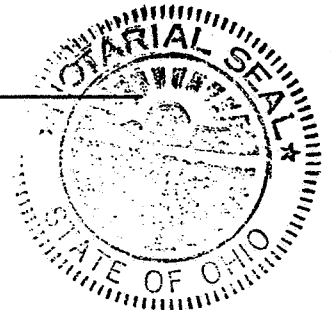
Kathy A. Jarvis
Patricia D. Walker

By: Hans H. Soltau
Its Vice President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 30th day of June, 1986 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Kathy A. Jarvis
Notary Public
KATHY A. TAXIS, Notary Public
In and for the State of Ohio
My Commission Expires August 29, 1990



THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

1986 JUL -2 PM 12:26
ROBERT L. RODERER
MONT. COUNTY AUDITOR
TRANSFERRED

N EXHIBIT A

264
357



WOOLPERT

CELEBRATING OUR 75TH YEAR • 1911-1986

DESCRIPTION OF NANTUCKET LANDING
CONDOMINIUMS SECTION FIVE
June 25, 1986

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number One of Nantucket Landing Section One as recorded in (Plat Book 122, page 24) of the Plat Records of Montgomery County, Ohio and being described as follows:

Beginning at the southwest corner of Nantucket Landing Condominiums Section Three as recorded in Plat Book 126. Pages 6-6B in the Plat Records of Montgomery County, Ohio, said point being in the centerline of Whalers Warf. a privately maintained, non-dedicated street;

thence with the south line of said Section Three North sixty-four degrees twenty-seven minutes ten seconds (64-27'10") East for one hundred forty and 00/100 (140.00) feet to an angle point in said south line;

thence continuing with said south line and its southeastward extension South forty-five degrees fifty-nine minutes twenty-six seconds (45-59'26") East for one hundred thirty-six and 63/100 (136.63) feet;

thence South thirty-one degrees fourteen minutes twenty seconds (31-14'20") West for one hundred twenty-seven and 77/100 (127.77) feet to a point in the centerline of said Whalers Warf;

thence with said centerline on a tangent bearing North fifty-eight degrees forty-five minutes forty seconds (58-45'40") West for seventy-three and 00/100 (73.00) feet;

thence continuing with said centerline on a curve to the right with a radius of two hundred fifty and 00/100 (250.00) feet for an arc distance of one hundred forty-four and 92/100 (144.92) feet, [long chord bearing North forty-two degrees nine minutes fifteen seconds (42-09'15") West for one hundred forty-two and 90/100 (142.90) feet, central angle of said curve being thirty-three degrees twelve minutes fifty seconds (33-12'50")] to the point of beginning, containing no and 5708/10000 (0.5708) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

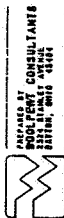
R.E.T. 10-13317-01

000103

**NANTUCKET LANDING CONDOMINIUMS
SECTION FIVE**

BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
AS RECORDED IN PLAT BOOK 122,
PAGE 24, IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

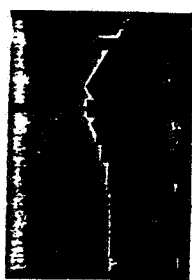
LOCATED IN
SECTION 29, TOWN 3, RANGE 3, M. R. S.
MONTGOMERY COUNTY, OHIO
JUNE, 1986 SCALE: 1/8"=1'-0"
CONTAINING 0.5708 ACRES



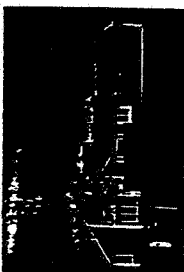
SOUTH - FRONT



NORTH - REAR



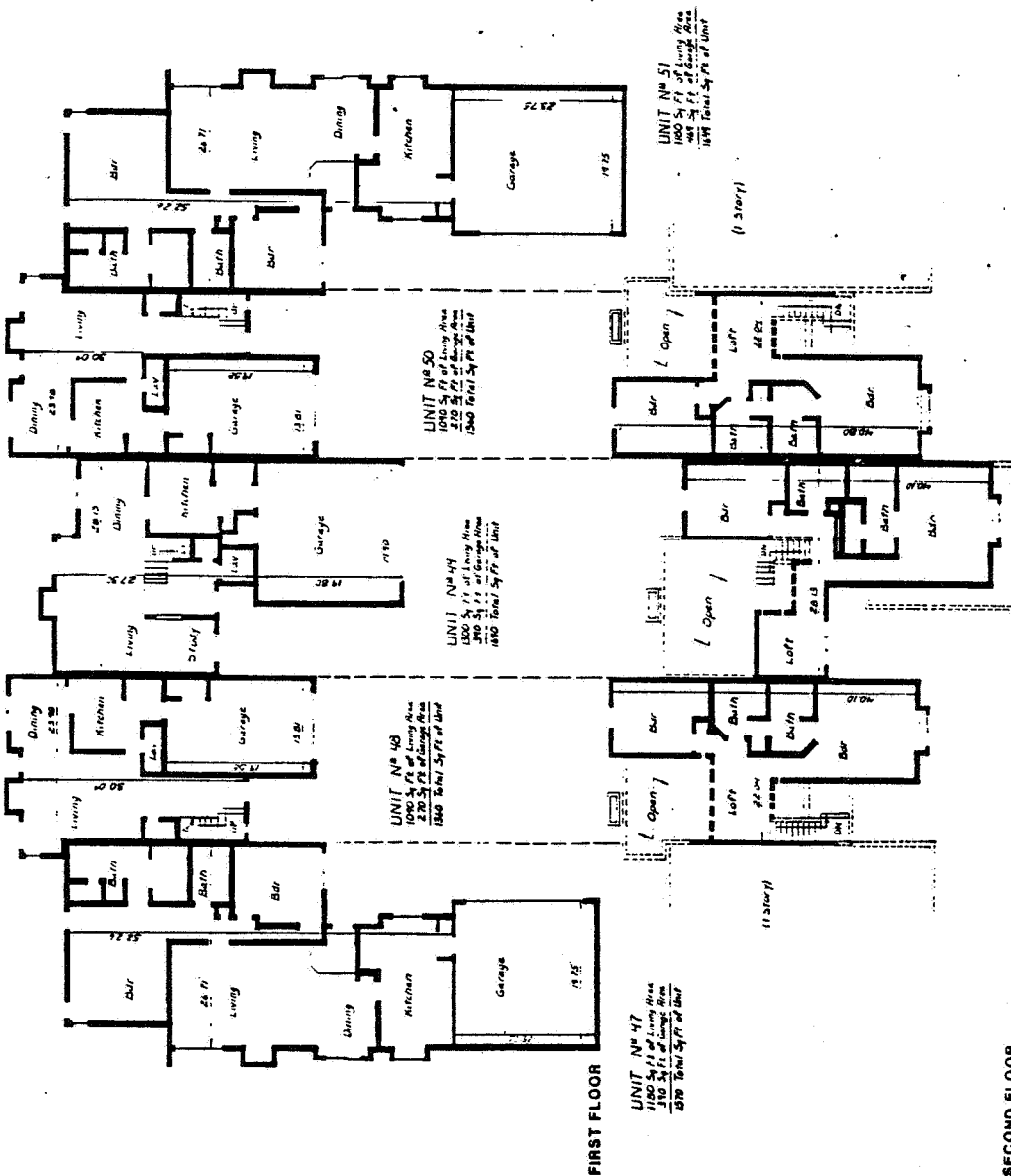
WEST - END



EAST - END

BUILDING #12

Scale 1/8"=1'-0"



FIRST FLOOR

SECOND FLOOR

000105

REC'D. REC'D
RECORDER 19
157-005

07332

SIXTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION SEVEN)

APR 22 1987
MONTGOMERY COUNTY

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

FILED
MONTGOMERY COUNTY AUDITOR

Dated: _____

By: APR 22 1987

DANA A. STAMPS
MONTGOMERY COUNTY AUDITOR

PLAT REFERENCE: Book 130, Pages 45m45B

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1987 APR 23 AM 9:19
DANA A. STAMPS
MONT. COUNTY AUDITOR
TRANSFERRED

000119

**SIXTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION SEVEN)**

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

RECITALS

A. On February 5, 1985, certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration as amended by any subsequent amendment thereto filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>Instrument</u>	<u>Deed Records</u>	<u>Plat Records</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06
Third Amendment	86-150-C09	127-5
Fourth Amendment	86-350-E02	127-44
Fifth Amendment	86-751-A01	129-34

D. The Declarant is the owner of adjacent property.

000120

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

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

F. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(k) Building 11 is two (2) stories in height, containing two (2) townhouse Units and four (4) ranch Units.

(l) Building 16 is partially one (1) and two (2) stories in height, containing two (2) townhouse Units and three (3) ranch Units.

C. Section 4.03 is hereby amended by adding thereto the following:

(g) Building 11 faces Whalers Wharf.

(h) Building 16 faces Queens Crossing.

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

(G) Type B(1) Unit is a Type B Unit with an additional 190 square feet of garage space for an approximate total of 1,760 square feet.

E. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor the following:

<u>UNITS</u>	<u>TYPE</u>
2,7,15,19	A
26,32,33,35	
36,40,41,48,50	
55,58,61,67,72	
1,8,16,20,25	B
34,39,47,51,56	
71	B(1)
3,6,14,18,21	C
23,31,37,42,49	
54,57,62,68,73	
4,5,13,17	D
22,24,30,38	
52,60,64	E
65,69,75	
53,59,63	F
66,70,74	

000122

F. Section 9.01 is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	1.62	41	1.43
2	1.43	42	1.74
3	1.74	*	
4	1.93	47	1.62
5	1.93	48	1.43
6	1.74	49	1.74
7	1.43	50	1.43
8	1.62	51	1.62
*		52	1.27
13	1.93	53	1.18
14	1.74	54	1.74
15	1.93	55	1.43
16	1.62	56	1.62
17	1.43	57	1.74
18	1.74	58	1.43
19	1.43	59	1.18
20	1.62	60	1.27
21	1.74	61	1.43
22	1.93	62	1.74
23	1.74	63	1.18
24	1.93	64	1.27
25	1.62	65	1.27
26	1.43	66	1.18
*		67	1.43
30	1.93	68	1.74
31	1.74	69	1.27
32	1.43	70	1.18
33	1.43	71	1.82
34	1.62	72	1.43
35	1.43	73	1.74
36	1.43	74	1.18
37	1.74	75	1.27
38	1.93		
39	1.62		
40	1.43		

* Units to be added at a later date.

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

000123

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

5. Consent to this Fifth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

IN WITNESS WHEREOF, CHARLES V. SIMMS DEVELOPMENT CORPORATION, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 21 day of April, 1987.

Signed and acknowledged
in the presence of:

CHARLES V. SIMMS
DEVELOPMENT CORPORATION

Cynthia L. Larkins

By: Hans H. Soltau
Its Vice President

Charles V. Simms

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 21 day of April, 1987 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 6, 1991

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1987 APR 23 AM 9:20
DANA A. STAMPS
MONT. COUNTY AUDITOR
TRANSFERRED

000124



Description of Nantucket Landing Condominiums
Section Seven

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number One of Nantucket Landing Section One as recorded in Plat Book 122, Page 24, and being part of Lot Number Two of Nantucket Landing Section Two as recorded in Plat Book 128, Page 22 of the Plat Records of Montgomery County, Ohio and being described as follows:

Beginning at the southeast corner of Nantucket Landing Condominiums, Section Six, said corner being the Southeast corner of said Nantucket Landing Section One, said corner also being a point in the west right-of-way of Mandell Drive and being a part of Watkins Glen Section Two as recorded in Plat Book 104, Page 38, of the Plat Records of Montgomery County, Ohio;

thence with the west right-of-way of said Mandell Drive South twenty-one degrees twenty-four minutes twenty seconds ($21^{\circ} 24' 20''$) West for one hundred thirty-three and 00/100 (133.00) feet to the southeast corner of said Nantucket Landing Section Two, said corner also being the northeast corner of land conveyed to American Home Development Corporation by deed recorded in Deed Microfiche No. 75-075 E02 of the Deed Records of Montgomery County, Ohio;

thence with the north line of said American Home Development Corporation Land north fifty-eight degrees seven seconds fifty-nine seconds West for two hundred eighty-four and 00/100 (284.00) feet;

thence North thirty-one degrees fifty two minutes one second ($31^{\circ} 52' 01''$) East for one hundred thirty and 79/100 (130.79) feet to a point in the south line of said Nantucket Landing Section One;

thence on the south line of said Nantucket Landing Section One North fifty-eight degrees seven minutes fifty-nine seconds ($58^{\circ} 07' 59''$) west for one hundred twelve and 13/100 (112.13) feet to a point, said point being the southeast corner of Nantucket Landing Condominiums Section Four;

thence with the east line of said Section 4, North thirty-nine degrees forty six minutes seventeen seconds ($39^{\circ} 46' 17''$) East for one hundred eleven and 67/100 (111.67) feet to a point, said point being a corner point of said Section Four, said point also being a point in the southern boundary of Nantucket Landing Condominiums Section Five;

thence on a curve to the left with a radius of two hundred fifty and 00/100 (250.00) feet for an arc distance of thirty-seven and 23/100 (37.23) feet), long chord bearing South fifty-four degrees twenty-nine minutes forty-one and 5/10 seconds ($54^{\circ} 29' 41.5''$) east for thirty-seven and 20/100 (27.20) feet, central angle of said curve being eight degrees thirty-one minutes fifty-seven seconds ($08^{\circ} 31' 57''$) to a point;

thence along southern boundary of Section Five South fifty-eight degrees forty-five minutes forty seconds ($58^{\circ} 45' 40''$) East for one hundred nine and 67/100 (109.67) feet to a point, said point being an angle point of said Section Six;

000125

Description of Nantucket Landing Condominiums
Section Seven
Page Two

thence along the western boundary of said Section Six South thirty-one degrees fourteen minutes twenty seconds ($32^{\circ} 14' 20''$) West for one hundred nine and $46/100$ (109.46) feet to a point, said point being an angle point in said Section Six;

thence along the southern boundary of said Section Six South fifty-eight degrees seven minutes fifty-nine seconds ($58^{\circ} 07' 59''$) East for two hundred eight and $63/100$ (208.63) feet to the point of beginning, containing one and $204/100$ (1.204) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

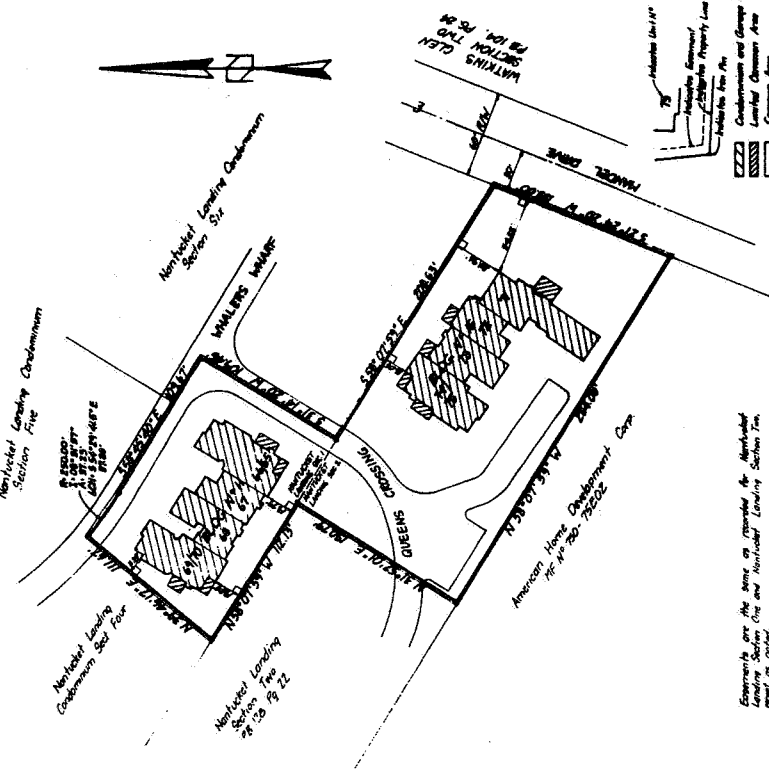
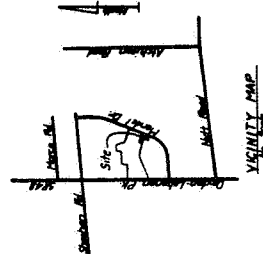
NANTUCKET LANDING CONDOMINIUMS SECTION SEVEN

RECORDS OF DEEDS, BOOK ONE AS RECORDED IN PLAT BOOK 122, PAGE 24, AND BEING PART OF LOT 2 OF NANTUCKET LANDING SECTION TWO AS RECORDED IN PLAT BOOK 128, PAGE 13, AND BEING PART OF LOT 2 OF NANTUCKET COUNTY, OHIO

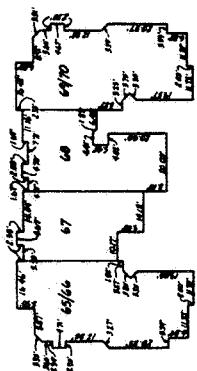
LOCATED IN PLAT NO. S. H. R. S. SECTION 28, TOWNSHIP 10 NORTH, RANGE 10 WEST, MONTEGOMERY COUNTY, OHIO APRIL 1987. SCALE: 1"=40'



CONTAINING 1.084 ACRES

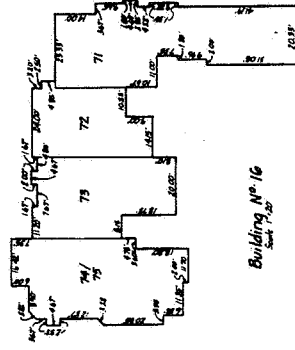


LEGEND: Condominium and Garage Units, Landfill Condominium Area, Common Area



Building No. 11, Scale: 1/8"=1'-0"

Note: Building dimensions are either measurements



Building No. 16, Scale: 1/8"=1'-0"

Be the undersigned, being all the owners and beneficiaries of the land herein shown, do hereby consent to the recording of this deed and the condominium plan shown to the public use forever. Wholes and Queens Crossing are privately maintained, non-dedicated streets.

Consent is given for the construction, operation, maintenance, repair, utility lines or services and for the express privilege of removing any or all trees or other obstructions to the free use of said utilities and for providing ingress to and egress from the premises for said purposes and are to be maintained as the undersigned owners and beneficiaries hereby consent to and join in the submission of the lands herein described and their interests therein to the Nantucket Landing Condominiums, to be recorded in the Public Records of Montgomery County, Ohio under the condominium statute of the State of Ohio. For Subdivision see Map No. 100.

CHASLES V. SERRA, DEVELOPER CORP.

Charles V. Serra - President

State of Ohio, s.s.: that on the 20th day of April, 1987, before me, the undersigned, a Notary Public in and for the State of Ohio, personally appeared Charles V. Serra, President of the above named corporation, who acknowledged that he did sign this condominium and that the same is the free and voluntary act of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal on this 20th day of April, 1987.

State of Ohio, s.s.: being duly sworn that all parties, to the best of his knowledge, are interested in this land either as owners or as beneficiaries, have united in its execution.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Notary Public in and for the State of Ohio

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President

Witness: JOHN E. HUBBARD, Senior Vice-President



Woolpert Consultants, By: Robert E. Thomas, Surveyor No. 6464

APPROVED FOR RECORD AND OWNERSHIP BY: FRANK F. FRECHER, P.E., DATE: 4-22-87

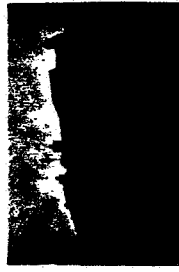
MONTEGOMERY COUNTY ENGINEER, CHECKED BY: J. BERNE

**NANTUCKET LANDING CONDOMINIUMS
SECTION SEVEN**

BEING PART OF LOT 1 OF
NANTUCKET LANDING SECTION ONE
AS SHOWN ON MAP AND PLAT
PAGE 24 AND BEING PART OF LOT 2
OF NANTUCKET LANDING SECTION TWO
AS RECORDED IN PLAT BOOK 128,
PAGE 22, IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

LOCATED IN
SECTION 28, TOWN 3, RANGE 5, M.R.S.
MONTGOMERY COUNTY, OHIO
APRIL, 1987 SCALE: 1/8"=1'-0"
CONTAINING 1.204 ACRES

PREPARED BY
BROOK PERRY CONSULTANTS
10000 W. 10TH AVENUE
DENVER, CO 80201



SOUTH REAR



WEST END

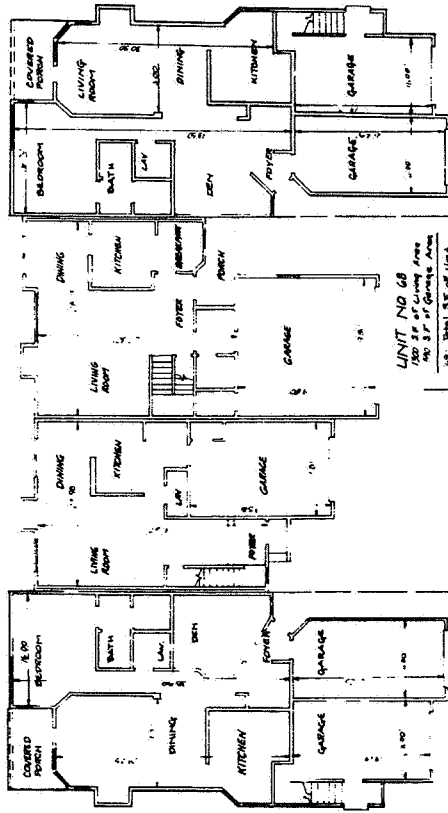


NORTH FRONT



EAST END

BUILDING # 11

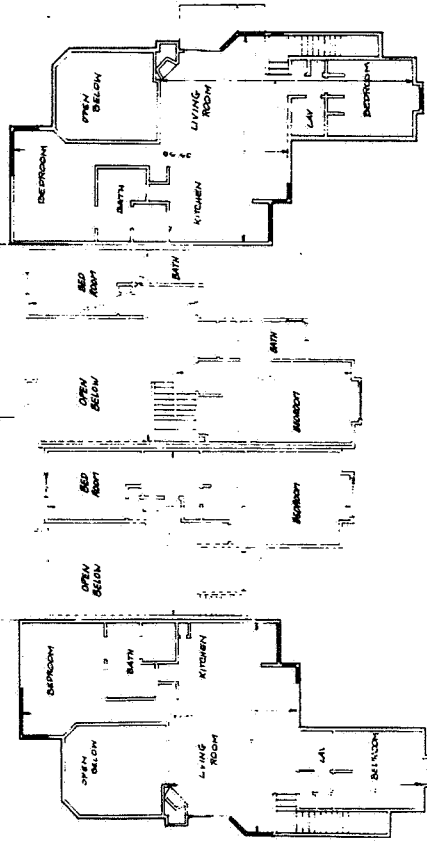


UNIT NO 65
810 SF of Living Area
810 SF of Garage Area
1620 Total SF of Unit

UNIT NO 67
690 SF of Living Area
720 SF of Garage Area
1410 Total SF of Unit

UNIT NO 68
1200 SF of Living Area
1200 SF of Garage Area
2400 Total SF of Unit

UNIT NO 70
810 SF of Living Area
810 SF of Garage Area
1620 Total SF of Unit



UNIT NO 65
810 SF of Living Area
810 SF of Garage Area
1620 Total SF of Unit

UNIT NO 69
1015 SF of Living Area
810 SF of Garage Area
1825 Total SF of Unit

FIRST FLOOR

SECOND FLOOR

000128

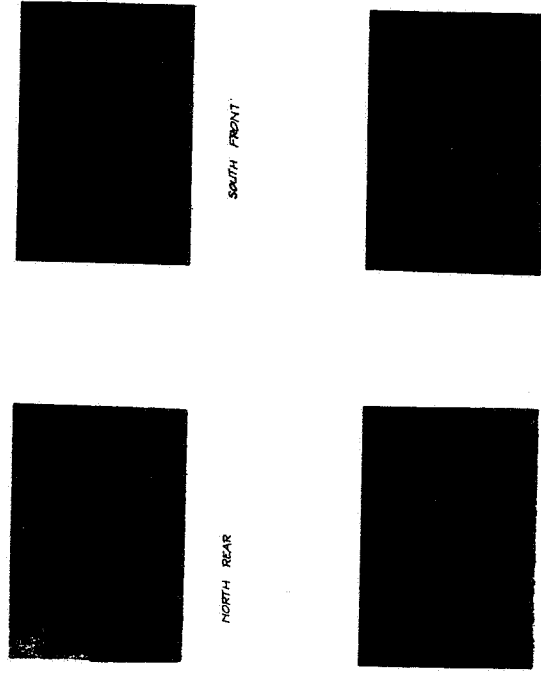
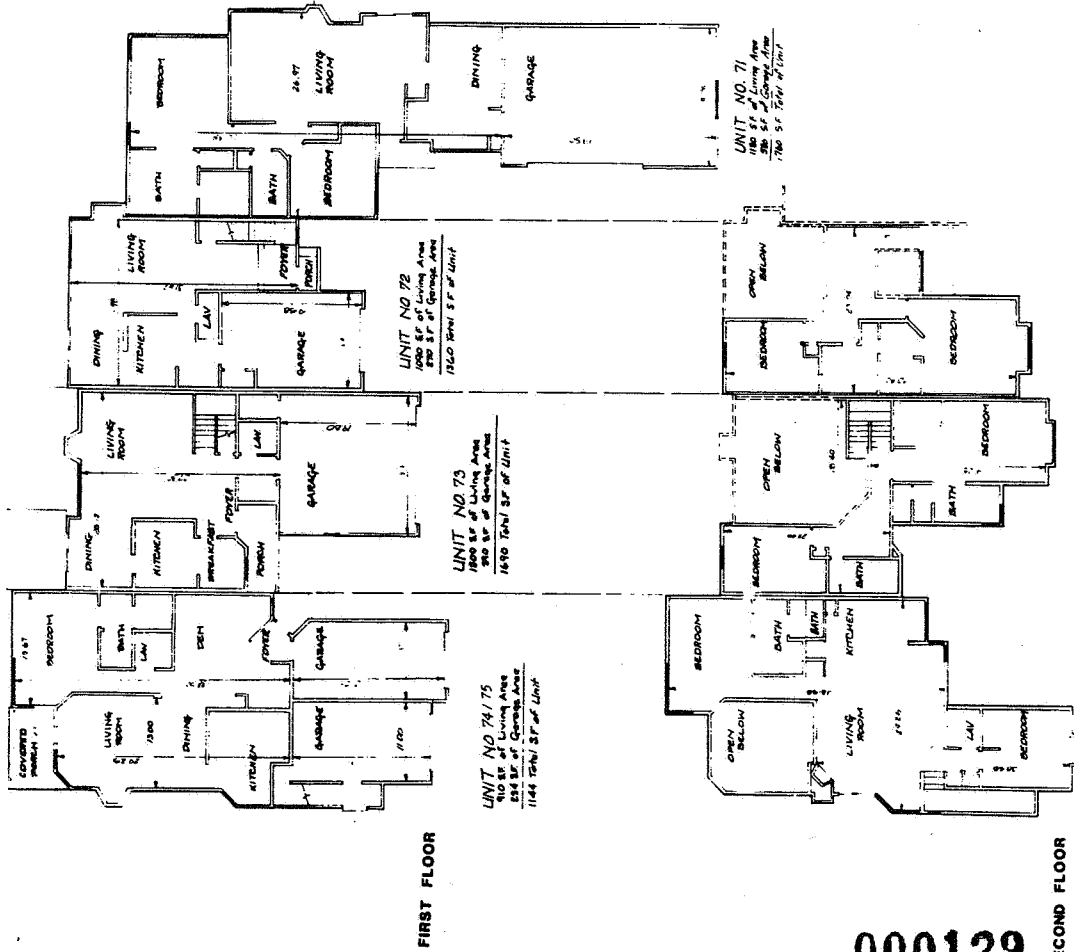
BUILDING # 16

NANTUCKET LANDING CONDOMINIUMS SECTION SEVEN

THIS PART OF LOT ONE OF NANTUCKET LANDING AS RECORDED IN PLAT BOOK 122, PAGE 24, AND BEING PART OF LOT 2 OF NANTUCKET LANDING SECTION TWO AS RECORDED IN PLAT BOOK 128, PAGE 2, ARE THE NANTUCKET RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN LANCE S. M.R.S. SECTION 29, TOWNSHIP 10 NORTH, WASHINGTON COUNTY, OHIO MONTGOMERY COUNTY, OHIO APRIL, 1987 SCALE: 1/8"=1'-0" CONTAINING 1.204 ACRES

PREPARED BY CONDON JAMES 2224 STATE AVENUE BRIDGEVILLE, OHIO 45130



SOUTH FRONT

NORTH REAR

WEST END

EAST END

000129

15882

15883

15884

91

SEVENTH AMENDMENT TO DECLARATION
 FOR
 NANTUCKET LANDING CONDOMINIUM
 (SECTION EIGHT)

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

MONTGOMERY COUNTY AUDITOR

Dated: JUL 30 1987

By: Dana A. Stamps

PLAT REFERENCE: Book 131, Pages 36 + 36A

VICKI D. EGG
 RECORDER
 JUL 30 3 03 PM '87
 110.40-I

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
 Attorney at Law
 124 East Third Street
 Dayton, Ohio 45402

TRANSFERRED
 1987 JUL 30 PM 2:56

DEED 87-0439 D03

000130

**SEVENTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION EIGHT)**

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

RECITALS

A. On February 5, 1985, certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration as amended by any subsequent amendment thereto filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>Instrument</u>	<u>Deed Records</u>	<u>Plat Records</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06
Third Amendment	86-150-C09	127-5
Fourth Amendment	86-350-E02	127-44
Fifth Amendment	86-751-A01	129-34
Sixth Amendment	87-215-B10	130-45

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

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

G. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

000132

DEED 87-0439 D05

(m) Building 17 is partially one (1) and two (2) stories in height, containing two (2) town-house Units and three (3) ranch Units.

