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DECLARATION

OVERLOOK CONDOMINIUMS AT HEATHERWOODE

PHASE I

This will certify that copies of the Declaration of Overlook Condominiums at Heatherwoode, Phase I, together with the attached Drawings, By-Laws and other Exhibits have been filed in the office of the County Auditor, Warren County, Ohio this 23 day of March, 1995.

WARREN COUNTY AUDITOR

By: Neil Nelson

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EXHIBITS

- A - Legal Description - Initial Development
- B - Plat and Drawings
- C - Condominium Data Sheet
- D - Articles of Incorporation
- E - Legal Description - Possible Future Development
- F - By-Laws
- G - Consent of Mortgagee

DECLARATION

OVERLOOK CONDOMINIUMS AT HEATHERWOODE

INTRODUCTION

WHEREAS, Springboro Land Company Limited Partnership, an Ohio limited partnership, hereinafter referred to as "Declarant" is the owner in fee simple of real estate situated in the County of Warren, State of Ohio, and more particularly described in Exhibit "A" attached hereto, and by this reference made a part hereof; and

WHEREAS, it is the desire of Declarant to submit the real estate described in Exhibit "A", together with the improvements constructed thereon shown on Exhibit "B" attached hereto, to the provisions of Ohio Revised Code (O.R.C.) Chapter 5311, for condominium ownership;

NOW, THEREFORE, Declarant hereby makes the following declarations as to the uses, covenants, restrictions and conditions to which the real estate described in Exhibits "A" and "B" and all the improvements thereon, may be utilized, and these declarations shall be construed as covenants running with the land and shall be binding upon said Declarant, its successors and assigns, and all subsequent owners of any or all of the real property and improvements constructed thereon, all in accordance with the provisions of this Declaration, and in further accordance with O.R.C. Chapter 5311.

ARTICLE I

DEFINITIONS

Section 1.01: "Articles" and "Articles of Incorporation" shall mean the Articles filed with the Secretary of State of Ohio incorporating Overlook at Heatherwoode Condominium Association, as a corporation not for profit under the provisions of O.R.C. Chapter 1702, as the same may be lawfully amended from time to time. A true copy of the Articles is attached hereto as Exhibit "D".

Section 1.02: "Association" shall mean Overlook at Heatherwoode Condominium Association, an Ohio corporation not for profit, its successors and assigns.

Section 1.03: "Board" and "Board of Trustees" shall mean those persons who, as a group, serve as the Board of Trustees of the Association and are also one and the same as the Board of Managers of the Condominium, established for the Condominium pursuant to the provisions of the Condominium Law.

Section 1.04: "By-Laws" shall mean the By-Laws of the Association, as amended from time to time, created pursuant to the provisions of the Condominium Law for the Condominium, which By-Laws are also the Code of Regulations of the Association pursuant

to O.R.C. Chapter 1702. A true copy of the By-Laws is attached hereto as Exhibit "F".

Section 1.05: "Common Areas" shall mean the Common Areas and facilities which comprise the Condominium Property which include the following:

- (a) The land described in this Declaration.
- (b) All other areas, facilities, places and structures that are not part of a Unit, including, but not limited to:
 - i. The foundations, columns, girders, beams, supports, supporting walls, roofs, wiring, pipe lines, halls, corridors, paved stoops, lobbys, common stairways, porches, antenna systems, fire escapes and common entrances and exits of all buildings;
 - ii. The yards, gardens, fences, parking areas, pipelines, carports and storage spaces;
 - iii. Installations of central services serving more than one Unit such as power, light, gas, hot and cold water, heating, refrigeration and air conditioning equipment.
 - iv. The tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installation existing for common use;
 - v. All portions of any structures and of any equipment and facilities situated on the Common Areas;
 - vi. Any items such as appliances, equipment, fixtures, or other forms of personal property situated on the Common Areas and which are owned in common by the Owners;
 - vii. All other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or which have been designated as Common Areas in the Declaration or Exhibits attached thereto.

(c) To the extent that the various items listed above may be part of some particular Unit(s), they are excluded from being Common Areas.

Section 1.06: "Common Expenses" shall mean those expenses designated as Common Expenses in O.R.C. Chapter 5311, including, without limitation, the following:

(a) All sums assessed against the Unit Owners by the Declarant, and/or the Association, as the case may be, for the

administration, maintenance, repair, operation and replacement of the Common Areas.

(b) Any other expenses determined from time to time to be Common Expenses by the Declarant and/or the Association, as the case may be.

(c) Any other expenses defined or referred to as such in this Declaration.

In accordance with the provisions of O.R.C. Section 5311.21, Common Expenses shall be charged to the Unit Owners according to the percentage of interest in the Common Areas as hereinafter set forth in this Declaration.

Section 1.07: "Condominium Instruments" shall mean this Declaration, the By-Laws, the Plat and Drawings, and, as provided in the Condominium Law, "all other documents, contracts, or instruments establishing ownership of or exerting control over a Condominium Property or Unit".

Section 1.08: "Condominium Law" shall mean the statutory law of the State of Ohio regulating the creation and operation of condominiums, which law is presently O.R.C. Chapter 5311.

Section 1.09: "Condominium Organizational Documents" shall mean the Articles, the By-Laws, the Plat and Drawings, and this Declaration, as the same may lawfully be amended from time to time.

Section 1.10: "Condominium Property" shall mean the property described in Exhibit "A", and together with all buildings and other improvements located thereon as shown in Exhibit "B" and all easements and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners. In the event that through the process of annexation, purchase or merger of other land and/or condominiums herein or hereto, other property of a similar type is brought within or into the jurisdiction of this condominium plan, such other property and all improvements thereon, and all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, shall also thereupon be included in this definition.

Section 1.11: "Declarant" shall mean Springboro Land Company Limited Partnership, an Ohio limited partnership, its successors and assigns.

Section 1.12: "Declaration" shall mean this instrument and all the exhibits, plats and other documents incorporated herein, or if amended as herein provided incorporating such amendments.

Section 1.13: "Developer" shall mean Springboro Land Company Limited Partnership, an Ohio limited partnership, its successors and assigns.

Section 1.14: "Limited Common Areas" shall mean those Common Areas designated as Limited Common Areas in this Declaration and/or on the plat and drawings, and serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the Owners of such Units, and is that portion of the Condominium Property constituting "Limited Common Areas and facilities" of the Condominium under the Condominium Law. Limited Common Areas shall include, without limitation, porches, decks, patios, storage closets, air conditioning pads and garages.

Section 1.15: "Plat and Drawings" shall mean the drawings for the Condominium, as defined in the Condominium Law, filed simultaneously with the submission of this Declaration for recording, as the same may be amended from time to time.

Section 1.16: "Trustee" and "Trustees" shall mean that person or those persons serving, at the time pertinent, as a Trustee or Trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the Board of Trustees of the Association.

Section 1.17: "Unit" shall mean that part of the Condominium Property as is individually and separately owned, and which is more fully set forth in this Declaration and the drawings attached hereto and made a part hereof as Exhibit "B".

Section 1.18: "Unit Owner" or "Owner" shall mean the owner of a Unit who shall own, in addition to a Unit, an undivided interest in the Common Areas as is set forth on Exhibit "C".

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY

Section 2.01: Ownership. Declarant is the owner of the real property described in Exhibits "A" and "B" which, together with the buildings and other improvements thereon, is hereby submitted to the provisions of O.R.C. Chapter 5311.

Section 2.02: Establishment. Overlook Condominiums at Heatherwoode will be established by filing with the Recorder of Warren County, Ohio, this Declaration, Exhibits "A" (legal description), "B" (Plat and Drawings), "C" (Condominium Data Sheet), "D" (Articles of Incorporation), "E" (legal description for additional property), "F" (By-Laws of the Association), and "G" (Consent of Mortgagee).

Section 2.03: Name. The Condominium Property will be known as Overlook Condominiums at Heatherwoode.

Section 2.04: Purpose of the Condominium Property. The purpose of submitting this property to the provisions of O.R.C. Chapter 5311 is to divide the same into Condominium Units which may be conveyed to and owned by separate Owners, and to provide said Unit Owners with an undivided Unit ownership in the Common Areas, and for the additional purpose of imposing certain covenants, conditions and restrictions upon said real estate, buildings and improvements.

Section 2.05: Condominium Property. Unless or until expanded by annexing additional land and Units as provided in Article XV hereof, the Condominium Property shall consist of seven (7) individual residential Units in one (1) separate residential building which shall be used solely for residential purposes.

The Unit's designation, description, address, Par Value and percentage of interest in the Common Areas is shown on Exhibit "C".

The Units are all capable of individual utilization by reason of having their own exit to a Common Area of the Condominium, and the Units will be sold to one or more Owners, each Owner obtaining a particular and exclusive property right thereto, and also an undivided interest in the Common Areas of the Condominium, as is necessary for their adequate use and enjoyment, all of which is in accordance with O.R.C. Chapter 5311.

Section 2.06: Description of Units. Each Plat and Drawing shall describe each Unit located thereon by exhibit, the type of construction, approximate area and other data necessary for the proper identification of each Unit, which identification shall graphically be shown by example.

Each Unit shall have a designated street address number. The individual Units shall be designated as shown on Exhibit "C". Each Unit has a direct exit to a Common Area leading to a public street as shown on Exhibit "B".

All Units consist of a two (2) or three (3) bedroom structure without a basement. Units shall be located on the first, or second floor of a building. Future phases of the development, if constructed, shall include buildings containing two (2) to eleven (11). Each Unit consists of that part of the building which lies within the boundaries of the Unit, exclusive of interior load-bearing walls and pillars, and any pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve more than one Unit. The vertical boundaries of each Unit are as set forth in Exhibit "B" (the Plat and Drawings). Where bounded by a wall separating the Unit from a Common Area or another Unit, such boundary shall be the unfinished interior surfaces of the

Unit's perimeter walls. Windows and doors in the perimeter walls of a Unit are part of a Unit. Horizontal boundaries of each Unit shall be the unfinished surface of the top of the floor and the unfinished surface of the bottom on the ceiling line as shown on Exhibit "B".

The Condominium, if additional Units are annexed pursuant to Article XV, shall consist of up to six (6) different types of Units. The Unit designations and a description of the various Units are as follows:

<u>UNIT TYPE</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE SQ. FT. OF UNIT (EXCLUDING BSMT & GARAGE)</u>	<u>PAR VALUE OF UNIT</u>
Augusta	Two story unit with living room, dining room, kitchen, bedroom, a full bath, half bath and laundry room on the first floor, and a bedroom, a loft and full bath on the second floor. The unit includes a two car attached garage which shall be a limited common area.	1630	1150
Broadmoor	Two story townhome style unit with a living room, dining room, kitchen, and half bath on first floor, and two bedrooms and two full baths and laundry room on second floor. The unit includes a one car attached garage which shall be a limited common area.	1420	1000
Greenbriar	One story ranch style unit with living, room, dining room, kitchen, two bedrooms and two full baths, study (optional bedroom) and laundry room. The unit includes a one car attached garage which shall be a limited common area.	1450	1000

Muirfield	One story ranch style unit with a living room, dining room, kitchen, two bedrooms, two full baths and laundry room. The unit includes a one car detached garage which shall be a limited common area.	1260	900
Oakmont	Two story townhome style unit with living room, dining room, kitchen, laundry and half-bath on the first floor and two bedrooms and one full bath on the second floor. The unit includes a one car detached garage which shall be a limited common area.	1260	900
Pinehurst	Two story townhome style unit with living room, dining room, kitchen and half bath on first floor and three bedrooms and two full baths and laundry room on the second floor. The unit includes a one car detached garage which shall be a limited common area.	1400	1000

The one (1) residential building in the first phase shall contain seven (7) Units. Principal materials of construction consist of a poured concrete foundation and exterior walls of glass, brick facing, wood, aluminum and/or vinyl siding and a roof of sealed down shingles.

Section 2.07: Ownership of Common Areas. The Common Areas comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners as tenants in common and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas shall be maintainable, except as specifically provided in O.R.C. Section 5311.14, nor may any Unit Owner otherwise waive or release any right in the Common Areas; provided, that, if any Unit is owned by two or more co-Owners, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit Ownership as between such co-Owners.

The percentage of interest in the Common Areas owned by each Unit Owner as determined by Declarant in accordance with the provisions of O.R.C. Chapter 5311, is set forth in Exhibit "C". Said percentage of interest as set forth thereon is determined by

the proportion that the par value of said Unit bears to the aggregate par value of all Units having an interest in the Common Areas. It is anticipated by the Declarant that additional property containing additional Units may be annexed to the Condominium Property as provided in Article XV. A description of the additional Units that may be added to the Condominium property is set forth in Section 2.06. The par value that shall be assigned to the additional Units, as well as the number of votes for such Units, is set forth on Exhibit "C". The par value is based on the respective value of the Units as determined by the Declarant. The par value does not necessarily reflect or relate in any way to the sale price or fair market value of any Unit, and no opinion, appraisal or market transaction at a different figure shall affect the par value of any Unit. The percentage of interest shall remain constant and shall not be changed except by an amendment pursuant to Article XV or XVIII.

Section 2.08: Limited Common Areas. The Condominium shall have Limited Common Areas for the benefit of certain Units as shown on the Plat and Drawings or as set forth in this Declaration. The Limited Common Areas shall include facilities and structures that are not part of a Unit, such as porches, decks, storage closets, patios, air conditioning pads and garages. Limited Common Areas are set forth in the Plat and Drawings which are attached hereto as Exhibit "B".

ARTICLE III

UNIT OWNERS ASSOCIATION

Declarant has caused to be formed an Ohio corporation, not for profit, to be called Overlook at Heatherwoode Condominium Association, which shall administer the Condominium Property, subject to the provisions of this Declaration and O.R.C. Chapter 5311.

Section 3.01: Membership. Each Unit Owner, upon acquisition of the ownership interest in a Unit within the Condominium Property, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his ownership interest, at which time the new Owner of such ownership interest shall automatically become a member of the Association.

Section 3.02: Voting Rights. Notwithstanding the provisions of O.R.C. Section 5311.22A, or that a Unit Owner's percentage of interest in the Common Areas are or may be different, one to another, each Unit Owner, including Declarant, shall be entitled to one vote for each such Unit owned in fee simple by that Unit Owner. If a Unit Owner owns more than one Unit, that Unit Owner shall have one vote for each such Unit owned by him. If a Unit is owned in fee simple by more than one Unit Owner, each Unit Owner may

exercise such proportion of the voting power of the Unit Owners of his Unit which is equivalent to his proportionate interest in the Unit.

Section 3.03: The Board of Trustees. The Board initially shall be those three (3) persons named as the initial Trustees pursuant to the provisions of the Articles of Incorporation, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which twenty-five percent (25%) of the undivided interest in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet and from and after that date there shall be five (5) Trustees. At such meeting, the Unit Owners, other than the Declarant, shall elect two (2) of the five (5) Trustees. The initial terms of such Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than two (2) Trustees shall expire. Thereafter, except as otherwise provided, all Trustees shall be elected for three (3) year terms.

The Declarant, its successors and assigns, shall have the right to elect or appoint a majority of the Board of Trustees of the Association for five (5) years after filing of the Declaration or until Declarant has completed the sale and conveyance of seventy-five percent (75%) of all Unit ownerships, whichever time shall first occur. Within thirty (30) days after the expiration of the earlier of such periods, the Association shall meet and all Unit Owners, including the Declarant, shall elect five (5) Trustees to replace all of those Trustees earlier elected or designated by the Unit Owners or Declarant, respectively, and elect new officers of the Association. The initial terms of such new Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than two (2) Trustees shall expire. Thereafter, all Trustees shall be elected for three (3) year terms. In the event that there shall be a vacancy in the office of any Trustee appointed by the Declarant, at any time, then the provisions of the By-Laws to the contrary notwithstanding, the successor or substitute Trustee shall be appointed or elected by the Declarant. During such time as the Declarant shall have, under the terms of this paragraph, the right to appoint or elect the majority of said Board, Declarant shall not vote its membership in the election of the balance of the Board, to wit: the minority thereof but said minority of the Board shall be elected by the members exclusive of the Declarant. The Declarant's presence shall however, be included for the purposes of determining a quorum at any meeting of the members at which the election of the Trustees takes place. The Declarant shall, at such annual meeting of members at which an election is to take place advise the chairman of the annual meeting of the persons whom it desires to have appointed or elected Trustees, not exceeding the majority of the whole Board of Trustees, and such persons shall be deemed elected as Trustees of the Association. The Trustees appointed or

elected by the Declarant hereunder need not be members of the Condominium Association, provisions of the By-Laws of the Condominium Association to the contrary notwithstanding, and need not be officers or directors of the Declarant but may be any adult person, competent to contract under the laws of the State of Ohio. The Trustees elected by the members of the Association shall be Unit Owners or representatives of the Declarant.

For the purposes of determining the total number of Units to be conveyed by the Declarant in order to constitute the sale and conveyance of twenty-five percent (25%) or seventy-five percent (75%) of all Unit ownerships, said percentage shall be computed on the entire number of Units anticipated to be added to the Condominium Property pursuant to Article XV, as provided in O.R.C. Section 5311.08(C). The Declarant anticipates that the total number of Units to be submitted to Condominium ownership upon annexation of the property described in Exhibit "E", will be fifty-eight (58) Units, and that the Declarant now retains the right to elect or appoint a majority of the Board until forty-four (44) Units have been sold and conveyed, or until the expiration of five (5) years aforesaid.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect Trustees otherwise to have been selected by Declarant.

Section 3.04: Authority. The Board shall have all authority to manage, maintain, repair, replace, alter, and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents or the Condominium Law, that are not specifically reserved to the Unit Owners.

Section 3.05: Administration of Condominium Property. The Administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner and occupant shall comply with the provisions of this Declaration, the By-Laws, rules, decisions and resolutions of the Association or its representatives, as lawfully amended from time to time. Failure to comply with such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

Section 3.06: Service of Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association, shall be Nicholas C. Bauer, 1250 Springfield Pike, Cincinnati, Ohio 45215. Thereafter, the President of the Association, or such other person designated by the Board, shall be the person designated to receive service of process for the Association and such designation shall be further

evidenced by the filing with the Secretary of State of the appropriate form for the appointment of an agent of an Ohio corporation not for profit.

Section 3.07: Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alterations and improvements of the Common Areas and the exterior of all Units. The Association may delegate all of its authority to discharge such responsibility to a managing agent. Such delegation shall be evidenced by one or more management contracts no one of which shall exceed three (3) years in duration and which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense. Such contract or contracts shall be renewed upon such terms as approved by the Association.

Section 3.08: Unit Owners Responsibility. Unless otherwise provided herein, the responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair, and replace at his own expense, all interior portions of his Unit, and all interior installations of such Unit, serving only that Unit, such as appliances, heating, plumbing, electrical and air-conditioning fixtures.

(b) To maintain, repair and replace all windows, weatherstripping, window frames, doors, locks, door frames and hardware, garage doors, garage door tracks, hardware and automatic openers, glass surfaces, water sillcock, vestibules and entryways of the Unit and of all associated structures and fixtures therein, which are appurtenances to the Unit. The foregoing includes, without limitation, responsibility for all breakage, damages, malfunctions and ordinary wear and tear of such appurtenances.

(c) To maintain, repair and replace exterior light fixtures attached to the Unit, including the replacement of light bulbs.

(d) To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the Condominium Property.

(e) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit unless the advance written consent of the Association is obtained.

(f) To promptly report to the Association or its managing agent any defect or need for repairs, the responsibility for remedying of which is with the Association.

(g) To maintain, repair and replace the air-conditioning compressor pad and related equipment and all other appliances or devices that service his respective Unit.

The Unit Owner's obligation to maintain, repair or replace the items set forth in this Section are applicable whether or not such items are part of such Unit Owner's Unit, the Common Areas or the Limited Common Areas for such Unit.

Section 3.09: Property Rights.

(a) Use of Common Areas. Each Unit Owner may use the Common Area or any property owned or leased by the Association for all purposes for which it is designed and intended and no Unit Owner may hinder or encroach upon the lawful rights of any other Unit Owner with regard to such use of the Association's property or of the Common Areas as required by O.R.C. Section 5311.04(E), with the exception of Limited Common Areas.

(b) Use of Limited Common Areas. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas designated for that particular Unit as set forth in this Declaration or in the Plat and Drawings which are attached hereto as Exhibit "B".

Section 3.10: Members Easements of Enjoyment. Every member shall have the right and easement of enjoyment in and to the Common Areas and to any easement appurtenant to the Common Areas and such easement shall be appurtenant to and shall pass with title to every Unit subject to the following provisions:

(a) The right of the Board to promulgate rules and regulations governing the use thereof.

(b) The right of the Association in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas.

(c) The right of the Association or the Declarant to grant easements over the Common Areas as hereafter provided in Articles VIII and IX.

(d) Any member may delegate, in accordance with the By-Laws of the Association his rights of enjoyment to the Common Areas to his tenants, or contract purchasers who occupy his respective Unit.

ARTICLE IV

INSURANCE

Section 4.01: Fire and Extended Coverage Insurance. Under the provisions of O.R.C. Section 5311.16, the Board shall have the authority to and shall obtain insurance for all buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas or common property of the Condominium, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with a deductible not greater than the lesser of \$10,000 or 1% of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures, appliances and equipment located within Units; interior walls, wall coverings, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by The Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/III, or better, or, if such company has a financial rating of Class II, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or such higher rating as may, from time to time, be required by The Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer

does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/III or better rating;

(d) shall provide that its coverage is primary, and be written in the name of the Association for the use and benefit of the individual Unit Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners.

(e) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer of first mortgages on Units, which must provide that the insurance carrier shall notify all eligible holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgage;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner or person under the control of the Association; and

(g) shall contain such other endorsements and meet such other requirements as are, from time to time, required by The Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

The cost of this insurance shall be a Common Expense, payable by the Association.