C. Section 4.03 is hereby amended by adding thereto the following:

(i) Building 17 faces Queens Crossing.

D. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor the following:

<u>UNITS</u>	<u>TYPE</u>
2,7,15,19	A
26,32,33,35	
36,40,41,48,50	
55,58,61,67,72,79	
1,8,16,20,25	B
34,39,47,51,56,80	
71	B(1)
3,6,14,18,21	C
23,31,37,42,49	
54,57,62,68,73,78	
4,5,13,17	D
22,24,30,38	
52,60,64	E
65,69,75,77	
53,59,63	F
66,70,74,76	

F. Section 9.01 is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	1.52	42	1.63
2	1.31	*	
3	1.63	47	1.52
4	1.82	48	1.31
5	1.82	49	1.63
6	1.63	50	1.31
7	1.31	51	1.52
8	1.52	52	1.18

DEED 87-0439

000133
D06

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
*		53	1.11
13	1.82	54	1.63
14	1.63	55	1.31
15	1.82	56	1.52
16	1.52	57	1.63
17	1.31	58	1.31
18	1.63	59	1.11
19	1.31	60	1.18
20	1.52	61	1.31
21	1.63	62	1.63
22	1.82	63	1.11
23	1.63	64	1.18
24	1.82	65	1.18
25	1.52	66	1.11
26	1.31	67	1.31
*		68	1.63
30	1.82	69	1.18
31	1.63	70	1.11
32	1.31	71	1.72
33	1.31	72	1.31
34	1.52	73	1.63
35	1.31	74	1.11
36	1.31	75	1.18
37	1.63	76	1.11
38	1.82	77	1.18
39	1.52	78	1.63
40	1.31	79	1.31
41	1.31	80	1.52

* Units to be added at a later date.

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

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

5. Consent to this Seventh Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

000134

IN WITNESS WHEREOF, CHARLES V. SIMMS DEVELOPMENT CORPORATION, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 27th day of JULY, 1987.

Signed and acknowledged
in the presence of:

CHARLES V. SIMMS
DEVELOPMENT CORPORATION

Carolyn J. Summers

By:

Hans H. Soltau
Its Vice President

Cynthia L. Larkins

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 27th day of JULY, 1987 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

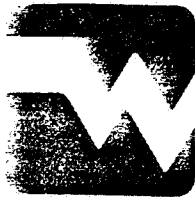
CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 6, 1991

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

TRANSFERRED
1987 JUL 30 PM 2:56
PARA 4 914 200
MONT. COUNTY, OHIO

000135



WOOLPERT

DESCRIPTION OF NANTUCKET LANDING CONDOMINIUMS
SECTION EIGHT

July 1987

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number Two of Nantucket Landing Section Two as recorded in Plat Book 128, Page 22 of the Plat Records of Montgomery County, Ohio and being described as follows:

Beginning at the southwest corner of Nantucket Landing Condominiums Section Seven as recorded in Plat Book 130, pages 45-45B, of the Plat Records of Montgomery County, Ohio, said corner also being a point on the north line of a tract of land owned by American Home Development Corporation as recorded in Microfiche No. 75-75E02 of the Deed Records of Montgomery County, Ohio;

thence with the said north line of the American Home Development Corporation land North fifty-eight degrees seven minutes fifty-nine seconds ($58^{\circ} 07' 59''$) West for eighty and 26/100 (80.26) feet;

thence with the said north line of the American Home Development Corporation land South eighty-four degrees twenty-one minutes fifty seconds ($84^{\circ} 21' 50''$) ~~West~~ for thirty five and 00/100 (35.00) feet;

thence North eight degrees twenty-two minutes thirty-seven seconds ($08^{\circ} 22' 37''$) ~~East~~ for one hundred sixty-five and 84/100 (165.84) to a point in the south line of Nantucket Landing Condominiums Section Four as recorded in Plat Book 127, pages 5-5B as recorded in the Plat Records of Montgomery County, Ohio;

thence with the south line of said Nantucket Landing Condominium Section Four South fifty-eight degrees seven minutes fifty-nine seconds ($58^{\circ} 07' 59''$) East for one hundred seventy-four and 13/100 (174.13) feet to a point in the boundary of said Nantucket Landing Condominium Section Seven;

thence along the west line of said Nantucket Landing Section Seven South thirty-one degrees fifty-two minutes and one second ($31^{\circ} 52' 01''$) West for one hundred thirty and 79/100 (130.79) feet to the point of beginning, containing 0.447 acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

000136

We, the undersigned, being of the owners and beneficiaries of the land hereunto plan to be our voluntary act and deed and do hereby dedicate the easements herein to the public use forever. Business Crossing is privately maintained, unimproved streets.

Provision for the construction, operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone or other utility lines or service and for the express privilege of removing any or all trees or other structures to the free use of said utilities and for providing easements therefrom for said purposes and are to be maintained as such forever.

The undersigned owners and beneficiaries consent to and join in the admission of the lands hereunto to the Condominium Section Eight as set forth in the Declaration of such Condominiums to be filed with the Recorder of Montgomery County, Ohio under the condominium statute of the State of Ohio. For Recitation see Schedule No. _____

Signed and acknowledged
in the presence of
Charles V. Shinn
Charles V. Shinn - President

Charles V. Shinn
Charles V. Shinn - President

Signed and acknowledged
in the presence of
Charles V. Shinn
Charles V. Shinn - President

Charles V. Shinn
Charles V. Shinn - President

State of Ohio, s.s. that on this 21st day of July, 1987, before me, the undersigned, a Notary Public in and for said State, personally came Charles V. Shinn, President of the SAVING ASSOCIATION, a corporation organized and existing under the laws of the State of Ohio, and that he did sign this deed and that the same is the free and voluntary act of him personally, and I have hereunto set my hand and official seal on the day and date above written.

State of Ohio, s.s. being duly sworn that I, the undersigned, a Notary Public in and for the State of Ohio, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

Signed and acknowledged
in the presence of
John E. Anderson
John E. Anderson - Notary Public

Signed and acknowledged
in the presence of
John E. Anderson
John E. Anderson - Notary Public

State of Ohio, s.s. that on this 21st day of July, 1987, before me, the undersigned, a Notary Public in and for said State, personally came Hunter S. Shinn, President of the SAVING ASSOCIATION, a corporation organized and existing under the laws of the State of Ohio, and that he did sign this deed and that the same is the free and voluntary act of him personally, and I have hereunto set my hand and official seal on the day and date above written.

Signed and acknowledged
in the presence of
Hunter S. Shinn
Hunter S. Shinn - President

Signed and acknowledged
in the presence of
Hunter S. Shinn
Hunter S. Shinn - President

Signed and acknowledged
in the presence of
Hunter S. Shinn
Hunter S. Shinn - President

Signed and acknowledged
in the presence of
Hunter S. Shinn
Hunter S. Shinn - President

CERTIFICATION

The within condominium plan is part of Lot 2 in Nantucket Landing, Section Two as recorded in Plat Book 128, Page 22 in the Plat Records of Montgomery County, Ohio, and is subject to the provisions of the Condominium Act of Montgomery County, Ohio, by Microfilm No. 84-314-E02 in the Deed Records of Montgomery County, Ohio.

We hereby certify, as of the within date, that the condominium plan correctly shows the location of all buildings and structures situated on the plat. All measurements are certified correct and from pins will be set as shown. Curved distances are measured on the arc.

WOOLPERT CONSULTANTS

By *Bruce E. Davidson*
Bruce E. Davidson, Surveyor No. 2870

By *Robert T. Archibald*
Robert T. Archibald, Engineer No. 22418

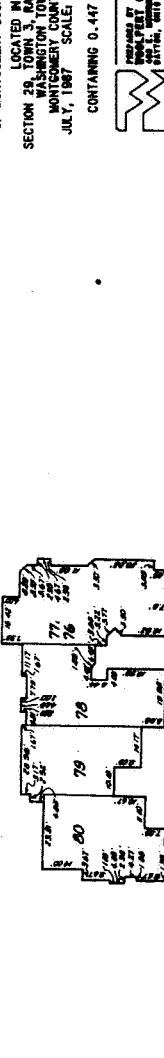
APPROVED FOR DESCRIPTION AND OWNERSHIP

FRED E. FREEMAN, JR.
FRED E. FREEMAN, JR.
CHECKED BY: *ELM*

NANTUCKET LANDING CONDOMINIUMS SECTION EIGHT

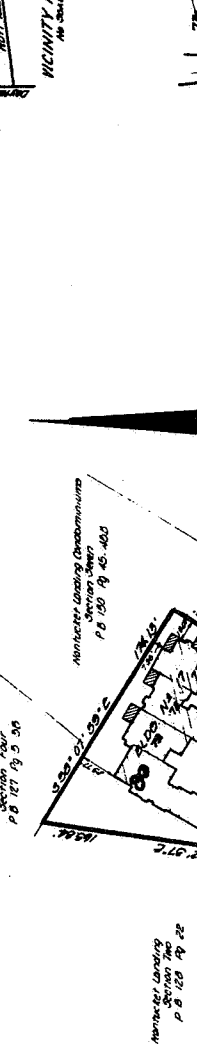
BEING PART OF LOT 2 OF NANTUCKET LANDING SECTION TWO AS RECORDED IN PLAT BOOK 128, PAGE 22, IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN RANGE 5, M.R.S. SECTION 28, TOWNSHIP 3, RANGE 5, MONTGOMERY COUNTY, OHIO JULY, 1987 SCALE: 1"=40' CONTAINING 0.447 ACRES



BUILDING No. 17
SCALE 1"=40'

Note: Building dimensions are exterior measurements.



LEGEND

- Indicates Condominium and Original Drive
- Indicates Limiting Common Area
- Indicates Common Area

DEED
87-0439 D10

ORDER NO. 10-1317-01
SHEET 1 OF 2

4711000

**NANTUCKET LANDING CONDOMINIUMS
SECTION EIGHT**

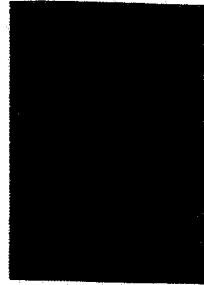
BEING PART OF LOT 2 OF
NANTUCKET LANDING SECTION TWO
AS SHOWN IN PLAT RECORD
PAGE 22 OF THE PLAT RECORD
OF MONTGOMERY COUNTY, OHIO

LOCATED IN
SECTION 29, TOWN 5, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
JULY, 1987 SCALE 1"=40'
CONTAINING 0.447 ACRES

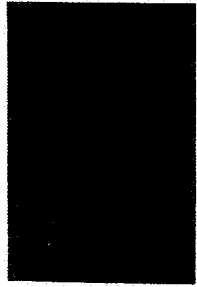
PREPARED BY COMMON PLANTS
100 EAST MAIN STREET
COLUMBUS, OHIO 43215



SOUTH- FRONT



WEST- END



NORTH- REAR



EAST- END

100 EAST MAIN STREET
COLUMBUS, OHIO 43215

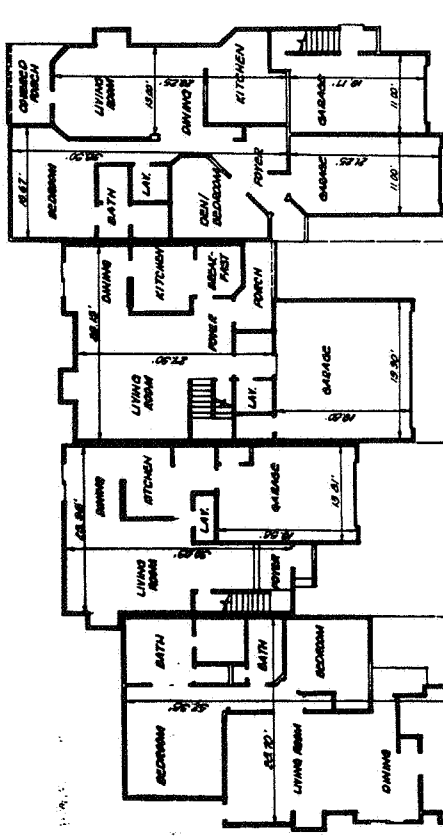


BUILDING NO. 17

DEED 87-0439 D11

000138

FIRST FLOOR



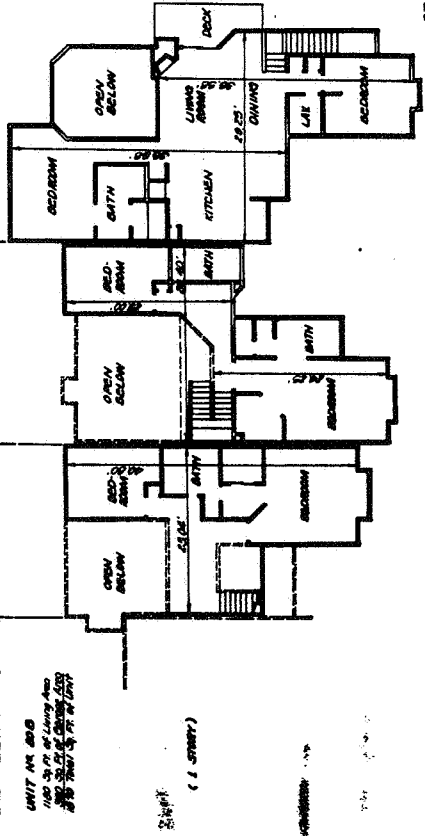
UNIT NO. 78C
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

UNIT NO. 78B
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

UNIT NO. 78A
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

UNIT NO. 78D
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

SECOND FLOOR



UNIT NO. 78C
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

UNIT NO. 78B
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

UNIT NO. 78A
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

UNIT NO. 78D
1000 SQ. FT. of Living Area
1000 SQ. FT. of Common Area
1000 SQ. FT. of Deck

(1 STREET)

13281
13282
13283

5 11

VICKI D. PEGG
RECORDER

13370
13371
13372

SEP 10 12 32 PM '87

**EIGHTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION NINE)**

MONTGOMERY CO.
RECORDED

155.60-
L

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

MONTGOMERY COUNTY AUDITOR

Dated: 9/9, 1987

By: Dana A. Stamps

PLAT REFERENCE:

BOOK

132

PAGE(S)

7, 7A & 7B

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

MONTGOMERY COUNTY
DAVA A. STAMPS

1987 SEP 10 PM 12:20

TRANSFERRED

DEED 87-0533 A01

000139

**EIGHTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION NINE)**

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

RECITALS

A. On February 5, 1985 certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration, as amended by any subsequent amendment thereto, filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06
Third Amendment	86-150-C09	127-5
Fourth Amendment	86-350-E02	127-44
Fifth Amendment	86-751-A01	129-34
Sixth Amendment	87-215-B10	130-45
Seventh Amendment	87-439-D03	131-36

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

DEED 87-0533 A02

000140

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

G. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

B. Section 4.01(a) is hereby amended by adding thereto, the following:

(n) Building 18 is partially one (1) and two (2) stories in height, containing one (1) townhouse Unit and five (5) ranch Units.

(o) Building 19 is partially one (1) and two (2) stories in height, containing two (2) townhouse Units and three (3) ranch Units.

C. Section 4.03 is hereby amended by adding thereto, the following:

(j) Buildings 18 and 19 face Queens Crossing.

D. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor, the following:

<u>UNITS</u>	<u>TYPE</u>
2,7,15,19,26,32,33 35,36,40,41,48,50,55 58,61,67,72,79,83,88	A
1,8,16,20,25,34 39,47,51,56,80,87	B
71	B(1)
3,6,14,18,21,23 31,37,42,49,54,57 62,68,73,78, 84,89	C
4,5,13,17 22,24,30,38	D
52,60,64,65,69 75,77,82,85,90	E
53,59,63,66,70 74,76,81,86,91	F

E. Section 9.01 is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	1.29	51	1.29
2	1.12	52	1.10
3	1.39	53	1.13
4	1.53	54	1.39
5	1.53	55	1.12
6	1.39	56	1.29
7	1.12	57	1.39
8	1.29	58	1.12
*		59	1.13
13	1.53	60	1.10
14	1.39	61	1.12
15	1.53	62	1.39
16	1.29	63	1.13
17	1.12	64	1.10
18	1.39	65	1.10
19	1.12	66	1.13
20	1.29	67	1.12
21	1.39	68	1.39
22	1.53	69	1.10
23	1.39	70	1.13
24	1.53	71	1.44
25	1.29	72	1.12

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
26	1.12	73	1.39
*		74	1.13
30	1.53	75	1.10
31	1.39	76	1.13
32	1.12	77	1.10
33	1.12	78	1.39
34	1.29	79	1.12
35	1.12	80	1.29
36	1.12	81	1.13
37	1.39	82	1.10
38	1.53	83	1.12
39	1.29	84	1.39
40	1.12	85	1.10
41	1.12	86	1.13
42	1.39	87	1.29
*		88	1.12
47	1.29	89	1.39
48	1.12	90	1.10
49	1.39	91	1.13
50	1.12		

* Units to be added at a later date.

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

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

5. Consent to this Eighth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 4TH day of September, 1987.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Cynthia L. Larkins

By: Hans H. Soltau
Its Vice President

Rebecca L. Brown

STATE OF OHIO, COUNTY OF MONTGOMERY, SS;

The foregoing instrument was acknowledged before me this 4TH day of September, 1987 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 6, 1991

THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

1987 SEP 10 PM 12: 22
TRANSFERRED



WOOLPERT

DESCRIPTION OF
NANTUCKET LANDING CONDOMINIUMS
SECTION NINE

August, 1987

103b

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot Number Two of Nantucket Landing Section Two as recorded in Plat Book 128, Page 22 of the Plat Records of Montgomery County, Ohio and being described as follows:

Beginning at the southwest corner of Nantucket Landing Condominiums Section Eight as recorded in Plat Book 131, pages 36-36A, of the Plat Records of Montgomery County, Ohio, said corner also being a point on the north line of a tract of land owned by American Home Development Corporation as recorded in Microfiche No. 75-75E02 of the Deed Records of Montgomery County, Ohio;

thence with said north line of American Home Development land South eight-four degrees twenty-one minutes fifty seconds (84°21'50") West for two hundred forty-one and 88/100 (241.88) feet to a point;

thence North sixteen degrees no minutes and no seconds (16°00'00") West for one hundred ninety-three and 16/100 (193.16) feet to a point in the South line of Nantucket Landing Condominiums Section One as recorded in Plat Book 123 pages 48-48B as recorded in the Plat Records of Montgomery County, Ohio;

thence with said South line North fifty-five degrees five minutes seven seconds (55°05'07") East for ninety and 00/100 (90.00) to a point in the South line of Nantucket Landing Condominiums Section Two as recorded in Plat Book 125 pages 7-7B in the Plat Records of Montgomery County, Ohio;

thence with said South line North eight-nine degrees thirty-two minutes no seconds (89°32'00") East for one hundred sixty-two and 79/100 (162.79) feet to a point, said point being the southeast corner of said Nantucket Landing Condominiums Section Two and being the southwest corner of Nantucket Landing Condominiums Section Four as recorded in Plat Book 127, pages 5-5B in the Plat Records of Montgomery County, Ohio;

thence with the South line of said Nantucket Landing Condominiums Section Four South fifty-eight degrees seven minutes fifty-nine seconds (58°07'59") East for ninety-six and 00/100 (96.00) feet to the northwest corner of said Nantucket Landing Condominiums Section Eight;

thence along the west line of said Nantucket Landing Section Eight South eight degrees twenty-two minutes thirty-seven seconds (8°22'37") West for one hundred sixty-five and 84/100 (165.84) feet to the point of beginning, containing 1.408 acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

1987 SEP 10 PM 12:20

TRANSFERRED

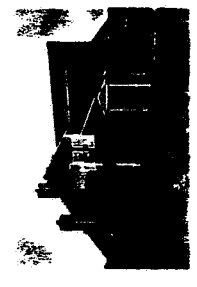
DEED 87-0533 A07

**NANTUCKET LANDING CONDOMINIUMS
SECTION NINE**
BEING PART OF LOT 2 OF
NANTUCKET LANDING SECTION TWO
AS RECORDED IN PLAT BOOK 124,
PAGE 27, IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

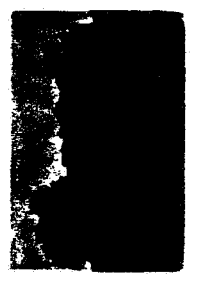
LOCATED IN
SECTION 29, TOWN 5, RANGE 5, N.R.S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
AUGUST, 1987
CONTAINING 1.408 ACRES



SOUTH



WEST



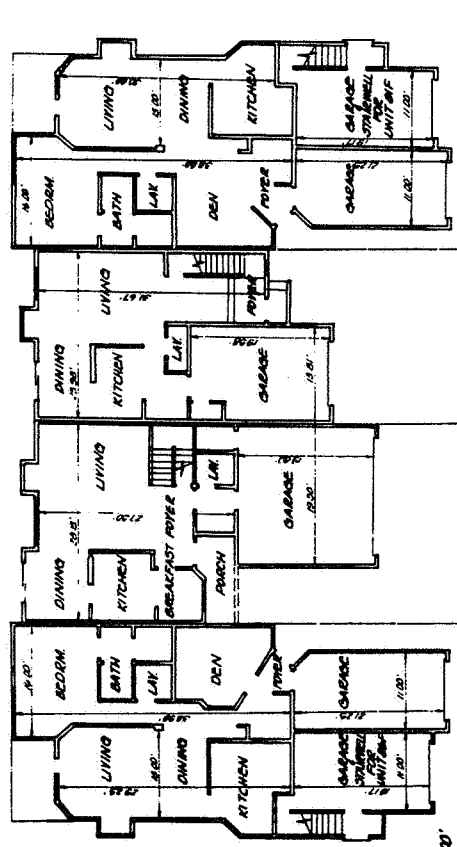
NORTH



EAST



BUILDING # 18



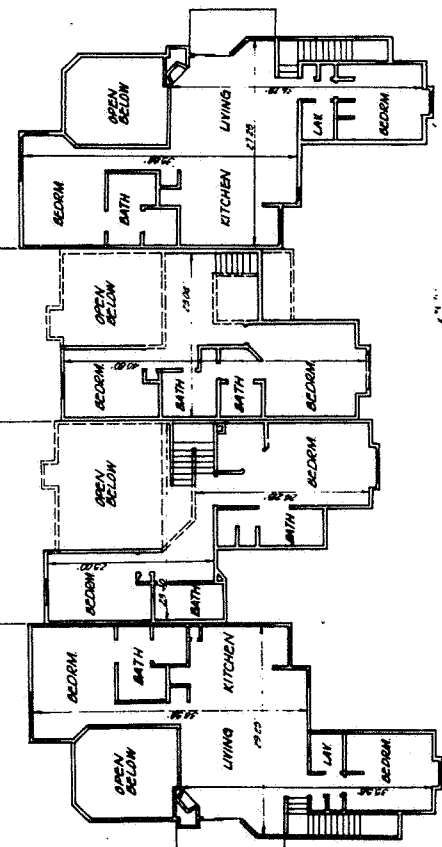
**FIRST FLOOR
ELEVATION - 108.00'**

UNIT 22 E
1003 S.F. of Living Area
1229 S.F. of Garage Area
1742 S.F. Total of Unit

UNIT 25 A
1003 S.F. of Living Area
1229 S.F. of Garage Area
1742 S.F. Total of Unit

UNIT 26 C
1003 S.F. of Living Area
1229 S.F. of Garage Area
1742 S.F. Total of Unit

UNIT 26 E
1003 S.F. of Living Area
1229 S.F. of Garage Area
1742 S.F. Total of Unit



**SECOND FLOOR
ELEVATION - 108.00'**

UNIT 21 F
1003 S.F. of Living Area
1229 S.F. of Garage Area
1742 S.F. Total of Unit

UNIT 26 F
1003 S.F. of Living Area
1229 S.F. of Garage Area
1742 S.F. Total of Unit

000147

**NANTUCKET LANDING CONDOMINIUMS
SECTION NINE**

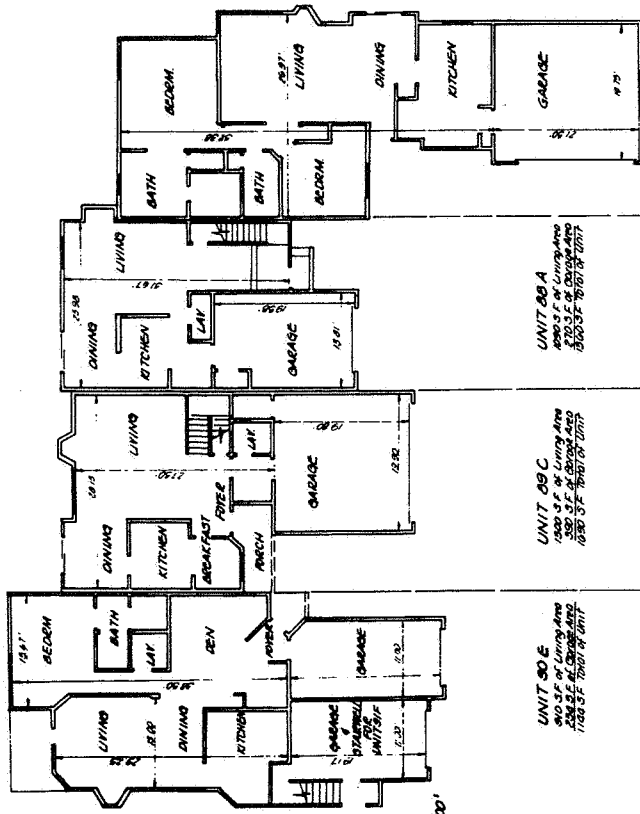
BEING PART OF LOT 2 OF
NANTUCKET LANDING SECTION TWO
AS RECORDED IN PLAT BOOK 1226,
PAGE 22, IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

SECTION 28, TOWNSHIP 10 NORTH, RANGE 5, N.R.S.,
MONTGOMERY COUNTY, OHIO
AUGUST, 1987
CONTAINING 1.408 ACRES



DEED 87-0533 A10

BUILDING # 19



**FIRST FLOOR
ELEVATION - 100.00'**

UNIT 90B
1180 S.F. of Living Area
1420 S.F. of Overall Area
1420 S.F. Total of Unit

UNIT 90C
1400 S.F. of Living Area
1800 S.F. of Overall Area
1800 S.F. Total of Unit

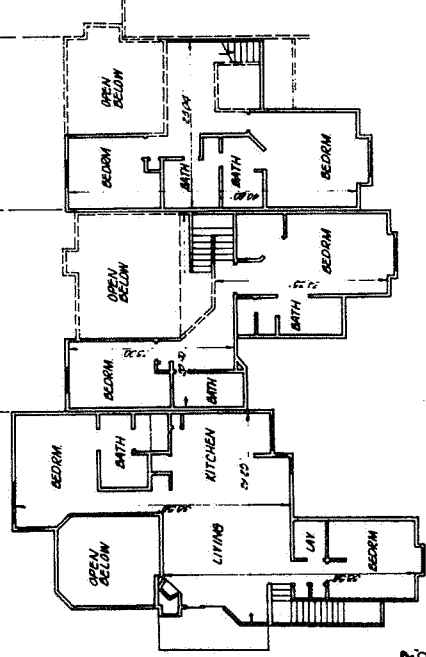
UNIT 90A
1800 S.F. of Living Area
2200 S.F. of Overall Area
2200 S.F. Total of Unit

UNIT 90E
900 S.F. of Living Area
1200 S.F. of Overall Area
1200 S.F. Total of Unit

UNIT 90F
1000 S.F. of Living Area
1400 S.F. of Overall Area
1400 S.F. Total of Unit

000148

**SECOND FLOOR
ELEVATION - 100.00'**



NORTH



SOUTH



EAST



WEST



26212
26213
26214
26215

21

**NINTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION TEN)**

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

MONTGOMERY COUNTY AUDITOR

Dated: DEC 11 1987, 1987

By: Dana A. Stamps

PLAT REFERENCE:

BOOK 133
PAGE(S) 17 17A + 17B

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

VICKI D. PEGG
RECORDER

195 ¹⁰/_B

87 DEC 11 AM 10: 50

MONTGOMERY CO. OHIO
RECORDED

MONTGOMERY COUNTY AUDITOR
DANA A. STAMPS
1987 DEC 11 AM 10: 41
TRANSFERRED

**NINTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM
(SECTION TEN)**

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

RECITALS

A. On February 5, 1985 certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration, as amended by any subsequent amendment thereto, filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06
Third Amendment	86-150-C09	127-5
Fourth Amendment	86-350-E02	127-44
Fifth Amendment	86-751-A01	129-34
Sixth Amendment	87-215-B10	130-45
Seventh Amendment	87-439-D03	131-36
Eighth Amendment	87-533-A01	132-7

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

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

G. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

B. Section 4.01(a) is hereby amended by adding thereto, the following:

(p) Building 3 is partially two (2) stories in height, containing two (2) townhouse Units and two (2) ranch Units.

(q) Building 20 is partially one (1) and two (2) stories in height, containing two (2) townhouse Units and three (3) ranch Units.

C. Section 4.03 is hereby amended by adding thereto, the following:

(k) Building 3 faces Nantucket Landing Drive.

(l) Building 20 faces Queens Crossing.

D. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor, the following:

000151

<u>UNITS</u>	<u>TYPE</u>
2,7,9,15,19,26,32,33 35,36,40,41,48,50,55 58,61,67,72,79,83,88,93	A
1,8,16,20,25,34 39,47,51,56,80,87,92	B
71	B(1)
3,6,10,14,18,21,23 31,37,42,49,54,57 62,68,73,78,84,89,94	C
4,5,13,17 22,24,30,38	D
12,52,60,64,65,69 75,77,82,85,90,96	E
11,53,59,63,66,70 74,76,81,86,91,95	F

E. Section 9.01 is hereby amended by deleting the unit designations and their percentages and substituting the following:

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1	1.20	24	1.435
2	1.04	25	1.20
3	1.29	26	1.04
4	1.435	*	
5	1.435	30	1.435
6	1.29	31	1.29
7	1.04	32	1.04
8	1.20	33	1.04
9	1.04	34	1.20
10	1.29	35	1.04
11	.88	36	1.04
12	.94	37	1.29
13	1.435	38	1.435
14	1.29	39	1.20
15	1.435	40	1.04
16	1.20	41	1.04
17	1.04	42	1.29
18	1.29	*	
19	1.04	47	1.20
20	1.20	48	1.04
21	1.29	49	1.29
22	1.435	50	1.04
23	1.29		

000152

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP</u>
51	1.20	74	.88
52	.94	75	.94
53	.88	76	.88
54	1.29	77	.94
55	1.04	78	1.29
56	1.20	79	1.04
57	1.29	80	1.20
58	1.04	81	.88
59	.88	82	.94
60	.94	83	1.04
61	1.04	84	1.29
62	1.29	85	.94
63	.88	86	.88
64	.94	87	1.20
65	.94	88	1.04
66	.88	89	1.29
67	1.04	90	.94
68	1.29	91	.88
69	.94	92	1.20
70	.88	93	1.04
71	1.36	94	1.29
72	1.04	95	.88
73	1.29	96	.94

* Excluded Unit Designations.

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

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

5. Consent to this Ninth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 21.11 of the Declaration.

000153

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 7TH day of December, 1987.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Carolyn J. Summers

By: *Hans H. Soltau*
Its Vice President

Cynthia L. Larkins

STATE OF OHIO, COUNTY OF MONTGOMERY, SS;

The foregoing instrument was acknowledged before me this 7TH day of December, 1987 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 5, 1991

THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

1987 DEC 11 AM 10:41
DANA A. STANES
MONT. COUNTY NOTARY

TRANSFERRED

000154



WOOLPERT

Description of
Nantucket Landing Condominiums
Section Ten

November, 1987

Located in Section 29, Town 3, Range 5 M.R.S., Washington Township, County of Montgomery, State of Ohio, and being part of Lot One of Nantucket Landing Section One, as recorded in Plat Book 122, Page 24, and being part of Lot Two of Nantucket Landing Section Two, as recorded in Plat Book 128, Page 22 in the Plat Records of Montgomery County, Ohio, and being described as follows:

Beginning at the northeast corner of Nantucket Landing Condominiums Section One as recorded in Plat Book 123, Page 48 - 48B of the Plat Records of Montgomery County, Ohio;

thence South eighty-nine degrees thirty-one minutes forty seconds (89° 31' 40") East for one hundred forty-nine and 10/100 feet (149.10) feet to a point, said point being the northwest corner of Nantucket Landing Condominiums Section Two, as recorded in Plat Book 125, Page 7 - 7B of the Plat Records of Montgomery County, Ohio;

thence with the west side of said Nantucket Landing Condominiums Section Two, South ten degrees thirty minutes four seconds (10° 30' 04") West for one hundred nine and 68/100 (109.68) feet to a point;

thence North eighty-nine degrees thirty-one minutes forty seconds (89° 31' 40") West for one hundred thirty and 00/100 (130.00) feet along the northern line of said Nantucket Landing Condominiums Section One;

thence North no degrees twenty-eight minutes twenty seconds (00° 28' 20") East for one hundred eight and 00/100 (108.00) feet along the eastern line of said Nantucket Landing Condominiums Section One to the point of beginning, containing 0.346 acres and;

Beginning at the south corner of Lot Two of Nantucket Landing Section Two as recorded in Plat Book 128, page 22, in the Plat Records of Montgomery County, Ohio, and being described as follows:

thence North no degrees twenty-eight minutes twenty seconds (00° 28' 20") East for sixty-three and 50/100 (63.50) feet along the west line of said Lot Two of Nantucket Landing Section Two;

thence North fifty-five degrees five minutes seven seconds (55° 05' 07") East for two hundred fifty-nine and 41/100 (259.41) feet along the south line of said Nantucket Landing Condominiums Section One to a point;

thence South sixteen degrees no minutes no seconds (16° 00' 00") East for one hundred ninety-three and 16/100 (193.16) feet to a point, said point being the southwest corner of Nantucket Landing Condominiums Section Nine as recorded in Plat Book 132, Page 7 - 7B of the Plat Records of Montgomery County, Ohio;

thence South eighty-four degrees twenty-one minutes fifty seconds (84° 21' 50") West for two hundred sixty-seven and 78/100 (267.78) feet to the point of beginning, containing 0.738 acres, more or less, for a total to be conveyed by this description of 1.084 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above-described tract of land.

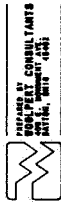
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000155

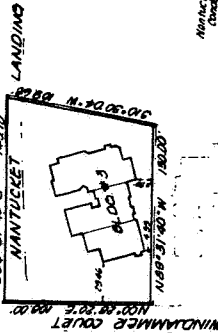
NANTUCKET LANDING CONDOMINIUMS SECTION TEN

BEING PART OF LOT 1 OF NANTUCKET LANDING SECTION ONE AS SHOWN ON PLAT BOOK 126, PAGE 24, AND BEING PART OF LOT 2 OF NANTUCKET LANDING SECTION TWO AS SHOWN ON PLAT BOOK 126, PAGE 24, BOTH PLATS BEING RECORDED IN MONTGOMERY COUNTY, OHIO

LOCATED IN SECTION 29, TOWN 5, RANGE 5, M.R.S. MONTGOMERY COUNTY, OHIO NOVEMBER, 1987 SCALE 1"=40' CONTAINING 1.0842 ACRES



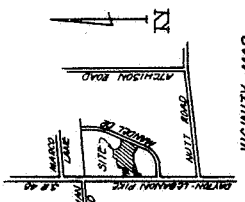
PREPARED BY WOOLPERT CONSULTANTS, INC. MONTGOMERY COUNTY, OHIO



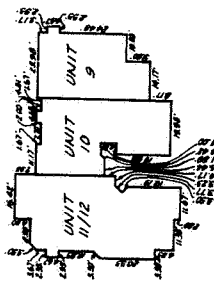
NOTE: Condominium Section Ten is the same as Nantucket Landing Condominiums Section Ten as shown on Plat Book 126, Page 24.

NOTE: Condominium Section Ten is the same as Nantucket Landing Condominiums Section Ten as shown on Plat Book 126, Page 24.

American Home Development Corp. 111 W. 75th St. N.Y.C.

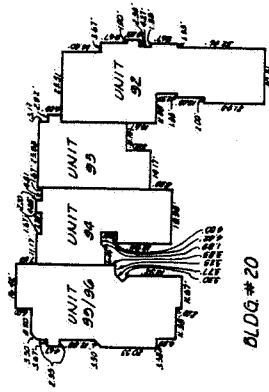


VICINITY MAP No. 5042



BLDG # 3

NOTE: Building dimensions are exterior measurements.



BLDG # 20

We the undersigned, being of the owners and beneficiaries of the land herein shown to be the subject of the above described plat, do hereby dedicate the same to the public use forever. This dedication shall include the easements and appurtenances thereto, and shall extend to the heirs, assigns and assigns forever. The easements and appurtenances so dedicated shall include the easements and appurtenances for the use of water, sewer, gas, electric, telephone or other utility lines or services and for the express or implied easements and appurtenances to and across from the premises for said purposes and are to be maintained as such forever.

CHARLES V. SIMMS DEVELOPMENT CORP. 'OWNER'

Charles V. Simms - President

State of Ohio, s.s.: that on this 14th day of December, 1987, before me, the undersigned a Notary Public in and for said State, personally appeared Charles V. Simms President of Charles V. Simms Development Corporation, by Charles V. Simms, its President who acknowledged that he did sign this condominium and that the same is the free and lawful act and deed of the said Charles V. Simms Development Corporation. In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Signature of Charles V. Simms

Notary Public for the State of Ohio

State of Ohio, s.s.: Charles V. Simms being duly sworn says that all parties, to the best of his knowledge and belief, are the owners of the land herein described, and that he is duly qualified to take the foregoing acknowledgments.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Signature of Notary Public

NOTARY ASSOCIATION 'MONTGOMERY'

Notary Public for the State of Ohio

State of Ohio, s.s.: that on this 14th day of December, 1987, before me, the undersigned a Notary Public in and for said State, personally appeared Charles V. Simms President of Charles V. Simms Development Corporation, by Charles V. Simms, its President who acknowledged that he did sign this condominium and that the same is the free and lawful act and deed of the said Charles V. Simms Development Corporation. In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Signature of Charles V. Simms

CERTIFICATION

The within condominium plan is part of lot 1 in Nantucket/Landing, Section One as recorded in Plat Book 122, Page 24 in the Plat Records of Montgomery County, Ohio, containing 1.0842 acres, and being part of Lot 2 of Nantucket/Landing, Section Two, containing 1.0842 acres, and being part of Lot 2 of Nantucket/Landing, Section Two, containing 1.0842 acres, totaling 1.0842 acres, conveyed to Charles V. Simms Development Corporation by Metrolife No. 81-314-002 in the deed records of Montgomery County, Ohio, on the 14th day of December, 1987. The within plan correctly shows the location of all buildings and structures situated on the premises. All measurements are certified correct and true and are as shown. Correct measurements are measured on the ground.

WOOLPERT CONSULTANTS

By: [Signature] Surveyor No. 2683

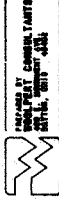


FRED F. BRECKER, P.E., P.S., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF OHIO

**NANTUCKET LANDING CONDOMINIUMS
SECTION TEN**

ONE FLOOR OF SECTION ONE
NANTUCKET LANDING CONDOMINIUMS
AS RECORDED IN PLAT BOOK 122,
PAGE 24, AND BEING PART OF LOT 2
OF RECORDS IN SECTION TWO
OF RECORDS IN PLAT BOOK 122,
PAGE 22, IN THE PLAT RECORDS
OF MONTGOMERY COUNTY, OHIO

LOCATED IN
SECTION 29, TOWN 3, RANGE 5, N. R. S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
NOVEMBER, 1987 SCALE: 1"=40'
CONTAINING 1.0842 ACRES



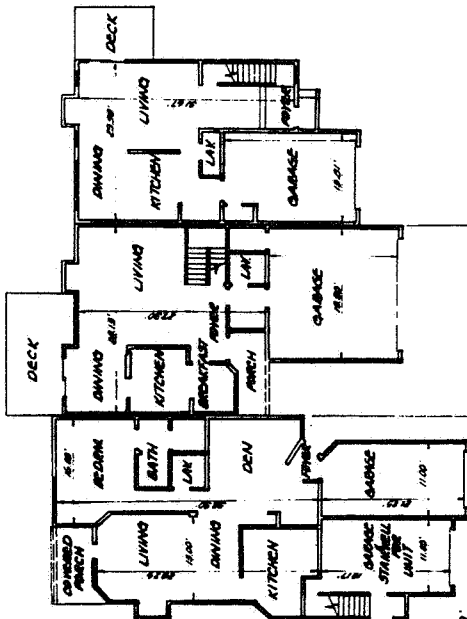
SOUTH

WEST

NORTH

EAST

BUILDING # 3



**FIRST FLOOR
ALEXITON - 10800'**

UNIT 9
1400 S.F. of Living Area
200 S.F. of Garage Area
1200 S.F. of Deck Area

UNIT 10
1200 S.F. of Living Area
200 S.F. of Garage Area
1000 S.F. of Deck Area

UNIT 11
1400 S.F. of Living Area
200 S.F. of Garage Area
1200 S.F. of Deck Area

**SECOND FLOOR
ALEXITON - 10800'**

UNIT 12
1400 S.F. of Living Area
200 S.F. of Garage Area
1200 S.F. of Deck Area

NANTUCKET LANDING CONDOMINIUMS

SECTION TEN
 BEING PART OF LOT 1 OF
 NANTUCKET LANDING SECTION ONE
 AS RECORDED IN PLAT BOOK 122,
 PAGE 24, AND BEING PART OF LOT 2
 AS RECORDED IN PLAT BOOK 122,
 PAGE 25, AND BEING PART OF LOT TWO
 AS RECORDED IN PLAT BOOK 122,
 PAGE 22, IN THE PLAT RECORDS
 OF MONTGOMERY COUNTY, OHIO

LOCATED IN
 SECTION 29, TOWN 3, RANGE 5, M. R. S.
 MONTGOMERY COUNTY, OHIO
 MONTGOMERY COUNTY, OHIO
 NOVEMBER, 1987 SCALE: 1"=40'
 CONTAINING 1.0842 ACRES



PREPARED BY CONRAD TARTO
 ARCHITECT
 100 S. W. 10TH AVE.
 MIAMI, FL 33135



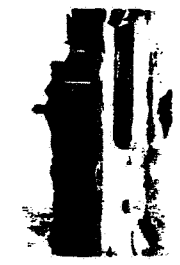
SOUTH



WEST

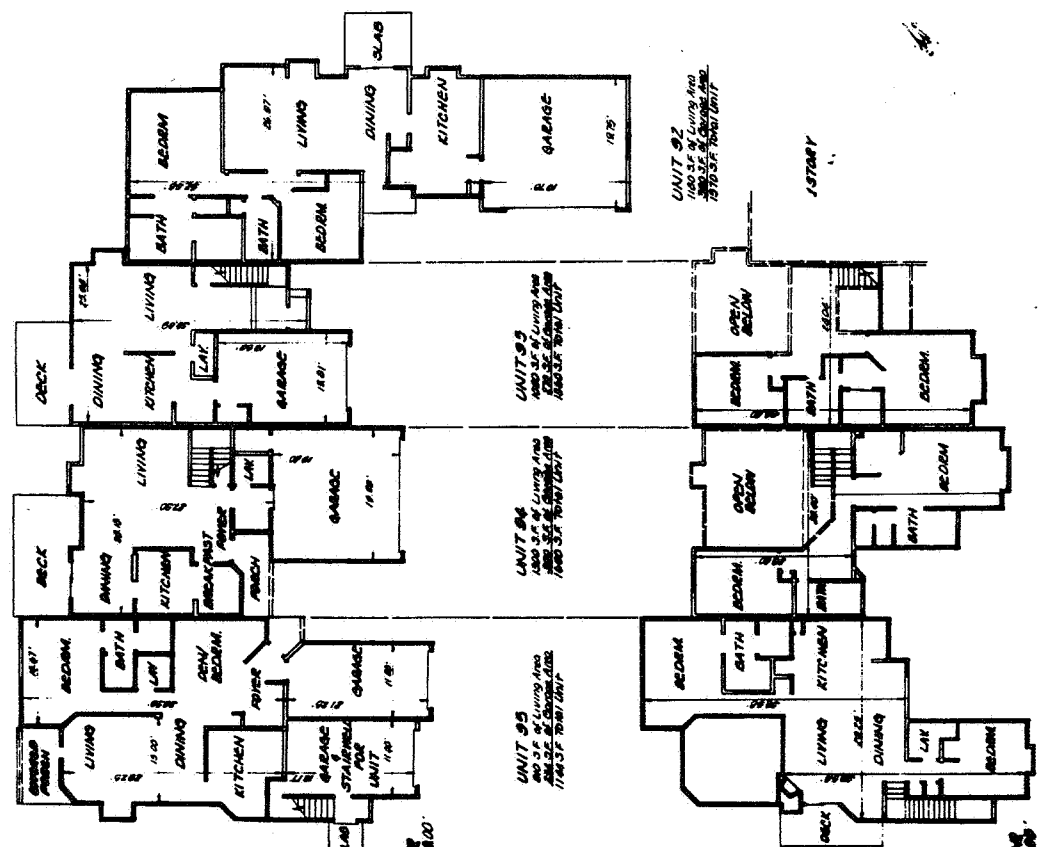


NORTH



EAST

BUILDING # 20



FIRST FLOOR
 DIMENSION - 04.00'

CONRAD TARTO
 ARCHITECT
 100 S. W. 10TH AVE.
 MIAMI, FL 33135

4789

1241

VICKI D. PEGG
RECORDED

18

88 MAR 22 AM 9:49

MONTGOMERY CO. OHIO
RECORDED

**TENTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM**

I hereby certify that copies of the within Tenth Amendment have been filed in the office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: _____, 1988

By: _____

NO TRANSFER NEEDED
1988 MAR 22 AM 9:47
DAHA A. STAMPS
MONT. COUNTY AUDITOR

NO PLAT

THIS INSTRUMENT PREPARED BY:

mad, HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

DEED 88-0148 D07

000159

**TENTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM**

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

RECITALS

A. On February 5, 1985 certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration, as amended by any subsequent amendment thereto, filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06
Third Amendment	86-150-C09	127-5
Fourth Amendment	86-350-E02	127-44
Fifth Amendment	86-751-A01	129-34
Sixth Amendment	87-215-B10	130-45
Seventh Amendment	87-439-D03	131-36
Eighth Amendment	87-533-A01	132-7
Ninth Amendment	87-732-A01	133-7

D. The Declarant is the owner of adjacent property.

E. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel A Unit Owners" and "Parcel A Mortgagees", with Parcel A being those premises described in Item 3 of the Declaration, along with any buildings or any other improvements thereon.

DEED 88-0148 D08

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

G. Declarant is, pursuant to the provisions of Section 21.11 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel A Unit Owners and Parcel A Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel A Unit Owner such amendment to the Declaration as is contemplated by Article XXI thereof, and in the name of each Parcel A Mortgagee, a consent to such amendment.

H. Declarant has acquired and is the owner of certain real property adjoining the Condominium Property and is developing such property which is described in Exhibit "A" attached hereto and hereinafter referred to as the "Adjoining Property" as a separate condominium called Nantucket Landing South Condominium.

I. Declarant reserved the right in Section 15.10 of the Declaration to reserve and/or grant to itself and to future owners of the Adjoining Property easements for ingress and egress.

J. Declarant is, pursuant to the provisions of Section 15.11 of the Declaration, the duly appointed and acting attorney-in-fact for each Unit Owner and his mortgagee, for the purpose of executing, acknowledging and recording for and in the name of such Unit Owner and mortgagee this Tenth Amendment, specifically reserving and granting easements pursuant to Article XV of the Declaration.

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

A. The legal description referred to in Article III is hereby amended by adding thereto and to Exhibit "A" of the Declaration the real estate described as follows:

Situate in the Township of Washington, County of Montgomery, State of Ohio and being Reserves A and B of Harbour Club, as recorded in Plat Book 131, Page 4 of the Plat Records of Montgomery County, Ohio.

DEED 88-0148 D09

4. Declarant hereby reserves and/or grants to itself and to any owner of the Adjoining Property or any part thereof, a right-of-way and easement over and through the Common Areas and Facilities of the Condominium Property for purposes of ingress and/or egress, specifically, including without limitation, the right to use the drives and roadways constructed on the Condominium Property.

5. For the benefit of the Adjoining Property, the Declarant reserves and/or grants to itself and to any owner of the Adjoining Property or any part thereof, an easement to tap into, use, and/or maintain utility lines, including without limitation, any pumps, meters and water lines from the ponds situated on the Condominium Property which were constructed or installed by Declarant.

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

7. Consent to this Tenth Amendment on behalf of Parcel A Owners and on behalf of Parcel A Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Sections 15.11 and 21.11 of the Declaration.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, as Declarant of Parcel B, as owner of a Unit or Units in Parcel A and as attorney-in-fact for all other Parcel A Unit Owners, and for Parcel A Mortgagees, has caused this instrument to be executed on this 21st day of March, 1988.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Cynthia L. Larkins

By: Hans H. Soltau
Its Vice President

Nelissa A. Rhoades

STATE OF OHIO, COUNTY OF MONTGOMERY, SS;

The foregoing instrument was acknowledged before me this 21st day of March, 1988 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 6, 1991

THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

DEED 88-0148 D10



000162



WOOLPERT

DESCRIPTION OF
NANTUCKET LANDING SOUTH
July 21, 1987

Located in Section 29, Town 3, Range 5, M.R.S., Washington Township, County of Montgomery, State of Ohio, and being a tract of land described as follows:

Beginning at the a point in the west line of Mandel Drive Right-of-Way, said point being the southeast corner of Nantucket Landing Section Two as recorded in Plat Book 128, page 22 of the Plat Records of Montgomery County, Ohio;

thence with the west line of said Mandel Drive Right-of-Way, on a curve to the right with a radius of five hundred seventy and 00/100 (570.00) feet for an arc distance of six hundred eighty-seven and 10/100 (687.10) feet. [long chord bearing South fifty-five degrees fifty-six minutes twenty seconds (55-56'20") West for six hundred forty-six and 25/100 (646.25) feet, central angle of said curve being sixty-nine degrees four minutes no seconds (69-04'00")];

thence continuing with said Mandel Drive Right-of-Way and its westward extension North eighty-nine degrees thirty one minutes forty seconds (89°31'40") West for three hundred and 12/100 (300.12) feet to a point;

thence continuing with said Mandell Drive Right-of-Way on a curve to the right with a radius of twenty (20.00) feet for an arc distance of thirty one and 41/100 (31.41) feet [long chord bearing North forty four degrees thirty one minutes fifty five seconds (44°31'55") West for twenty eight and 28/100 (28.28) central angle of said curve being eighty-nine degrees fifty-nine minutes twenty-nine seconds (89°59'29") to a point;

thence continuing with said Mandel Drive Right-of-way North eighty-nine degrees thirty-one minutes forty seconds (89°31'40") West for a distance of sixty and 00/100 (60.00) feet to a point in the centerline of State Route 48;

thence with the centerline of said Route 48 North no degrees twenty-eight minutes twenty seconds (00-28'20") East for four hundred seventy one and 73/100 (471.73) feet to the southwest corner of Nantucket Landing Section One as recorded in Plat Book 122, page 24 of the Plat Records of Montgomery County, Ohio;

thence with the south line of said Section One and its eastward extension, said extension being the south line of said Section Two, North eighty-four degrees twenty-one minutes fifty seconds (84-21'50") East for six hundred five and 00/100 (605.00) feet to a corner thereof;

DEED 88-0148 D11

000163

Description
Nantucket Landing
Page 2

thence continuing with said south line South fifty-eight degrees seven minutes fifty-nine seconds (58-07'59") East for three hundred sixty-four and 26/100 (364.26) feet to the point of beginning, containing nine and 272/1000 (9.272) acres, more or less, subject to however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

DEED 88-0148 D12

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NO TRANSFER NEEDED

1989 JUL 17 AM 8 33

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**ELEVENTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM**

I hereby certify that copies of the within Eleventh Amendment have been filed in the office of the Auditor, Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

Dated: July 17, 1989

By: DANA A. STAMPS

NO PLAT

THIS INSTRUMENT PREPARED BY:

**HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402**

VICKI D. PEGG
RECORDER

76.

89 JUL 19 PM 3: 56

G

MONTGOMERY CO. OHIO
RECORDED

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DEED 89-0386 A12

**ELEVENTH AMENDMENT TO DECLARATION
FOR
NANTUCKET LANDING CONDOMINIUM**

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

RECITALS

A. On February 5, 1985 certain premises located in the Township of Washington, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Nantucket Landing Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration has been subsequently amended for the purpose of adding additional property to the provisions thereof. For purposes hereof, the term Declaration shall refer to the Declaration, as amended by any subsequent amendment thereto, filed with the Recorder of Montgomery County, Ohio.

C. The Declaration and amendments thereto have been recorded in the deed and plat records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	85-077-A01	123-48
First Amendment	85-360-A01	125-07
Second Amendment	85-606-C02	126-06
Third Amendment	86-150-C09	127-5
Fourth Amendment	86-350-E02	127-44
Fifth Amendment	86-751-A01	129-34
Sixth Amendment	87-215-B10	130-45
Seventh Amendment	87-439-D03	131-36
Eighth Amendment	87-533-A01	132-7
Ninth Amendment	87-732-A01	133-7
Tenth Amendment	88-148-D08	No Plat

000166

DEED 89-0386 B01

D. A review of the Declaration indicates and shows that there are certain scrivener and typographical errors with respect to the square footage designations and descriptions of the Units designated as Type B and as to those designated Type E and F which were submitted by the Seventh and Eighth Amendments to the Declaration.

E. Pursuant to Section 23.13 of the Declaration, the Declarant reserved and retained the right and power to amend the Declaration for the purpose of correcting any such scrivener and/or typographical errors.

F. Pursuant to Section 23.13 of the Declaration, Declarant is the duly appointed and acting attorney-in-fact for all Unit Owners for purposes of executing and recording this Eleventh Amendment.

G. This Eleventh Amendment is being executed and recorded at the request of and with the express consent of Nantucket Landing Condominium Association, Inc., hereinafter referred to as the "Association".

NOW, THEREFORE, Declarant hereby declares that:

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

2. The Declaration is hereby amended in accordance with the provisions of Section 23.13 in the following respects:

A. Section 5.02 is hereby amended by deleting the reference to the (B) Type B Unit and (G) Type B(1) Unit and substituting therefor the following:

(B) Type B Unit is a one (1) story ranch Unit containing approximately 1,596 square feet, which includes the garage space. The Unit contains two (2) bedrooms, two (2) baths, a living room, dining room, kitchen and an attached two (2) car garage.

(B-1) Type B-1 Unit is a Type B Unit containing approximately 1,598 square feet.

(B-2) Type B-2 Unit is a Type B Unit containing approximately 1,672 square feet.

(B-3) Type B-3 Unit is a Type B Unit containing approximately 1,761 square feet.

(B-4) Type B-4 Unit is a Type B Unit containing approximately 1,637 square feet.

(B-5) Type B-5 Unit is a Type B Unit containing approximately 1,802 square feet.

B. Section 5.03 is hereby amended by deleting the unit and type designations and substituting therefor the following:

<u>UNITS</u>	<u>TYPE</u>	<u>NUMBER OF UNITS</u>
2,7,9,15,19,26,32,33 35,36,40,41,48,50,55 58,61,67,72,79,83,88,93	A	23
1,8,16,20,25,34	B	6
39,47	B-1	2
51	B-2	1
56	B-3	1
80,87,92	B-4	3
71	B-5	1
3,6,10,14,18,21,23 31,37,42,49,54,57 62,68,73,78,84,89,94	C	20
4,5,13,17 22,24,30,38	D	8
12,52,60,64,65,70 75,76,81,86,91,96	E	12
11,53,59,63,66,69,74 77,82,85,90,95	F	12
		89

C. Section 9.01 is hereby amended by deleting the unit designations and their percentages and substituting therefor the designations and percentages as shown on Exhibit "A" hereto.

3. To the extent modified herein, the drawings attached as an exhibit to the Declaration are hereby amended.

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

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5. Consent to this Eleventh Amendment on behalf of the Unit Owners is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Section 23.13 of the Declaration.

6. The Association has prepared and requested that certain schedules be attached to this Eleventh Amendment for the purpose of clarifying and consolidating into one (1) instrument certain information with respect to the Condominium as fully constituted by the Declaration and the various amendments thereto. Declarant makes no representations as to the truth and accuracies as to the schedule submitted by the Association, nor as to any reason or requirement for the filing thereof. Such schedules are attached hereto and identified as follows:

A. Schedule "A" is a listing of the various Units, their street addresses, their building designations, their percentage of ownership and the square footage.

B. Schedule "A-1" is a general description of the different types of Units.

C. Schedule "B" are compilations of the various drawings attached to the Declaration and the amendments thereto.

D. Schedule "C" is a copy of a plat plan prepared by Woolperts Consultants, Inc. at the request of the Declarant with respect to the Condominium.

E. Schedule "D" is a copy of a preliminary site plan which has been notated by the Association to depict the various locations of the buildings and the Units.

7. The Association has joined in the execution hereof for the purpose of consenting to the provisions hereof and the recording of this Eleventh Amendment.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation has caused this instrument to be executed on this 12 day of July, 1989.

Signed and acknowledged
in the presence of:

**CHARLES V. SIMMS
DEVELOPMENT CORPORATION**

Cynthia L. Harkin

By: [Signature]
Its Vice President

[Signature]

000169

DEED 89-0386 B04

Signed and acknowledged
in the presence of:

**NANTUCKET LANDING
CONDOMINIUM ASSOCIATION, INC.**

Jerry J. Price
an agent for Nantucket Landing
South Trust 7/5/89
2ND VICE PRESIDENT

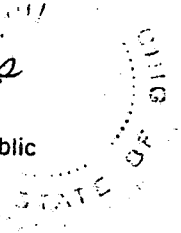
By: *K. Harold Ledford*
its **PRESIDENT**
NANTUCKET LANDING CONDOMINIUM
ASSOCIATION, INC.

STATE OF OHIO, COUNTY OF MONTGOMERY, SS;

The foregoing instrument was acknowledged before me this 12TH day of JULY, 1989 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, an Ohio corporation, on behalf of the corporation.