Section 4.02: Liability Insurance. The Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Areas, insuring the Association, the Trustees, and the Unit Owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) three million dollars (\$3,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or

other Unit Owners and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, legal liability arising out of lawsuits related to employment contracts of the Association, and additional coverages as are ordinarily obtained with respect to projects similar in construction, location and use. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association and to each eligible holder of a first mortgage lien upon any Unit.

The cost of this insurance shall be a Common Expense, payable by the Association.

Section 4.03: Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interest may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 4.04: Unit Owners' Insurance. Any Unit Owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or occupant

may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit Owners and occupants.

Section 4.05: Fidelity Coverage. The Board shall obtain and maintain fidelity coverage for the Association against dishonest or fraudulent acts on the part of the directors, managers, Trustees, employees, agents, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) 150% of the estimated annual operating expense of the Association, including reserves, (ii) the maximum funds that will be in the custody of the Association or its agent at any time; or (iii) the sum of three (3) months worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 4.06: Other Insurance. The Association shall provide, as a Common Expense, contractual liability insurance, Trustees' and Officers' liability insurance, worker's compensation insurance and such other insurance as the Board may determine.

ARTICLE V

RECONSTRUCTION, REBUILDING AND REPAIR

If any portion or all of the Common Areas, or of any Unit which is required to be covered by insurance obtained by the Declarant and/or the Association under the provisions of this Declaration, is damaged, it shall be repaired, rebuilt and restored by the Association within a reasonable time after such loss, time being of the essence.

Section 5.01: Rebuilding Costs in Excess of Insurance. If the proceeds of insurance are not sufficient to defray the cost of repair, rebuilding and restoration, assessments shall be made against all Unit Owners in an amount sufficient to pay the excess cost over the amount of the insurance proceeds; and any such assessment shall constitute a special assessment under the provisions of this Declaration.

Section 5.02: Election not to Reconstruct. In a case where the damage renders Units untenable, the Unit Owners, may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, together with the consent of holders of eligible first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by holders of first mortgages appertain, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an auction for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction shall be considered as one fund and shall be distributed to all the Unit Owners in proportion to their respective percentages of interest in the Common Areas. 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 VI

CONDEMNATION

Section 6.01: Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may,

at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 6.02: Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Plat and Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of the Association, and the holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a Common Expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Areas. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for Common Expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be

reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 6.03: Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS AND RULES

Section 7.01: Remedies. If any Unit Owner either by his own conduct or by the conduct of any occupant of his Unit shall violate any rules or regulations or breach any covenants or provisions contained in this Declaration or in the By-Laws, the Association shall have the rights, provided by law, in addition to the rights hereinafter set forth in this Article:

(a) To enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach, or

(b) If any Unit Owner, either by his own conduct or by the conduct of any occupant, shall violate any covenants or provisions contained in this Declaration or in the By-Laws or in the rules, and any such violation shall continue for ten (10) days after notice in writing from the Association or the Association's agent or shall occur repeatedly during any ten (10) day period after written notice of request to cure such violation by the Association, the Association shall have the right, upon the giving of at least ten (10) days prior written notice, to enter any Unit in which or as to which such violation or breach exists and to summarily abate and to remove, at the expense of the Unit Owner of such Unit any structure, thing or condition that may exist thereon contrary to the intent and the meaning of the rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass.

Additionally, in the event the Association expends funds for attorney fees or litigation expenses in connection with enforcing this Declaration, the By-Laws or any rules or regulations against any Unit Owner, or a tenant, social guest or invitee of an Owner, the amount of such fees and expenses shall be deemed a Special

Individual Unit Assessment against the Unit of such Owner as provided in Section 11.03.

ARTICLE VIII

GRANTS AND RESERVATION OF EASEMENTS

Section 8.01: Subservient Easements. Declarant hereby reserves and the Condominium Property is hereby made subject to easements for roadway purposes for ingress and egress over and upon the Condominium Property. Additionally, Declarant hereby reserves the right, to grant, on behalf of the Association and/or Unit Owners and without the consent of the Association, or any Unit Owners, easements, across, through or under the Common Areas. Such easements shall be limited to utility easements, (including cable television), greenbelt easements, sign easements or roadway easements. Declarant's rights under this paragraph shall terminate at the time the Developer sells all of the Units in the Condominium Property.

The Association, without the consent of any Unit Owner, shall have the right at any time to grant easements as set forth in this paragraph.

Section 8.02: Terms of Easements. Said easements shall be perpetual, shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, the Association, each Unit Owner, each mortgagee and any other person having an interest in the Condominium Property, or any part thereof and the respective heirs, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons.

ARTICLE IX

EASEMENTS, CONDITIONS AND RESTRICTIONS

Section 9.01: Easements. The Condominium Property is hereby made subject to the following easements, each of which shall be perpetual, shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee and any other person having an interest in the Condominium Property, or any part thereof and the respective heirs, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

(a) Easement of Encroachment. The buildings, all utility lines, and all other improvements as originally constructed shall have an easement to encroach upon any Unit and upon any deviations in construction from the Condominium plans contained in this Declaration, as a result of the location of a building or improvement movement or alteration, or additions from time to time,

providing that such alterations or additions have complied with the requirements of this Declaration.

If by reason of the construction, repair, restoration, partial or total destruction and rebuilding of any of the buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas, or any part of the Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utilities systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established. Notwithstanding the above, in no event shall an easement for any encroachment be created in favor of any Unit Owner if such encroachment occurred due to the willful conduct of said Unit Owner.

(b) Maintenance Easements. Easements in favor of the Declarant, the Developer and/or the Association over the Units and Common Areas for access as may be necessary for the purpose of maintaining the Common Areas and easements in favor of each Unit Owner over the Common Areas for access to his Unit. Easements in favor of each Unit Owner to and throughout the Common Areas as may be necessary for the use of water, gas, sewer, power, cable television and other utilities now or hereafter existing.

(c) Utility Easements. Easements in favor of the Declarant, the Developer, utility companies and/or the Association through the Units and the Common Areas for the purpose of installing, laying, maintaining, repairing and replacing pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units. Easements in favor of Declarant reserved over Exhibit "A" for the benefit of the land described in Exhibit "E" to install, use, maintain, repair and replace pipes, wires, conduits or other utility lines for the purpose of providing water, storm and sanitary sewer, gas, electric, telephone and television services.

(d) Future Easements. Declarant hereby reserves to itself, or it may grant to the Association or to others on behalf of the Condominium Property, for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains, pipes, sewer lines, gas mains, telephone wires and equipment and television electrical conduits and wire over, under and along any portion of the Common Areas provided that it shall be a condition precedent to the use and enjoyment of any such easement that the Owner or Owners of land benefitted thereby (other than the Association) shall, at their expense, restore the Common Areas to the same condition as existed just prior to the installation of any such utility improvements.

(e) Easements of Record. The Condominium Property shall be subject to all utility, roadway and drainage easements of record.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage of reference to such easements.

ARTICLE X

COMMON EXPENSES AND ASSESSMENTS

Section 10.01: Division of Common Profits and Expenses. In accordance with O.R.C. Section 5311.21, the common profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentage of interest in the Common Areas of their respective Units. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use of enjoyment of any of the Common Areas or by the abandonment of his Unit. Notwithstanding the above, the Association may bill Unit Owners for such Unit Owners' share of separately metered utilities.

Section 10.02: Liability for Assessments Upon Voluntary Conveyance. The grantee shall assume, and agree to pay all unpaid assessments and charges levied by the Association against grantor, and his Unit's share of Common Expenses up to the time of the conveyance, without prejudice to grantee's right to recover from grantor the amounts paid by grantee therefor.

However, any such grantee shall be entitled to a statement from the Association setting forth the amount of all unpaid assessments and charges against grantor due the Association, which statement shall be binding upon the Association as to the total liability due from said grantor and his Unit, as of the date of said statement.

ARTICLE XI

ASSESSMENTS

Section 11.01: General. Annual assessments for the maintenance and repair of the Common Areas and for the insurance, real estate taxes and assessments of the Common Areas together with

the payment of the Common Expenses, and reserve for contingencies and replacement, shall be made in the manner provided herein and in the By-Laws. As provided in Section 11.12, a working capital fund shall be established for the initial months of the project operations equal to at least two (2) months estimated Common Area assessment for each initial Unit. The annual assessments may be made payable on a monthly basis.

Section 11.02: Special Assessment - Capital Improvements. In addition to the monthly assessments authorized in Section 11.01, the Association may levy in any assessment year special assessments applicable to that year only for the following purposes:

(a) defraying part or all of the Common Expenses as to the cost of reconstruction, repair, or replacement of capital improvements on the Common Area or on Association property, and the construction or purchase of new capital improvements, in each instance including personal property and fixtures;

(b) defraying costs of repair and restoration as referred to in Article V.

Such special assessments for capital improvements may be levied only upon the affirmative vote of a majority of the voting power of the Association at a meeting duly called for that purpose, except that these such expenses and expenses of the Association in connection with a loss under the insurance coverage and the disbursement of funds thereby shall be an assessment against all Unit Owners in case of damage to or destruction of the Common Areas, and such assessment shall not require a vote of the members of the Association. The Board shall determine the procedure for the payment of special assessments.

Section 11.03: Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner). Any such assessment shall become due and payable on such date as the Board determines and gives written notice to the Unit Owner subject thereto.

Section 11.04: Late Charges. The Association may impose a charge against any Unit Owner who fails to pay any amount assessed by the Association against him or his Unit within ten (10) days after the date of such assessment and who fails to exercise his rights under this Declaration or under the laws of the State of Ohio to contest such assessment in an amount of Two Dollars (\$2.00) per day for every day after the expiration of such ten (10) day period.

Section 11.05: Non-Use of Facilities. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

Section 11.06: Lien of Association. The Association shall have a lien upon the estate or interest of the Owner in any Unit and the appurtenant percentage of interest in the Common Areas for the payment of the portion of the Common Expenses chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The lien is effective on the date a Certificate of Lien is filed for record in the office of the Recorder of Warren County, Ohio, pursuant to authorization given by the Board of Trustees. The Certificate shall contain a description of the Unit, the name of the record Owner, and the amount of the unpaid portion of the Common Expenses and shall be subscribed by the President, an other chief officer of the Association, or the Association's duly authorized agent. The lien is 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 for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. All assessments and charges, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of the Unit when the same fell due.

Section 11.07: Priority of Association Lien. The lien provided for in Section 11.06 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 or other chief officer pursuant to authority given to him by the Board of Trustees. 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, or its agent, duly authorized by action of the Board of Trustees is entitled to become a purchaser at the foreclosure sale.

Section 11.08: Disputes as to Common Expenses. A Unit Owner who believes that the portion of the 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, pursuant to O.R.C. Section 5311.18 (C), commence an action for the discharge of the lien in the Court of Common Pleas of Warren County, Ohio. In the action, if it is finally determined the portion of the Common Expenses has been improperly charged to the Owner or his Unit, the court shall make such order as is just,

which may provide for a discharge of record of all or a portion of the lien.

Section 11.09: Purchaser at Foreclosure Sale Subject to Declaration, By-Laws, Rules and Regulations of the Association. Any purchaser of a Unit in a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration, the By-Laws and the Rules and Regulations.

Section 11.10: Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgagee of a first mortgage of record or other purchaser of a Unit as a result of judicial execution acquires title to the Unit pursuant to the remedies in the mortgage or as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the 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. Any such lien against such Unit shall be canceled and voided, and shall become unenforceable. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the Owners of all of the Units, including that of such acquirer, his successors and assigns.

Section 11.11: Date of Commencement of Assessments. The full monthly assessment provided for herein shall commence as of the first day of the first month following the date the Declaration is filed for record or at such other date as determined by the Association. This commencement date shall apply to monthly assessments, special assessments for capital improvements and to special individual Unit assessments. Except as provided in this Section, Declarant or the Developer shall assume the rights and obligations of a Unit Owner in its capacity as Owner of Condominium ownership interests not yet sold, including the obligation to pay Common Expenses attaching to such interests, from the date the Declaration is filed for record.

Section 11.12: Assessment at Closing. At the closing on the purchase of a Unit, the purchaser is required to pay a sum equal to two (2) full months of the initial condominium assessment due on his Unit as his initial contribution to the working capital of the Association. This amount will be used by the Association for its operating expenses. It is not an advanced payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, at the closing, each purchaser of a Unit is required to pay a prorata share of the condominium assessments due in the month of closing.

ARTICLE XII

EXEMPT PROPERTY

Section 12.01: Exempt Property. The following property, subject to this Declaration, shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority and granted to and used by a utility company.

(b) The Common Areas.

ARTICLE XIII

RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit and occupant.

Section 13.01: Purpose of Property. The Condominium Property shall be used for residential and garage purposes not inconsistent with the applicable zoning resolutions and such rules and regulations as may be from time to time adopted by the Association. A Unit Owner or occupant may use a portion of his Unit for any purpose consistent with this section provided that the activities thereon shall not unreasonably interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant. No one shall be permitted to own a garage Unit, unless such person shall also own a residential Unit. Additionally, no business shall be carried on by a Unit Owner in a garage Unit.

Section 13.02: Developer's Use. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Developer to maintain during the period of construction and sale of said Units, upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said Developer may be reasonably required, convenient or incidental to the construction and sale of Units, including, but without limitation, a business office, storage area, construction yards, signs, model Units and sales office.

Section 13.03: Obstruction of Common Areas and Driveways. There shall be no obstruction of, nor shall anything be stored in the Common Areas without the prior consent of the Developer and/or the Association, as the case may be. No Unit Owner shall obstruct, or permit the obstruction of, the driveway utilized by any other Unit Owner.

Section 13.04: Additional Structures. No additional and/or accessory structures of any nature whatsoever shall be erected upon

the Common Areas in addition to the buildings and other improvements on said premises on the date this Declaration is recorded, other than reasonably similar replacements thereof, or other improvements, approved in advance by the Board of the Association.

Section 13.05: Parking. No parking spaces other than those specifically designated for parking in this Declaration, shall be used for parking of any vehicles. No junk vehicles, commercial vehicles, motor homes, recreational vehicles, trailers, boats, trucks of more than one ton or trailers shall be kept or used upon the Common Areas nor (except for bonafide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees, provide and maintain a suitable area designated for the parking of such vehicles or the like and assign parking spaces for the various Units. Notwithstanding the provisions hereof, the Developer and its subcontractors may, for the purpose of business use in connection with the development of the Condominium Property or the construction of Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development and construction.

Section 13.06: Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on the Common Areas or contents thereof without the prior written consent of the Developer and/or the Association, as the case may be. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Common Areas, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.

Section 13.07: Exterior Surfaces of Building. Unit Owners shall not cause or permit anything to be hung or placed on the inside or outside of the windows, including reflective-type materials, or placed on the exterior walls of the buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part of the buildings, or the Common Areas, without prior consent of the Developer and/or the Association, as the case may be.

Section 13.08: Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas except that dogs, cats or other household pets may be kept in Units, provided that they shall not be permitted to run loose and provided they are not raised, bred or kept for any commercial purpose. Dogs, cats or other household pets must kept within the confines of the Owner's Unit, except when being held on a hand leash by the person attending the animal. A Unit Owner shall be responsible for cleaning up after

his household pet. Notwithstanding the above, the Association shall have the right to promulgate rules and regulations pertaining to the size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets. Additionally, the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

Section 13.09: Trash and Storage. All trash, rubbish, garbage and other materials being thrown away or disposed of by Unit Owners, their guests or tenants must be placed in dumpsters which shall be supplied by or through the Association. The Association shall have control over all aspects of the method and manner by which trash, rubbish, garbage and other materials are to be removed from the premises and shall have control of the selection of the organization, agent or independent contractor to be responsible for the collection and removal. The outdoor placement or storage, other than by the Association itself, on any portion of the Common Areas shall be prohibited.

Section 13.10: Nuisances. No noxious or offensive activity shall be carried on in any Unit or the Common Areas nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to any of the Unit Owners or occupants.

Section 13.11: Impairment of Structural Integrity of Buildings. Nothing shall be done in any Unit or in, on or to the Common Areas which would impair the structural integrity or would structurally change any of the buildings.

Section 13.12: Use of Common Areas; Solicitation. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas not within the bounds of a Unit, except in accordance with the rules and regulations established by the Developer and/or the Association as the case may be. The drying of clothes in public view is prohibited.

No person shall engage in the distributing of any materials on any portion of the Common Areas without the prior written consent of the Association. Additionally, no person shall engage in any demonstration on any portion of the Common Areas, including but not limited to, picketing of any Unit or any facilities which comprise the Condominium Property, marching on the Common Areas, carrying signs or gathering for the purpose of demonstrating, without the prior written consent of the Association.

Section 13.13: Alteration of Common Areas. Nothing shall be altered, constructed, removed from or added to the Common Areas

except as provided for herein, without the prior written consent of the Developer and/or the Association, as the case may be.

Section 13.14: Fencing. No fencing (including invisible dog-type fencing) or wall shall be permitted on the Common Areas with the exception of those installed by Developer without the prior written consent of the Association.

Section 13.15: Utility Services. Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered, the cost thereof shall be a Common Expense and paid by the Association. Therefore, any utilities that are not metered separately shall be billed to the Unit Owners based on such Unit Owners' percentage of interest in the Common Areas even though this may not be an accurate measurement of actual usage of one Unit Owner as compared with other Unit Owners. This may result in an advantage for some Unit Owners and a disadvantage for other Unit Owners.

Notwithstanding the above, due to the fact that the Units in Phase I of the Condominium do not have separate water shut off valves located on the Common Areas, the Association hereby guarantees to the Springboro Water Department that the Association shall pay to the Springboro Water Department any unpaid water usage charges for the Units situated in Phase I. Such payment shall not be considered a Common Expense since such Units are separately metered for water usage. The Association hereby reserves the right to levy a Special Individual Unit Assessment pursuant to Section 11.03 of the Declaration against the Unit of any Owner who fails to pay such water usage charges for such Owner's Unit.

Section 13.16: Sale of Unit. The right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five (5) days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

Section 13.17: Leasing of Unit. Except as otherwise provided herein, every lease on every Unit in the Condominium Property is subject to the following rules and regulations, regardless of whether such provisions are set forth in the lease:

- (a) the lease must be in writing;

- (b) the lease must be for the entire Unit;
- (c) the lease must be for a minimum period of not less than six (6) months. Renewals can be for any length;
- (d) the use of the leased premises is subject to the Declaration, the By-Laws and the rules and regulations for the Condominium Property;
- (e) within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to the management company or to an officer or Trustee of the Association;
- (f) the Unit cannot be used as a motel or hotel or otherwise for transient tenants;
- (g) if any Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any rules and regulations, the Association may bring an action in its own name or in the name of the Owner, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, the By-Laws of the Association or the rules and regulations, the court may find the tenant guilty of forcible detainer despite the facts that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. If permitted by present or future law, the Association may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns. The Association shall give the tenant and the Owner written notice of the nature of the violation of the rules, and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and the other rules and regulations of the Condominium Property, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other rules and regulations of the Condominium Property.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Units in the Condominium

Property, only subsections (d) and (e) of this Section 13.17 shall apply to a first mortgage lender who has title to the Unit through (a) foreclosure of its first mortgage on the Unit; or (b) a deed in lieu of foreclosure on its first mortgage on the Unit. Any subsequent purchaser from the first mortgage lender is subject to all of the rules and regulations.

Section 13.18: Architectural Control. No construction shall be commenced, directed or maintained upon the Condominium Property, nor shall any exterior addition to or change or alteration therein be made, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Developer, and/or the Association's Architectural Control Committee. Nothing in this Article shall be deemed to authorize any construction on, addition to, or change in the Condominium Properties, which would be prohibited by the Declaration.

Section 13.19: Handicap Accessibility. Notwithstanding the other provisions herein, an Owner may, at his expense, have such reasonable modifications made to the interior and exterior of his Unit and the Common Areas or Limited Common Areas as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Unit or the Common Areas or Limited Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract approved by the Board of Trustees. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

Notwithstanding the other provisions herein, including those requiring approval of the members of the Association, the Board of Trustees is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Unit, including the Common Areas and the Limited Common Areas.

Section 13.20: Arbitration. In the event of any dispute between Unit Owners regarding the application of these restrictions or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof not less than five (5) days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for

herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE XIV

REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

Section 14.01: Rehabilitation and Renewal. The Association may, by the affirmative vote of the 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 Trustees of the Association shall thereupon proceed with such renewal and rehabilitation and the costs thereof shall be a Common Expense. In consideration of the conveyance to the Association of his Unit, subject to such liens and encumbrances hereinafter referred to, 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 thirty (30) days after receiving notice of such vote, to receive the fair market value of his Unit, plus such Owners' pro rata share of the undistributed common profits accrued to the date of such vote, less the sum of the following:

(a) The amount of any liens and encumbrances thereon as of the date such vote is taken;

(b) The amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance;

(c) The amount of any liens and encumbrances thereafter arising because of unpaid Common Expenses of the Association accruing prior to the date of such vote;

(d) The amount of any Common Expense accruing prior to the date of such vote, whether assessed or not assessed.

Section 14.02: Payment. In the event of an election pursuant to Section 14.01, such conveyance and payment of the consideration therefore, which shall be a Common Expense to the Unit Owners who have not elected, shall be made within forty (40) days after the date of such election, and, if such Owner and a majority of the Board of Trustees 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 (1) of which shall be appointed by such Unit Owner, one (1) of which shall be appointed by the Board of Trustees and the third which shall be appointed by the first two (2) appraisers.

ARTICLE XV

ANNEXATION OF ADDITIONAL PROPERTY

Section 15.01: Annexation. It is anticipated by the Declarant that the real estate described in Exhibit "A" will have annexed or added to it, within seven (7) years from the date this Declaration was originally recorded, contiguous real property which is described in Exhibit "E" so as to make that additional property, any personal property situated thereon which exists for the common use of the Unit Owners, all improvements on said land and all easements, rights and appurtenances belonging thereto a part of the Condominium. Access walkways, roadways, landscaping and utility connections within such added property shall be substantially completed prior to such annexation, to the extent the same are completed in the submission of this Declaration. The purpose of this anticipated annexation is to create an expandable Condominium that will ultimately include, if possible, a Condominium of forty-two (42) Units on a tract of approximately five (5) acres conveyed to, or to be conveyed to, Declarant by deeds recorded in the deed books of the Warren County, Ohio Records.

Section 15.02: Number of Units. Prior to such annexation, the total number of not more than seven (7) residential Units will have been constructed and completed upon the real estate described in Exhibit "A" and no more than thirty-five (35) Units will have been constructed and completed upon the real estate described in Exhibit "E".

Section 15.03: Application to Additional Property. At the time such additional property is annexed to this Condominium plan, the definitions and all other applicable terms, easements and provisions of this Declaration shall apply to it and for the benefit of such additional property, any personal property situated thereon which exists for the common use of the Unit Owners, all improvements on said land, and all easements, rights and appurtenances belonging thereto.

Section 15.04: Restrictions on Expansion. In the conveyance of any right, title or interest in and to any portion of the Condominium Property, the Declarant hereby reserves the right, for itself at any time(s) within the aforesaid period of seven (7) years, to expand the Condominium Property by adding thereto any or all property set forth in Exhibit "E", at its option, provided as follows:

(a) The Declarant reserves to itself and the owners of the properties described in Exhibit "E" the right to annex additional land and Units any time during the option period without the specific consent of any Unit Owners.

(b) The option to add additional land and Units is reserved by the Declarant for a period of seven (7) years from the date the Declaration is filed for record, and is renewable for an additional seven (7) year period at the option of the Declarant, exercisable within six (6) months prior to the expiration of the seven (7) year period and with the consent of the majority of the Unit Owners other than the Declarant upon which the option to expand the Condominium Property will expire. Unless terminated by written action of the Declarant, the option shall continue until the expiration of the time limit set forth herein.

(c) There are no limitations as to the portions of real estate in Exhibit "E" that may be added to the Condominium Property, and the Declarant reserves the right to add any or all of said properties, at its discretion, together with the Units thereon. However, there is no limitation as to the time or the portion of property to be added to the Condominium Property, except that all additions must be within the option period set forth above.

(d) There are no limitations as to the location of any improvements that may be made on any portion of the additional property to be added to the Condominium Property.

(e) The maximum number of Units which may be created on this additional property is set forth in Section 15.02 of this Article. At such time as additional land may be added to the Condominium Property, no more than twenty (20) Units per acre shall be constructed on said additional property, except that the real estate described in Exhibit "E" may be developed and expanded in stages which exceed twenty (20) Units per acre but do not exceed in total thirty-five (35) Units. All of such additions shall be in conformity with applicable zoning resolutions. All Units constructed on any additional property shall be restricted exclusively to residential use.

(f) The maximum percentage of the aggregate land and floor area of all Units that may be created on the additional property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added.

(g) All structures erected on any portion of additional property added to the Condominium Property shall be compatible to the structures on the submitted property in terms of quality of construction. However, the structures need not be compatible as to principal materials to be used or architectural style. Only those types of Units specified in Section 2.06 may be erected on such additional property. Other than structures erected on any additional property added to the Condominium Property, the Declarant will not be required to add any other improvement of the Condominium Property other than as set forth above. However, the

Declarant reserves the right, of adding additional land, driveways, sidewalks, yard areas, carports, community facilities, storage facilities or maintenance buildings to the Condominium Property. Except as set forth in this Article, there are no restrictions or limitations upon improvements that may be made upon land added to the Condominium Property. All Units added to the Condominium Property shall be used for residential purposes.

(h) Units added to the Condominium Property shall consist of not more than thirty-five (35) Units with an aggregate par value for such Units not to exceed thirty-five thousand (35,000). Each Unit shall have Limited Common Areas, as set forth in Section 2.08, which shall be for the benefit and use of such Unit.

Section 15.05: Procedure for Annexation. Additional land and improvements shall be added to the Condominium Property and submitted to the provisions of O.R.C. Chapter 5311 upon execution and filing for record by the Declarant, including all of the owners of land so added pursuant to O.R.C. Sections 5311.06, 5311.07 and 5311.051, of an amendment to the Declaration that contains the information, Plats and Drawings with respect to the additional property and improvements required by those sections and by divisions (A) and (B) of O.R.C. Section 5311.05. The amendment shall allocate and reallocate percentage of interest in the Common Areas of the Condominium Property appertaining to each Unit of the Condominium.

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 16.01: General. The Condominium Law requires that certain information be provided in the Condominium Instruments. Much of this is provided elsewhere in the Condominium Organizational Documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following Sections of this Article.

Section 16.02: Deposits. Any deposit or down payment made in connection with a sale of a Unit by the Developer or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Developer. If, in the case of any such sale, a deposit or down payment of \$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 buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Developer. Deposits held in trust or escrow

pursuant to sales by Developer or its agent shall not be subject to attachment by creditors of Developer or the buyer.

Section 16.03: Association Control. Except in its capacity as a Unit Owner of unsold Units, the Developer or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The Owners of Units that have been sold by the Developer or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Law. Neither the Association nor the Unit Owners shall be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit Owners other than the Developer for more than one (1) year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the By-Laws.

Section 16.04: Limited Warranty. Following are the limited warranties (and limitations thereon) which the Developer gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

(a) Units. Except as provided in subparagraph C, below, the Developer warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one (1) year from the date the deed to the buyers for that Unit is filed for record.

(b) Common Areas and Facilities. The Developer warrants to provide any pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two (2) years from the date the deed is filed for record following the sale of the first Unit in the Condominium to a purchaser in good faith for value.

(c) Appliances, etc. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished by the Developer as part of the Unit, the Developer assigns to the buyers all express and implied warranties of the manufacturer, and the Developer's warranty with respect to such items is limited to the Developer's warranty that the same have been properly installed.

(d) Extended Warranties. The Developer assigns to the buyers any warranties made to the Developer that exceed the time periods for warranties that the Developer has given to the buyers of this limited warranty.

(e) Limitations.

i. No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Developer's cost, items containing defects covered by Developer's warranty.

ii. No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

iii. Implied warranties, if any, are limited to one (1) year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

iv. These written warranties are the only express warranties the Developer gives to the buyers unless additional warranties are included in a written contract between the Developer and the buyers.

v. Any request for service must be sent in writing to the Developer at 1250 Springfield Pike, Cincinnati, Ohio 45215 or at such other address as the Developer may designate, from time to time, in writing to the buyers. The Developer or the Developer's designated representative will commence performance of the Developer's obligations under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

(f) Other Rights. This written limited warranty gives the buyers specified legal rights and the buyers may also have other legal rights under law.

(g) Common Area Expansion. With respect to the repair or replacement of roof and structural components, and mechanical, electric, plumbing, and common service elements in the areas added to the Condominium, the two (2) year warranty shall commence on the date that the deed or other evidence of ownership is filed for record following the sale, to a purchaser in good faith for value, of the first Unit in that area added.

Section 16.05. Developer's Obligations. Developer will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet sold, including, without limitation, the obligation to pay Common Expenses attaching to such Units, from the

date this Declaration is filed for record as provided in Section 11.11.

ARTICLE XVII

FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISIONS

Section 17.01: FHLMC. The following provisions are included herein for the benefit of the holders of first mortgages on any Unit in the Condominium Project which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) as a condition to the purchase of loans on Units in the Condominium Project. The covenants and provisions hereinafter set forth shall run in favor only for the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board without approval of the Unit Owners but only without such approval to the extent that such alteration, amendment, revision, or rescission is necessary to comply with the requirements of FHLMC.

Section 17.02: FHLMC Requirements. In addition to any other requirements of this Declaration, or the By-Laws of the Association, it is provided as follows:

(a) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the sponsor, Developer or builder) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

i. by act or omission, seek to abandon or terminate the Condominium Project;

ii. change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (B) determining the pro rata share of ownership of each Condominium Unit in the Common Areas;

iii. partition or subdivide any Condominium Unit;

iv. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium Project shall not be deemed a transfer within the meaning of this clause); and

v. use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Areas) for

other than the repair, replacement or reconstruction of such Condominium Property, except as provided by statute in case of substantial loss to the Units and/or Common Areas of the Condominium Project.

(b) A holder, insurer or guarantor of a first mortgage, upon request, is entitled to written notification from the Association of any default in the performance by the individual Unit borrower of any obligation under the Condominium documents which is not cured within sixty (60) days.

(c) Any agreement for professional management of this Condominium Project, or any other contract providing for services of the Developer (or sponsor or builder), may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(d) This Project is subject to expansion (phasing or add-ons). In the event that the Project has more than one section (phase or add-on), then Section 17.02(a)(ii) and (iv) are deemed waived to the extent necessary to allow the expansion of the Project in accordance with the Project's Condominium documents, including this Declaration. No change in the percentage of common interest appurtenant to each Unit may be affected in any case more than seven (7) years after the date of this Declaration.

(e) No Unit Owner, or any other party, has priority over any rights of any first mortgagee of a Condominium Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Areas.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Section 18.01: Covenants Running With the Land. All of the language, statements, words, paragraphs, sections and articles of this Declaration shall be deemed to constitute covenants, conditions, restrictions and easements, as the case may be; and all of said covenants, conditions, restrictions and easements shall run with and bind the land and shall be binding upon and inure to the benefit of any part and all of said land and all present and future parties having any right, title or interest in or to all or part of said land and their respective heirs, executors, administrators, successors and assigns forever.

The Declarant and/or the Developer shall have the right to assign its rights under this Declaration to any successor developer of the Condominium Property.

Section 18.02: Initial Management. Until such time as a meeting of the Association at which the Board of Trustees are elected has been held, Declarant shall exercise the power to determine the amount of, and to levy special assessments and general assessments for Common Expenses.

Section 18.03: Notice of Mortgages. Any Unit Owner who mortgages his Unit shall notify the Association in such manner as the Association may direct, of the name of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration. Any holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Unit designation or address) (such party shall be known as an eligible holder of a first mortgage) shall be entitled to timely written notice by the Association of:

(a) Any proposed addition or amendment of the Condominium Organizational Document effecting a material change or addition in provisions establishing, providing for, governing or regulating (i) voting, (ii) assessments, assessment liens or subordination of such liens, (iii) reserves or maintenance, repair and replacement of Condominium Property, (iv) insurance or fidelity bonds, (v) rights to use of the Common Areas, (vi) responsibility for maintenance and repair, (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, (viii) the boundaries or composition of any Unit, (ix) the interests in the Common or Limited Common Areas, (x) the convertibility of Units into Common Areas or of Common Areas into Units, (xi) the leasing of any Unit or part thereof, (xii) the imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit, or (xiii) any provisions which are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Unit.

(b) Any proposed termination of the Condominium as a condominium regime;

(c) Any condemnation or eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;

(e) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(f) Any decision by the Association to renew or rehabilitate the Condominium Property;

(g) Any decision by the Association to construct significant new capital improvements not replacing existing improvements;

(h) Times and places of Unit Owners' meetings;

(i) Any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days;

(j) Any decision by the Association to establish self-management when professional management had been required previously by an eligible holder of a first mortgage lien; and

(k) Any proposed action which requires the consent of a specified percentage of holders of first mortgage liens.

No addition or amendment of the Condominium organizational document shall be considered material if it is for the purpose of correcting technical errors or for clarification only.

Section 18.04: Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same shall not impair or affect in any manner, the validity, enforceability or effect of the rest of the Declaration.

Section 18.05: Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated, or waived by reason of any failure to enforce the same, irrespective of the number of violations of breaches which may occur.

Section 18.06: Non-liability of Declarant and Developer. Neither Declarant or the Developer, nor their representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit "F", whether or not such claims shall be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. 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 becoming out of repair or by reason of any act or neglect of any Unit Owner, occupant, the Association and their respective agents, employees, guests and 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 (heat, air-conditioning, electricity, gas, water, sewage, etc.), except as provided by any written warranty provided to a Unit Owner or the Association.

Section 18.07: Enforcement of Provisions. In addition to any other remedies provided in this Declaration, the Association, Declarant, the Developer, or any Unit Owner or Owners shall have the right to enforce, by any proceedings at law or in equity, all liens and charges now or hereinafter imposed by or through the provisions of this Declaration, the Association's Articles of Incorporation, By-Laws, or any rules or regulations promulgated by the Association, or as provided by the O.R.C. Section 5311.19.

Section 18.08: Removal from Condominium Ownership. The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provision of O.R.C. Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessment not then due and payable, upon all or any parts of the Condominium Property, shall be paid, released or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Warren County, Ohio. Such certification shall be signed by the President of the Board of Trustees of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas have been paid, released or discharge, and shall also be signed by all of the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

Section 18.09: Nondiscrimination. No Unit Owner (including the Declarant) and no employee, agent or representative of a Unit Owner shall discriminate on the basis of sex, race, color, creed, or national origin in the sale or lease of any Unit or in the use of the Common Areas.

Section 18.10: Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the establishment of and the operation of a first class condominium development. The provisions of the Declaration are made under the authorization of O.R.C. Chapter 5311. In case of any conflict between O.R.C. Chapter 5311 and the Declaration, the Declaration shall control. In case of any conflict between the Declaration and By-Laws, the Declaration shall control. Nothing herein shall be construed to omit any of the

mandatory rights, powers and authorities granted by the provisions of O.R.C. Chapter 5311.

Section 18.11: Amendment to Declaration. Except as otherwise provided, amendment of this Declaration (or the other Condominium Organizational Documents) shall require (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

(a) the prior written consent of all Unit Owners shall be required for any amendment effecting a change in:

- i. the boundaries of any Unit;
- ii. the undivided interest in the Common Areas appertaining to a Unit or the liability for Common Expenses appertaining thereto;
- iii. the number of votes in the Association appertaining to any Unit; or
- iv. the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the prior written consent of Unit Owners exercising one hundred percent (100%) of the voting power of Unit Owners (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium;

(c) the consent of eligible holders of first mortgages on Units to additions or amendments to the Condominium Organizational Documents shall not be required except in those instances, previously described, in which the eligible holders of first mortgages on Units are entitled to written notice of such proposed addition or amendment; and

(d) in any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit 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 the title to a Unit and is irrevocable (except by Declarant), for a period of five (5) years from the date of the filing of the Declaration, to amend the Condominium Organizational

Documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

An eligible holder of a first mortgage on a Unit who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

An amendment to this Declaration (or the Plat and Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by an officer of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Warren County, Ohio.

Section 18.12: Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

IN WITNESS WHEREOF, the undersigned, Springboro Land Company Limited Partnership, an Ohio limited partnership, the Declarant herein, has caused this instrument to be duly executed this 20th day of March, 1995.

Signed and acknowledged
in the presence of:

Springboro Land Company Limited
Partnership

Stephen R. Hunt
Name: Stephen R. Hunt

By: Chatham Homes, Inc., an Ohio
corporation, general partner

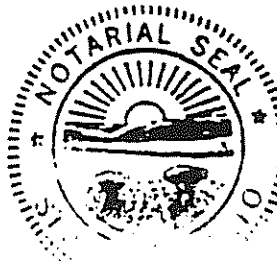
McLaurie Greer
Name: McLaurie Greer

By: Nicholas C. Bauer
Nicholas C. Bauer,
President

STATE OF OHIO :
: SS:
COUNTY OF HAMILTON :

The foregoing instrument was acknowledged before me this 20th day of March, 1995 by Nicholas C. Bauer, President of Chatham Homes, Inc., an Ohio corporation, general partner of Springboro Land Company Limited Partnership, an Ohio limited partnership, on behalf of said limited partnership.

Stephen R. Hunt
Notary Public



STEPHEN R. HUNT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147 03

This instrument was prepared by Stephen R. Hunt, Esq., Aronoff, Rosen & Hunt, 1600 Star Bank Center, 425 Walnut Street, Cincinnati, Ohio 45202.

March 20, 1995/sg (c:\\letters\\srh\\overlook\\declare.hw)



**Abercrombie
& Associates, Inc.**
Civil Engineers/Surveyors

Pl. 04-13-476-017

Pl. 04-13-476-019

ACH

AUGUST 30, 1994

**LEGAL DESCRIPTION
PHASE ONE
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
1.258 ACRES**

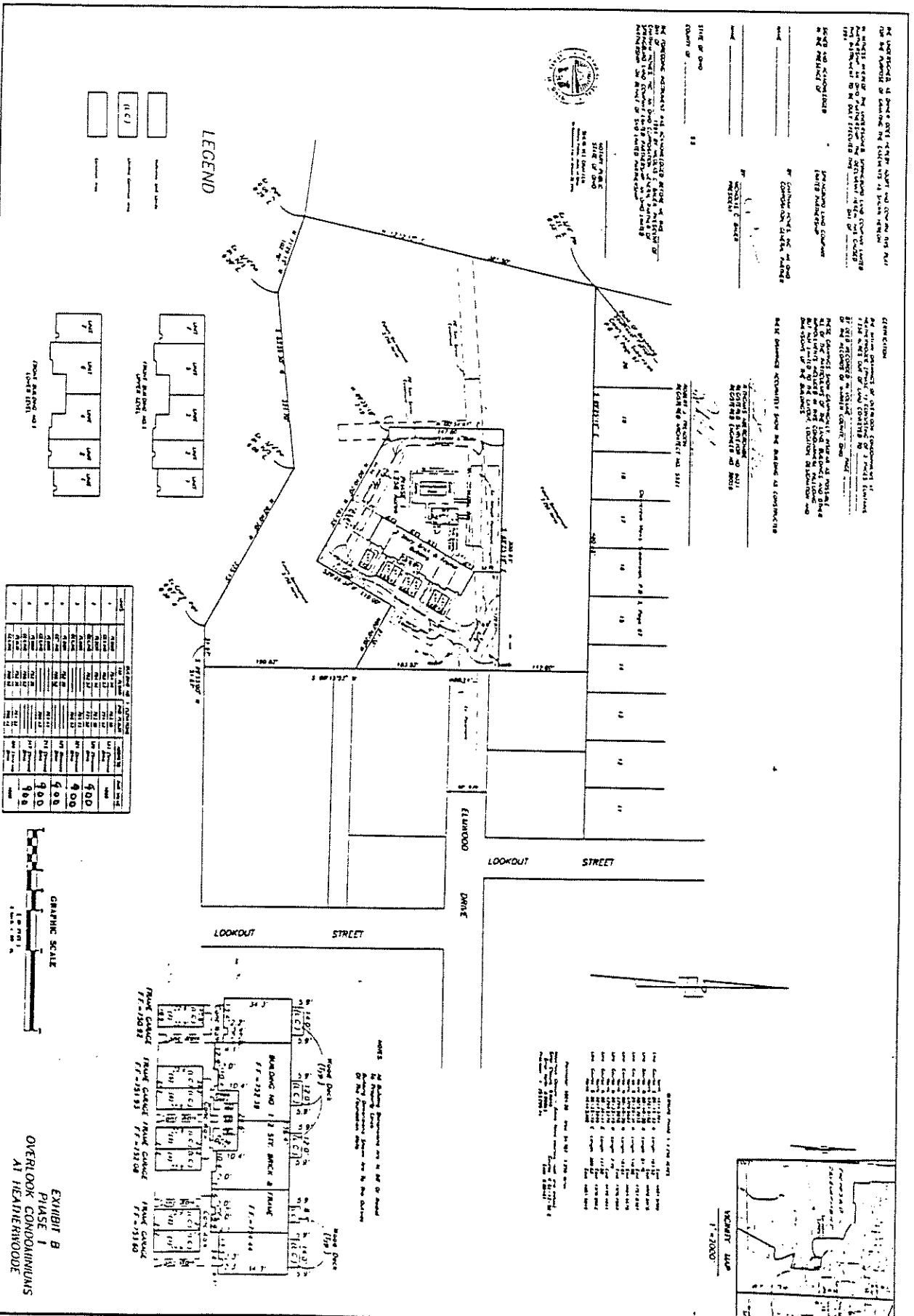
SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, NUMBER TWO AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE WITH THE SOUTH LINE OF SAID CLEARCREEK VIEW SUBDIVISION, NUMBER TWO SOUTH 89-25-19 EAST, 480.88 FEET TO A POINT; THENCE LEAVING THE SOUTH LINE OF SAID CLEARCREEK VIEW SUBDIVISION, NUMBER TWO SOUTH 00-15-22 WEST, 112.00 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE SAME LINE SOUTH 00-15-22 WEST, 183.52 FEET TO A POINT; THENCE NORTH 60-40-20 WEST, 91.35 FEET TO A POINT; THENCE SOUTH 29-26-34 WEST, 110.00 FEET TO A POINT; THENCE NORTH 60-40-20 WEST, 183.52 FEET TO A POINT; THENCE NORTH 89-25-19 WEST, 7.49 FEET TO A POINT; THENCE NORTH 00-34-41 EAST, 147.60 FEET TO A POINT; THENCE SOUTH 89-25-19 EAST, 300.63 FEET TO A THE REAL PLACE OF BEGINNING.