Cynthia L. Larkins
Notary Public

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 6, 1991



STATE OF OHIO, COUNTY OF MONTGOMERY, SS;

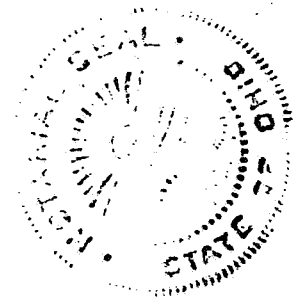
The foregoing instrument was acknowledged before me this 12TH day of July, 1989 by K. HAROLD LEDFORD, PRESIDENT of Nantucket Landing Condominium Association, Inc., an Ohio not-for-profit corporation, on behalf of the corporation.

Jacklyn M. Johnson
Notary Public

JACKLYN M. JOHNSON, Notary Public
In and for the State of Ohio
My Commission Expires 1991

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
124 East Third Street
Dayton, Ohio 45402



000170
DEED 89-0386 B05

AMENDMENT 11

SCHEDULE "A"

The following is the listing of the 89 Nantucket Landing Condominium Association Inc Units, their type, street designation, percentage of interest and a description of the type of Units. Square footages are approximate and may vary.

<u>UNIT DESIGNATION</u>	<u>STREET ADDRESS</u>	<u>BUILDING NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>SQUARE FOOTAGE</u>
1	9678 WINDJAMMER PLACE CENTERVILLE, OH 45458	1	B	1.215	1596
2	9676 WINDJAMMER PLACE CENTERVILLE, OH 45458	1	A	1.035	1360
3	9674 WINDJAMMER PLACE CENTERVILLE, OH 45458	1	C	1.286	1690
4	9672 WINDJAMMER PLACE CENTERVILLE, OH 45458	1	D	1.423	1870
5	9666 WINDJAMMER PLACE CENTERVILLE, OH 45458	2	D	1.423	1870
6	9664 WINDJAMMER PLACE CENTERVILLE, OH 45458	2	C	1.286	1690
7	9662 WINDJAMMER PLACE CENTERVILLE, OH 45458	2	A	1.035	1360
8	9660 WINDJAMMER PLACE CENTERVILLE, OH 45458	2	B	1.215	1596
9	102 NANTUCKET LANDING CENTERVILLE, OH 45458	3	A	1.035	1360
10	104 NANTUCKET LANDING CENTERVILLE, OH 45458	3	C	1.286	1690
11	106 NANTUCKET LANDING CENTERVILLE, OH 45458	3	F	.871	1144
12	108 NANTUCKET LANDING CENTERVILLE, OH 45458	3	E	.932	1225
13	120 NANTUCKET LANDING CENTERVILLE, OH 45458	4	D	1.423	1870
14	122 NANTUCKET LANDING CENTERVILLE, OH 45458	4	C	1.286	1690
15	124 NANTUCKET LANDING CENTERVILLE, OH 45458	4	A	1.035	1360

AMENDMENT 11

SCHEDULE "A"

<u>UNIT DESIGNATION</u>	<u>STREET ADDRESS</u>	<u>BUILDING NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>SQUARE FOOTAGE</u>
16	126 NANTUCKET LANDING CENTERVILLE, OH 45458	4	B	1.215	1596
17	132 NANTUCKET LANDING CENTERVILLE, OH 45458	5	D	1.423	1870
18	134 NANTUCKET LANDING CENTERVILLE, OH 45458	5	C	1.286	1690
19	136 NANTUCKET LANDING CENTERVILLE, OH 45458	5	A	1.035	1360
20	138 NANTUCKET LANDING CENTERVILLE, OH 45458	5	B	1.215	1596
21	133 NANTUCKET LANDING CENTERVILLE, OH 45458	6	C	1.286	1690
22	135 NANTUCKET LANDING CENTERVILLE, OH 45458	6	D	1.423	1870
23	137 NANTUCKET LANDING CENTERVILLE, OH 45458	6	C	1.286	1690
24	139 NANTUCKET LANDING CENTERVILLE, OH 45458	6	D	1.423	1870
25	9601 WHALERS WHARF CENTERVILLE, OH 45458	7	B	1.215	1596
26	9603 WHALERS WHARF CENTERVILLE, OH 45458	7	A	1.035	1360
** - UNIT NUMBERS 27, 28 AND 29 WERE DELETED FROM BUILDING 7 WHEN THE POOL WAS AUTHORIZED BY THE DECLARANT.					
30	9612 WHALERS WHARF CENTERVILLE, OH 45458	8	D	1.423	1870
31	9614 WHALERS WHARF CENTERVILLE, OH 45458	8	C	1.286	1690
32	9616 WHALERS WHARF CENTERVILLE, OH 45458	8	A	1.035	1360

AMENDMENT 11

SCHEDULE "A"

<u>UNIT DESIGNATION</u>	<u>STREET ADDRESS</u>	<u>BUILDING NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>SQUARE FOOTAGE</u>
33	9618 WHALERS WHARF CENTERVILLE, OH 45458	8	A	1.035	1360
34	9620 WHALERS WHARF CENTERVILLE, OH 45458	8	B	1.215	1596
35	9617 WHALERS WHARF CENTERVILLE, OH 45458	9	A	1.035	1360
36	9619 WHALERS WHARF CENTERVILLE, OH 45458	9	A	1.035	1360
37	9621 WHALERS WHARF CENTERVILLE, OH 45458	9	C	1.286	1690
38	9623 WHALERS WHARF CENTERVILLE, OH 45458	9	D	1.423	1870
39	9631 WHALERS WHARF CENTERVILLE, OH 45458	10	B1	1.217	1598
40	9635 WHALERS WHARF CENTERVILLE, OH 45458	10	A	1.035	1360
41	9637 WHALERS WHARF CENTERVILLE, OH 45458	10	A	1.035	1360
42	9639 WHALERS WHARF CENTERVILLE, OH 45458	10	C	1.286	1690
** - UNIT NUMBERS 43, 44, 45 AND 46B WERE DELETED FROM THE NUMBERING SYSTEM					
47	9640 WHALERS WHARF CENTERVILLE, OH 45458	12	B1	1.217	1598
48	9642 WHALERS WHARF CENTERVILLE, OH 45458	12	A	1.035	1360
49	9644 WHALERS WHARF CENTERVILLE, OH 45458	12	C	1.286	1690

AMENDMENT 11

SCHEDULE "A"

<u>UNIT DESIGNATION</u>	<u>STREET ADDRESS</u>	<u>BUILDING NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>SQUARE FOOTAGE</u>
50	9646 WHALERS WHARF CENTERVILLE, OH 45458	12	A	1.035	1360
51	9648 WHALERS WHARF CENTERVILLE, OH 45458	12	B2	1.280	1672
52	9654 WHALERS WHARF CENTERVILLE, OH 45458	14	E	.932	1225
53	9656 WHALERS WHARF CENTERVILLE, OH 45458	14	F	.871	1144
54	9658 WHALERS WHARF CENTERVILLE, OH 45458	14	C	1.286	1690
55	9660 WHALERS WHARF CENTERVILLE, OH 45458	14	A	1.035	1360
56	9662 WHALERS WHARF CENTERVILLE, OH 45458	14	B3	1.340	1761
57	9807 MANDEL DRIVE CENTERVILLE, OH 45458	15	C	1.286	1690
58	9805 MANDEL DRIVE CENTERVILLE, OH 45458	15	A	1.035	1360
59	9803 MANDEL DRIVE CENTERVILLE, OH 45458	15	F	.871	1144
60	9801 MANDEL DRIVE CENTERVILLE, OH 45458	15	E	.932	1225
61	9663 WHALERS WHARF CENTERVILLE, OH 45458	13	A	1.035	1360
62	9661 WHALERS WHARF CENTERVILLE, OH 45458	13	C	1.286	1690
63	9659 WHALERS WHARF CENTERVILLE, OH 45458	13	F	.871	1144
64	9657 WHALERS WHARF CENTERVILLE, OH 45458	13	E	.932	1225

AMENDMENT 11

SCHEDULE "A"

<u>UNIT DESIGNATION</u>	<u>STREET ADDRESS</u>	<u>BUILDING NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>SQUARE FOOTAGE</u>
65	9655 WHALERS WHARF CENTERVILLE, OH 45458	11	E	.932	1225
66	9653 WHALERS WHARF CENTERVILLE, OH 45458	11	F	.871	1144
67	9651 WHALERS WHARF CENTERVILLE, OH 45458	11	A	1.035	1360
68	9649 WHALERS WHARF CENTERVILLE, OH 45458	11	C	1.286	1690
69	9647 WHALERS WHARF CENTERVILLE, OH 45458	11	F	.871	1144
70	9645 WHALERS WHARF CENTERVILLE, OH 45458	11	E	.932	1225
71	278 QUEENS CROSSING CENTERVILLE, OH 45458	16	B5	1.370	1802
72	276 QUEENS CROSSING CENTERVILLE, OH 45458	16	A	1.035	1360
73	274 QUEENS CROSSING CENTERVILLE, OH 45458	16	C	1.286	1690
74	272 QUEENS CROSSING CENTERVILLE, OH 45458	16	F	.871	1144
75	270 QUEENS CROSSING CENTERVILLE, OH 45458	16	E	.932	1225
76	269 QUEENS CROSSING CENTERVILLE, OH 45458	17	E	.932	1225
77	267 QUEENS CROSSING CENTERVILLE, OH 45458	17	F	.871	1144
78	265 QUEENS CROSSING CENTERVILLE, OH 45458	17	C	1.286	1690
79	263 QUEENS CROSSING CENTERVILLE, OH 45458	17	A	1.035	1360
80	261 QUEENS CROSSING CENTERVILLE, OH 45458	17	B4	1.247	1637

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DEED 89-0386 B10

A-5

PAGE 5 OF 6

AMENDMENT 11

SCHEDULE "A"

<u>UNIT DESIGNATION</u>	<u>STREET ADDRESS</u>	<u>BUILDING NUMBER</u>	<u>TYPE</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>SQUARE FOOTAGE</u>
81	251 QUEENS CROSSING CENTERVILLE, OH 45458	18	E	.932	1225
82	249 QUEENS CROSSING CENTERVILLE, OH 45458	18	F	.871	1144
83	247 QUEENS CROSSING CENTERVILLE, OH 45458	18	A	1.035	1360
84	245 QUEENS CROSSING CENTERVILLE, OH 45458	18	C	1.286	1690
85	243 QUEENS CROSSING CENTERVILLE, OH 45458	18	F	.871	1144
86	241 QUEENS CROSSING CENTERVILLE, OH 45458	18	E	.932	1225
87	229 QUEENS CROSSING CENTERVILLE, OH 45458	19	B4	1.247	1637
88	227 QUEENS CROSSING CENTERVILLE, OH 45458	19	A	1.035	1360
89	225 QUEENS CROSSING CENTERVILLE, OH 45458	19	C	1.286	1690
90	223 QUEENS CROSSING CENTERVILLE, OH 45458	19	F	.871	1144
91	221 QUEENS CROSSING CENTERVILLE, OH 45458	19	E	.932	1225
92	209 QUEENS CROSSING CENTERVILLE, OH 45458	20	B4	1.247	1637
93	207 QUEENS CROSSING CENTERVILLE, OH 45458	20	A	1.035	1360
94	205 QUEENS CROSSING CENTERVILLE, OH 45458	20	C	1.286	1690
95	203 QUEENS CROSSING CENTERVILLE, OH 45458	20	F	.871	1144
96	201 QUEENS CROSSING CENTERVILLE, OH 45458	20	E	.932	1225

89 UNITS

100.000%

131386

A-6

PAGE 6 OF 6

DEED 89-0386 B11

000176

AMENDMENT 11

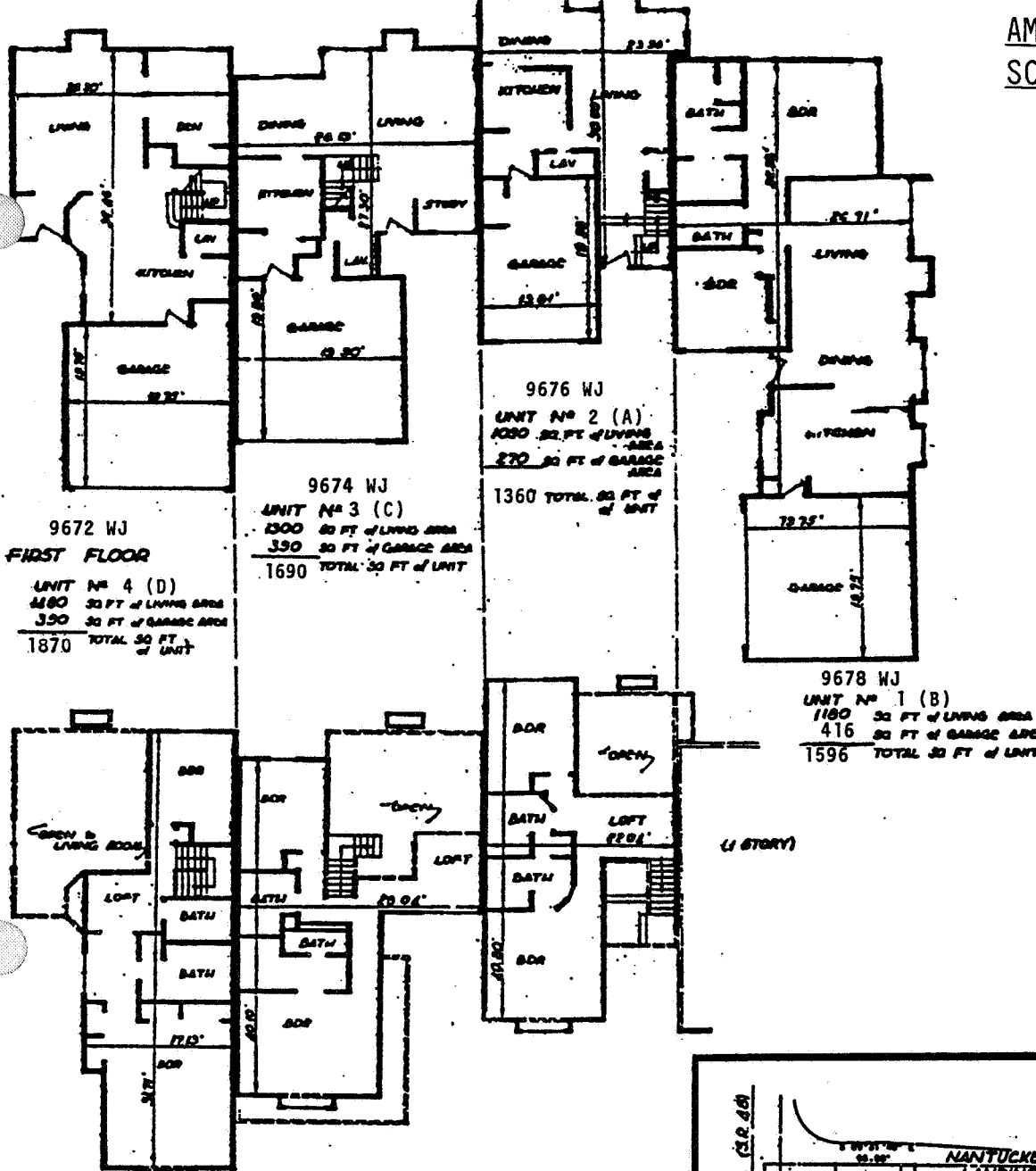
SCHEDULE "A-1"

The following is a general description of the eleven (11) types of units in this condominium. Rooms and room designations may vary from building to building.

- A. TYPE A (HAMPTON) UNIT - is a two (2) story townhouse unit containing approximately 1,360 square feet, which includes garage space. The unit contains two (2) bedrooms, a living room, one and one-half (1 1/2) baths, loft area, kitchen and an attached one (1) car garage. There are 23 of these units each with 1.035% ownership for a total of 23.81% total area.
- B. TYPE B (PLYMOUTH) UNIT - is a one (1) story ranch unit containing approximately 1,596 square feet, which includes garage space. The Unit contains two (2) bedrooms, two (2) baths, a living room, dining room, kitchen and an attached two (2) car garage. There are 6 of these units each with 1.215% ownership for a total of 7.29% total area.
- C. TYPE B1 UNIT - is a Type B Unit with an additional 2 square feet of garage space for an approximate total of 1,598 square feet. There are 2 of these units with 1.217% ownership for a total of 2.43% total area.
- D. TYPE B2 UNIT - is a Type B Unit with an additional 76 square feet of garage space for an approximate total of 1,672 square feet. There is 1 of these units with 1.28% ownership for a total of 1.28% total area.
- E. TYPE B3 UNIT - is a Type B Unit with an additional 165 square feet of garage space for an approximate total of 1,761 square feet. There is 1 of these units with 1.340% ownership for a total of 1.340% total area.
- F. TYPE B4 UNIT - is a Type B Unit with an additional 41 square feet of garage space for an approximate total of 1,637 square feet. There are 3 of these units with 1.247% ownership for a total of 3.74% total area.
- G. TYPE B5 UNIT - is a Type B Unit with an additional 206 square feet of garage space for an approximate total of 1,802 square feet. There is 1 of these units with 1.37% ownership for a total of 1.37% total area.
- H. TYPE C (FALMOUTH) UNIT - is a two (2) story townhouse unit containing approximately 1,690 square feet, which includes garage space. The unit contains two (2) bedrooms, two and one-half (2 1/2) baths, a living room, dining area, study, kitchen, loft and an attached two (2) car garage. There are 20 of these units each with 1.286% ownership for a total of 25.72% total area.
- I. TYPE D (NANTUCKET) UNIT - is a two (2) story townhouse unit containing approximately 1,870 square feet, which includes garage space. The unit contains two (2) bedrooms, two and one-half (2 1/2) baths, a living room, den, kitchen, loft area and an attached two (2) car garage. There are 8 of these units each with 1.423% ownership for a total of 11.38% total area.
- J. TYPE E (CHATHAM) UNIT - is a one (1) story ranch unit located on the upper floor containing approximately 1,225 square feet, which includes garage space located on the lower floor. The unit contains two (2) bedrooms, one and one-half (1 1/2) baths, a kitchen, living room, dining area, stairway and an attached one (1) car garage. There are 12 of these units each with .932% ownership for a total of 11.18% total area.
- K. TYPE F (ROCKPORT) UNIT - is a one (1) story ranch unit containing approximately 1,144 square feet, which includes garage space. The Unit contains two (2) bedrooms, one and one-half (1 1/2) baths, kitchen, dining area, living room and an attached one (1) car garage. There are 12 of these units each with .871 ownership for a total of 10.46% total area.

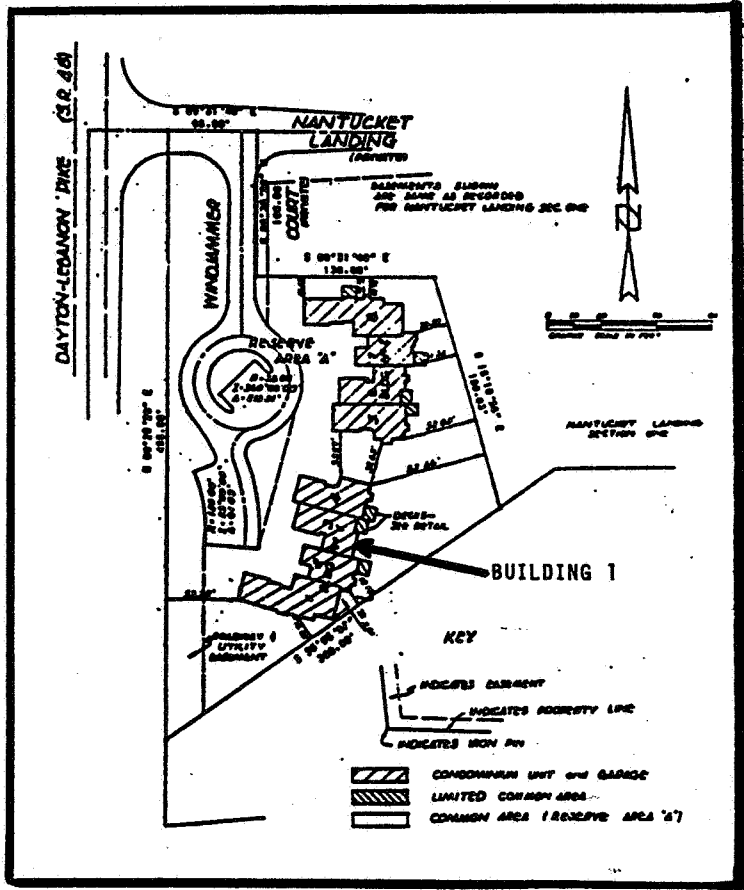
AMENDMENT 11
SCHEDULE "B"

BUILDING 1



SECOND FLOOR

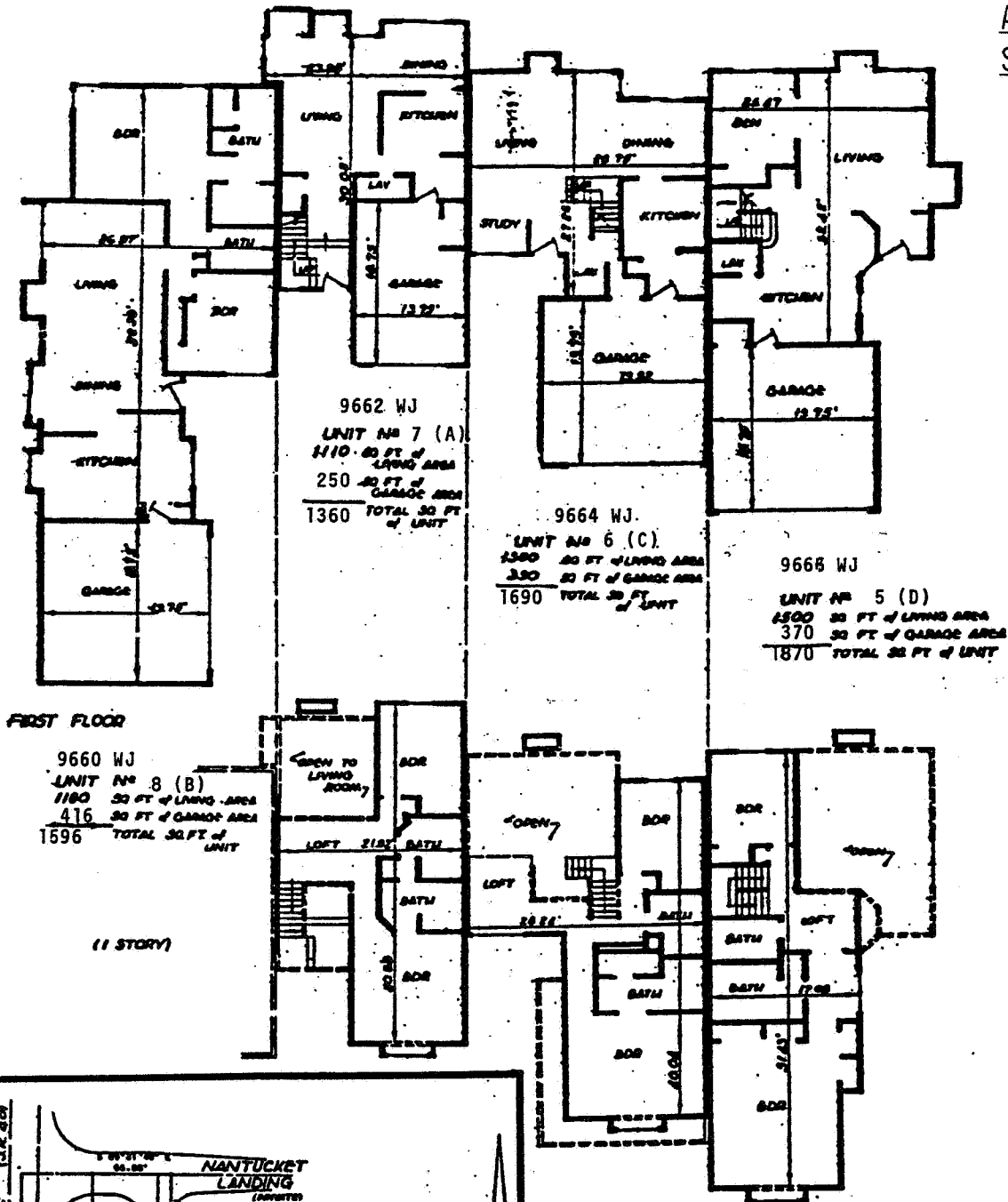
UNIT	TYPE	ADDRESS	OWNER%	SQ.-FT.
1	B	9678 WJ	1.215	1596
2	A	9676 WJ	1.035	1360
3	C	9674 WJ	1.286	1690
4	D	9672 WJ	1.423	1870
			4.959	6516 TOTALS



DEED 89-0386 C01

000178
B-1

BUILDING 2



FIRST FLOOR

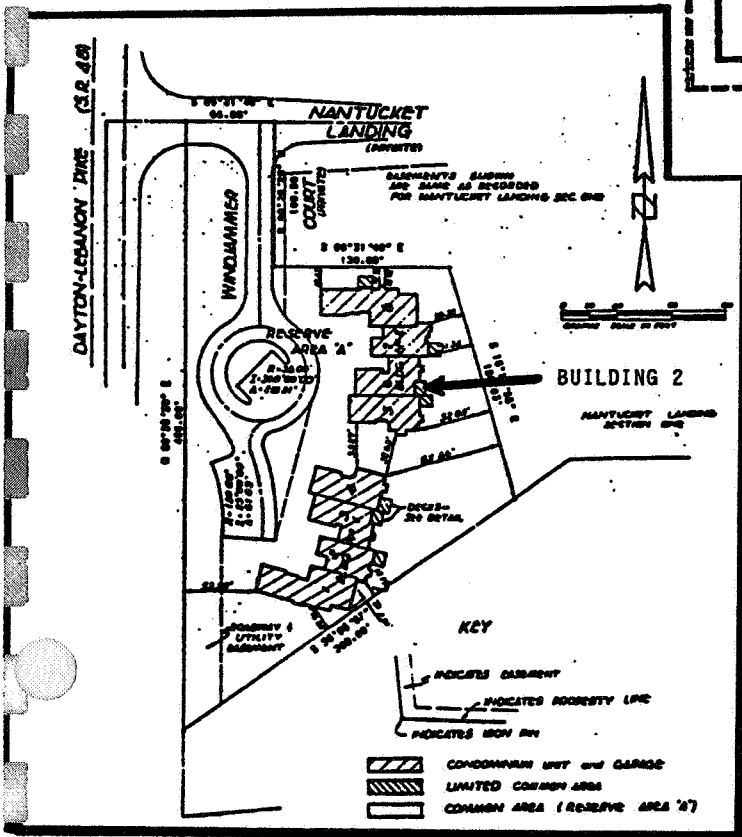
9660 WJ
UNIT No 8 (B)
1180 SQ FT of LIVING AREA
416 SQ FT of GARAGE AREA
1596 TOTAL SQ FT of UNIT

(1 STORY)

9662 WJ
UNIT No 7 (A)
110 SQ FT of LIVING AREA
250 SQ FT of GARAGE AREA
1360 TOTAL SQ FT of UNIT

9664 WJ.
UNIT No 6 (C)
1390 SQ FT of LIVING AREA
330 SQ FT of GARAGE AREA
1690 TOTAL SQ FT of UNIT

9666 WJ
UNIT No 5 (D)
1500 SQ FT of LIVING AREA
370 SQ FT of GARAGE AREA
1870 TOTAL SQ FT of UNIT



UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
5	D	9666 WJ	1.423	1870
6	C	9664 WJ	1.286	1690
7	A	9662 WJ	1.035	1360
8	B	9660 WJ	1.215	1596
			4.959	6516 TOTALS

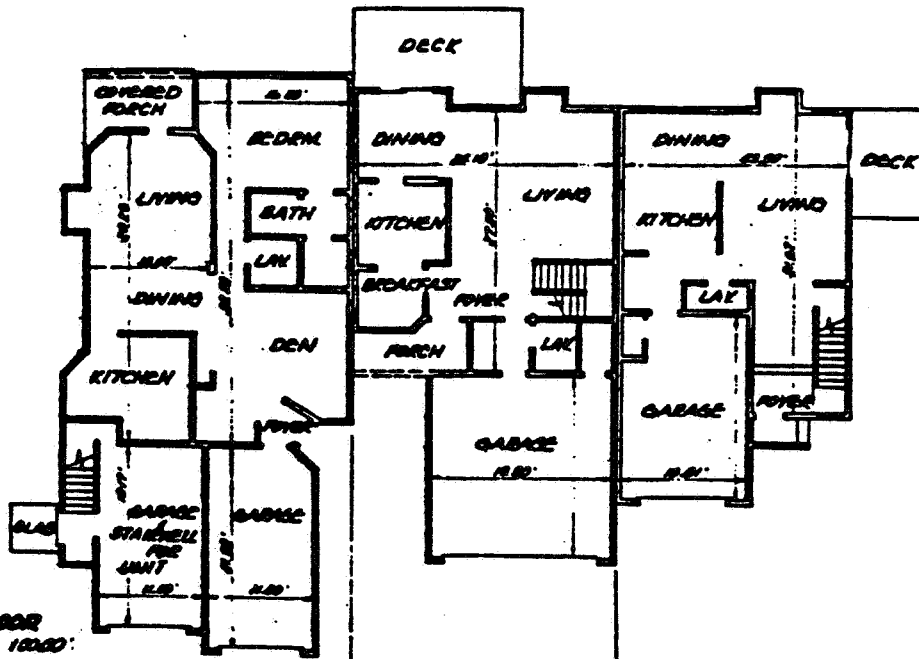
B-2

DEED 89-0386 C02

000179

AMENDMENT 11
SCHEDULE "B"