THUS CONTAINING 1.258 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

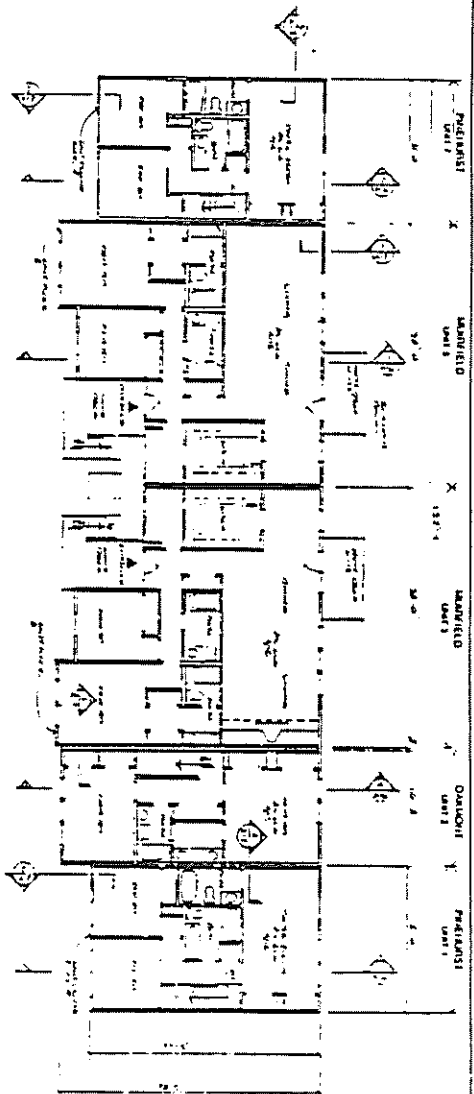
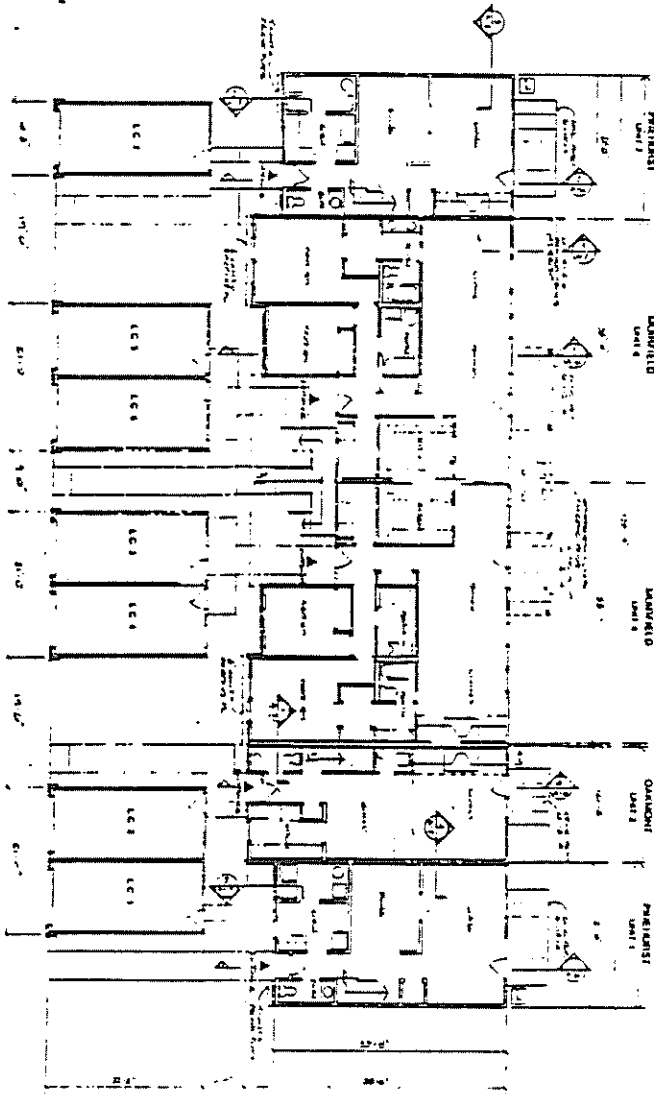
BOOK 1087 PAGE 691

FILE:93-0799.L12



<p>Abercrombie & Associates, Inc. Civil Engineers/Surveyors 2000 Locust St., Springfield, MA 01104 (513) 263-3791</p>	<p>Project No. CONDOMINIUM PLAN</p>	<p>Scale: 1" = 30'</p>	<p>Drawn by: H. MADDOCK</p>	<p>OVERLOOK CONDOMINIUMS AT HEATHERWOODE</p>		
	<p>Section: SECTION 12, TOWN 2 E, RANGE 5 N CITY OF SPRINGBORO CLEARCREEK TOWNSHIP MARSHEN COUNTY, OHIO</p>	<p>Date: 8-18-84</p>	<p>Project: OVERLOOK CONDOMINIUMS AT HEATHERWOODE</p>			

NOTE: ALL WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE BUILDING CODES AND ALL MATERIALS SHALL BE OF THE QUALITY AND MAKE SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWING.

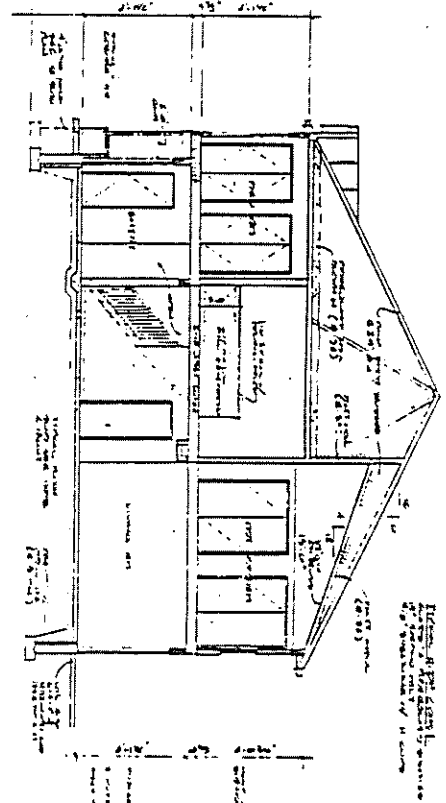


FIRST FLOOR PLAN

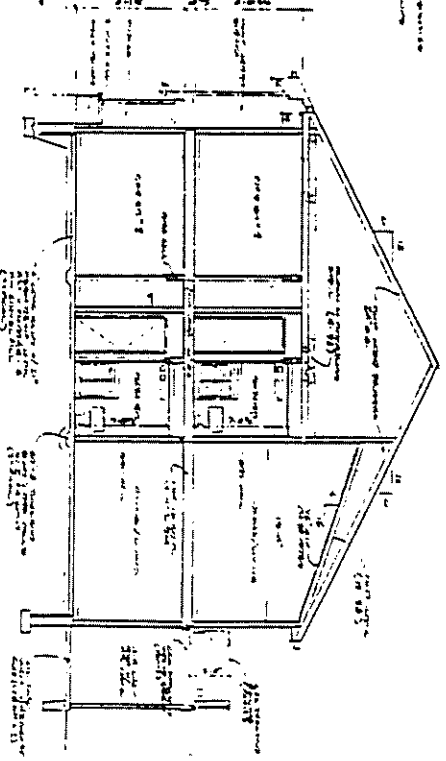
PHASE I

BOOK 1087 PAGE 693

Date: 10/10/10	<p>ROBERT TREADON & ASSOCIATES ARCHITECTS AT HEATHERWOODE 513-953-7162</p>	<p>Robert Treadon & Associates Architects 612 First National Bank Building Hamilton Ohio 45011 513-953-7162</p>		<table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.	Date	Description															
No.				Date	Description																	
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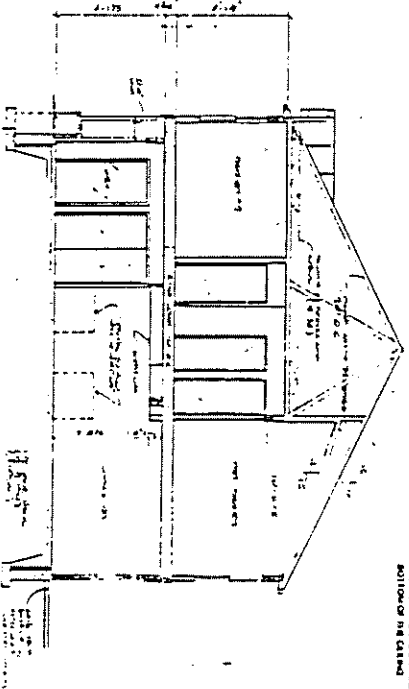


BUILDING SECTION
OAKMONT



BUILDING SECTION
MUIRFIELD

NOTE: ALL DIMENSIONS, UNLESS OTHERWISE SPECIFIED, ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF WALLS UNLESS OTHERWISE SPECIFIED. DIMENSIONS ARE GIVEN TO THE TOP OF ROOFING UNLESS OTHERWISE SPECIFIED. DIMENSIONS ARE GIVEN TO THE BOTTOM OF ROOFING UNLESS OTHERWISE SPECIFIED.



BUILDING SECTION
PINEHURST

SECTION A-A

Date		Robert Treadon & Associates Architects 612 First National Bank Building Hamilton Ohio 45011 513/863-7162		Rev.	Desc.											
Drawing No A-9				<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>												

EXHIBIT "C"

CONDOMINIUM DATA SHEET

<u>UNIT #</u>	<u>UNIT TYPE</u>	<u>UNIT ADDRESS</u>	<u>PAR VALUE OF UNIT</u>	<u>% INTEREST IN COMMON AREAS</u>	<u>VOTES</u>
1	Pinehurst	333 Elmwood Drive Springboro, OH 45066	1000	15.5%	1
2	Oakmont	329 Elmwood Drive Springboro, OH 45066	900	13.8%	1
3	Muirfield	321 Elmwood Drive Springboro, OH 45066	900	13.8%	1
4	Muirfield	325 Elmwood Drive Springboro, OH 45066	900	13.8%	1
5	Muirfield	313 Elmwood Drive Springboro, OH 45066	900	13.8%	1
6	Muirfield	317 Elmwood Drive Springboro, OH 45066	900	13.8%	1
7	Pinehurst	309 Elmwood Drive Springboro, OH 45066	<u>1000</u>	<u>15.5%</u>	<u>1</u>
TOTAL			6,500	100%	7

As set forth on the condominium plat and drawings ("Exhibit "B") each condominium unit includes a garage which is designated as a limited common area by virtue of the designation "L.C." followed by the unit number to which such garage is appurtenant.

PROPOSED FUTURE DEVELOPMENT

<u>MODEL</u>	<u>PAR VALUE</u>	<u># OF VOTES</u>
Augusta	1150	1
Broadmoor	1000	1
Greenbriar	1000	1
Muirfield	900	1
Oakmont	900	1
Pinehurst	1000	1



The State of Ohio

Bob Taft

Secretary of State

878250

Certificate

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

of:

OVERLOOK AT HEATHERWOODE CONDOMINIUM ASSOCIATION

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

Recorded on Roll 4191 at Frame 1297 of
the Records of Incorporation and Miscellaneous Filings.

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

Columbus, Ohio, this 15TH day of AUG

A.D. 19 94 .



Bob Taft
Bob Taft

Secretary of State

APPROVED

ARTICLES OF INCORPORATION

BY: 825-154

OF

DATE: 825

OVERLOOK AT HEATHERWOODE CONDOMINIUM ASSOCIATION

AMOUNT: 940 81504.

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under §1702.01 et. seq., Revised Code of Ohio, do hereby certify:

ARTICLE I

NAME

The name of the Corporation shall be Overlook at Heatherwoode Condominium Association.

ARTICLE II

PRINCIPAL OFFICE

The place in Ohio where the principal office of the Corporation shall be located is Warren County, City of Springboro, Ohio.

ARTICLE III

PURPOSES

This non-profit Corporation does not contemplate pecuniary gain or profit to the members thereof, and the Corporation is formed for the purpose of providing an entity for the operation of Overlook Condominiums at Heatherwoode (the "Condominium"), a condominium formed pursuant to Chapter 5311 of the Revised Code of Ohio, which condominium is located on a tract of land located on Elmwood Drive in Springboro, Warren County, Ohio.

The Corporation shall also possess and have the following purposes and wherever necessary or convenient such purposes shall also be deemed as powers:

- (1) To have and exercise all of the powers and duties set forth in the Declaration for Overlook Condominiums at Heatherwoode (the "Declaration") and the By-Laws of Overlook at Heatherwoode Condominium Association (the "By-Laws");
- (2) Fix, levy, and collect all charges or assessments pursuant to the terms of the Declaration and By-Laws, enforce payment of such charges and assessments by any lawful means, and pay all expenses in connection therewith and in connection with the conduct of the affairs of the Corporation;

- (3) 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 Corporation and subject to the terms of the Declaration and By-Laws;
- (4) Borrow money, and in accordance with the terms of the Declaration and By-Laws, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all for the purposes of fulfilling the Corporation's responsibilities;
- (5) Fix, administer, enforce, alter, amend, extend, waive, release, and terminate, in whole or in part, the terms, conditions, covenants, restrictions, and regulations upon, under, and subject to which any part or all of the Condominium may now or hereafter be used;
- (6) Operate, maintain, repair, and replace the Condominium's Common Areas in accordance with the terms of the Declaration and By-Laws;
- (7) Obtain, pay for, and maintain insurance to the extent provided in the Declaration and By-Laws;
- (8) Do any other thing necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes which will promote the common benefit and enjoyment of the residents or owners of the Condominium Units, in so far as not prohibited by law, the Declaration, and the By-Laws; and
- (9) 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.

The Corporation shall not take any action or enter into any transaction or agreement in a manner which would violate any provision of Chapter 5311 of the Ohio Revised Code, these Articles of Incorporation, the Declaration, or the By-Laws.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee simple interest in any Unit shall be a member of the Corporation; however, persons or entities who hold an interest merely as security for the performance of an obligation shall not be members of the Corporation. Membership shall be appurtenant to and shall not be separated from ownership of a Unit. Upon a member's sale or other

disposition of his or her Unit, the member's membership shall terminate and the new owner shall automatically become a member of the Corporation. Voting rights of members shall be set forth in the Declaration and By-Laws of the Corporation.

ARTICLE V

USE OF PROCEEDS

The Corporation is organized as a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code, and may elect to be covered by Section 528 of the Internal Revenue Code. No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Corporation property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private person, including, but not limited to, the members of the Board of Trustees, and the Corporation's officers or members.

ARTICLE VI

BOARD OF TRUSTEES (Managers)

The affairs of the Corporation shall be managed by a Board of Managers, which shall also act as a Board of Trustees as outlined below. The following persons, not less than three, shall serve said Corporation as Trustees until the first annual meeting or other meeting called to elect Trustees.

Nicholas Bauer
1250 Springfield Pike
Cincinnati, Ohio 45215

Bill Boden
1250 Springfield Pike
Cincinnati, Ohio 45215

Robert J. Treadon
1250 Springfield Pike
Cincinnati, Ohio 45215

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

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

ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify every person who is or has been a member of the Board of Trustees, an officer, an agent, or an employee of the Corporation and those persons' respective heirs, legal representatives, successors, and assigns, against expenses including attorney fees, 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 Corporation, or otherwise, in which this person was or is a party or is threatened to be made a party because this person was a member of the Board of Trustees, an officer, an employee, or an agent of the Corporation, or is or was serving in such a capacity at the request of the Corporation, provided that this person (a) acted in good faith and in a manner that person believed to be in or not opposed to the Corporation's best interests, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe that the questioned conduct was unlawful; provided, however, that, if an action or suit by or in the right of the Corporation, to procure a judgment in its favor against this person because of this person's serving in this capacity, is threatened, pending, or completed, no indemnification shall be made in respect of any claim, issue, or matter as to which this person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Corporation unless and only to the extent that the court in which this action or suit was brought shall determine upon application that in view of all the circumstances of the case this person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of the Corporation's Board of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five (5) years, or (c) by the Unit owners, or (d) by the court in which such action, suit or proceeding was brought.

Such an indemnification is not exclusive of any other rights to which this person may be entitled under law, any agreement, or any insurance purchased by the Corporation, or by vote of Unit owners, or otherwise.

ARTICLE VIII

NOTICE AND QUORUM

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

ARTICLE IX

DURATION

The Corporation shall exist so long as, but no longer than, the condominium regime of the Condominium exists.

ARTICLE X

DISSOLUTION

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

ARTICLE XI

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Declaration.

ARTICLE XII

AMENDMENT

These Articles of Incorporation 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, the undersigned has hereunto subscribed his name on this 10th day of August, 1994.



 Nicholas Bauer



 Bill Boden




 Robert J. Treadon


ORIGINAL APPOINTMENT OF STATUTORY AGENT


KNOW ALL MEN BY THESE PRESENTS:

That Nicholas Bauer, 8185 Misty Cove Lane, Maineville, Ohio 45039, a natural person and resident of said county, is hereby appointed as the person on whom process, tax notices and demands against Overlook at Heatherwoode Condominium Association, may be served.

OVERLOOK AT HEATHERWOODE
CONDOMINIUM ASSOCIATION

By: 
Nicholas Bauer


By: 
Bill Boden

By: 
Robert J. Treadon

OVERLOOK AT HEATHERWOODE CONDOMINIUM ASSOCIATION

Gentlemen:

I hereby accept the appointment as the statutory agent of your company upon whom process, tax notice or demands may be served.


Nicholas Bauer



**Abercrombie
& Associates, Inc.**
Civil Engineers/Surveyors

~~Pl. 04-13-476-017~~ - 017
~~Pl. 04-13-476-019~~ - 019
Pl. 04-13-476-~~017~~ **HCH**

AUGUST 30, 1994

**LEGAL DESCRIPTION
RESIDUE
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
3.756 ACRES**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, NUMBER TWO AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE WITH THE SOUTH LINE OF SAID CLEARCREEK VIEW SUBDIVISION, NUMBER TWO SOUTH 89-25-19 EAST, 480.88 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY LINE OF SAID CLEARCREEK VIEW SUBDIVISION, NUMBER TWO SOUTH 00-15-22 WEST, 112.00 FEET TO A POINT; THENCE NORTH 89-25-19 WEST, 300.63 FEET TO A POINT; THENCE SOUTH 00-34-41 WEST, 147.60 FEET TO A POINT; THENCE SOUTH 89-25-19 EAST, 7.49 FEET TO A POINT; THENCE SOUTH 60-40-20 EAST, 183.52 FEET TO A POINT; THENCE NORTH 29-26-34 EAST, 110.00 FEET TO A POINT; THENCE SOUTH 60-40-20 EAST, 91.35 FEET TO A POINT; THENCE SOUTH 00-15-22 WEST, 190.62 FEET TO A POINT; THENCE SOUTH 89-53-00 WEST, 51.67 FEET TO A POINT; THENCE NORTH 60-40-20 WEST, 225.13 FEET TO A POINT; THENCE SOUTH 83-59-30 WEST, 221.70 FEET TO A POINT; THENCE NORTH 71-29-15 WEST, 102.70 FEET TO A POINT; THENCE NORTH 13-12-12 EAST, 381.50 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 3.756 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

FILE:93-0799.L13

BOOK 1087 PAGE 704

Exhibit "F"

BY-LAWS OF

OVERLOOK AT HEATHERWOODE CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND PURPOSE

The name of this Association shall be Overlook at Heatherwoode Condominium Association and its sole purpose shall be to manage, govern and control Overlook Condominiums at Heatherwoode in accordance with and to carry out the purpose and intent of Chapter 5311, et. seq. of the Ohio Revised Code (O.R.C.).

ARTICLE II

MEMBERSHIP

Section 1: Each Unit Owner shall be a member of Overlook at Heatherwoode Condominium Association.

ARTICLE III

VOTERS

Section 1: The number of votes for each Unit is calculated as provided in Section 3.02 of the Declaration.

Section 2: This voting power can be exercised in person or by proxy by the Owner, or Owners, of a Unit, his or her heirs, assigns or personal representative. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Unit Owner of his Unit.

ARTICLE IV

MEETINGS

Section 1: ANNUAL MEETING. There shall be an annual meeting of the Unit Owners held in Warren County, Ohio, within the first calendar quarter of each year at a date and time and at a place from time to time designated by the Board.

Section 2: ELECTION OF TRUSTEES. At the annual meeting the Unit Owners shall elect the Board of Trustees as provided in these By-Laws and the Declaration.

OCH Bylaws

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- Lawn maintenance

Elections

- Three year terms according to bylaws, but this can be changed.

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Adjourn – next meeting in first quarter of next year.

1	SEPTENNIA GWA INYBIA	WELSHNA
2	SEPTENNIA GWA INYBIA	WELSHNA
3	SEPTENNIA GWA INYBIA	WELSHNA
4	SEPTENNIA GWA INYBIA	WELSHNA
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13	SEPTENNIA GWA INYBIA	WELSHNA
14	SEPTENNIA GWA INYBIA	WELSHNA
15	SEPTENNIA GWA INYBIA	WELSHNA
16	SEPTENNIA GWA INYBIA	WELSHNA
17	SEPTENNIA GWA INYBIA	WELSHNA
18	SEPTENNIA GWA INYBIA	WELSHNA
19	SEPTENNIA GWA INYBIA	WELSHNA
20	SEPTENNIA GWA INYBIA	WELSHNA

Section 3: ITEMS FOR DISCUSSION. At the annual meeting any matters concerning the welfare of Overlook Condominiums at Heatherwoode may be discussed and referred to the Board for proper attention.

Section 4: REPORTS. At the annual meeting, the President, Secretary and Treasurer shall submit reports in writing for the year just ending, which reports shall be read to the Unit Owners.

Section 5: SPECIAL MEETINGS. Special meetings may be called by the Board or by the President, or by Unit Owners constituting at least twenty percent (20%) of the voting power by written notice mailed to each Unit Owner at least five (5) days before the time and date for such meeting as shown in such notice. Notice of such meeting may be waived in writing.

Section 6: PRESIDING OFFICER. Annual and Special Meetings shall be presided over and conducted by the President, or in his absence, the Secretary or Treasurer, in that order.

Section 7: NOTICE. Except as otherwise provided in the Declaration, written notice of each meeting of the Unit Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice to each Unit Owner entitled to vote thereat, at least seven (7) days in advance of such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the time and place of the meeting, and in the case of a Special Meeting, the purpose of the meeting.

Section 8: QUORUM. To constitute a quorum at the annual or any Special Meeting at least thirty percent (30%) of the voting power (in person or by proxy) must be present at such meeting.

Section 9: VOTING POWER. Except as otherwise provided in the Condominium Organizational Documents, or by law, the vote of a majority of the Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10: ORDER OF BUSINESS. The order of business at all meetings of Unit Owners shall be as follows:

- a. Calling of meeting to order;
- b. Roll call; determination of whether there is a quorum;
- c. Proof of notice of meeting or waiver of notice;

- d. Reading of minutes of preceding meeting;
- e. Reports of officers;
- f. Reports of committees;
- g. Election of Trustees (when appropriate);
- h. Unfinished and/or old business;
- i. New business;
- j. Adjournment.

Section 11: WRITTEN CONSENT. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting by the written consent of the Unit Owners having not less than fifty-one percent (51%) of the voting power of all Unit Owners unless the approval of a greater number of Unit Owners is required by the Declaration, the Condominium Law, or other Ohio Law to take the action being taken.

ARTICLE V

BOARD OF TRUSTEES AND OFFICERS

Section 1: INITIAL TRUSTEES. The initial Trustees shall be those three (3) persons named as the initial Trustees in the Articles of Incorporation of the Association, or such other person or persons as may from time to time be substituted by Declarant.

Section 2: SUCCESSOR TRUSTEES. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be provided in the Declaration and these By-Laws.

Section 3: REMOVAL. Excepting only Trustees named in the Articles or selected by the Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation, or removal of a Trustee other than the one named in the Articles or a substitute selected by the Declarant, that Trustee's successors shall be selected by the remaining members of the Board and shall serve the unexpired term of such deceased, resigned, or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit Owners as provided in the Declaration.

Section 4: NOMINATIONS. Nominations for the election of Trustees to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for elections to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5: ELECTIONS. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 6: COMPENSATION. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual out of pocket expenses incurred in the performance of his or her duty.

Section 7: REGULAR MEETINGS. Regular meetings of the Board shall be held at no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8: SPECIAL MEETINGS. Special meetings of the Board shall be held when called by the President of the Board, or by any two (2) Trustees, after no less than three (3) days notice to each Trustee.

Section 9: QUORUM. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of the Trustees, shall constitute a quorum for such meeting.

Section 10: VOTING POWER. Except as otherwise provided in the Condominium Organizational Documents, or by law, the vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11: ACTIONS IN WRITING WITHOUT MEETING. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12: POWERS. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- a. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents;
- b. Obtain insurance coverage not less than that required pursuant to the Declaration;
- c. Enforce the covenants, conditions and restrictions set forth in the Declaration;
- d. Repair, maintain, and improve the Common Areas;
- e. Establish, enforce, levy and collect assessments as provided in the Declaration;
- f. Adopt and publish rules and regulations, subject to the provisions of Article VII, governing the use of the Common Areas and the personal conduct of the Unit Owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- g. Suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- h. Declare the office of a member of the Board to be vacant in the event that such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- i. Authorize the Officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreement shall be as determined by the

Board to be in the best interests of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents); and

- j. Do all things and take all actions permitted to be taken by the Association by law, or the condominium organizational documents not specifically reserved thereby to others.

Section 13: DUTIES. It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of the Unit Owners, or any special meeting when such statement is requested in writing by Unit Owners representing one-half ($\frac{1}{2}$) or more of the voting power of Unit Owners;
- b. Supervise all Officers, agents and employees of the Association and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
 - (i) Fix the amount of assessments against each Unit;
 - (ii) Give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
 - (iii) Foreclose a lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- d. Issue, or to cause an appropriate representative to issue, at a reasonable charge, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- e. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- f. Cause all Officers or employees handling Association funds to be bonded;

- g. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- h. Cause the restrictions created by the Declaration to be enforced; and
- i. Take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

Section 14: ENUMERATION OF OFFICERS. The Officers of this Association shall be a President, Secretary, Treasurer and such other Officers as the Board may from time to time determine. The Officers shall be Owners, residents of the Condominium or representatives of the Declarant or the Developer and the same person may hold more than one office except the office of President and Secretary.

Section 15: SELECTION AND TERM. Except as otherwise specifically provided in the Declaration or by law, the Officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 16: SPECIAL APPOINTMENTS. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 17: RESIGNATION AND REMOVAL. Any Officer may be removed from office with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 18: DUTIES. The duties of the Officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the Officers shall be as follows:

- a. President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- b. Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate

current records showing the names of Unit Owners of the Association together with their addresses and shall act in the place instead of the President in the event of the President's absence or refusal to act.

- c. Treasurer. The Treasurer shall assume responsibility for the receipt of and deposit in appropriate bank accounts all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMON EXPENSES AND PROFITS AND LOSSES

Section 1: Common Expenses shall include fire and extended coverage insurance for the Common Areas; water and sewer service for the Common Areas; electricity for the Common Areas but not the Units; liability insurance as required by the Declaration, costs of administration, maintenance, repair, rehabilitation and replacement of Common Areas, and such other items as may from time to time be determined by a majority vote of the Unit Owners.

Section 2: The Board shall from time to time determine the financial requirements to defray the Common Expenses set forth in Section 1, Article VI, and make assessments to be paid by the Owner or Owners of each Unit each month to the Treasurer or a management organization designated by the Board for meeting such Common Expenses in accordance with each Unit Owner's respective percentage of interest in the Common Areas. In the event of the failure of a Unit Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner as provided in O.R.C. Section 5311.18.

Section 3: Common profits and losses, as defined by O.R.C. Section 5311.01, shall be distributed to and borne by the respective Unit Owners in proportion to his percentage of interest in Common Areas. Such common profits and losses, if any, shall be determined by the Board at the end of each year and profits may be distributed or retained as a reserve by a majority decision of the Board. Losses shall be recovered by assessments in accordance with Section 2, Article VI.

ARTICLE VII

ADMINISTRATIVE RULES AND REGULATIONS

Section 1: The Board may adopt administrative rules and regulations governing the operation and use of the Condominium Property not in conflict with the Declaration or these By-Laws.

ARTICLE VIII

NOTICES AND DEMANDS

Section 1: Any notice by the Board or by the Officers to a Unit Owner shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by first class mail, postage prepaid, addressed to him at the Unit Address and any notice by a Unit Owner to the Association shall be deemed to be duly given and any demand upon the Association shall be deemed to have been duly made, if in writing and delivered to an Officer of the Unit Owner's Association.

ARTICLE IX

REMEDIES FOR VIOLATION OF BY-LAWS, ETC.

Section 1: In the event of any default by any Unit Owner under the provisions of the Condominium Law, Declaration, By-Laws or Rules and Regulations of the Association, the Association and the Board shall have each and all of the rights and remedies which may be provided for in the Condominium Law, Declaration, By-Laws or said Rules and Regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner or for damages or injunction or specific performance or for judgment for payment of money and collection thereof or for any combination of remedies or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and reasonable attorney fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his respective share of the Common Expenses and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the Common Expenses upon the Unit of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the property. In the event of any such default by any Unit Owner, the

Association and the Board, and the managing agency if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time, from time to time, cumulatively or otherwise, by the Association.

ARTICLE X

AMENDMENT

Section 1: These By-Laws may be amended from time to time at an annual or special meeting of the Unit Owner's Association in accordance with the provisions set forth in the Declaration for amendment thereto.

ARTICLE XI

BINDING COVENANTS

Section 1: The provisions of the Declaration and these By-Laws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the property remains subject to the provisions of the Condominium Law and shall inure to the benefit of and to be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Law, the Declaration and the By-Laws.

ARTICLE XII

AUDIT

Section 1: The Board shall cause the preparation of an audited financial statement of the Association for the previous accounting year and shall furnish such statement to those requesting it, provided that no such statement needs to be furnished earlier than ninety (90) days following the end of such accounting year.

ARTICLE XIII

ACCOUNTING YEAR

Section 1: The accounting year of the Association shall be the calendar year.

ARTICLE XIV

INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section 1: A Trustee or an Officer shall not be liable to the Unit Owners for any mistake of judgment, or negligent act, except there shall be liability for a Trustee's or Officer's individual willful misconduct or bad faith. The Association shall indemnify Trustees and Officers, their heirs, executors and administrators, against all losses, costs and expenses, including attorney's fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Trustee or Officer, except as to matters as to which the Trustee or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of any settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated by the Association as a Common Expense. Nothing in this section shall be deemed to obligate the Association to indemnify any Unit Owner, who is or has been a Trustee or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Unit Owner as a Unit Owner rather than as a Trustee or Officer.

ARTICLE XV

GENERAL POWERS OF THE ASSOCIATION

Section 1: PAYMENTS FROM MAINTENANCE FUNDS. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for the following:

- a. Utility Service for Common Areas. Water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Areas;
- b. Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;
- c. Liability Insurance. A policy or policies insuring the Association, the Board, the Officers, and the Owners against any liability to the public or to the Owners (of Units and of the Common Areas, and their invitees, or tenants); incident to the ownership and/or use of the Common Areas and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;
- d. Other Insurance. A policy or policies providing contractual liability insurance, Trustees and Officers liability insurance, and such other insurance and/or fidelity bonds as the Board may determine;
- e. Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with any applicable laws;
- f. Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including a Publicity and/or Public Relations director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;
- g. Care of Common Areas. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decoration, repair and replacements of the Common Areas, (but not including the interior surfaces of the Units, and other areas which the Owner shall be obligated to paint, clean, decorate, maintain and repair in accordance with the terms of the Declaration), and such furnishings and equipment for the Common Areas as the Association shall determine are necessary and proper;

- h. Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law of which in its opinion shall be necessary or proper for the maintenance and operation of the Common Areas.
- 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 Condominium Property or against the Common Areas, rather than merely against the interest therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of 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 specially assessed to said Owners;
- j. Certain Maintenance of Units. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas, Limited 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 that the Association shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- k. Association's Right to Enter Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the management agent or his representatives or any other person designated by the Association may

enter the Unit immediately, whether the Owner is present or not.

1. Capital Assessments and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital addition and/or improvement (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of Ten Thousand Dollars (\$10,000.00) without, in each case, the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Unit Owners.

- m. Certain Utility Services to Units. The Association may pay from the maintenance fund for waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Association may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of the Association. The Association reserves the right to levy additional assessments against any Owner or reimburse it for excessive use, as shall be determined by the Board, the expense of which is charged to the maintenance fund.

Section 2: RULES AND REGULATIONS. As provided in Article VII hereof, the Board may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it 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 such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 3: NO ACTIVE BUSINESS TO BE CONDUCTED FOR PROFIT. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

Section 4: SPECIAL SERVICES. The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or occupants as they may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 5: DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

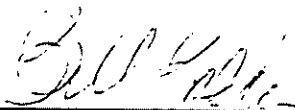
Section 6: BOOKS AND RECORDS. The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium Organizational Documents and the rules and regulations governing operation of the Condominium.

Section 7: APPLICABLE LAWS. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including, without limitation, O.R.C. Chapter 5311); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to Associations formed to administer property submitted to the condominium form of ownership, shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies. The defined terms used herein shall have the same meaning as in the Declaration.

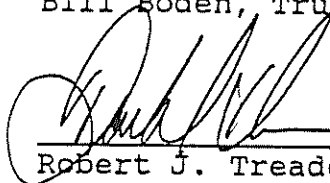
We, the undersigned Trustees of Overlook at Heatherwoode Condominium Association, an Ohio corporation not for profit, No. 978250 recorded on Roll 4191 at Frame 1297, of the records of incorporation and miscellaneous filings in the Office of the Secretary of State of Ohio, do hereby approve the adoption of the foregoing By-Laws, Declaration and regulations for the government of said corporation.



Nicholas Bauer, Trustee



Bill Boden, Trustee



Robert J. Treadon, Trustee

Cincinnati, Ohio

August 15, 1994

#133000

This instrument was prepared by Stephen R. Hunt, Esq., ARONOFF, ROSEN & STOCKDALE, 1600 Star Bank Center, 425 Walnut Street, Cincinnati, Ohio 45202-3954 (513) 241-0400.

EXHIBIT "G"

CONSENT OF MORTGAGEE

The undersigned, AmeriFirst Bank, is the holder of a Five Hundred Fifty Five Thousand One Hundred Seventy Eight Dollar (\$555,178.00) Open-End Mortgage encumbering the real estate described in the foregoing Declaration for Overlook Condominiums at Heatherwoode, from Springboro Land Company Limited Partnership, an Ohio limited partnership, as recorded in Official Record Volume 923, Page 152, of the Recorder's Records of Warren County, Ohio.

AmeriFirst Bank hereby consents to the execution and delivery of the Declaration, together with the Exhibits thereto, and consents to the filing thereof in the office of the Recorder of Warren County, Ohio. AmeriFirst Bank hereby subjects and subordinates the above described Mortgage on said real estate to the provisions of the foregoing Declaration with all Exhibits attached thereto, provided, however, that such consent shall not be construed to subordinate AmeriFirst Bank's first mortgage lien on the units in the condominium.

IN WITNESS WHEREOF, AmeriFirst Bank has caused the execution of this Consent of Mortgagee, this 5th day of October, 1994, by its duly authorized officers.

Signed and acknowledged
in the presence of:

AMERIFIRST BANK

Jeffrey A. Benton
Name: Jeffrey A. Benton

By: [Signature]
David M. Macken, Sr. Vice President

Dennis W. Evans
Name: DENNIS W. EVANS

By: [Signature]
Gary Herkleroad, Vice President

STATE OF OHIO)
) SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 6th day of October, 1994, by David M^e Macken, the Senior Vice President and Gary Herkleroad, the 1st Vice President of AmeriFirst Bank, on behalf of said corporation!



BOOK 1087 PAGE 721

Jeffrey A. Benton
NOTARY PUBLIC
My Commission Expires: 5-5-97

JEFFREY A. BENTON, Notary Public
in and for the State of Ohio
My Commission Expires May 5, 1997

61773

RECEIVED & RECORDED
BETH DEGIARD
WARREN CO. RECORDER

95 MAR 23 PM 1:00

O.R. VOL 1027

PAGE 641 FEE 330

3300 *Warren Co. Recorder*

BOOK 1087 PAGE 722

05662

AMENDMENT NUMBER ONE
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE II

This will certify that copies of Amendment Number One to the Declaration of Overlook Condominiums at Heatherwoode, together with the attached exhibits have been filed in the office of the County Auditor, Warren County, Ohio this 21 day of June, 1996.

WARREN COUNTY AUDITOR

By: Mich Nelson

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
1600 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

AMENDMENT NUMBER ONE
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE

PHASE II

This Amendment to Declaration is made this 1st day of April, 1996 by Springboro Land Company Limited Partnership, an Ohio limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, on the 23rd day of March, 1995, there was filed with the Recorder of Warren County, Ohio the Declaration for Overlook Condominiums at Heatherwoode ("Declaration") which was recorded in Official Record Volume 1087, Page 641 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, in accordance with the provisions of Article XV of the Declaration and the provisions of Ohio Revised Code, Chapter 5311 as such chapter has been amended, the Declarant desires to amend the Declaration in order to provide for the expansion of the Condominium; and

WHEREAS, in accordance with the provisions of Section 18.11 of the Declaration and the provisions of Ohio Revised Code, Section 5311.04, the Declarant and the undersigned Unit Owners owning 100% of the Units in the Condominium desire to amend the Declaration in order to make certain fundamental changes in the Declaration and in order to permit an additional type of Unit which may be constructed in the Condominium.

NOW, THEREFORE, Declarant and the undersigned Unit Owners hereby declare:

1. Declarant is the owner of the land described in the attached Exhibit "A-1" together with all of the buildings and improvements located thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing therein and is hereby submitting them to the provisions of Ohio Revised Code, Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of, the Condominium Property. The real estate described in the attached Exhibit "A-1" is a portion of the real estate described in Exhibit "E" of the original Declaration.

2. The Declaration is hereby amended by including as part of the Condominium Property the additional Unit Numbers 8 and 9 as set forth in the plat and drawings attached hereto as Exhibit "B-1" and designated

"Overlook Condominiums at Heatherwoode, Phase II". The total number of Units is hereby amended, increasing the number of Units from 7 to 9.

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

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

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

3. The Declaration is hereby amended so as to reflect the revised percentage of interest of the Unit Owners in the Common Areas in accordance with the table attached hereto as Exhibit "C-1" and to reflect the additional Unit which may be constructed in the Condominium.

4. That Section 1.05 of the Declaration is hereby amended by deleting the word "carport" from Subparagraph (b) ii of such Section.

5. That the Declaration is hereby amended by deleting Sections 1.14, 2.06, 2.07, 2.08 and 11.03 in their entirety and inserting in their place the following:

"Section 1.14: Limited Common Areas" shall mean those Common Areas designated as Limited Common Areas in this Declaration and/or on the plat and drawings, and serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the Owners of such Units, and is that portion of the Condominium Property constituting "Limited Common Areas and facilities" of the Condominium under the Condominium Law. Limited Common Areas shall include, without limitation, porches, decks, patios, storage closets, air conditioning pads, carports and garages."

"Section 2.06: Description of Units. Each Plat and Drawing shall describe each Unit located thereon by exhibit, the type of construction, approximate area and other data necessary for the proper identification of each Unit, which identification shall graphically be shown by example.

Each Unit shall have a designated street address number. The individual Units shall be designated as shown on Exhibit "C". Each Unit has a direct exit to a Common Area leading to a public street as shown on Exhibit "B".

All Units consist of a two (2) or three (3) bedroom structure with or without a basement. Units shall be located on the first, or second floor of a building. Future phases of the development,

if constructed, shall include buildings containing two (2) to eleven (11). Each Unit consists of that part of the building which lies within the boundaries of the Unit, exclusive of interior load-bearing walls and pillars, and any pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve more than one Unit. The vertical boundaries of each Unit are as set forth in Exhibit "B" (the Plat and Drawings). Where bounded by a wall separating the Unit from a Common Area or another Unit, such boundary shall be the unfinished interior surfaces of the Unit's perimeter walls. Windows and doors in the perimeter walls of a Unit are part of a Unit. Horizontal boundaries of each Unit shall be the unfinished surface of the top of the floor and the unfinished surface of the bottom on the ceiling line as shown on Exhibit "B".

The Condominium, if additional Units are annexed pursuant to Article XV, shall consist of up to seven (7) different types of Units. The Unit designations and a description of the various Units are as follows:

<u>UNIT TYPE</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE SQ. FT. OF UNIT (EXCLUDING GARAGE)</u>	<u>PAR VALUE OF UNIT</u>
Augusta	Two story unit with living room, dining room, kitchen, bedroom, a full bath, half bath and laundry room on the first floor, and a bedroom, a loft and full bath on the second floor. The unit includes a two car attached garage which shall be a limited common area.	1630	1150
Broadmoor	Two story townhome style unit with a living room, dining room, kitchen, and half bath on first floor, and two bedrooms and two full baths and laundry room on second floor. The unit includes a one car attached garage which shall be a limited common area.	1420	1000
Greenbriar	One story ranch style unit with living, room, dining room, kitchen, two bedrooms	1450	1000

and two full baths, study (optional bedroom) and laundry room. The unit includes a one car attached garage which shall be a limited common area.

Greenbriar II	One story ranch style unit with living, room, dining room, kitchen, two bedrooms and two full baths, study (optional bedroom) and laundry room. The unit includes a one car attached garage which shall be a limited common area.	1750	1150
Muirfield	One story ranch style unit with a living room, dining room, kitchen, two bedrooms, two full baths and laundry room. The unit includes a one car detached garage which shall be a limited common area.	1260	900
Oakmont	Two story townhome style unit with living room, dining room, kitchen, laundry and half-bath on the first floor and two bedrooms and one full bath on the second floor. The unit includes a one car detached garage which shall be a limited common area.	1260	900
Pinehurst	Two story townhome style unit with living room, dining room, kitchen and half bath on first floor and three bedrooms and two full baths and laundry room on the second floor. The unit includes a one car detached garage which shall be a limited common area.	1400	1000

The one (1) residential building in the first phase shall contain seven (7) Units. The one (1) residential building in the second phase shall contain two (2) Units. A basement may be available as an option in certain Units. Principal materials of

construction consist of a poured concrete foundation and exterior walls of glass, brick facing, wood, aluminum and/or vinyl siding and a roof of sealed down shingles."

"Section 2.07: Ownership of Common Areas. The Common Areas comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners as tenants in common and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas shall be maintainable, except as specifically provided in O.R.C. Section 5311.14, nor may any Unit Owner otherwise waive or release any right in the Common Areas; provided, that, if any Unit is owned by two or more co-Owners, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit Ownership as between such co-Owners.

The percentage of interest in the Common Areas owned by each Unit Owner as determined by Declarant in accordance with the provisions of O.R.C. Chapter 5311, is set forth in Exhibit "C". Said percentage of interest as set forth thereon is determined by the proportion that the par value of said Unit bears to the aggregate par value of all Units having an interest in the Common Areas. It is anticipated by the Declarant that additional property containing additional Units may be annexed to the Condominium Property as provided in Article XV. A description of the additional Units that may be added to the Condominium property is set forth in Section 2.06. The par value that shall be assigned to the additional Units, as well as the number of votes for such Units, is set forth on Exhibit "C". The par value is based on the respective value of the Units as determined by the Declarant. The par value does not necessarily reflect or relate in any way to the sale price or fair market value of any Unit, and no opinion, appraisal or market transaction at a different figure shall affect the par value of any Unit. The percentage of interest shall remain constant and shall not be changed except by an amendment pursuant to Article XV or XVIII.

Certain sections of the development may include carports which shall be a Limited Common Area. In such event, Unit Owners shall be permitted to purchase on a "first come, first served" basis the perpetual right to use a carport until all such carports have been sold. Unit Owners who purchase the right to use a carport shall be permitted to transfer such right of use to another Unit Owner. Any Unit Owner that has such right of use for a carport shall pay a special carport assessment as provided in Section 11.03."