BUILDING 3

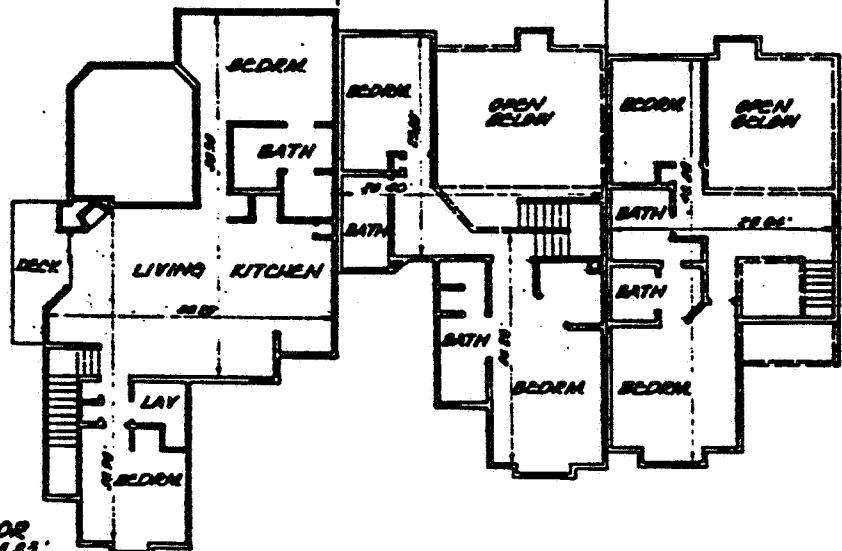


FIRST FLOOR
ELEVATION = 100.00'

106 NL
UNIT 11 (F)
810 SF of Living Area
134 SF of Garage Area
1144 SF Total Unit

104 NL
UNIT 10 (C)
1320 SF of Living Area
270 SF of Garage Area
1690 SF Total Unit

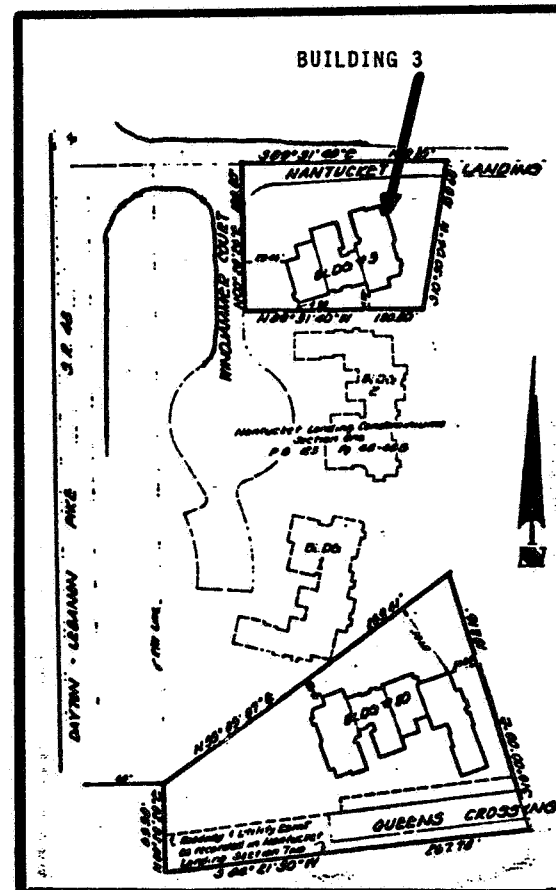
102 NL
UNIT 9 (A)
1080 SF of Living Area
170 SF of Garage Area
1360 SF Total Unit



SECOND FLOOR
ELEVATION = 100.85'

108 NL
UNIT 12 (E)
1010 SF of Living Area
215 SF of Garage Area
1225 SF Total Unit

UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
9	A	102 NL	1.035	1360
10	C	104 NL	1.286	1690
11	F	106 NL	.871	1144
12	E	108 NL	.932	1225
			4.124	5419 TOTALS



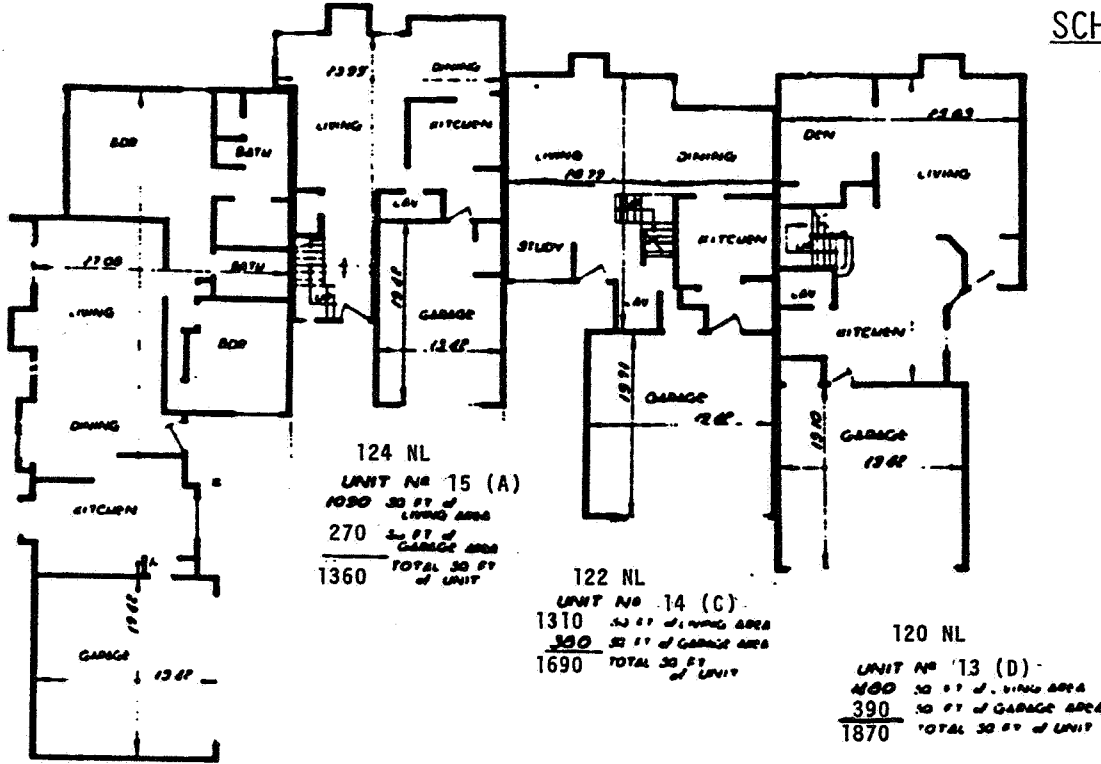
000180

B-3

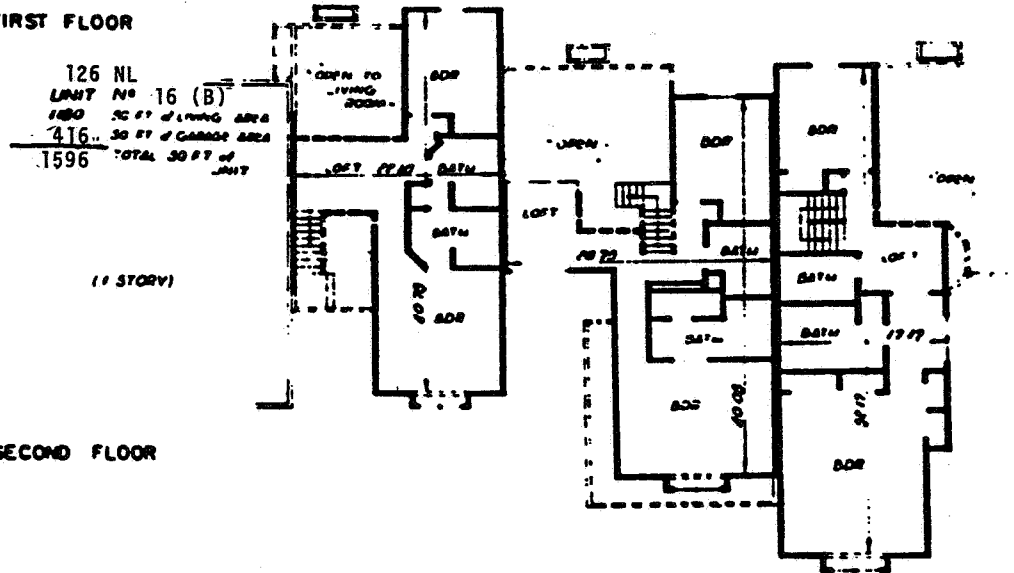
DEED 89-0386 C03

AMENDMENT 11
SCHEDULE "B"

BUILDING 4

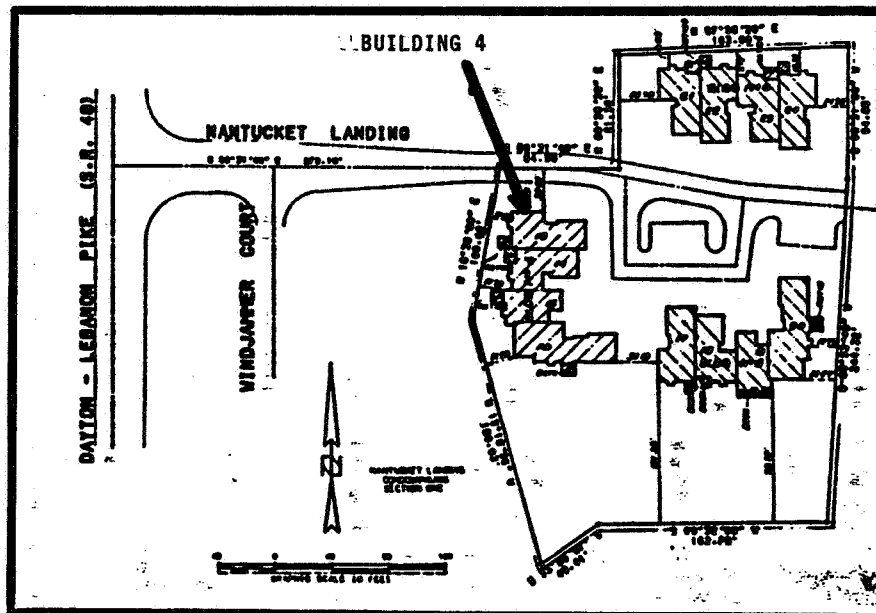


FIRST FLOOR



SECOND FLOOR

UNIT	TYPE	ADDRESS	OWNER%	SQ. FT.
13	D	120 NL	1.423	1870
14	C	122 NL	1.286	1690
15	A	124 NL	1.035	1360
16	B	126 NL	1.215	1596
			4.959	6516
			TOTALS	



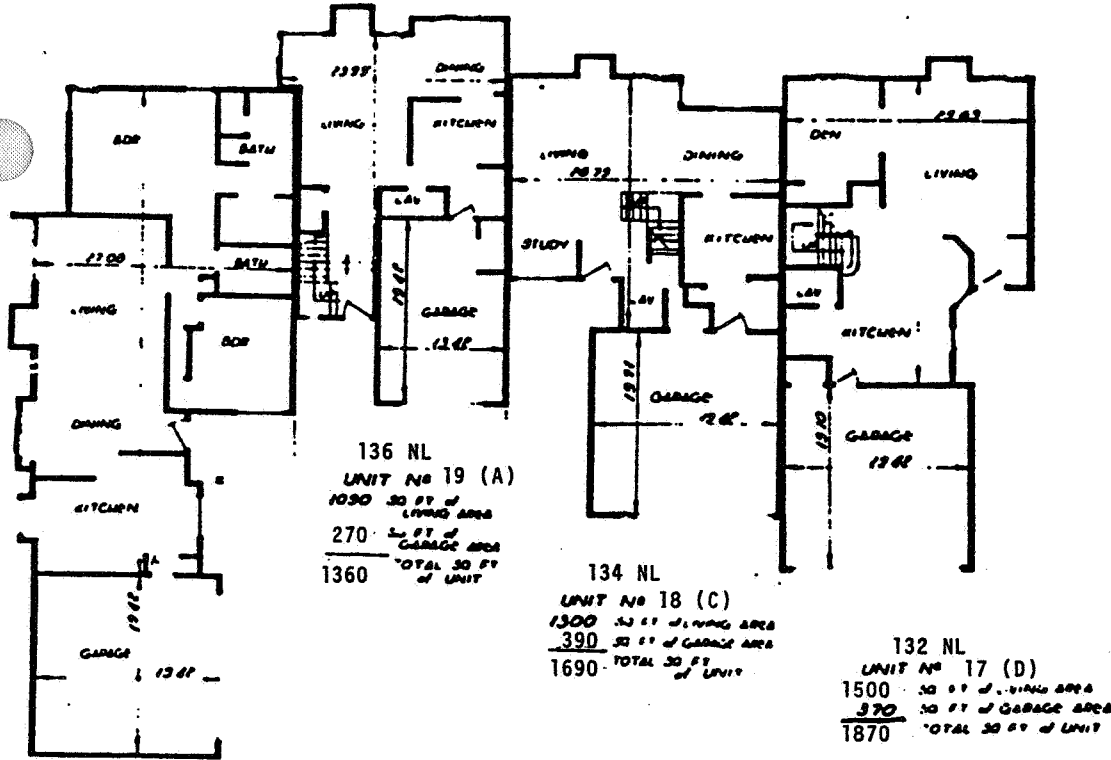
000181

DEED 89-0386 C04

B-4

AMENDMENT 11
SCHEDULE "B"

BUILDING 5



FIRST FLOOR

138 NL
UNIT NO 20 (B)
1180 SQ FT OF LIVING AREA
16 SQ FT OF GARAGE AREA
TOTAL SQ FT OF UNIT

(1 STORY)

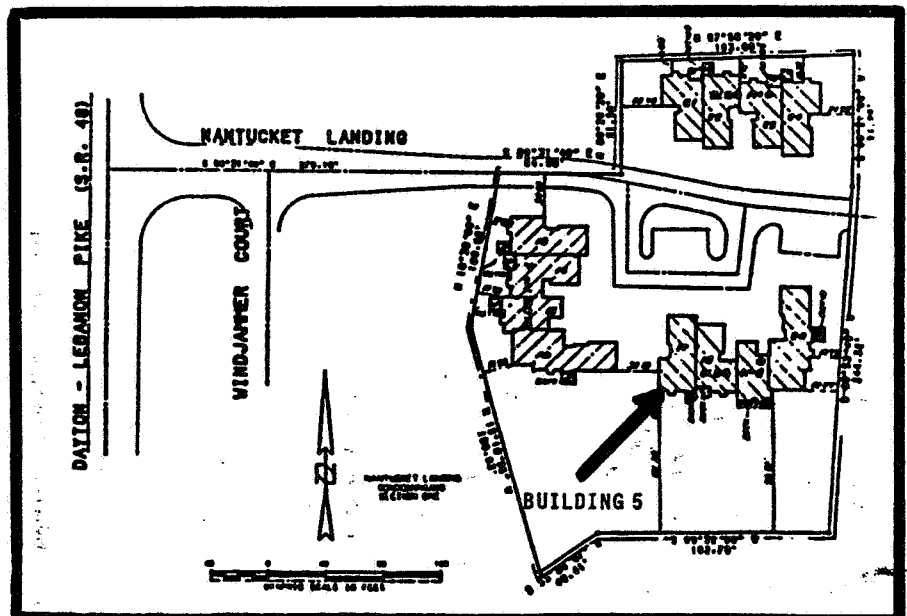
SECOND FLOOR

UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
17	D	132 NL	1.423	1870
18	C	134 NL	1.286	1690
19	A	136 NL	1.035	1360
20	B	138 NL	1.215	1596
			4.959	6516 TOTALS

000182

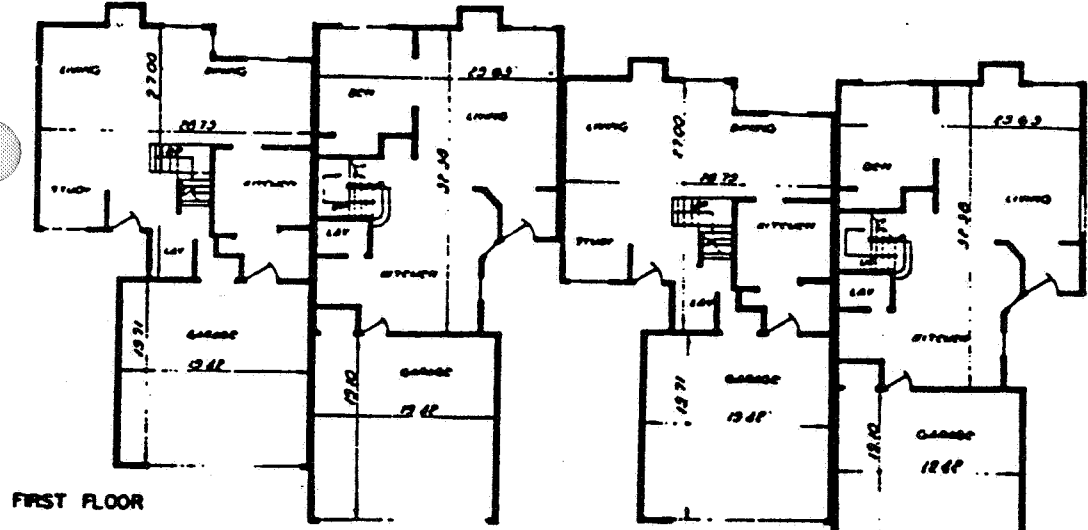
DEED 89-0386 C05

B-5



AMENDMENT 11
SCHEDULE "B"

BUILDING 6



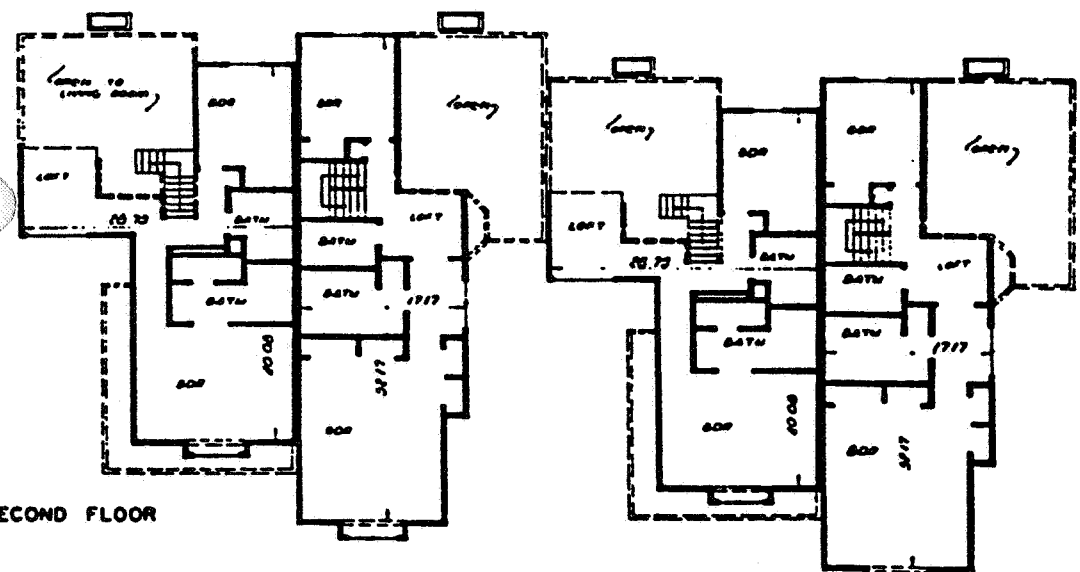
FIRST FLOOR

133 NL
UNIT # 21 (G)
1300 30 FT LIVING AREA
390 30 FT GARAGE AREA
1690 TOTAL 30 FT UNIT

135 NL
UNIT # 22 (D)
1480 30 FT LIVING AREA
390 30 FT GARAGE AREA
1870 TOTAL 30 FT UNIT

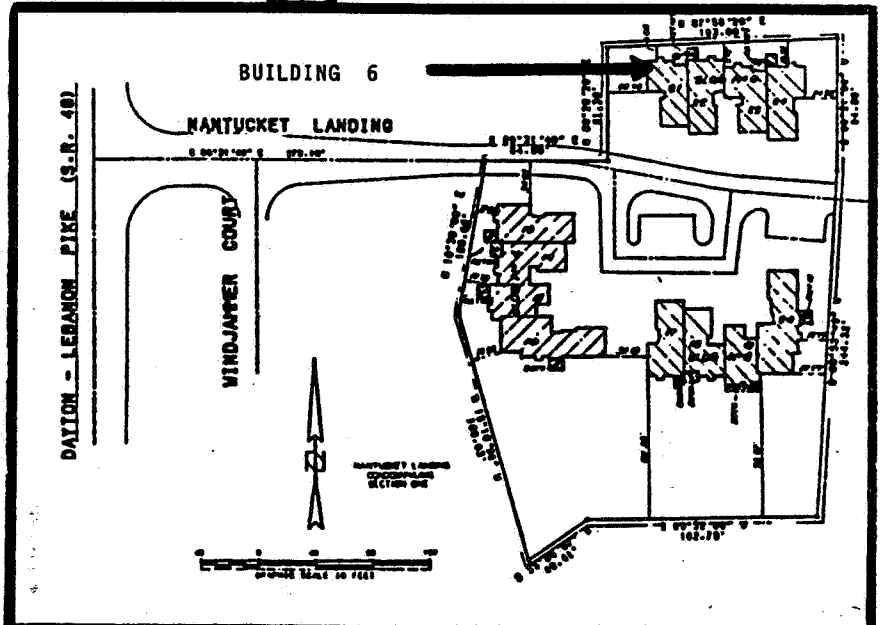
137 NL
UNIT # 23 (C)
1300 30 FT LIVING AREA
390 30 FT GARAGE AREA
1690 TOTAL 30 FT UNIT

139 NL
UNIT # 24 (D)
1480 30 FT LIVING AREA
390 30 FT GARAGE AREA
1870 TOTAL 30 FT UNIT



SECOND FLOOR

UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
21	C	133 NL	1.286	1690
22	D	135 NL	1.423	1870
23	C	137 NL	1.286	1690
24	D	139 NL	1.423	1870
			5.418	5250 TOTALS

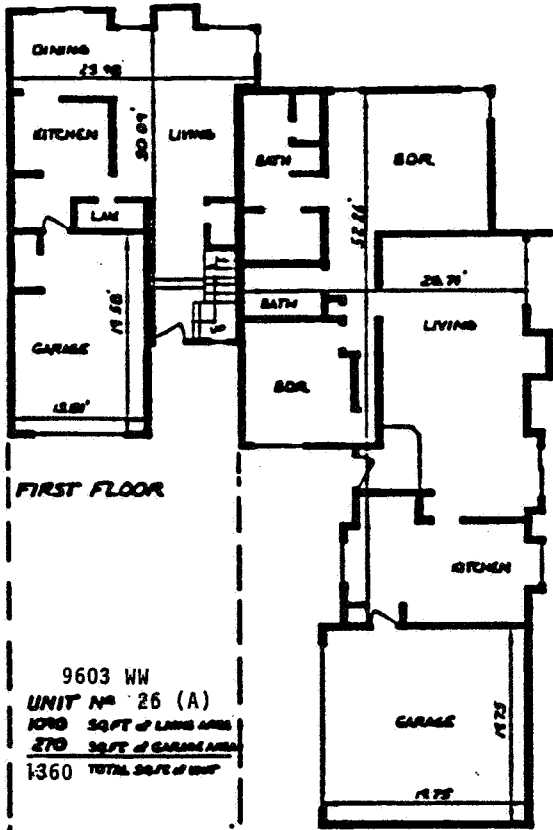


000183

DEED 89-0386 C06

AMENDMENT 11
 SCHEDULE "B"

BUILDING 7



FIRST FLOOR

9603 WW
 UNIT NO 26 (A)
 1070 SQ FT OF LIVING AREA
 270 SQ FT OF GARAGE AREA
 1360 TOTAL SQ FT OF UNIT

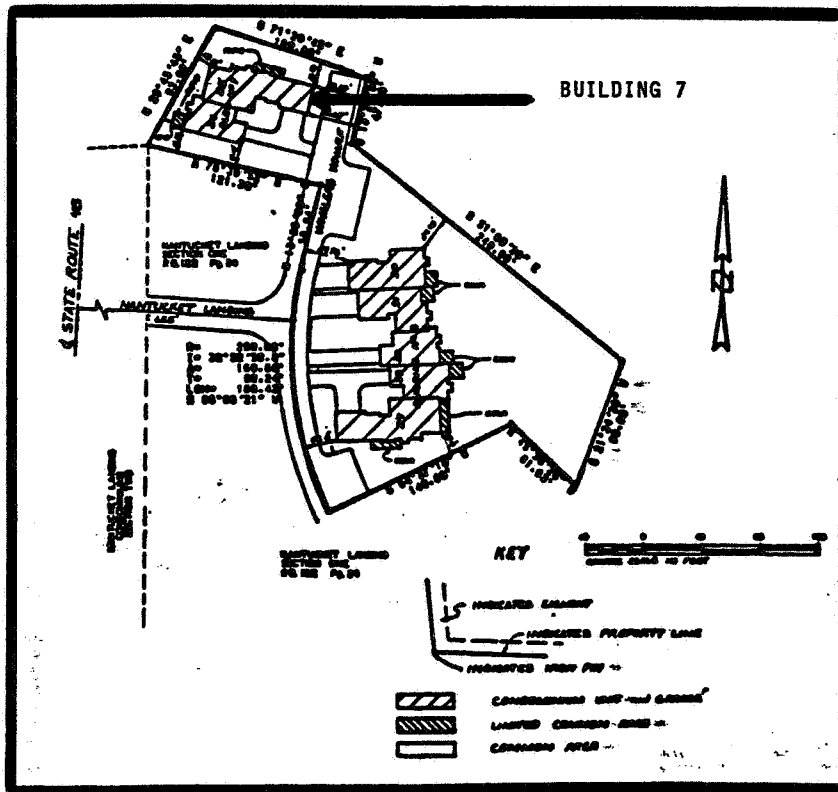
9601 WW
 UNIT NO 25 (B)
 1180 SQ FT OF LIVING AREA
 416 SQ FT OF GARAGE AREA
 1596 TOTAL SQ FT OF UNIT

(1 STORY)

SECOND FLOOR

UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
25	B	9601 WW	1.215	1596
26	A	9603 WW	1.035	1360
			2.250	2956
				TOTALS

NOTE: UNITS 27, 28 AND 29 WERE DELETED FROM BUILDING 7 AND THE POOL WAS ADDED TO THE NANTUCKET LANDING COMMON AREA.