"Section 2.08: Limited Common Areas. The Condominium shall have Limited Common Areas for the benefit of certain Units as shown on the Plat and Drawings or as set forth in this Declaration. The Limited Common Areas shall include facilities and structures that are not part of a Unit, such as porches, decks, storage closets, patios, air conditioning pads, carports and garages. Limited Common

Areas are set forth in the Plat and Drawings which are attached hereto as Exhibit "B".

"Section 11.03: Special Individual Unit Assessments; Carport Assessment. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner). Any such assessment shall become due and payable on such date as the Board determines and gives written notice to the Unit Owner subject thereto.

Any Unit Owner who purchases the right to use a carport shall pay a special carport maintenance assessment which shall be based on such Unit Owner's proportionate share of the budgeted expenses incurred by the Association to maintain the carports, plus an amount for a carport reserve fund, as computed by the Board. The Board shall determine the procedure for the payment of such special carport assessment."

6. This Amendment is made pursuant to the authority granted by Articles XV of the Declaration providing for the amendment of the Declaration and the annexation of additional property and Units and pursuant to the authority granted by Section 18.11 of the Declaration providing for the amendment of the Declaration by the Unit Owners. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

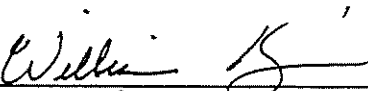
IN WITNESS WHEREOF, the undersigned, Springboro Land Company Limited Partnership an Ohio limited partnership, the Declarant herein by its duly authorized officer and the undersigned Unit Owners owning 100% of the Units in the Condominium, have caused this instrument to be duly executed as of the day and year first above written.

Signed and acknowledged
in the presence of:


04-13-476-024 (HCH)
DECLARANT AND OWNER OF UNIT NO. 3

SPRINGBORO LAND COMPANY
LIMITED PARTNERSHIP, an Ohio
limited partnership

By: Chatham Homes, Inc., an Ohio
corporation, general partner


Name: William King

By: 
Nicholas C. Bauer, President


Name: G. J. Ricot, Jr.

J.A. Thornton
Name: J.A. THORNTON

G.J. Rigot, Jr.
Name: G.J. Rigot, Jr.

J.A. Thornton
Name: J.A. THORNTON

G.J. Rigot, Jr.
Name: G.J. Rigot, Jr.

G.J. Rigot, Jr.
Name: G.J. Rigot, Jr.

J.A. Thornton
Name: J.A. THORNTON

G.J. Rigot, Jr.
Name: G.J. Rigot, Jr.

Kim Snyder
Name: Kim Snyder

Violet J. Askins
Name: VIOLET J. ASKINS

G.J. Rigot, Jr.
Name: G.J. Rigot, Jr.

04-13-476-022 (HCH)
UNIT OWNER OF UNIT NO. 1

James T. Allen
James T. Allen

Rosamond Jean Allen
Rosamond Jean Allen

04-13-476-023 (HCH)
UNIT OWNER OF UNIT NO. 2

Steven D. Heitz
Steven D. Heitz

04-13-476-025 (HCH)
UNIT OWNER OF UNIT NO. 4

Aaron B. Rourke
Aaron B. Rourke

04-13-476-026 (HCH)
UNIT OWNER OF UNIT NO. 5

James A. Reese
James A. Reese

Badonna A. Reese
Badonna A. Reese,

04-13-476-027 (HCH)
UNIT OWNER OF UNIT NO. 6

Darrell D. Thompson
Darrell D. Thompson

04-13-476-028 (HCH)

UNIT OWNER OF UNIT NO. 7

Heath Whaley

Name: Heath Whaley

Harold C. Teter

Harold C. Teter

G. T. Rigot, Jr.

Name: G. T. Rigot, Jr.

STATE OF OHIO :
COUNTY OF Hamilton : SS:
:

The foregoing instrument was acknowledged before me this 12th day of April, 1996, by Nicholas C. Bauer, President of Chatham Homes, Inc., an Ohio corporation, general partner of Springboro Land Company Limited Partnership, an Ohio limited partnership, on behalf of said limited partnership.

Sheri Vee Draffen
Notary Public

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1999

STATE OF OHIO :
COUNTY OF Warren : SS.
:

The foregoing instrument was acknowledged before me this 7th day of March, 1996, by James T. Allen and Rosamond Jean Allen, husband and wife.

G. T. Rigot, Jr.
NOTARY PUBLIC

My Commission Expires Nov. 28, 2000

STATE OF OHIO :
COUNTY OF Warren : SS.
:

The foregoing instrument was acknowledged before me this 7th day of March, 1996, by Steven D. Heitz.

G. T. Rigot, Jr.
NOTARY PUBLIC

My Commission Expires Nov. 28, 2000

STATE OF OHIO :
COUNTY OF WARREN : SS.
:

The foregoing instrument was acknowledged before me this 7th day of MARCH, 1996, by Aaron B. Rourke.

[Signature]
NOTARY PUBLIC
My Commission Expires Nov. 28, 2000

STATE OF OHIO :
COUNTY OF Warren : SS.
:

The foregoing instrument was acknowledged before me this 19th day of March, 1996, by James A. Reese and Badonna A. Reese, husband and wife.

[Signature]
NOTARY PUBLIC
My Commission Expires Nov. 28, 2000

STATE OF OHIO :
COUNTY OF Montgomery : SS.
:

The foregoing instrument was acknowledged before me this 25th day of March, 1996, by Darrell D. Thompson.

[Signature]
NOTARY PUBLIC
My Commission Expires Nov. 28, 2000

STATE OF OHIO :
COUNTY OF WARREN : SS.
:

The foregoing instrument was acknowledged before me this 25th day of MARCH, 1996, by Harold C. Teter.

[Signature]
NOTARY PUBLIC
My Commission Expires Nov. 28, 2000



JUNE 4, 1996

**LEGAL DESCRIPTION
0.308 ACRES
PHASE TWO
OVERLOOK CONDOMINIUMS AT HEATHERWOODE**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE WITH THE SOUTH LINE OF SAID CLEARCREEK VIEWS SUBDIVISION, SOUTH 89-25-19 EAST, 480.88 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, SOUTH 00-15-22 WEST, 295.52 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING SOUTH 00-15-22 WEST, 125.86 FEET TO A POINT; THENCE NORTH 60-40-20 WEST, 152.73 FEET TO A POINT; THENCE NORTH 29-26-34 EAST, 110.00 FEET TO A POINT; THENCE SOUTH 60-40-20 EAST, 91.35 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.308 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Old # 04-13-476-031	1.797	New 04-13-476-032	UNIT 8
04-13-476-030	1.959	New 04-13-476-033	UNIT 9
		New 04-13-476-034	Common AREA

Rem # 04-13-476-035 1.674
 Rem # 04-13-476-036 1.774

FILE:93-0799.L14

BOOK 1241 PAGE 11

THE UNDERSIGNED BEING A LICENSED SURVEYOR AND ENGINEER HAS FOR THE PURPOSE OF SHOWING THE LOCATION OF THESE UNITS...

DATE OF PLAN: 2/15/98
 COUNTY OF: Warren, Ohio

BY: *James W. Hill*
 JAMES W. HILL
 LICENSE NO. 12345
 SURVEYOR

FOR: *Overlook Condominiums*
 OVERLOOK CONDOMINIUMS
 AT HEATHERWOOD

WITNESSES:
John A. Smith
 JOHN A. SMITH
 LICENSE NO. 67890
 SURVEYOR

RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO, BOOK 1241, PAGE 12.

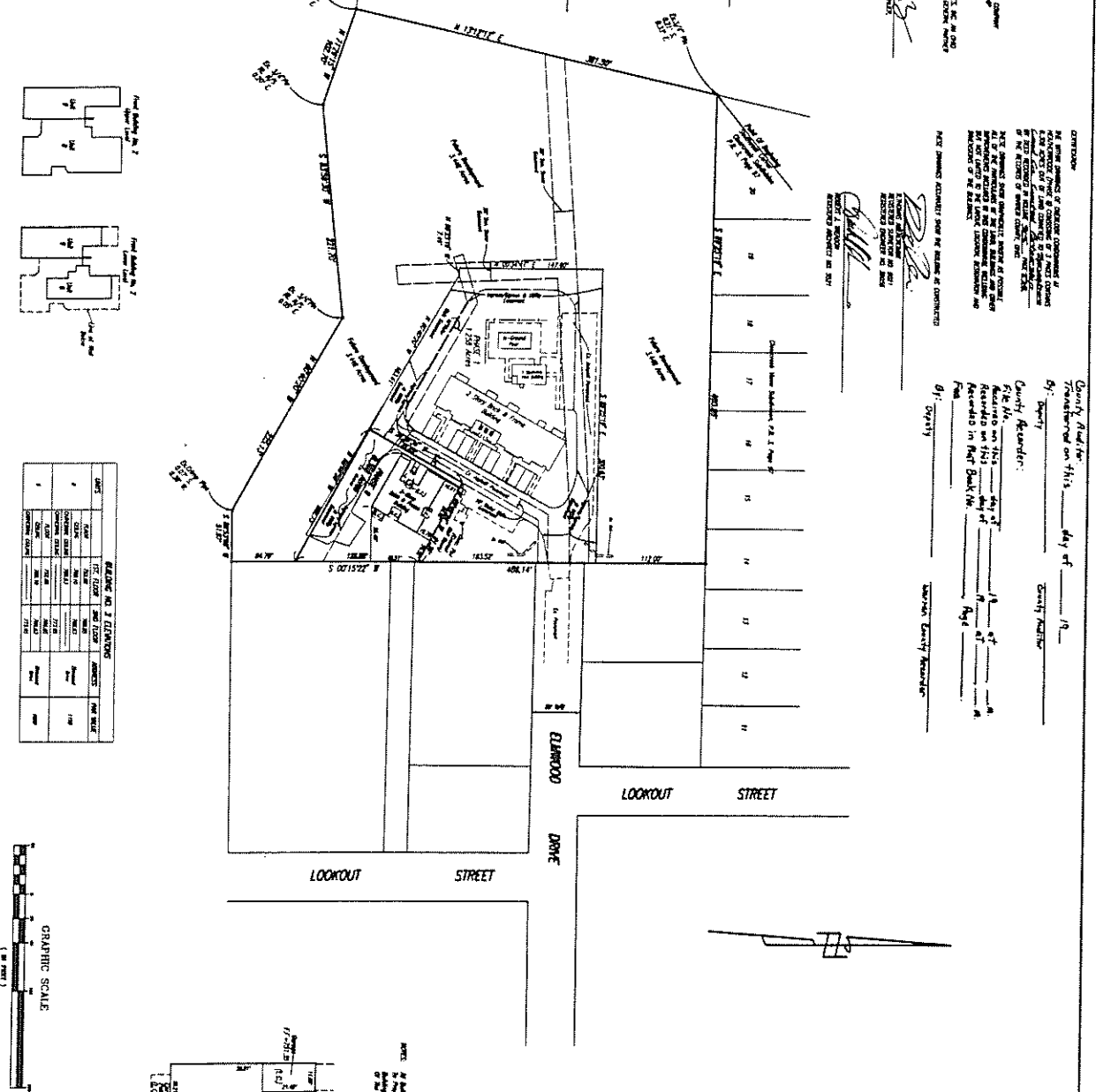


EXHIBIT B-1
PHASE II
OVERLOOK CONDOMINIUMS
AT HEATHERWOOD

CONDOMINIUM PLAN
 PHASE II
 SECTION 13, TOWN 2, RANGE 5 N
 CLEARCREEK TOWNSHIP
 CITY OF SPRINGBORO, WARREN COUNTY, OHIO

DATE: 2/15/98
 BY: J.W.H.
 SCALE: 1" = 50'

OVERLOOK CONDOMINIUMS AT HEATHERWOOD

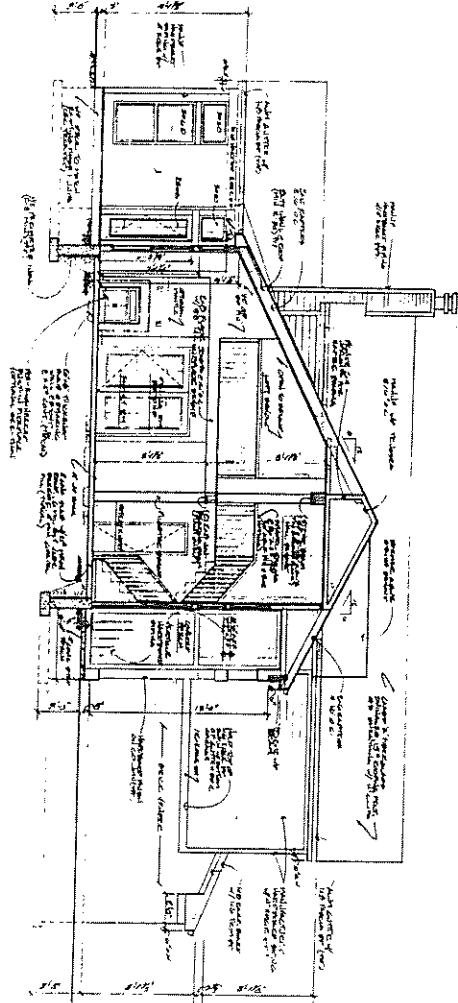
Abercrombie & Associates, Inc.
 Civil Engineers/Surveyors
 3988 Coleridge Ave. • Cincinnati, Ohio 45238
 (513) 565-5757

WARREN COUNTY
 PUBLIC RECORDS
 RECEIVED

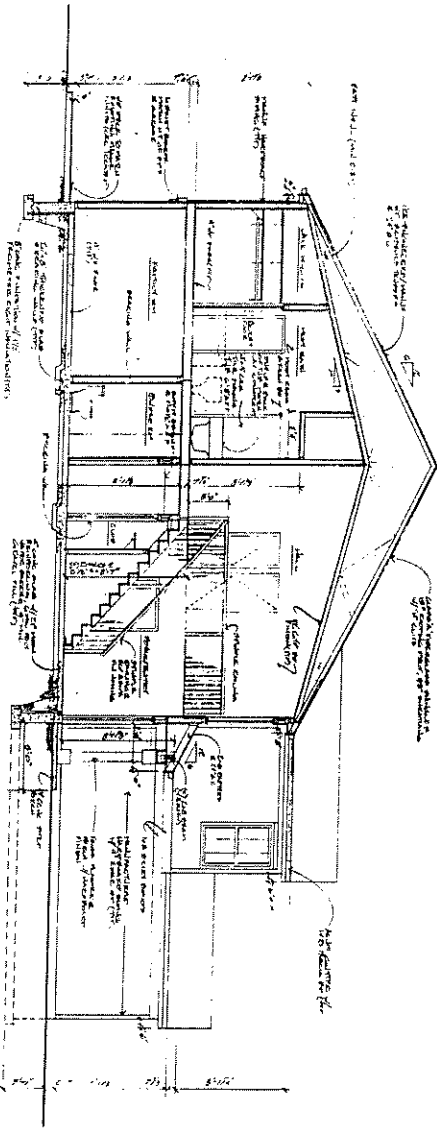
WARREN COUNTY
 PUBLIC RECORDS
 RECEIVED

NOTE: ALL HORIZONTAL MEASUREMENTS ARE TO THE UNFINISHED SURFACE OF THE UNITS PERMITS IN THIS DRAWING. VERTICAL MEASUREMENTS ARE FROM THE FINISHED SURFACE OF THE TOP OF FOOTING TO THE FINISH.

PHASE II



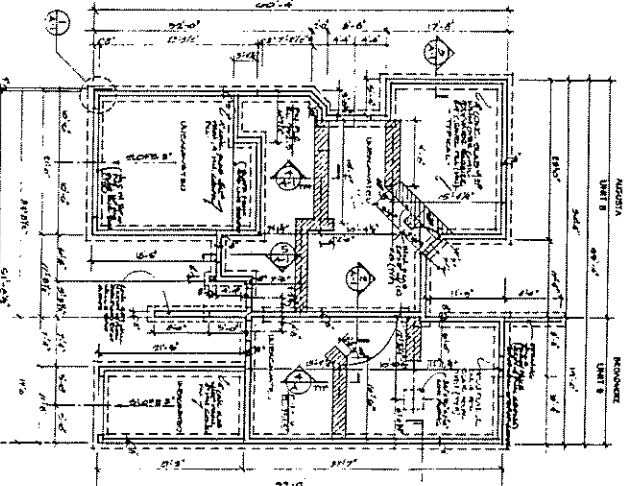
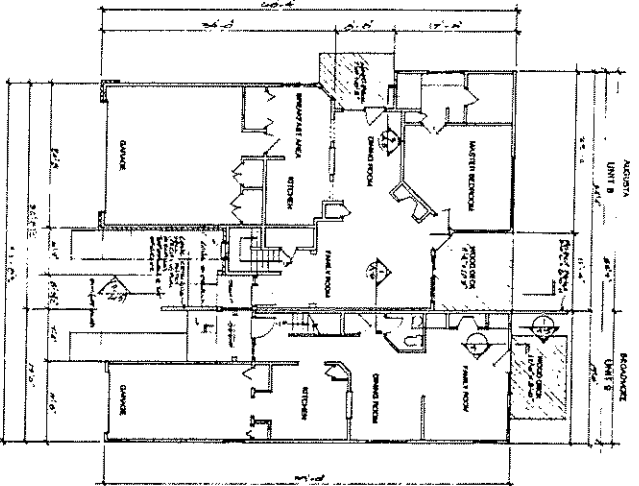
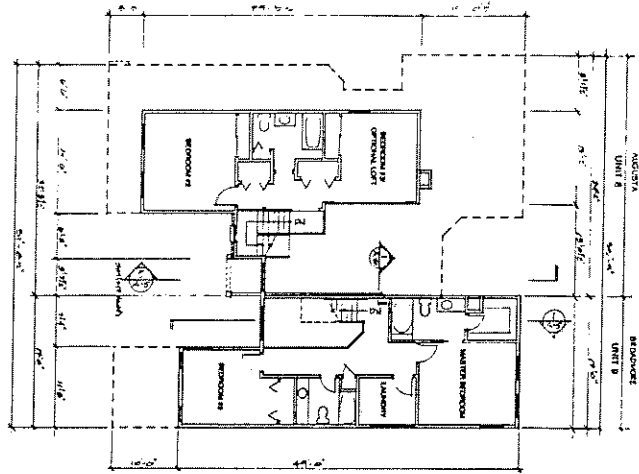
BUILDING SECTION 2
SCALE: 1/8" = 1'-0"
TYPE: AUGUST 13
SHEET 8



BUILDING SECTION 1
SCALE: 1/8" = 1'-0"
TYPE: BR042409E
SHEET 9

SECTION 1
SECTION 2

Date	OVERLOOK CONDOMINIUMS AT HEATHERWOODE ELMWOOD DRIVE SPRINGBORO, OHIO	Robert Treadon & Associates Architects 612 First National Bank Building Hamilton Ohio 45011 513/863-7162		Rev	Date	Description
Drawing No						
3 of 3						



NOTE: ALL DIMENSIONAL REQUIREMENTS ARE TO THE UNFINISHED SURFACE OF THE UNITS PERMITTED BY THE LOCAL JURISDICTIONS OF EACH UNIT AND FROM THE SURFACE DIMENSIONS OF EACH UNIT TO THE FLOOR TO THE FINISHED SURFACE OF THE BOTTOM OF THE CEILING.

PHASE II

Date	OVERLOOK CONDOMINIUMS AT HEATHERWOODE <small>ELMWOOD DRIVE SPRINGBORO, OHIO</small>	Robert Treadon & Associates Architects 612 First National Bank Building Hamilton Ohio 45011 513/863-7162		Rev	Date	Description
Drawing No.						
2 of 3						

PROPOSED FUTURE DEVELOPMENT

<u>MODEL</u>	<u>PAR VALUE</u>	<u># OF VOTES</u>
Augusta	1150	1
Broadmoor	1000	1
Greenbriar	1000	1
Greenbriar II	1150	1
Muirfield	900	1
Oakmont	900	1
Pinehurst	1000	1

0566Z

RECEIVED & RECORDED
BETH DECKARD
WARREN CO RECORDER

96 JUN 21 AM 10:12

O.R. VOL 1241

PAGE 01 FEE 70

WARREN COUNTY, OHIO

70⁰⁰ EV Aronoff Rosen & Hunt

EXHIBIT "C-1"

CONDOMINIUM DATA SHEET

<u>UNIT #</u>	<u>UNIT TYPE</u>	<u>UNIT ADDRESS</u>	<u>PAR VALUE OF UNIT</u>	<u>% INTEREST IN COMMON AREAS</u>	<u>VOTES</u>
1	Pinehurst	333 Elmwood Drive Springboro, OH 45066	1000	11.6%	1
2	Oakmont	329 Elmwood Drive Springboro, OH 45066	900	10.4%	1
3	Muirfield	321 Elmwood Drive Springboro, OH 45066	900	10.4%	1
4	Muirfield	325 Elmwood Drive Springboro, OH 45066	900	10.4%	1
5	Muirfield	313 Elmwood Drive Springboro, OH 45066	900	10.4%	1
6	Muirfield	317 Elmwood Drive Springboro, OH 45066	900	10.4%	1
7	Pinehurst	309 Elmwood Drive Springboro, OH 45066	1000	11.6%	1
8	Augusta	<u>320</u> Elmwood Drive Springboro, OH 45066	1150	13.2%	1
9	Broadmoor	<u>308</u> Elmwood Drive Springboro, OH 45066	<u>1000</u>	<u>11.6%</u>	<u>1</u>
TOTAL			8,650	100%	9

As set forth on the condominium plat and drawings ("Exhibit "B") each condominium unit includes a garage which is designated as a limited common area by virtue of the designation "L.C." followed by the unit number to which such garage is appurtenant.

AMENDMENT NUMBER TWO
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE III

This will certify that copies of Amendment Number Two to the Declaration of Overlook Condominiums at Heatherwoode, together with the attached exhibits have been filed in the office of the County Auditor, Warren County, Ohio this 13 day of March, 1997.

WARREN COUNTY AUDITOR

By: Rich Nelson DE

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

BOOK 1338 PAGE 44

**AMENDMENT NUMBER TWO
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE**

PHASE III

This Amendment to Declaration is made this 12th day of March, 1997 by Springboro Land Company Limited Partnership, an Ohio limited partnership, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, on the 23rd day of March, 1995, there was filed with the Recorder of Warren County, Ohio the Declaration for Overlook Condominiums at Heatherwoode ("Declaration") which was recorded in Official Record Volume 1087, Page 641 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 21st day of June, 1996, there was filed with the Recorder of Warren County, Ohio Amendment Number One to the Declaration which was recorded in Official Record Volume 1241, Page 1 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, in accordance with the provisions of Article XV of the Declaration and the provisions of Ohio Revised Code, Chapter 5311 as such chapter has been amended, the Declarant desires to amend the Declaration in order to provide for the expansion of the Condominium;

NOW, THEREFORE, Declarant hereby declares:

1. Declarant is the owner of the land described in the attached Exhibit "A-2" together with all of the buildings and improvements located thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing therein and is hereby submitting them to the provisions of Ohio Revised Code, Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of, the Condominium Property. The real estate described in the attached Exhibit "A-2" is a portion of the real estate described in Exhibit "E" of the original Declaration.

2. The Declaration is hereby amended by including as part of the Condominium Property the additional Unit Numbers 10, 11, 12, 13, 14, 15, 16 and 17 as set forth in the plat and drawings attached hereto as Exhibit "B-2" and designated "Overlook Condominiums at Heatherwoode, Phase III". The total number of Units is hereby amended, increasing the number of Units from 9 to 17.

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

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

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

3. The Declaration is hereby amended so as to reflect the revised percentage of interest of the Unit Owners in the Common Areas in accordance with the table attached hereto as Exhibit "C-2".

4. This Amendment is made pursuant to the authority granted by Articles XV of the Declaration providing for the amendment of the Declaration and the annexation of additional property and Units. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

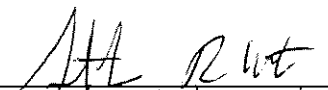
IN WITNESS WHEREOF, the undersigned, Springboro Land Company Limited Partnership an Ohio limited partnership, the Declarant herein by its duly authorized officer has caused this instrument to be duly executed as of the day and year first above written.


Signed and acknowledged
in the presence of:


DECLARANT:

**SPRINGBORO LAND COMPANY
LIMITED PARTNERSHIP, an Ohio
limited partnership**

**By: Chatham Homes, Inc., an Ohio corporation,
general partner**


Name: Stephen R. Hut

By: 
Nicholas C. Bauer, President

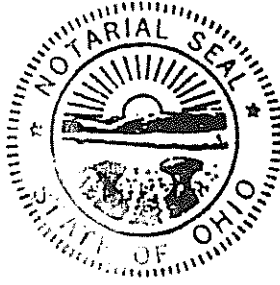

Name: NANCY R. SCHNEIDER

STATE OF OHIO :
 : SS:
COUNTY OF Hamilton :

The foregoing instrument was acknowledged before me this 12th day of March, 1997, by Nicholas C. Bauer, President of Chatham Homes, Inc., an Ohio corporation, general partner of Springboro Land Company Limited Partnership, an Ohio limited partnership, on behalf of said limited partnership.



Notary Public



STEPHEN R. HUNT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

BOOK 1338 PAGE 47



**Abercrombie
& Associates, Inc.**
Civil Engineers/Surveyors

Pt. 04-13-476-035 0.083 AC.
Pt. 04-13-476-036 0.550 AC. MARCH 6, 1997

**LEGAL DESCRIPTION
0.633 ACRES
PHASE III
OVERLOOK CONDOMINIUMS AT HEATHERWOODE**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE WITH THE SOUTH LINE OF SAID CLEARCREEK VIEWS SUBDIVISION, SOUTH 89-25-19 EAST, 480.88 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, SOUTH 00-15-22 WEST, 421.38 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING SOUTH 00-15-22 WEST, 64.76 FEET TO A POINT; THENCE SOUTH 89-53-00 WEST, 51.67 FEET TO A POINT; THENCE NORTH 60-40-20 WEST, 225.13 FEET TO A POINT; THENCE SOUTH 83-59-30 WEST, 46.50 FEET TO A POINT; THENCE NORTH 00-34-41 EAST, 124.21 FEET TO A POINT; THENCE SOUTH 60-40-20 EAST, 336.34 FEET TO THE REAL PLACE OF BEGINNING.

THUS CONTAINING 0.633 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

FILE:93-0799.L15

BOOK 1338 PAGE 48

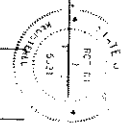


DATE OF PLAN
 DATE OF REVISION
 COUNTY OF HEATHWOOD, OH

THE ENGINEER HAS REVIEWED THE INFORMATION SUBMITTED BY THE APPLICANT AND HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE OHIO CONDOMINIUM ACT, CHAPTER 530, AND THE OHIO CONDOMINIUM REGULATIONS, CHAPTER 530-1-1, AND HAS THEREFORE APPROVED THE SAME FOR RECORD.

APPROVED AND FORWARDED:
 H. Hoggard
 REGISTERED PROFESSIONAL ENGINEER
 NO. 10000
 STATE OF OHIO

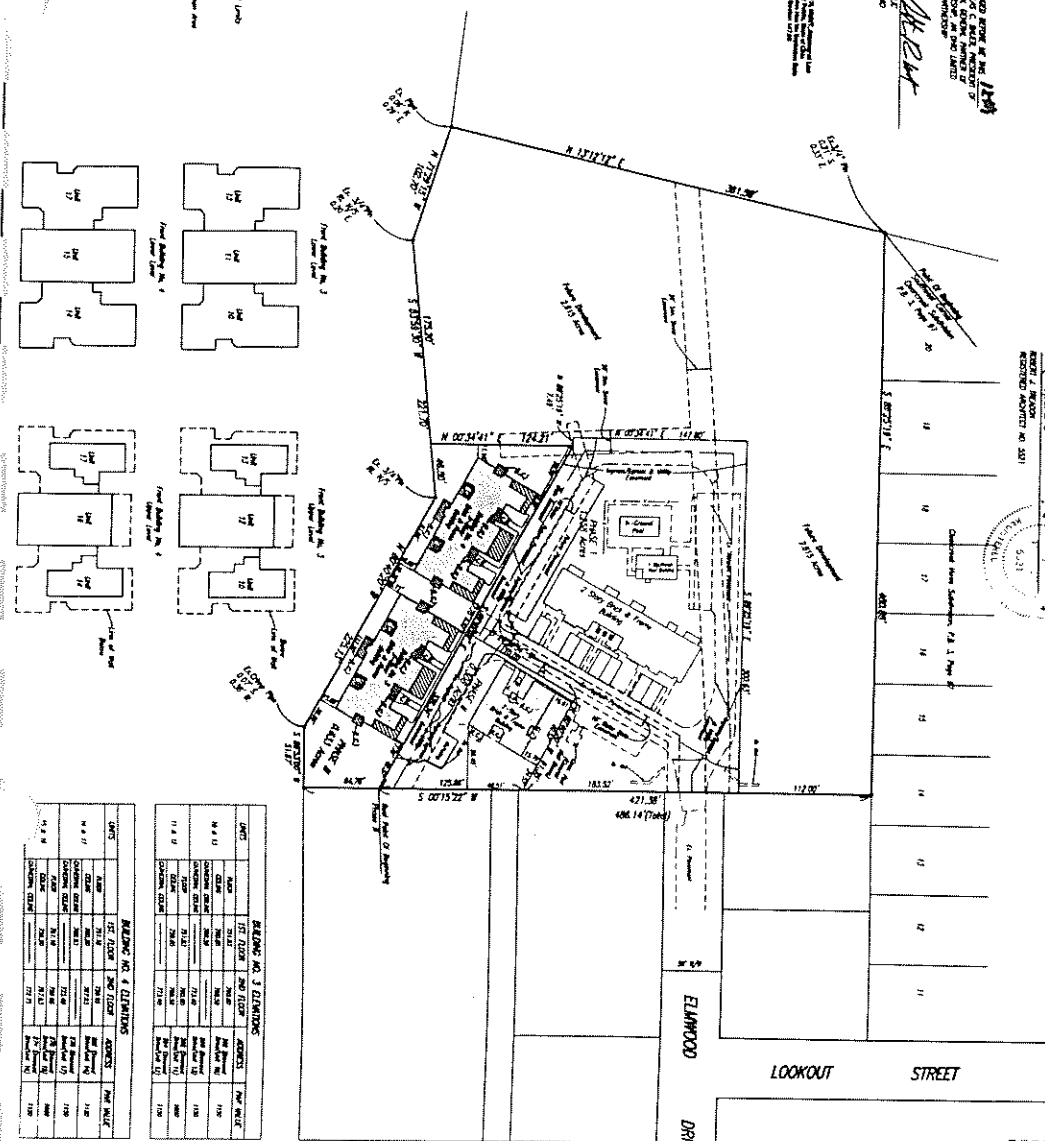
RECORDING INFORMATION
 RECORDED IN BOOK 1338 PAGE 49
 RECORDED IN BOOK 1338 PAGE 49



COUNTY ALTERNATIVE
 COUNTY ALTERNATIVE
 COUNTY ALTERNATIVE

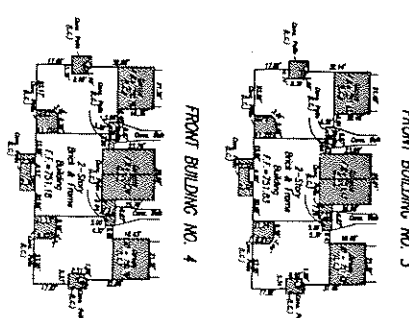
LEGEND

[Symbol]	Existing Lot Lines
[Symbol]	Proposed Lot Lines
[Symbol]	Proposed Common Area
[Symbol]	Proposed Common Area

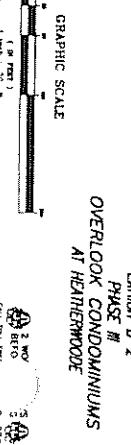
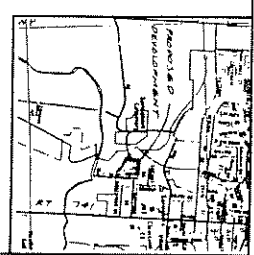


MEASUREMENTS OF DIMENSIONS

LINE	DESCRIPTION	LENGTH	BEARING	AREA
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
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31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50



NOTES:
 1. Building Dimensions are as per the above.
 2. All Building Lines Shown are to the Outside of the Foundation Walls.



Ao Abercrombie & Associates, Inc.
 Civil Engineers/Surveyors
 1117 Campbell Road, Cincinnati, Ohio 45211-1501
 (513) 585-4344

CONDOMINIUM PLAN
 PHASE #
 SECTION 13, TOWN 2, E. RANGE 5 N
 CLEARCREEK TOWNSHIP
 CITY OF SPRINGBORO, WARREN COUNTY, OHIO

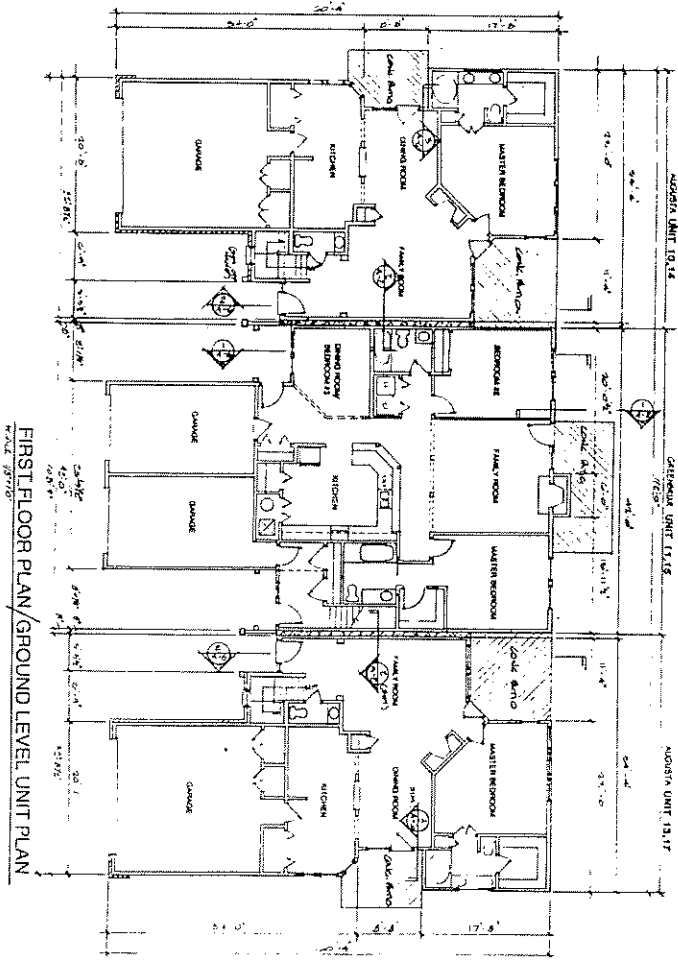
J-6-97
 H. Hoggard
 1" = 50'

OVERLOOK
 CONDOMINIUMS
 AT
 HEATHERWOOD

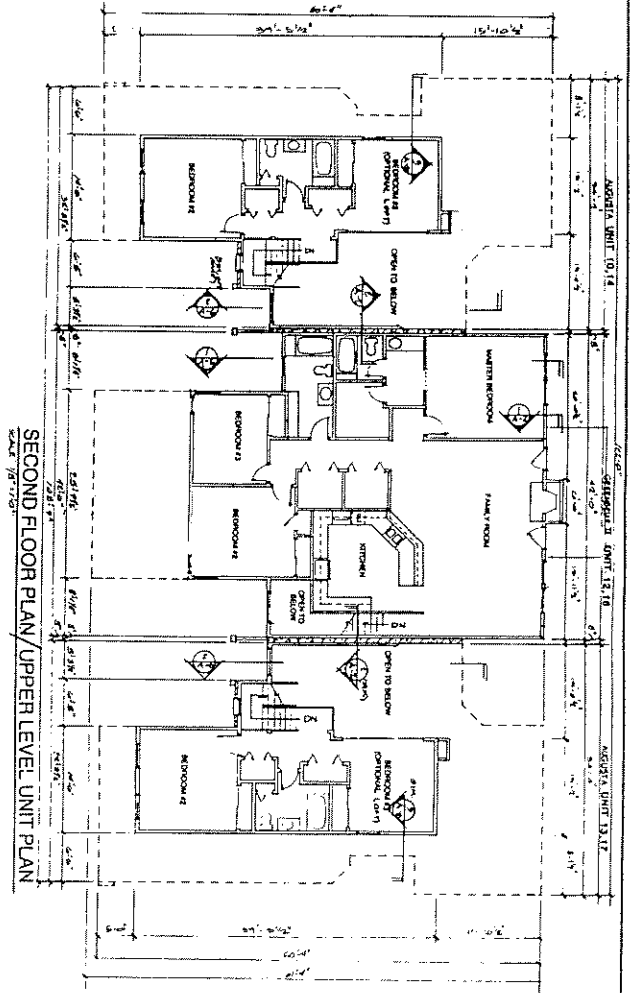
SEAL OF OHIO
 SEAL OF WARREN COUNTY
 6021

NOTE: ALL HORIZONTAL MEASUREMENTS ARE TO THE UNFINISHED SURFACE OF THE UNIT'S PERIMETER UNLESS OTHERWISE NOTED. VERTICAL MEASUREMENTS ARE FROM THE FINISHED SURFACE OF THE TOP OF THE FLOOR TO THE UNFINISHED SURFACE OF THE TOP OF THE CEILING OR THE FINISHED SURFACE OF THE BOTTOM OF THE CEILING.

PHASE III



FIRST FLOOR PLAN/GROUND LEVEL UNIT PLAN
SCALE 1/8" = 1'-0"

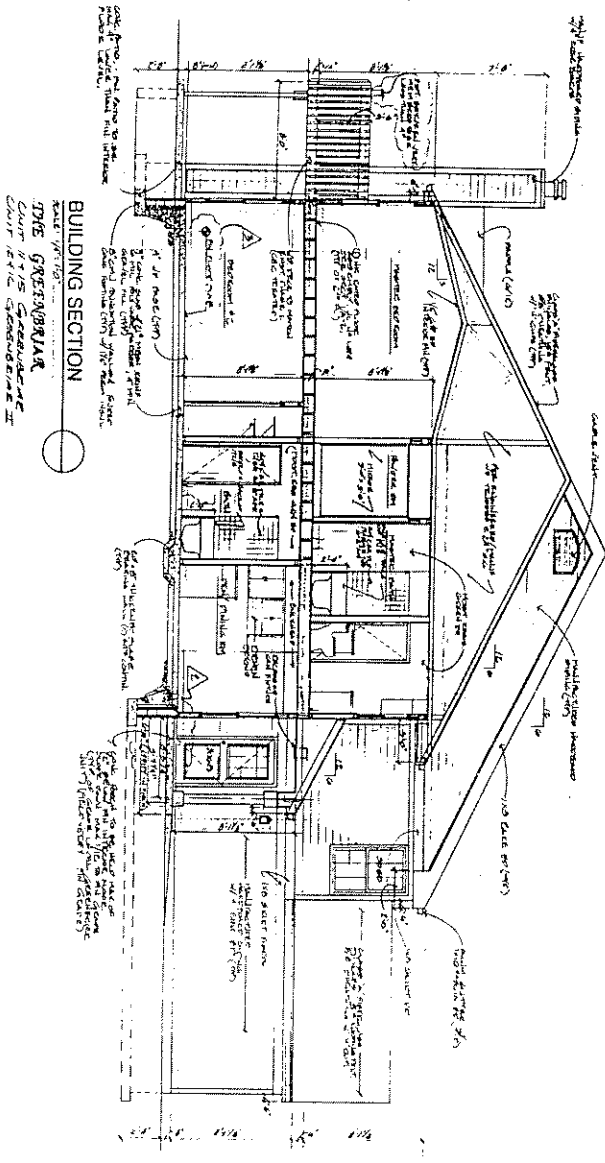


SECOND FLOOR PLAN/UPPER LEVEL UNIT PLAN
SCALE 1/8" = 1'-0"

Date	OVERLOOK CONDOMINIUMS AT HEATHERWOODE ELMWOOD DRIVE SPRINGBORO, OH IO	Robert Treadon & Associates Architects 612 First National Bank Building Hamilton Ohio 45011 513/863-7162		Rev	Date	Description
Drawing No						
2 of 3						

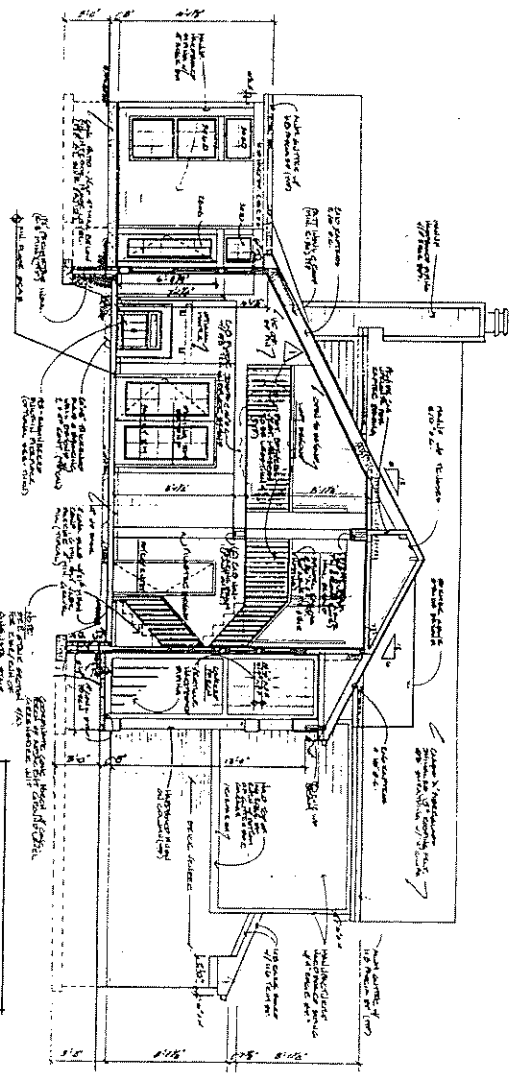
NOTE: ALL DIMENSIONAL REQUIREMENTS ARE TO
 FINISH SURFACES UNLESS OTHERWISE NOTED.
 WALLS SHALL BE FINISHED TO THE CENTERLINE
 UNLESS OTHERWISE NOTED. ALL DIMENSIONS
 SHALL BE TO THE FINISHED SURFACE OF THE TOP OR
 BOTTOM OF THE CEILING.