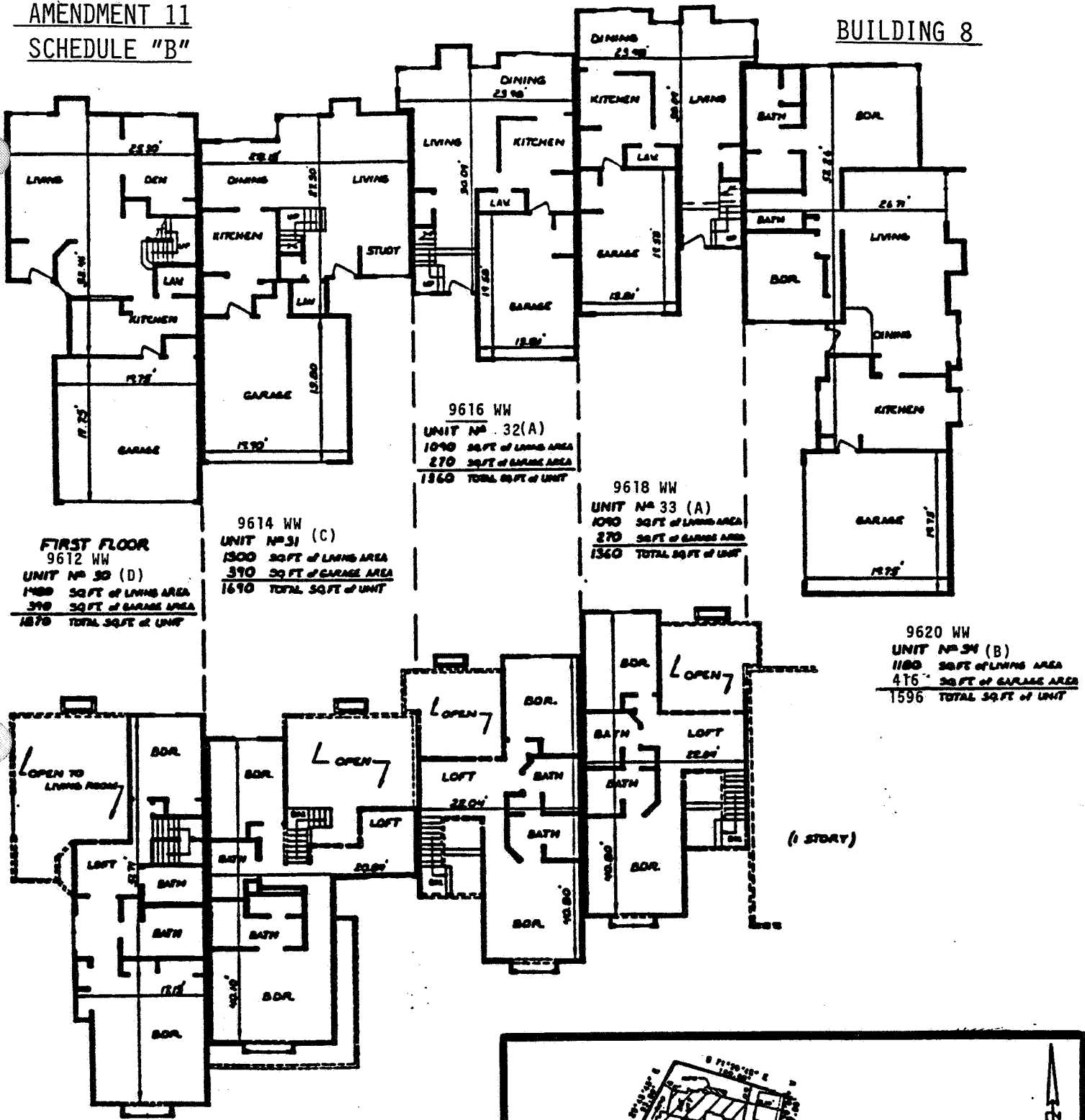
000184

DEED 89-0386 C07

B-7

AMENDMENT 11
SCHEDULE "B"

BUILDING 8



FIRST FLOOR
9612 WW
UNIT # 30 (D)
1480 SQ FT OF LIVING AREA
390 SQ FT OF GARAGE AREA
1870 TOTAL SQ FT OF UNIT

9614 WW
UNIT # 31 (C)
1300 SQ FT OF LIVING AREA
390 SQ FT OF GARAGE AREA
1690 TOTAL SQ FT OF UNIT

9616 WW
UNIT # 32 (A)
1090 SQ FT OF LIVING AREA
270 SQ FT OF GARAGE AREA
1360 TOTAL SQ FT OF UNIT

9618 WW
UNIT # 33 (A)
1090 SQ FT OF LIVING AREA
270 SQ FT OF GARAGE AREA
1360 TOTAL SQ FT OF UNIT

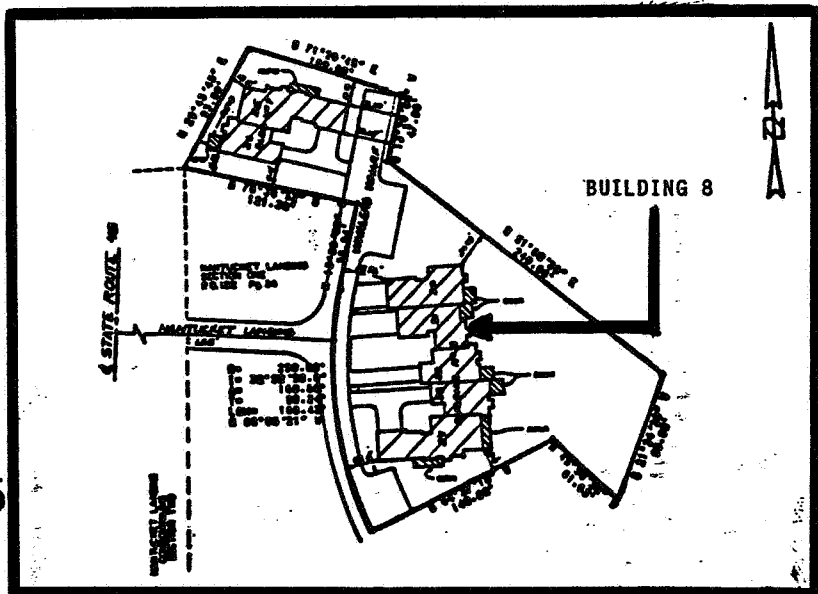
9620 WW
UNIT # 34 (B)
1180 SQ FT OF LIVING AREA
416 SQ FT OF GARAGE AREA
1596 TOTAL SQ FT OF UNIT

SECOND FLOOR

UNIT	TYPE	ADDRESS	OWNER%	SQ. FT.
30	D	9612 WW	1.423	1870
31	C	9614 WW	1.286	1690
32	A	9616 WW	1.035	1360
33	A	9618 WW	1.035	1360
34	B	9620 WW	1.215	1596
			5.994	7876 TOTALS

000185

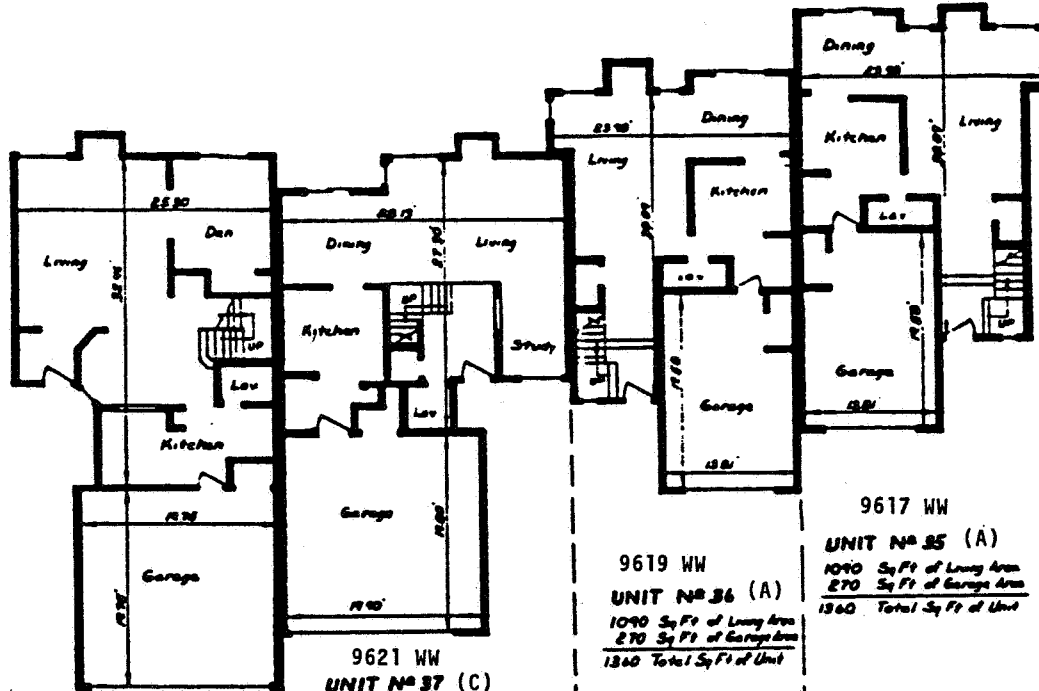
DEED 89-0386 C08



AMENDMENT 11
SCHEDULE "B"

BUILDING 9

FIRST FLOOR



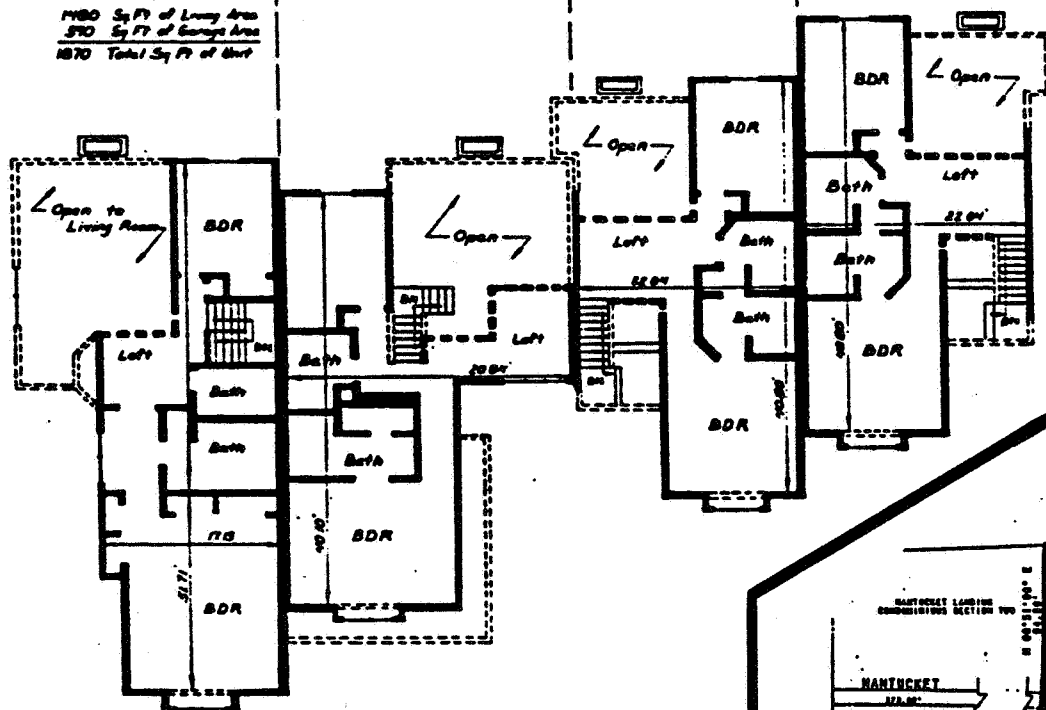
9623 WW
UNIT # 38 (D)
1480 Sq Ft of Living Area
370 Sq Ft of Garage Area
1870 Total Sq Ft of Unit

9621 WW
UNIT # 37 (C)
1300 Sq Ft of Living Area
370 Sq Ft of Garage Area
1670 Total Sq Ft of Unit

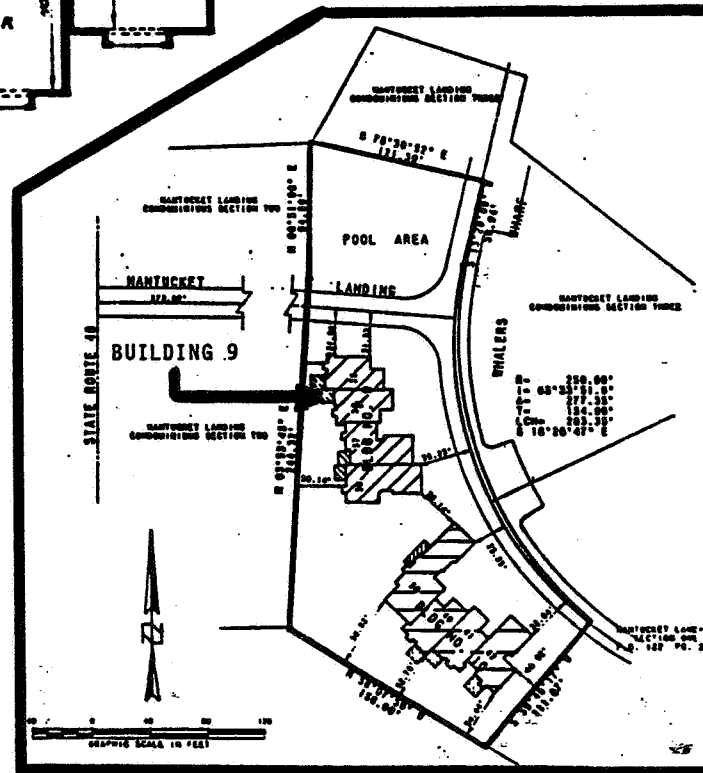
9619 WW
UNIT # 36 (A)
1090 Sq Ft of Living Area
270 Sq Ft of Garage Area
1360 Total Sq Ft of Unit

9617 WW
UNIT # 35 (A)
1070 Sq Ft of Living Area
270 Sq Ft of Garage Area
1340 Total Sq Ft of Unit

SECOND FLOOR



UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
35	A	9617 WW	1.035	1360
36	A	9619 WW	1.035	1360
37	C	9621 WW	1.286	1690
38	D	9623 WW	1.423	1870
			4.779	6280
				TOTALS



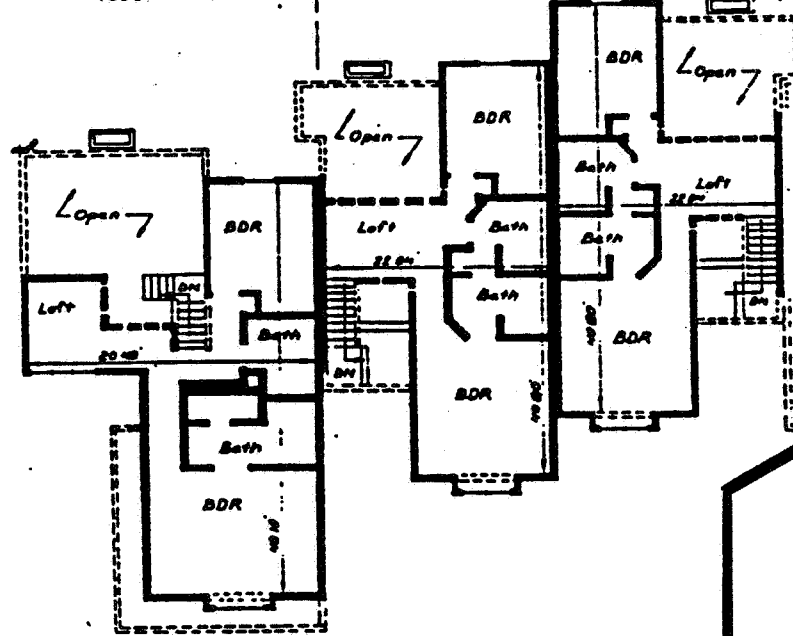
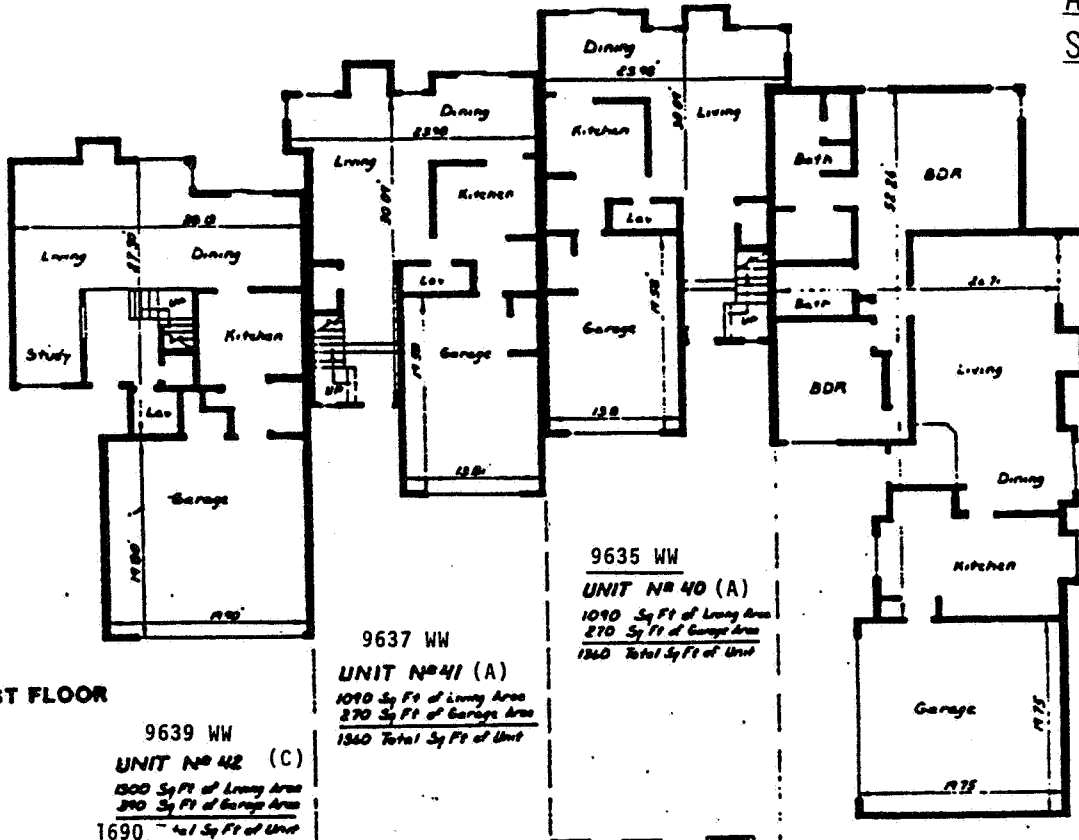
DEED 89-0386 C09

000186
B-94

AMENDMENT 11
SCHEDULE "B"

BUILDING 10

FIRST FLOOR



SECOND FLOOR

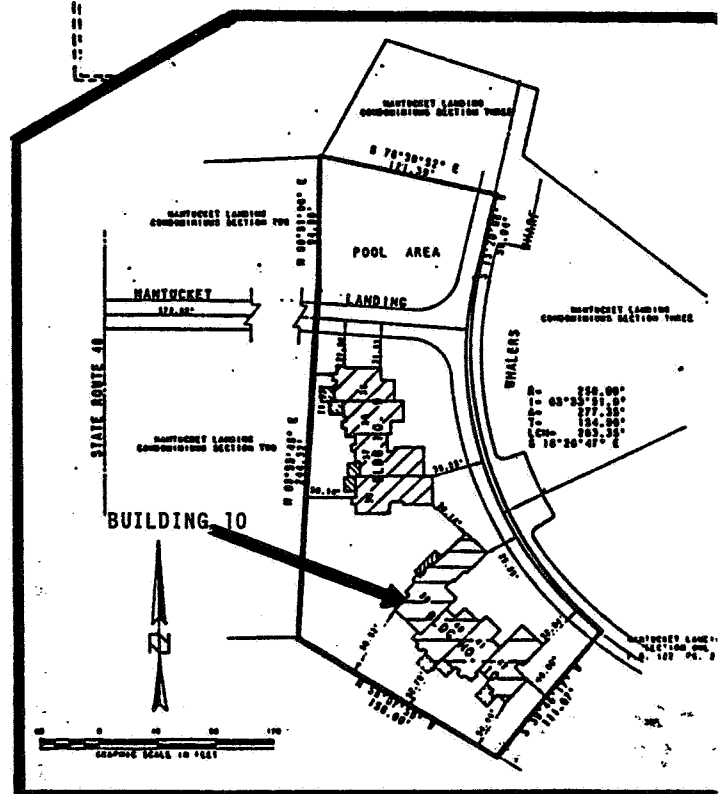
UNIT	TYPE	ADDRESS	OWNER%	SQ. FT.
39	B1	9631 WW	1.217	1598
40	A	9635 WW	1.035	1360
41	A	9637 WW	1.035	1360
42	C	9639 WW	1.286	1690
			4.573	6008
				TOTALS

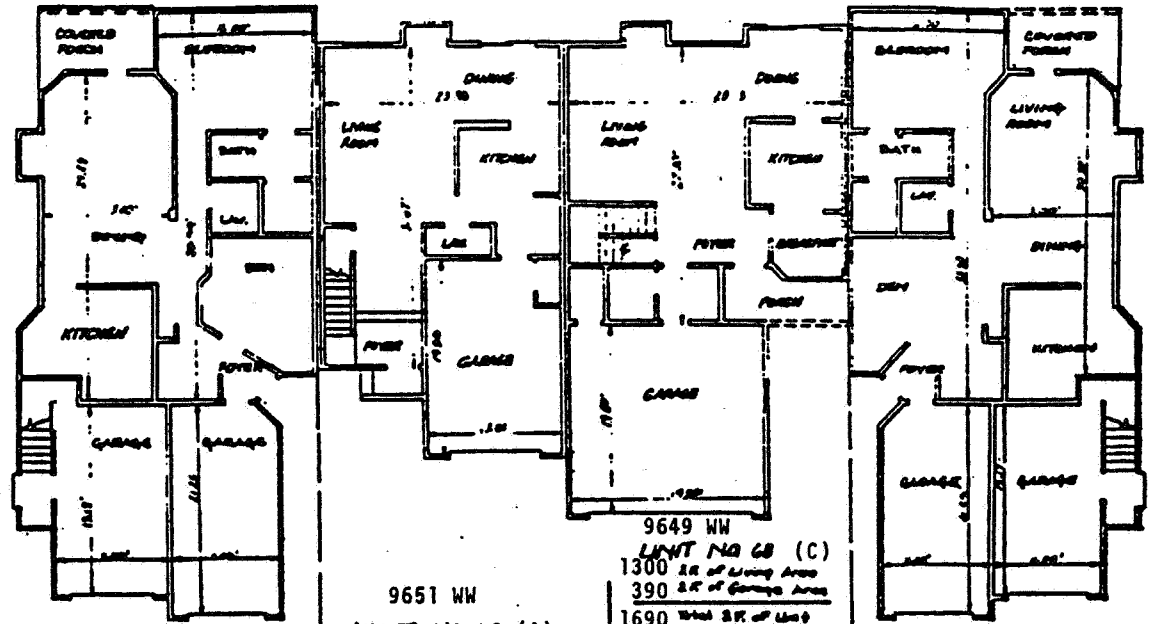
000187

NOTES: 1. BLDG 10 WAS CHANGED. ONE UNIT WAS DELETED. THIS IS WHY THERE IS NO UNIT WITH A 9633 WW ADDRESS.
2. UNITS 43, 44, 45 AND 46 WERE DELETED FROM THE NUMBERING SEQUENCES AT THIS STATE OF CONSTRUCTION.

DEED 89-0386 C10

B-10





FIRST FLOOR

9653 WW
UNIT NO. 66 (F)
 910 SQ. FT. OF LIVING AREA
 234 SQ. FT. OF GARAGE AREA
 1144 TOTAL SQ. FT. OF UNIT

9651 WW
UNIT NO. 67 (A)
 1015 SQ. FT. OF LIVING AREA
 210 SQ. FT. OF GARAGE AREA
 1360 Total SQ. FT. of Unit

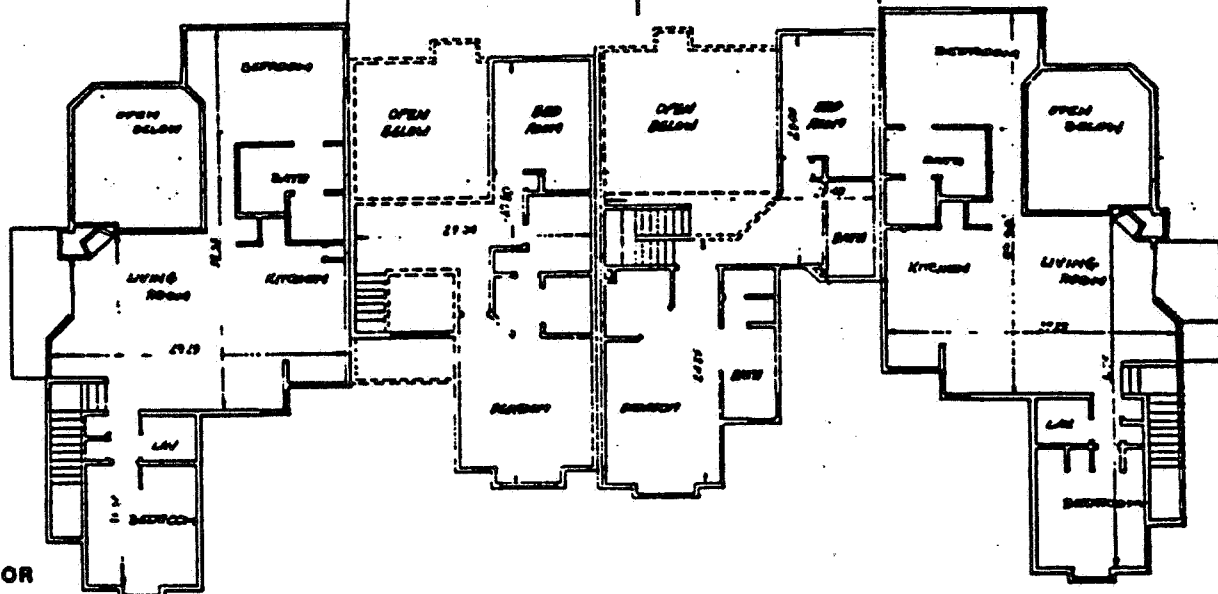
9649 WW
UNIT NO. 68 (C)
 1300 SQ. FT. OF LIVING AREA
 390 SQ. FT. OF GARAGE AREA
 1690 Total SQ. FT. of Unit

9647 WW
UNIT NO. 69 (F)
 910 SQ. FT. OF LIVING AREA
 234 SQ. FT. OF GARAGE AREA
 1144 TOTAL SQ. FT. OF UNIT

UNIT	TYPE	ADDRESS	FR%	SQ. FT.
65	E	9655 WW	.932	1225
66	F	9653 WW	.871	1144
67	A	9651 WW	1.035	1360
68	C	9649 WW	1.286	1690
69	F	9647 WW	.871	1144
70	E	9645 WW	.932	1225
TOTALS				7788

TOTALS

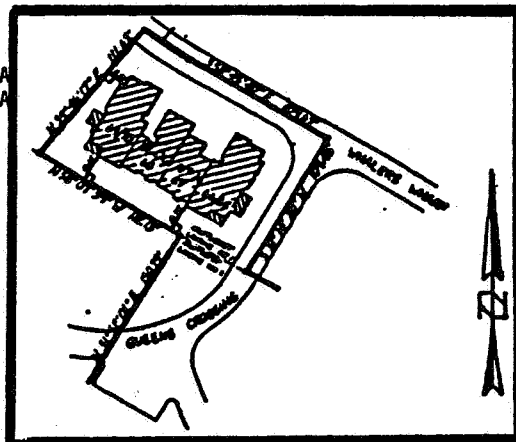
5.927



SECOND FLOOR

9655 WW
UNIT NO. 65 (E)
 1015 SQ. FT. OF LIVING AREA
 210 SQ. FT. OF GARAGE AREA
 1225 TOTAL SQ. FT. OF UNIT

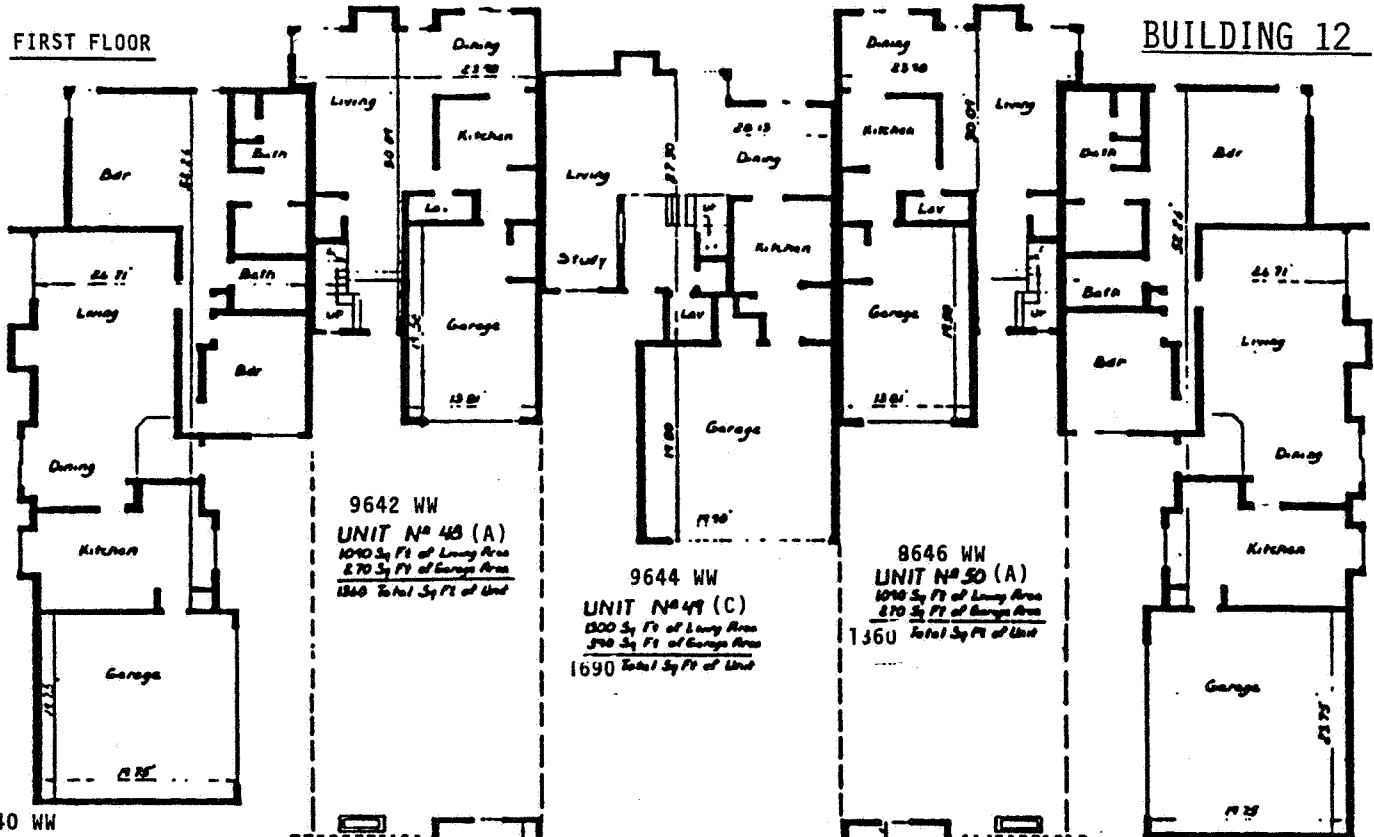
9645 WW
UNIT NO. 70 (E)
 1015 SQ. FT. OF LIVING AREA
 210 SQ. FT. OF GARAGE AREA
 1225 TOTAL SQ. FT. OF UNIT



AMENDMENT 11
SCHEDULE "B"

FIRST FLOOR

BUILDING 12



9640 WW
UNIT N° 47 (B1)
1040 SQ FT OF LIVING AREA
558 SQ FT OF GARAGE AREA
1598 TOTAL SQ FT OF UNIT

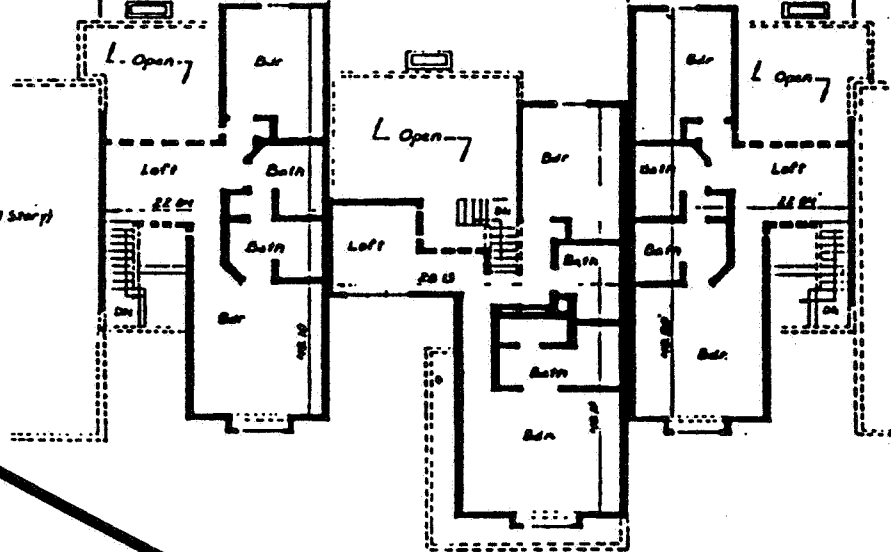
9642 WW
UNIT N° 48 (A)
1040 Sq Ft of Living Area
270 Sq Ft of Garage Area
1360 Total Sq Ft of Unit

9644 WW
UNIT N° 49 (C)
1500 Sq Ft of Living Area
590 Sq Ft of Garage Area
1690 Total Sq Ft of Unit

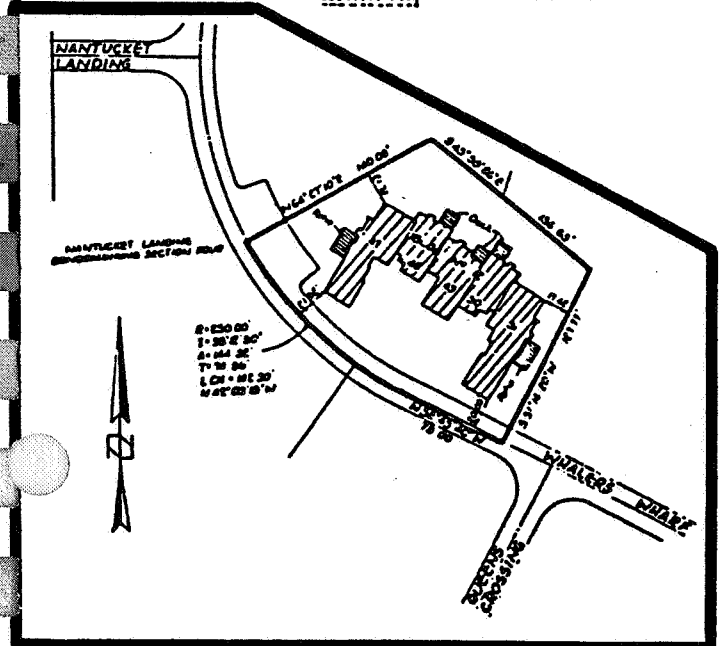
9646 WW
UNIT N° 50 (A)
1040 Sq Ft of Living Area
270 Sq Ft of Garage Area
1360 Total Sq Ft of Unit

9648 WW
UNIT N° 51 (B2)
1180 SQ FT OF LIVING AREA
492 SQ FT OF GARAGE AREA
1672 TOTAL SQ FT OF UNIT
(1 Story)

SECOND FLOOR



UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
47	B1	9640 WW	1.217	1598
48	A	9642 WW	1.035	1360
49	C	9644 WW	1.286	1690
50	A	9646 WW	1.035	1360
51	B2	9648 WW	1.280	1672
			5.853	7680 TOTALS



000189

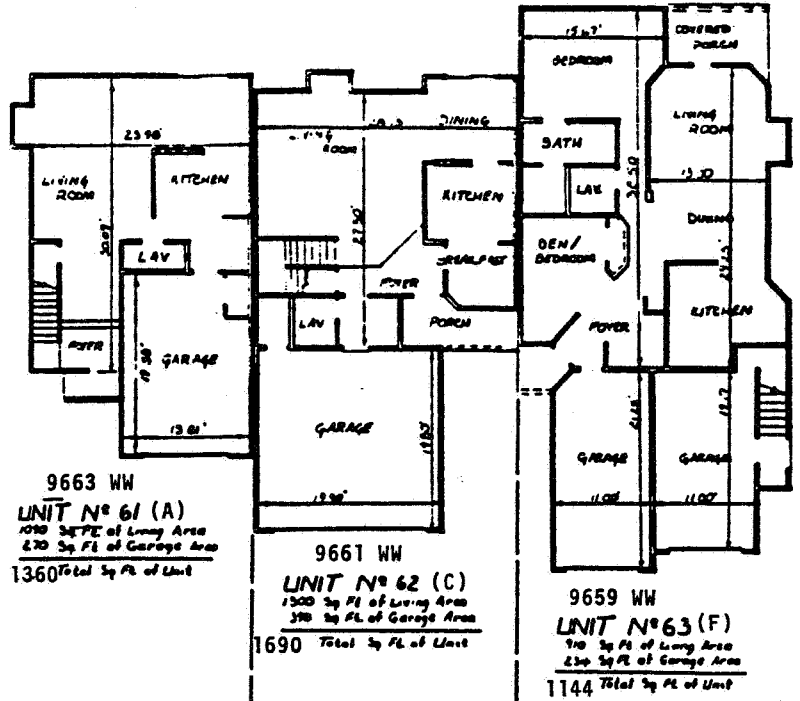
B-12

DEED 89-0386 C12

AMENDMENT 11
SCHEDULE "B"

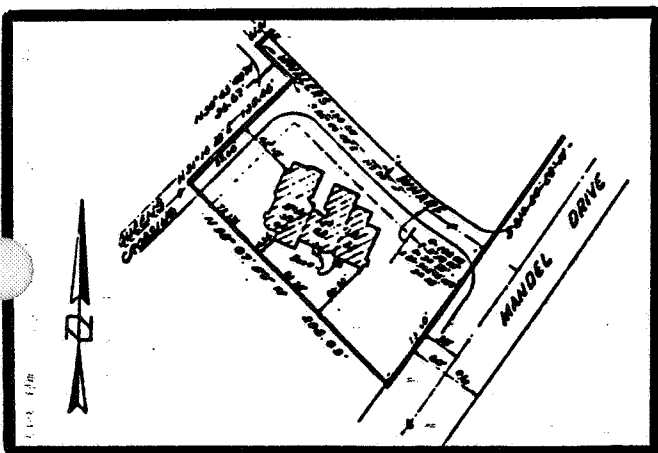
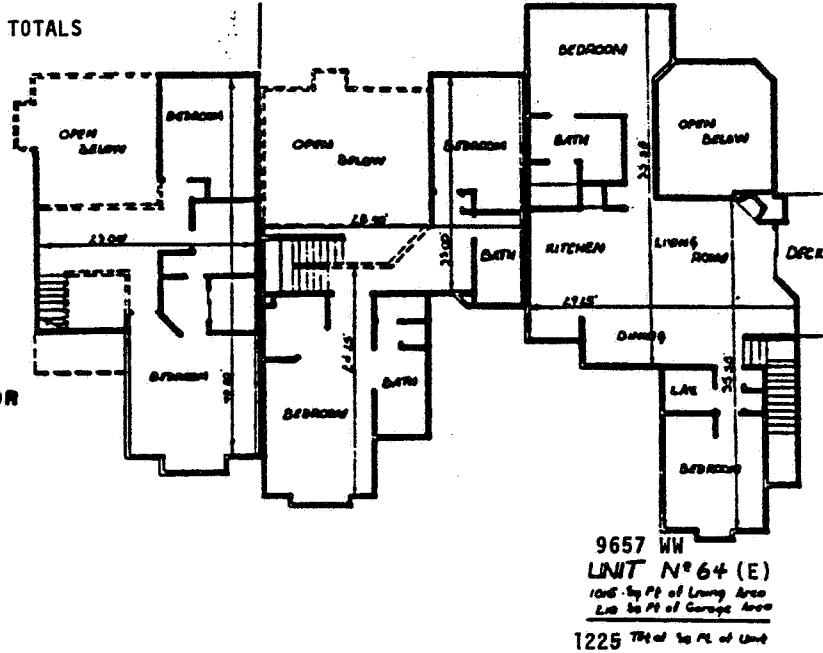
BUILDING 13

FIRST FLOOR



UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
61	A	9663 WW	1.035	1360
62	C	9661 WW	1.286	1690
63	F	9659 WW	.871	1144
64	E	9657 WW	.932	1225
			4.124	5419 TOTALS

SECOND FLOOR



000190

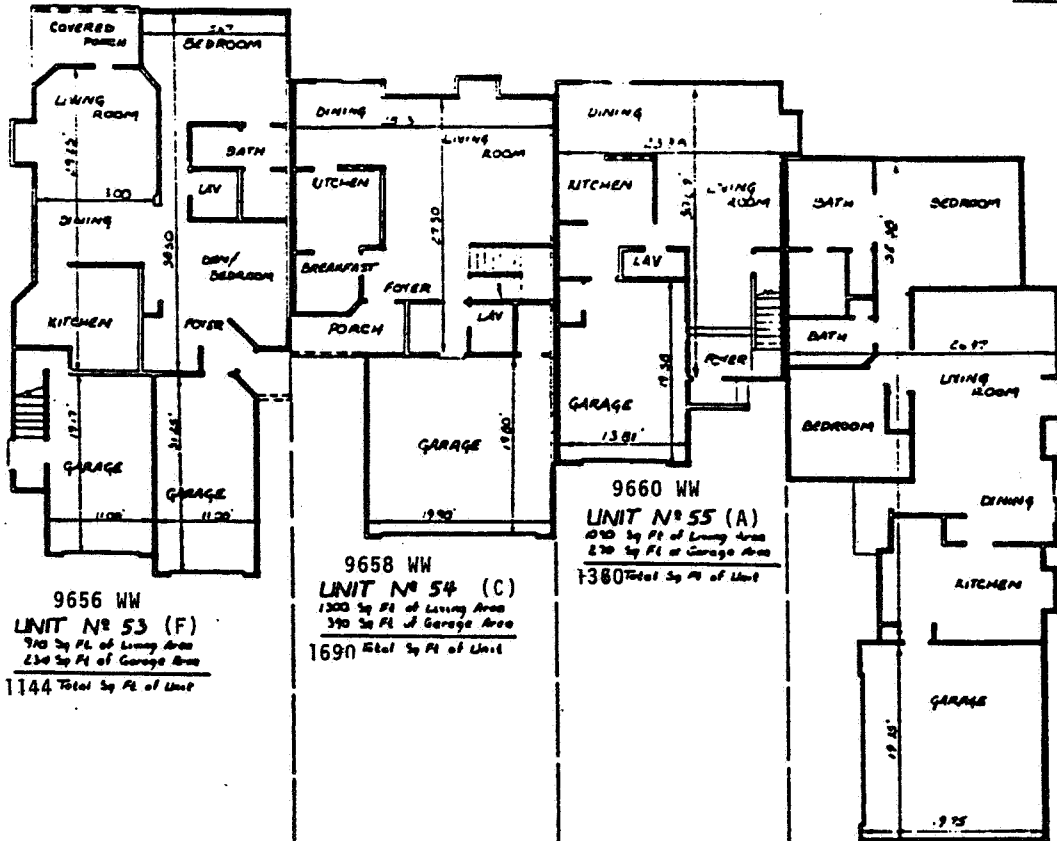
B-13

DEED 89-0386 D01

AMENDMENT 11
SCHEDULE "B"

BUILDING 14

FIRST FLOOR



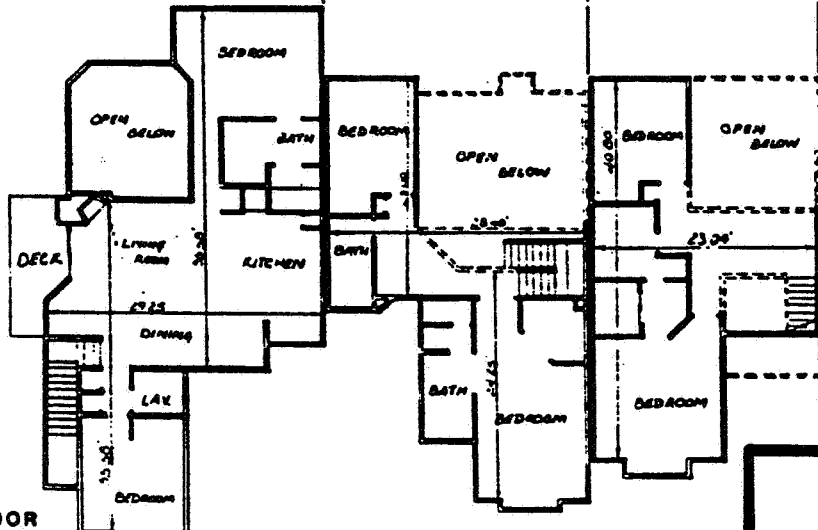
9656 WW
UNIT N° 53 (F)
770 Sq Ft of Living Area
234 Sq Ft of Garage Area
1144 Total Sq Ft of Unit

9658 WW
UNIT N° 54 (C)
1300 Sq Ft of Living Area
390 Sq Ft of Garage Area
1690 Total Sq Ft of Unit

9660 WW
UNIT N° 55 (A)
1010 Sq Ft of Living Area
270 Sq Ft of Garage Area
1380 Total Sq Ft of Unit

9662 WW
UNIT N° 56 (B3)
1180 Sq Ft of Living Area
581 Sq Ft of Garage Area
1761 Total Sq Ft of Unit

SECOND FLOOR



9654 WW
UNIT N° 52 (E)
1018 Sq Ft of Living Area
210 Sq Ft of Garage Area
1225 Total Sq Ft of Unit

(? Story)

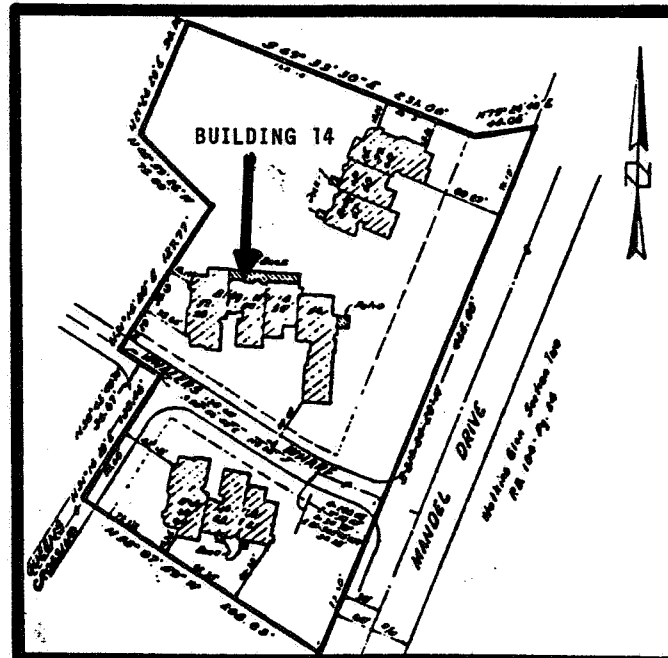
UNIT	TYPE	ADDRESS	OWNER%	SQ.-FT.
52	E	9654 WW	.932	1225
53	F	9656 WW	.871	1144
54	C	9658 WW	1.286	1690
55	A	9660 WW	1.035	1360
56	B3	9662 WW	1.340	1761
			5.464	7180

TOTALS

000191

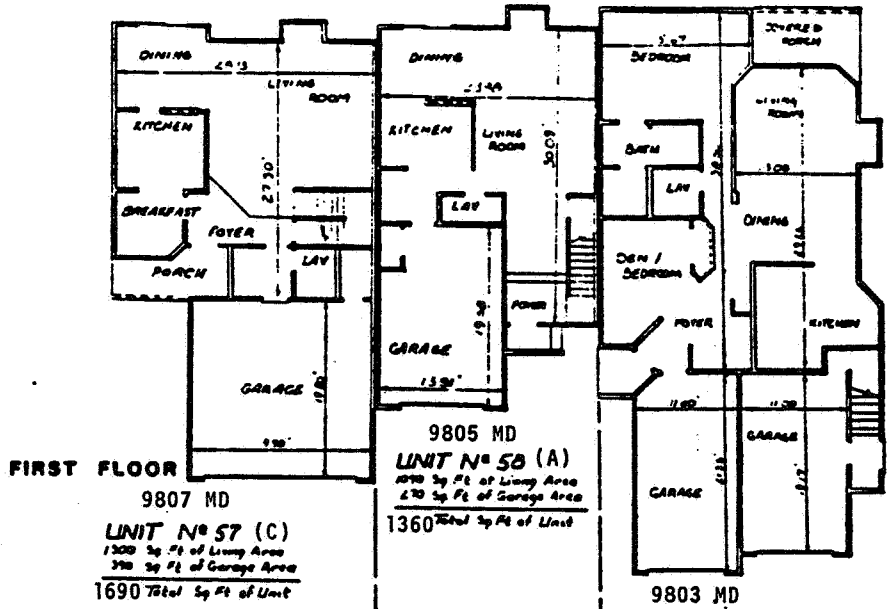
B-14

DEED 89-0386 D02

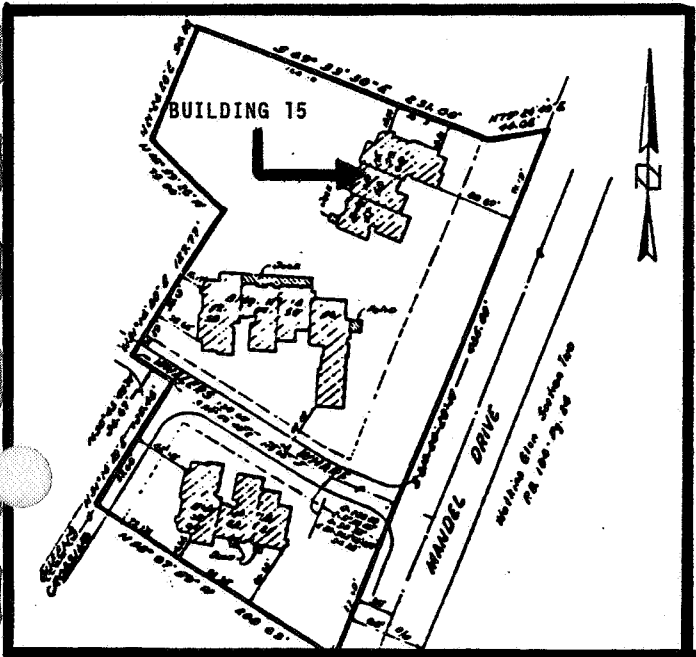
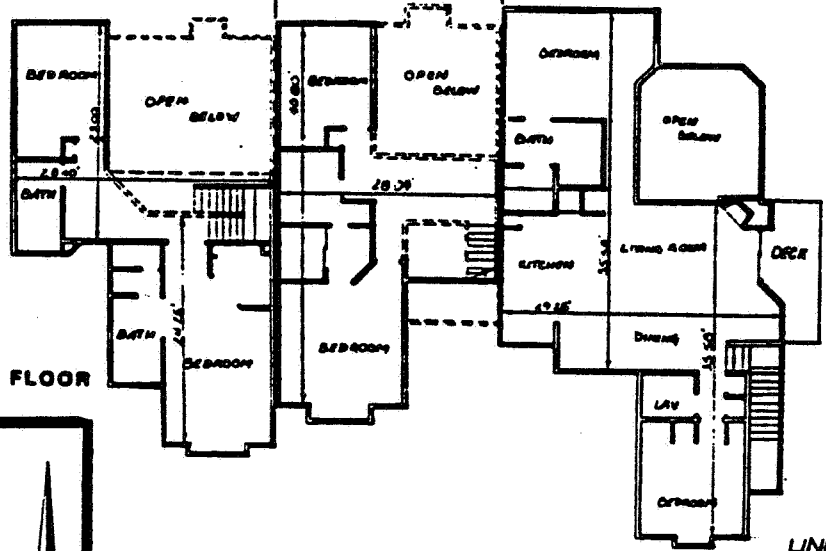


AMENDMENT 11
SCHEDULE "B"

BUILDING 15



UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
57	C	9807 MD	1.286	1690
58	A	9805 MD	1.035	1360
59	F	9803 MD	.871	1144
60	E	9801 MD	.932	1225
TOTALS			4.124	5419



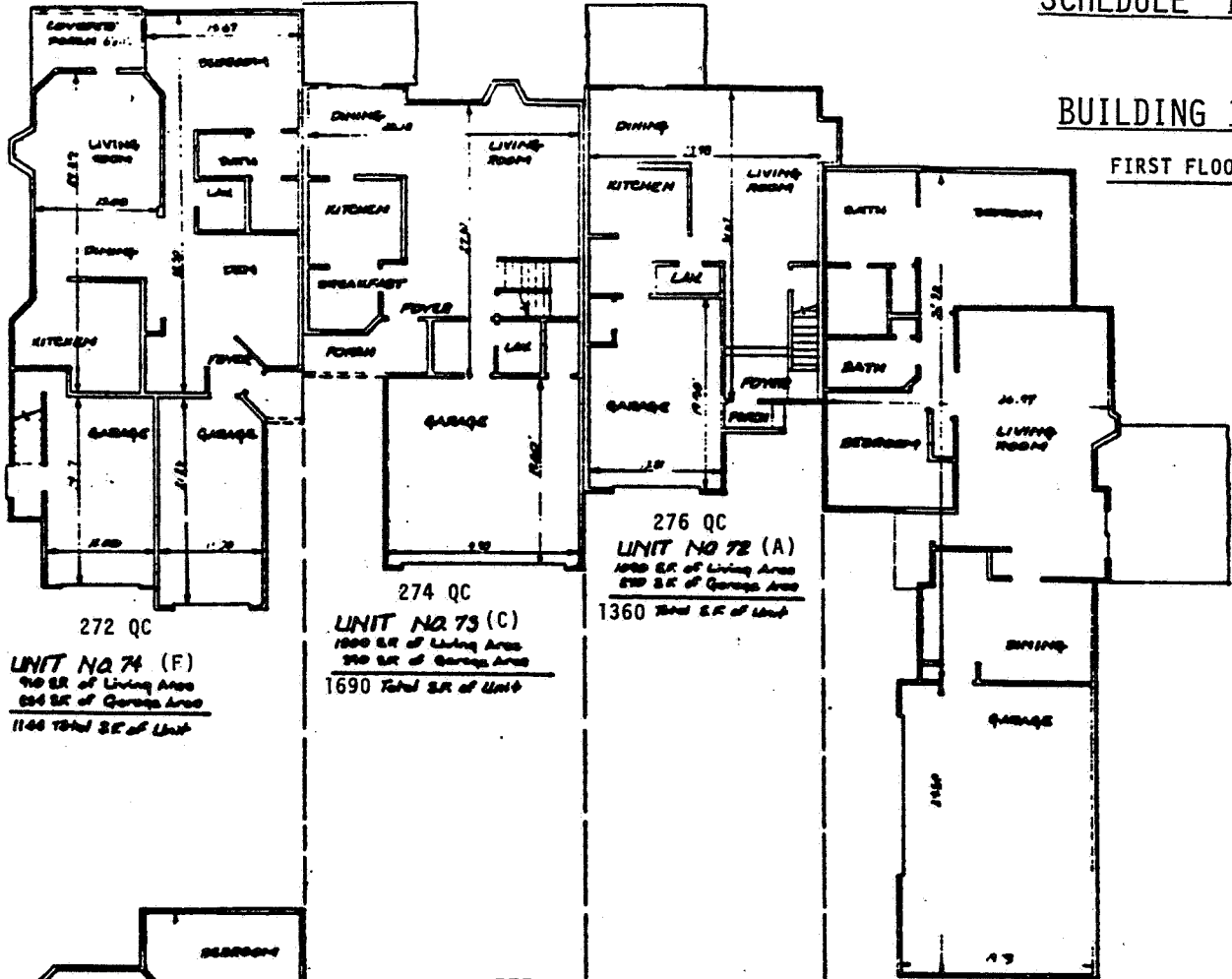
B-15

DEED 89-0386 D03

000192

AMENDMENT 11
SCHEDULE "B"

BUILDING 16
FIRST FLOOR



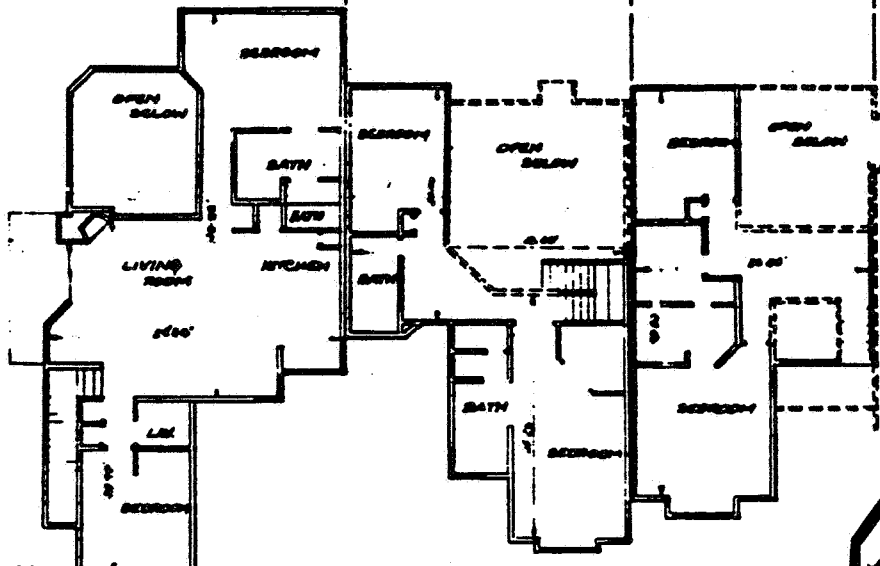
272 QC
UNIT NO. 74 (F)
910 SQ. FT. of Living Area
624 SQ. FT. of Garage Area
1534 Total SQ. FT. of Unit

274 QC
UNIT NO. 73 (C)
1500 SQ. FT. of Living Area
910 SQ. FT. of Garage Area
2410 Total SQ. FT. of Unit

276 QC
UNIT NO. 72 (A)
1400 SQ. FT. of Living Area
670 SQ. FT. of Garage Area
2070 Total SQ. FT. of Unit

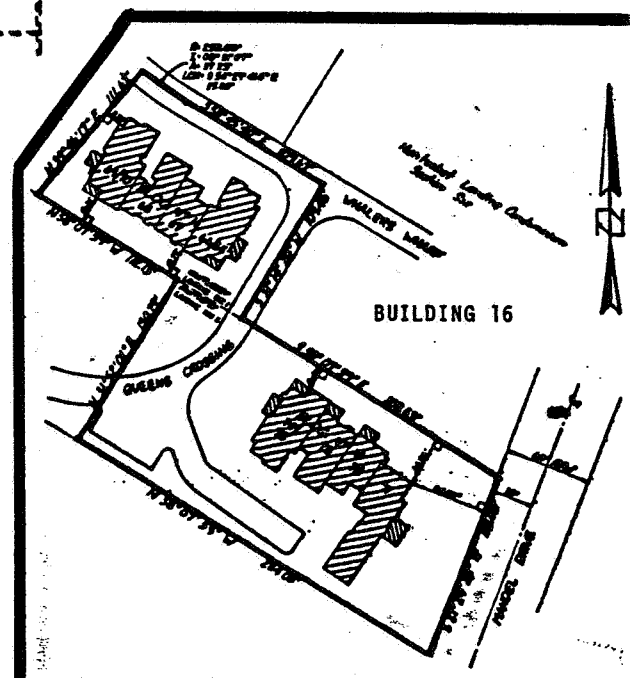
UNIT NO. 71 (B5) 278 QC
1180 SQ. FT. OF LIVING AREA
702 SQ. FT. OF GARAGE AREA
1882 TOTAL SQ. FT. OF UNIT

SECOND FLOOR



270 QC
UNIT NO. 75 (E)
1015 SQ. FT. OF LIVING AREA
210 SQ. FT. OF GARAGE AREA
1225 TOTAL SQ. FT. OF UNIT

UNIT	TYPE	ADDRESS	OWNER%	SQ. FT.
71	B5	278 QC	1.370	1802
72	A	276 QC	1.035	1360
73	C	274 QC	1.286	1690
74	F	272 QC	.871	1144
75	E	270 QC	.932	1225
			5.494	7221 TOTALS



000193

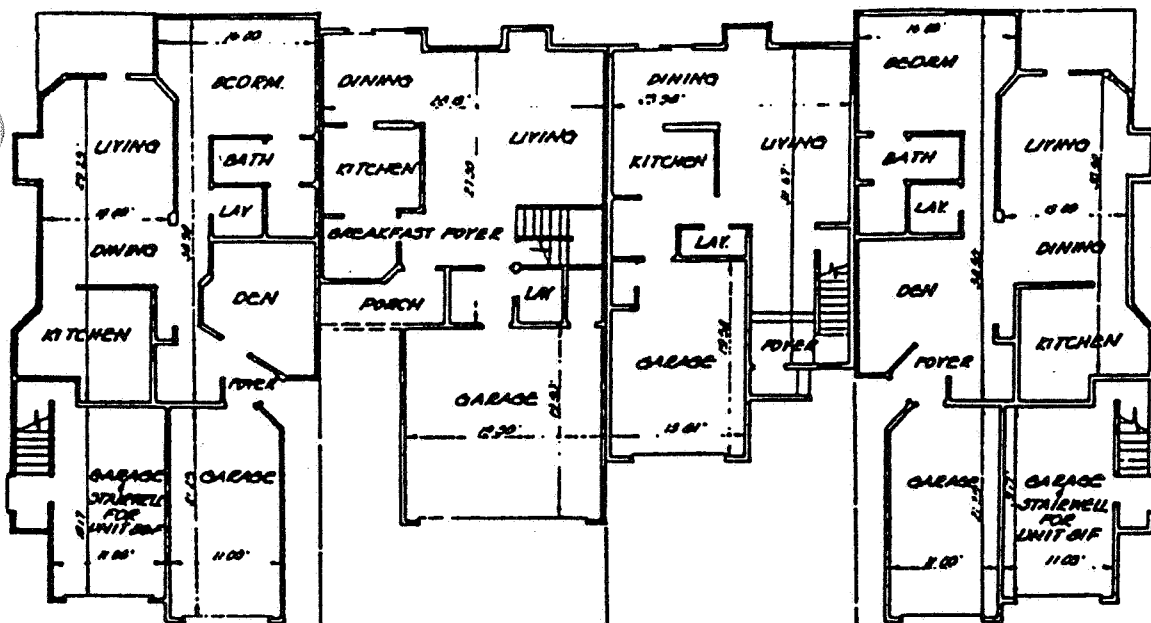
DEED 89-0386 D04

B-16

AMENDMENT 11
SCHEDULE "B"

BUILDING 18

FIRST FLOOR



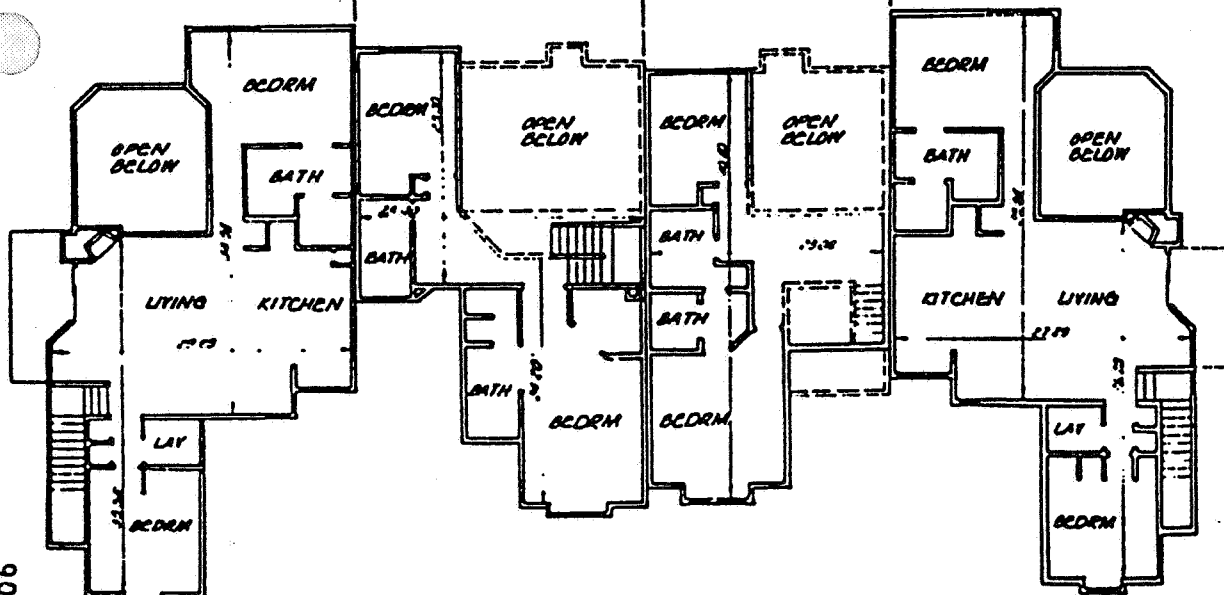
243 QC
UNIT 85 (F)
310 SF of Living Area
124 SF of Garage Area
1183 SF Total of Unit

245 QC
UNIT 84 (C)
1300 SF of Living Area
390 SF of Garage Area
1690 SF Total of Unit

247 QC
UNIT 83 (A)
1090 SF of Living Area
210 SF of Garage Area
1300 SF Total of Unit

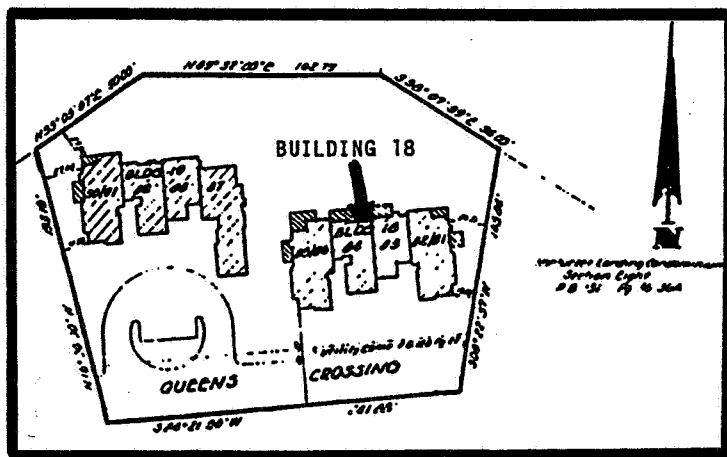
249 QC
UNIT 82 (F)
303 SF of Living Area
243 SF of Garage Area
1143 SF Total of Unit

SECOND FLOOR



241 QC
UNIT 86 (E)
1419 SF of Living Area
310 SF of Garage Area
1735 SF Total of Unit

251 QC
UNIT 81 (E)
1015 SQ FT OF LIVING AREA
210 SQ FT OF GARAGE AREA
1225 TOTALS SQ FT OF UNIT



UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
81	E	251 QC	.932	1225
82	F	249 QC	.871	1144
83	A	247 QC	1.035	1360
84	C	245 QC	1.286	1690
85	F	243 QC	.871	1144
86	E	241 QC	.932	1225

5.927 7788 TOTALS

B-18

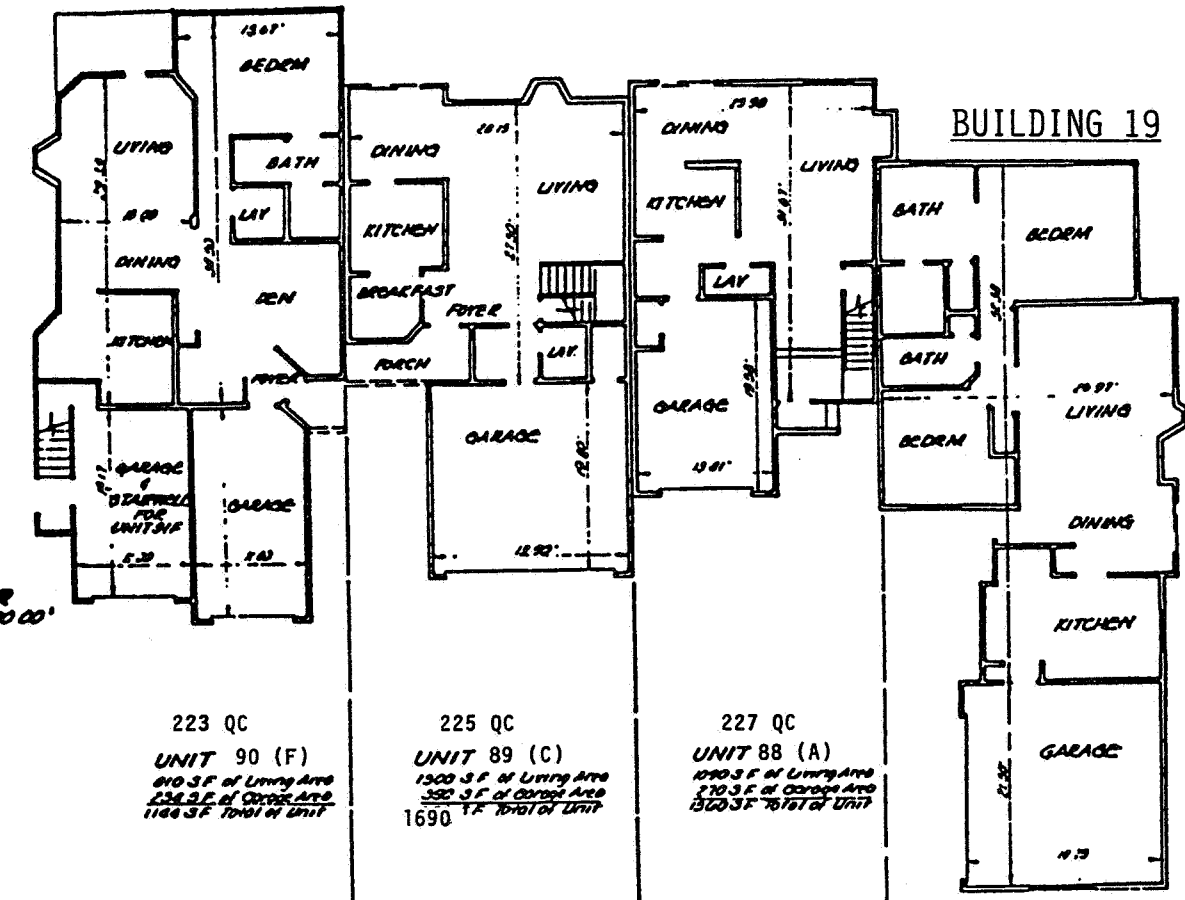
000195

DEC 89-0386 D06

AMENDMENT 11
SCHEDULE "B"

BUILDING 19

FIRST FLOOR
ELEVATION - 100.00'



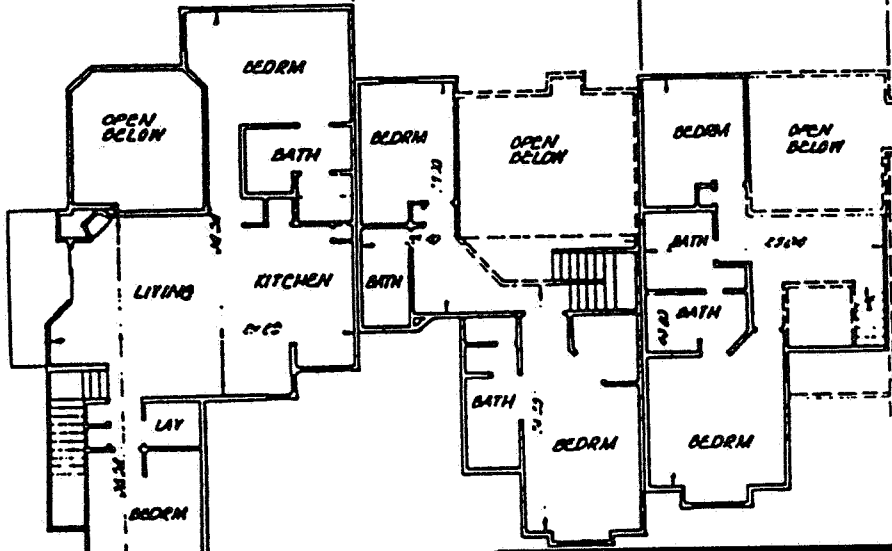
223 QC
UNIT 90 (F)
810 S.F. of Living Area
224 S.F. of Garage Area
1144 S.F. Total of Unit

225 QC
UNIT 89 (C)
1500 S.F. of Living Area
350 S.F. of Garage Area
1690 S.F. Total of Unit

227 QC
UNIT 88 (A)
1090 S.F. of Living Area
270 S.F. of Garage Area
1360 S.F. Total of Unit

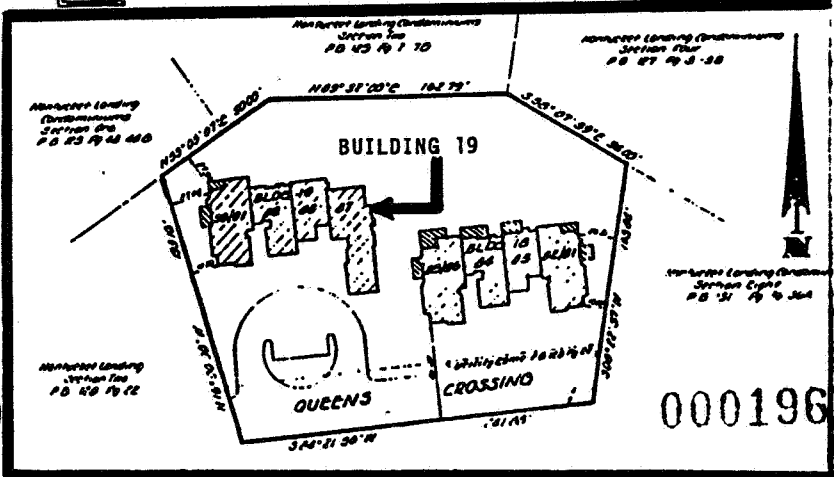
229 QC
UNIT 87 (B4)
1180 SQ FT OF LIVING AREA
457 SQ FT OF GARAGE AREA
1637 TOTAL SQ FT OF UNIT

SECOND FLOOR
ELEVATION - 8.60'



221 QC
UNIT 91 (E)
1015 S.F. of Living Area
218 S.F. of Garage Area
1225 S.F. Total of Unit

UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
87	B4	229 QC	1.247	1637
88	A	227 QC	1.035	1360
89	C	225 QC	1.286	1690
	F	223 QC	.871	1144
	E	221 QC	.932	1225
			5.371	7056
				TOTALS



DEED 89-0386 D07

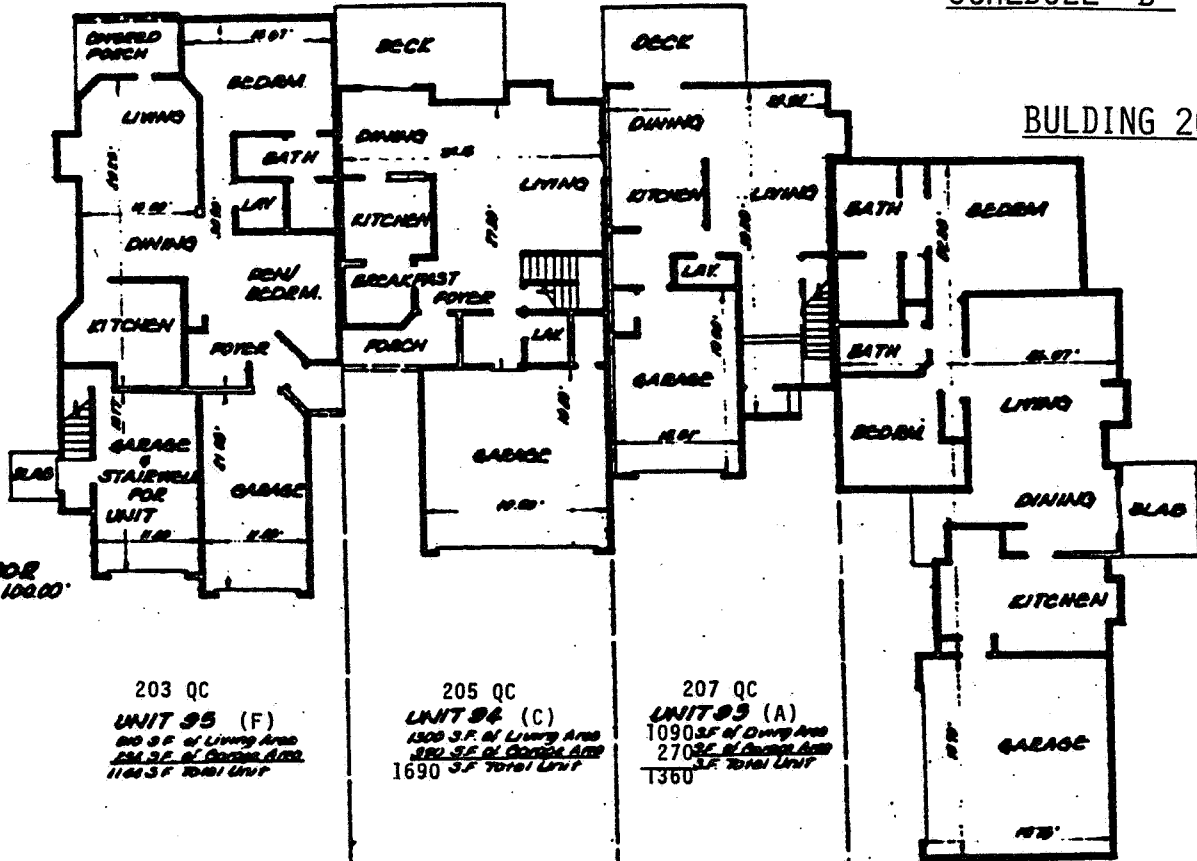
B-19

000196

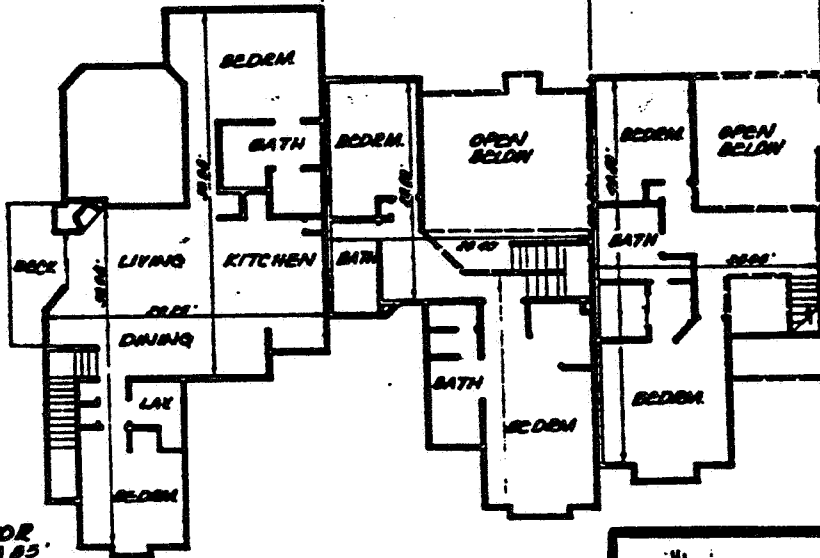
AMENDMENT 11
SCHEDULE "B"

BUILDING 20

FIRST FLOOR
ELEVATION - 100.00'

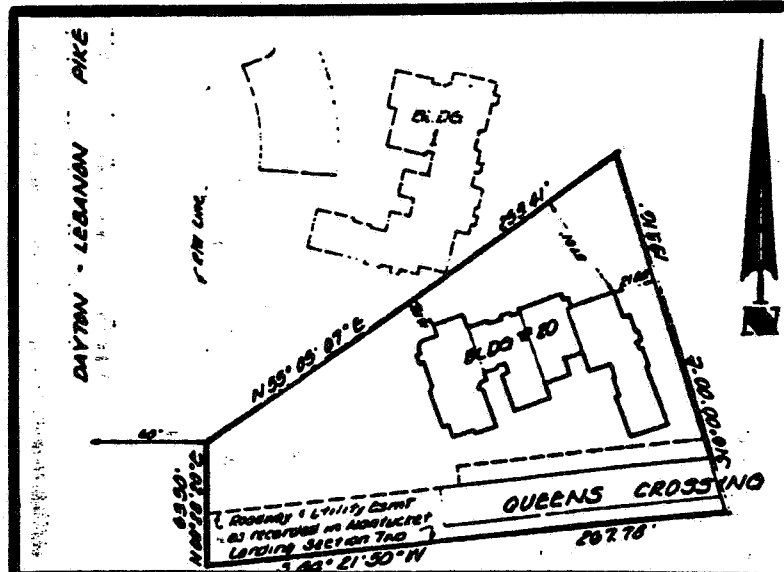


SECOND FLOOR
ELEVATION - 100.85'



201 QC
UNIT 96 (E)
1018 S.F. of Living Area
210 S.F. of Garage Area
1225 S.F. Total Unit

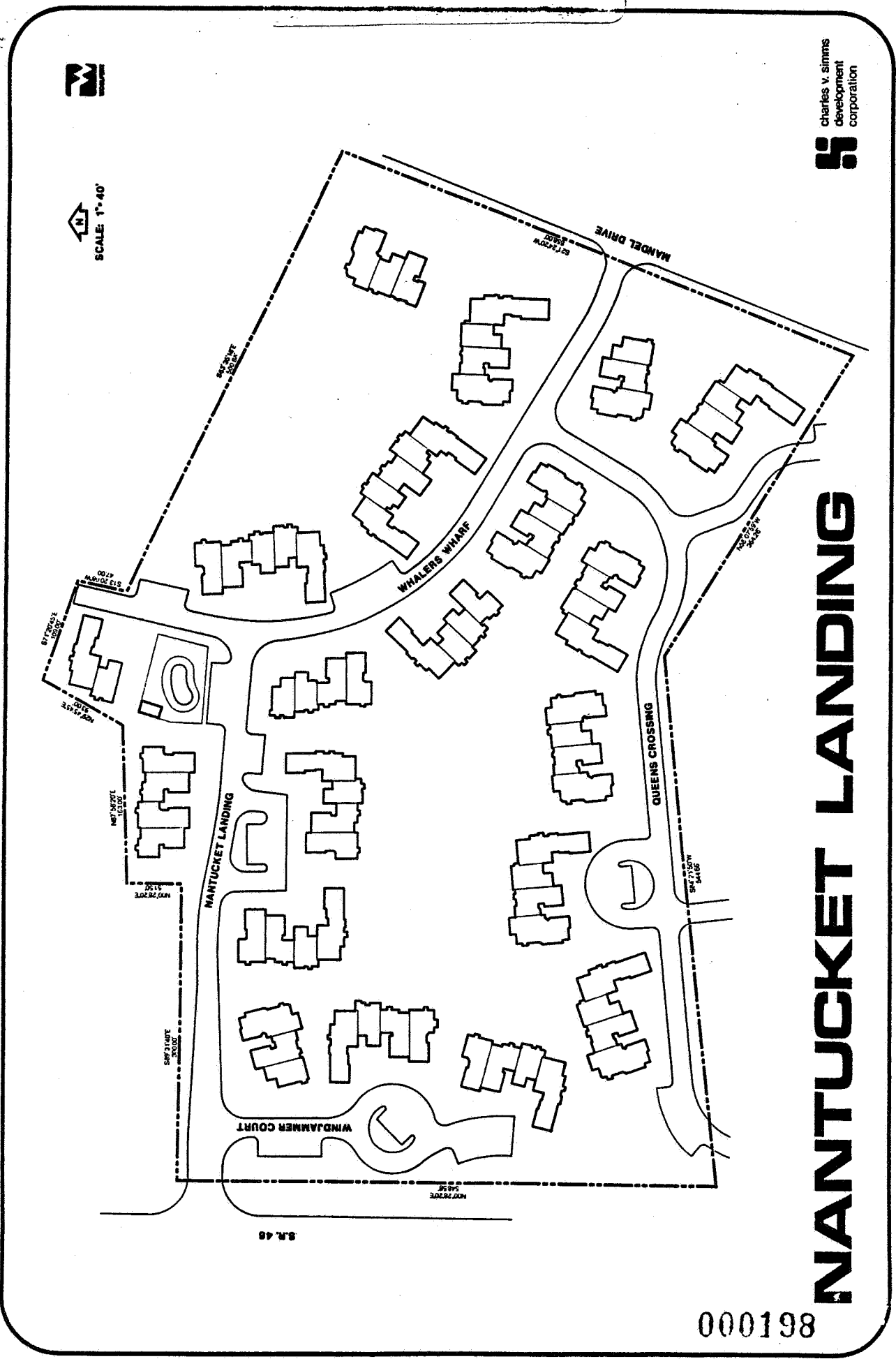
UNIT	TYPE	ADDRESS	OWNER%	SQ.FT.
92	B4	209 QC	1.247	1637
93	A	207 QC	1.035	1360
94	C	205 QC	1.286	1690
95	F	203 QC	.871	1144
96	E	201 QC	.932	1225
			5.371	7056
				TOTALS



DEED 89-0386 D08

000197
B-20

NANTUCKET LANDING



CS
 Charles V. Simms
 Development
 Corporation



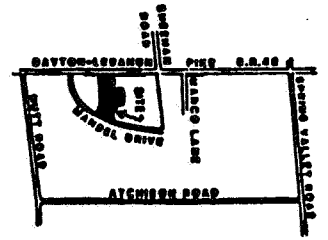
SCALE: 1" = 40'

DEED 89-0386 D09

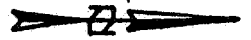
S.R. 48

DAYTON - LEBANON PIKE S.R. 48

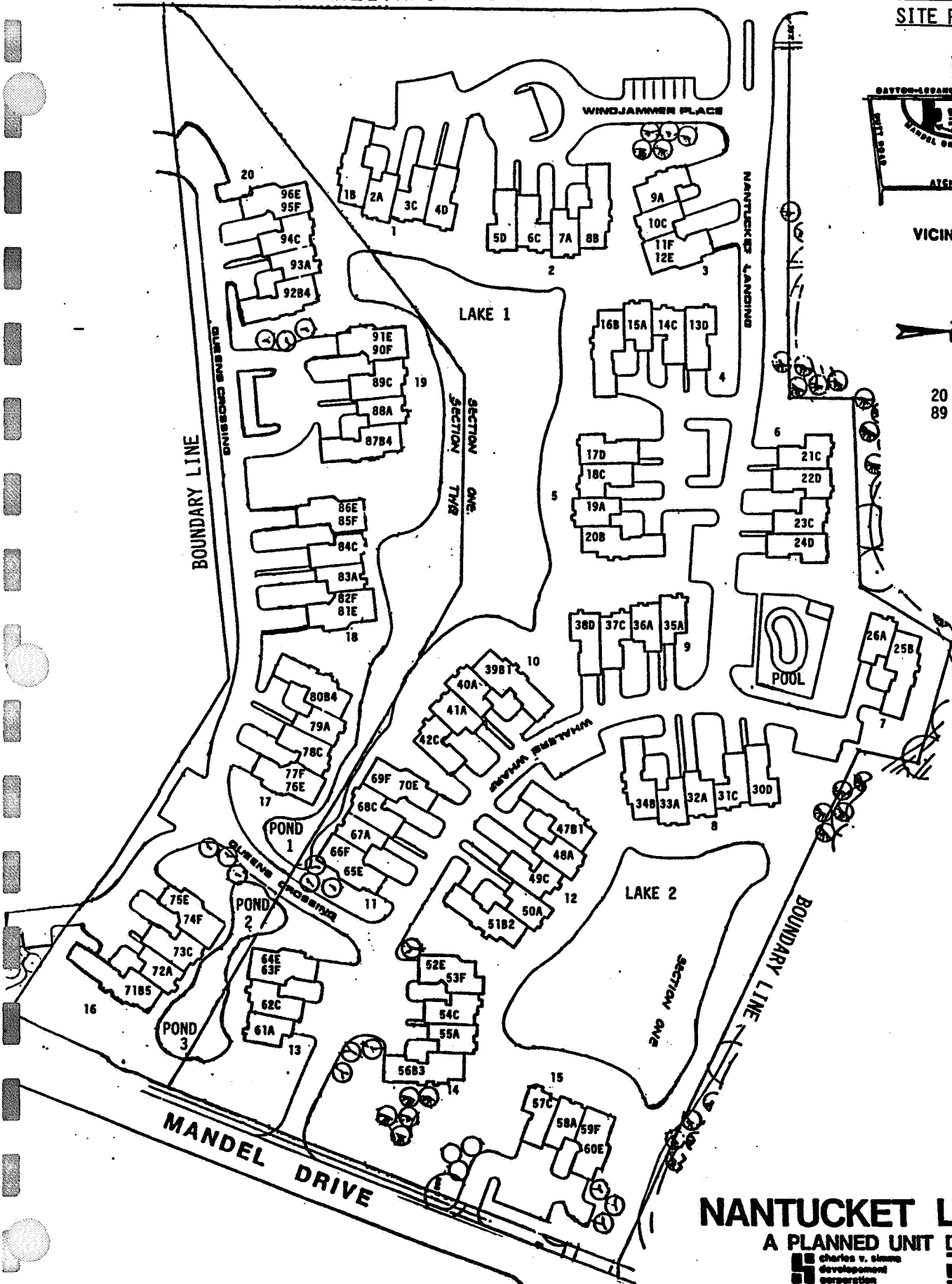
AMENDMENT 11
SCHEDULE "D"
NANTUCKET LANDING
SITE PLAN (FINAL)



VICINITY MAP



20 BUILDINGS
89 UNITS



NANTUCKET LANDING
A PLANNED UNIT DEVELOPMENT
Charles V. Simon
Development
Corporation

000199

DEED 89-0386 D10