PHASE III



BUILDING SECTION
 THE GREENGLASS
 CURTAIN WALL CONSTRUCTION
 SCALE: 1/8\"/>

BUILDING SECTION
 THE GREENGLASS
 CURTAIN WALL CONSTRUCTION
 UNIT 101, 12, 14, 17



PROVIDE WITH:
 1. 2\"/>

Date	OVERLOOK CONDOMINIUMS AT HEATHERWOODE ELMWOOD DRIVE SPRINGBORO, OHIO	Robert Treadon & Associates Architects 612 First National Bank Building Hamilton, Ohio 45011 513/863-7162		Rev.	Date	Description
Drawing No.						
3 of 3						

EXHIBIT "C-2"

CONDOMINIUM DATA SHEET

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
1	Pinehurst	333 Elmwood Drive Springboro, OH 45066	1000	5.8%	1
2	Oakmont	329 Elmwood Drive Springboro, OH 45066	900	5.1%	1
3	Muirfield	321 Elmwood Drive Springboro, OH 45066	900	5.1%	1
4	Muirfield	325 Elmwood Drive Springboro, OH 45066	900	5.1%	1
5	Muirfield	313 Elmwood Drive Springboro, OH 45066	900	5.1%	1
6	Muirfield	317 Elmwood Drive Springboro, OH 45066	900	5.1%	1
7	Pinehurst	309 Elmwood Drive Springboro, OH 45066	1000	5.8%	1
8	Augusta	320 Elmwood Drive Springboro, OH 45066	1150	6.5%	1
9	Broadmoor	308 Elmwood Drive Springboro, OH 45066	1000	5.8%	1
10	Augusta	302 Elmwood Drive Springboro, OH 45066	1150	6.5%	1
11	Greenbriar	298 Elmwood Drive Springboro, OH 45066	1000	5.8%	1
12	Greenbriar II	294 Elmwood Drive Springboro, OH 45066	1150	6.5%	1
13	Augusta	290 Elmwood Drive Springboro, OH 45066	1150	6.5%	1
14	Augusta	282 Elmwood Drive Springboro, OH 45066	1150	6.5%	1
15	Greenbriar	278 Elmwood Drive Springboro, OH 45066	1000	5.8%	1

16	Greenbriar II	274 Elmwood Drive Springboro, OH 45066	1150	6.5%	1
17	Augusta	270 Elmwood Drive Springboro, OH 45066	1150	6.5%	1
TOTAL			17,550	100%	17

As set forth on the condominium plat and drawings ("Exhibit "B") each condominium unit includes a garage which is designated as a limited common area by virtue of the designation "L.C." followed by the unit number to which such garage is appurtenant.

04-13-476-037 Bldg. 3 Unit 10
 04-13-476-038 Bldg. 3 Unit 11
 04-13-476-039 Bldg. 3 Unit 12
 04-13-476-040 Bldg. 3 Unit 13
 04-13-476-041 Bldg. 4 Unit 14
 04-13-476-042 Bldg. 4 Unit 15
 04-13-476-043 Bldg. 4 Unit 16
 04-13-476-044 Bldg. 4 Unit 17
 04-13-476-045 Common Area

PROPOSED FUTURE DEVELOPMENT

<u>MODEL</u>	<u>PAR VALUE</u>	<u># OF VOTES</u>
Augusta	1150	1
Broadmoor	1000	1
Greenbriar	1000	1
Greenbriar II	1150	1
Muirfield	900	1
Oakmont	900	1
Pinehurst	1000	1

32380

RECEIVED & RECORDED
BETH DECKARD
WARREN CO RECORDER

97 MAR 13 PM 4:26

O.R. VOL 1338

PAGE 44 FEE 50

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

DE

BOOK 1338 PAGE 54

Bryan Airmoff Rosen & Hunt

AMENDMENT NUMBER THREE
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE IV

10/46

This will certify that copies of Amendment Number Three to the Declaration of Overlook Condominiums at Heatherwoode, together with the attached exhibits have been filed in the office of the County Auditor, Warren County, Ohio this 12 day of January, 1998.

WARREN COUNTY AUDITOR

By: Neil Nelson

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

**AMENDMENT NUMBER THREE
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE**

PHASE IV

This Amendment to Declaration is made this 15th day of December, 1998 by Springboro Land Company Limited Partnership, an Ohio limited partnership, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, on the 23rd day of March, 1995, there was filed with the Recorder of Warren County, Ohio the Declaration for Overlook Condominiums at Heatherwoode ("Declaration") which was recorded in Official Record Volume 1087, Page 641 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 21st day of June, 1996, there was filed with the Recorder of Warren County, Ohio Amendment Number One to the Declaration which was recorded in Official Record Volume 1241, Page 1 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 13th day of March, 1997, there was filed with the Recorder of Warren County, Ohio Amendment Number Two to the Declaration which was recorded in Official Record Volume 1338, Page 44 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, in accordance with the provisions of Article XV and Section 18.11 of the Declaration and the provisions of Ohio Revised Code, Chapter 5311 as such chapter has been amended, the Declarant desires to amend the Declaration in order to provide for the expansion of the Condominium and in order to conform to the requirements of certain lenders providing mortgages on condominium Units in the Condominium;

NOW, THEREFORE, Declarant hereby declares:

1. Declarant is the owner of the land described in the attached Exhibit "A-3" together with all of the buildings and improvements located thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing therein and is hereby submitting them to the provisions of Ohio Revised Code, Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of, the Condominium Property. The real estate described in the attached Exhibit "A-3" is a portion of the real estate described in Exhibit "E" of the original Declaration.

2. The Declaration is hereby amended by including as part of the Condominium Property the additional Unit Numbers 18 and 19 as set forth in the plat and drawings attached hereto as Exhibit "B-3" and designated "Overlook Condominiums at Heatherwoode, Phase IV". The total number of Units is hereby amended, increasing the number of Units from 17 to 19.

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

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

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

3. The Declaration is hereby amended so as to reflect the revised percentage of interest of the Unit Owners in the Common Areas in accordance with the table attached hereto as Exhibit "C-3".

4. That the Declaration is hereby amended by adding the following paragraph at the end of Section 11.03:

"Any Unit Owner who purchases a Greenbriar Unit which includes a two car attached garage as a Limited Common Area (as opposed to a one car attached garage) shall pay a special individual Unit assessment which shall be based on such Unit Owner's proportionate share of the budgeted expenses incurred by the Association to maintain the additional garage, plus an amount for an applicable reserve fund, as computed by the Board. The Board shall determine the procedure for the payment of such special assessment."

5. This Amendment is made pursuant to the authority granted by Articles XV of the Declaration providing for the amendment of the Declaration and the annexation of additional property and Units. This Amendment is also made pursuant to the authority granted by Section 18.11 of the Declaration providing for the amendment of the Declaration in order to conform to the requirements of mortgage lenders. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, the undersigned, Springboro Land Company Limited Partnership an Ohio limited partnership, the Declarant herein by its duly authorized officer has caused this instrument to be duly executed as of the day and year first above written.

Signed and acknowledged
in the presence of:

DECLARANT:

SPRINGBORO LAND COMPANY
LIMITED PARTNERSHIP, an Ohio
limited partnership

By: Chatham Homes, Inc., an Ohio corporation,
general partner

Sheri Vee Draffen
Name: SHERI VEE DRAFFEN

By: Nicholas C. Bauer
Nicholas C. Bauer, President

Stanley J. Streeter
Name: Stanley J. Streeter

STATE OF OHIO :
: SS:
COUNTY OF Hamilton :

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by
Nicholas C. Bauer, President of Chatham Homes, Inc., an Ohio corporation, general partner of Springboro
Land Company Limited Partnership, an Ohio limited partnership, on behalf of said limited partnership.



Sheri Vee Draffen
Notary Public

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1999

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

EXHIBIT "A-3"



NOVEMBER 5, 1998

**LEGAL DESCRIPTION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE IV
0.303 ACRES**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE SOUTHWEST CORNER OF SAID CLEARCREEK VIEWS SUBDIVISION, SOUTH 13-12-12 WEST, 381.50 FEET TO AN EXISTING PIPE; THENCE SOUTH 71-29-15 EAST, 102.70 FEET TO AN EXISTING 3/4" IRON PIN; THENCE NORTH 83-59-30 EAST, 85.20 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 00-34-41 EAST, 141.13 FEET TO A POINT; THENCE NORTH 72-53-16 EAST, 86.16 FEET TO A POINT; THENCE SOUTH 00-34-41 WEST, 32.66 FEET TO A POINT; THENCE SOUTH 89-25-19 EAST, 7.49 FEET TO A POINT; THENCE SOUTH 00-34-41 WEST, 124.21 FEET TO A POINT; THENCE SOUTH 83-59-30 WEST, 90.00 FEET TO THE REAL PLACE OF BEGINNING.

THUS CONTAINING 0.303 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

OLD 04-13-476-046-	1.591 a
OLD 04-13-476-047	1.224 a
NEW 04-13-476-050	UNIT 18
NEW 04-13-476-051	UNIT 19
NEW 04-13-476-052	COMMON AREA
REM 04-13-476-053	1.533 a
REM 04-13-476-054	0.979 a

FILE:93-0799.L17

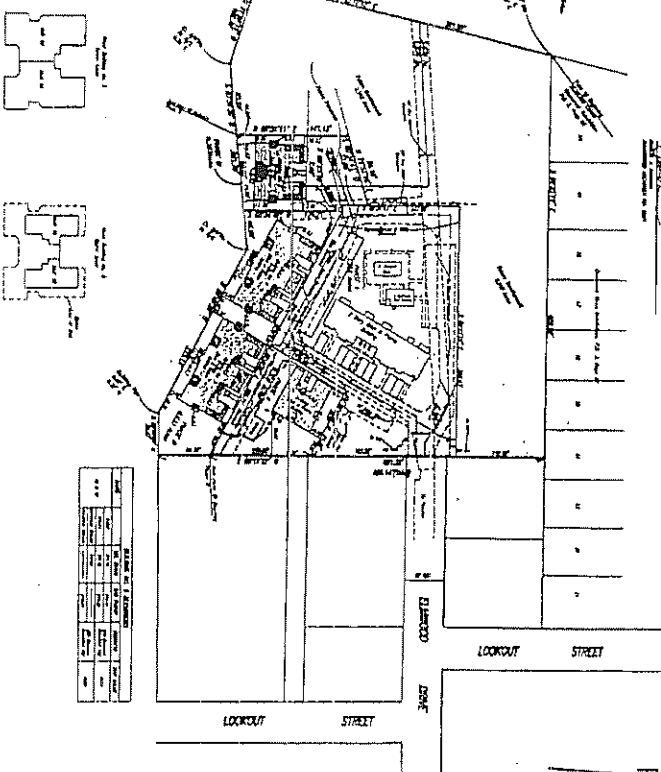
(D)

BOOK 1683 PAGE 807

EXHIBIT "B-3"

LEGEND

[Symbol]	CONDO UNIT
[Symbol]	COMMON AREA
[Symbol]	STAIR
[Symbol]	ELEVATOR
[Symbol]	MECHANICAL ROOM
[Symbol]	STREET



UNIT NO.	SQ. FT.	TYPE
101	1,200	1-BED
102	1,200	1-BED
103	1,200	1-BED
104	1,200	1-BED
105	1,200	1-BED
106	1,200	1-BED
107	1,200	1-BED
108	1,200	1-BED
109	1,200	1-BED
110	1,200	1-BED
111	1,200	1-BED
112	1,200	1-BED
113	1,200	1-BED
114	1,200	1-BED
115	1,200	1-BED
116	1,200	1-BED
117	1,200	1-BED
118	1,200	1-BED
119	1,200	1-BED
120	1,200	1-BED
121	1,200	1-BED
122	1,200	1-BED
123	1,200	1-BED
124	1,200	1-BED
125	1,200	1-BED
126	1,200	1-BED
127	1,200	1-BED
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129	1,200	1-BED
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131	1,200	1-BED
132	1,200	1-BED
133	1,200	1-BED
134	1,200	1-BED
135	1,200	1-BED
136	1,200	1-BED
137	1,200	1-BED
138	1,200	1-BED
139	1,200	1-BED
140	1,200	1-BED
141	1,200	1-BED
142	1,200	1-BED
143	1,200	1-BED
144	1,200	1-BED
145	1,200	1-BED
146	1,200	1-BED
147	1,200	1-BED
148	1,200	1-BED
149	1,200	1-BED
150	1,200	1-BED



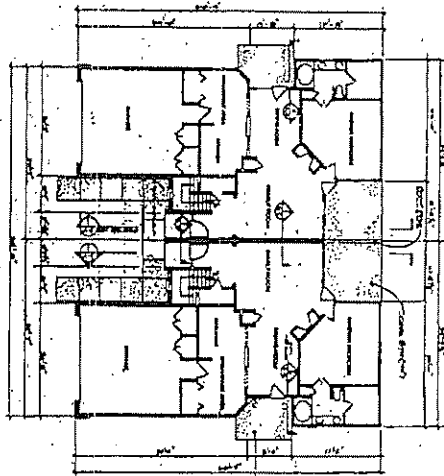
BOOK 1683 PAGE 808

Wm. S. ...
...
...

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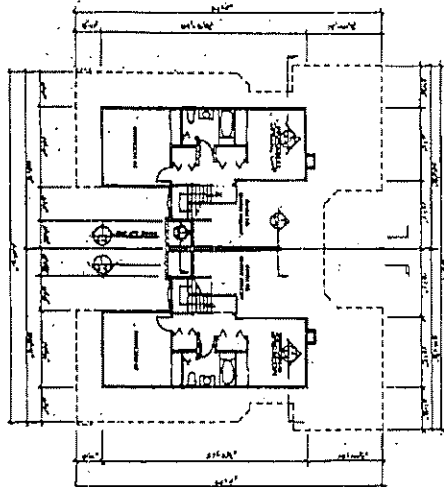
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...

<p>Abromonte & Associates, Inc. Civil Engineers/Surveyors 1000</p>	<p>CONDOMINIUM PLAN PHASE II SECTION 14, TOWNSHIP 4 N RANGE 10 E COUNTY OF SPENCER, IOWA</p>	<p>3-13-88 R. ...</p>	<p>OVERLOOK CONDOMINIUMS AT HEATHERWOOD</p>	
	<p>EXHIBIT B-3 PHASE II OVERLOOK CONDOMINIUMS AT HEATHERWOOD</p>	<p>BOOK 1683 PAGE 808</p>	<p>...</p>	<p>...</p>

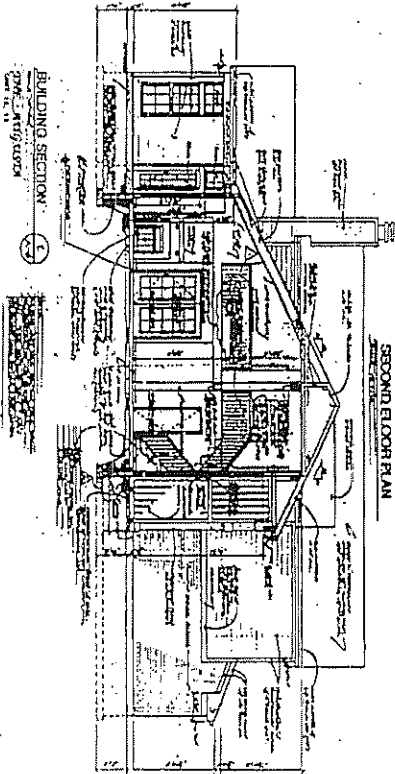


FIRST FLOOR PLAN

NOTE: All dimensions are approximate and should be used as a guide only. The actual dimensions of the building may vary slightly from those shown on this plan. The architect is not responsible for any errors or omissions in this plan.



SECOND FLOOR PLAN



BUILDING SECTION

BOOK 1683 PAGE 809

Over
Drawn Pa
2 of 2

OVERLOOK
CONDOMINIUMS
AT HEATHERWOODS
HAROLD OWEN, APRIL 1980, C.D. 10

Robert Treadon & Associates
Architects
300 High Street, Suite 612
Harmon, Ohio 45071 P 513 663-7182 Fax 865-1118



Rev	Date	Description

EXHIBIT "C-3"

CONDOMINIUM DATA SHEET

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
1	Pinehurst	333 Elmwood Drive Springboro, OH 45066	1000	5.05%	1
2	Oakmont	329 Elmwood Drive Springboro, OH 45068	900	4.60%	1
3	Muirfield	321 Elmwood Drive Springboro, OH 45066	900	4.60%	1
4	Muirfield	325 Elmwood Drive Springboro, OH 45066	900	4.60%	1
5	Muirfield	313 Elmwood Drive Springboro, OH 45066	900	4.60%	1
6	Muirfield	317 Elmwood Drive Springboro, OH 45066	900	4.60%	1
7	Pinehurst	309 Elmwood Drive Springboro, OH 45066	1000	5.05%	1
8	Augusta	320 Elmwood Drive Springboro, OH 45066	1150	5.75%	1
9	Broadmoor	308 Elmwood Drive Springboro, OH 45066	1000	5.05%	1
10	Augusta	302 Elmwood Drive Springboro, OH 45066	1150	5.75%	1
11	Greenbriar	298 Elmwood Drive Springboro, OH 45066	1000	5.05%	1
12	Greenbriar II	294 Elmwood Drive Springboro, OH 45066	1150	5.75%	1
13	Augusta	290 Elmwood Drive Springboro, OH 45066	1150	5.75%	1
14	Augusta	282 Elmwood Drive Springboro, OH 45066	1150	5.75%	1
15	Greenbriar	278 Elmwood Drive Springboro, OH 45066	1000	5.05%	1

November 16, 1998:C:\letters\SRH\Overlook\DATA.SHT

UNIT NO.	UNIT TYPE	UNIT ADDRESS	PAR. VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
16	Greenbriar II	274 Elmwood Drive Springboro, OH 45068	1150	5.75%	1
17	Augusta	270 Elmwood Drive Springboro, OH 45068	1150	5.75%	1
18	Augusta	280 Elmwood Drive Springboro, OH 45068	1150	5.75%	1
19	Augusta	250 Elmwood Drive Springboro, OH 45068	1150	5.75%	1
TOTAL			19,850	100%	18

As set forth on the condominium plat and drawings ("Exhibit "B") each condominium unit includes a garage which is designated as a limited common area by virtue of the designation "L.C." followed by the unit number to which such garage is appurtenant.

PROPOSED FUTURE DEVELOPMENT

<u>MODEL</u>	<u>PAR VALUE</u>	<u># OF VOTES</u>
Augusta	1150	1
Broadmoor	1000	1
Greenbriar	1000	1
Greenbriar II	1150	1
Muirfield	900	1
Oakmont	900	1
Pinehurst	1000	1

BETH DECKER - WARREN COUNTY RECORDER
Doc # 122490 TYPE: RESUB DECL
Filed: 1/27/1999 12:15:01 \$ 46.00
Off Records: 1683 803 Pages: 10
Rec'd: 770 Return Flag: N
ARONOFF ROSE & HUNT

11
50.00

AMENDMENT NUMBER FOUR
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASES VA and VB

This will certify that copies of Amendment Number Four to the Declaration of Overlook Condominiums at Heatherwoode, together with the attached exhibits have been filed in the office of the County Auditor, Warren County, Ohio this 23 day of August, 1999.

WARREN COUNTY AUDITOR

By: *[Signature]* ^{Get} *[Signature]*

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

AMENDMENT NUMBER FOUR
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE

PHASES VA and VB

This Amendment to Declaration is made this 12 day of August, 1999 by R & R Associates, an Ohio general partnership, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, on the 23rd day of March, 1995, there was filed with the Recorder of Warren County, Ohio the Declaration for Overlook Condominiums at Heatherwoode ("Declaration") which was recorded in Official Record Volume 1087, Page 641 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 21st day of June, 1996, there was filed with the Recorder of Warren County, Ohio Amendment Number One to the Declaration which was recorded in Official Record Volume 1241, Page 1 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 13th day of March, 1997, there was filed with the Recorder of Warren County, Ohio Amendment Number Two to the Declaration which was recorded in Official Record Volume 1338, Page 44 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 12th day of January, 1999, there was filed with the Recorder of Warren County, Ohio Amendment Number Three to the Declaration which was recorded in Official Record Volume 1683, Page 803 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the successor and assignee of Springboro Land Company Limited Partnership; and

WHEREAS, in accordance with the provisions of Article XV and Section 18.11 of the Declaration and the provisions of Ohio Revised Code, Chapter 5311 as such chapter has been amended, the Declarant desires to amend the Declaration in order to provide for the expansion of the Condominium;

NOW, THEREFORE, Declarant hereby declares:

1. Declarant is the owner of the land described in the attached Exhibit "A-4" together with all of the buildings and improvements located thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing therein and is hereby submitting them to the provisions of Ohio Revised Code, Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of, the Condominium Property. The real estate described in the attached Exhibit "A-4" is a portion of the real estate described in Exhibit "E" of the original Declaration.

2. The Declaration is hereby amended by including as part of the Condominium Property the additional Unit Numbers 20, 21, 22 and 23 as set forth in the plat and drawings attached hereto as Exhibit "B-4" and designated "Overlook Condominiums at Heatherwoode, Phase VA and VB". The total number of Units is hereby amended, increasing the number of Units from 19 to 23

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit A" shall be deemed to read "Exhibits A, A-1, A-2, A-3 and A-4 of this Declaration as amended".

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit B" shall be deemed to read "Exhibits B, B-1, B-2, B-3 and B-4 of this Declaration as amended".

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit C" shall be deemed to read "Exhibits C, C-1, C-2, C-3 and C-4 of this Declaration as amended".

3. The Declaration is hereby amended so as to reflect the revised percentage of interest of the Unit Owners in the Common Areas in accordance with the table attached hereto as Exhibit "C-4".

4. This Amendment is made pursuant to the authority granted by Articles XV of the Declaration providing for the amendment of the Declaration and the annexation of additional property and Units. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

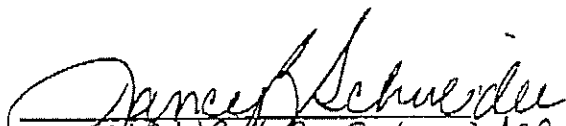
IN WITNESS WHEREOF, the undersigned, R & R Associates, an Ohio general partnership, the Declarant herein by its duly authorized officer has caused this instrument to be duly executed as of the day and year first above written.

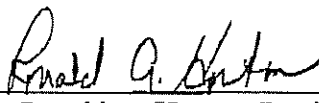
Signed and acknowledged
in the presence of:


DECLARANT:

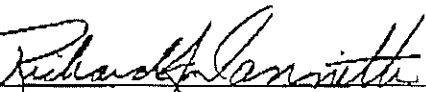
R & R ASSOCIATES,
an Ohio general partnership

By: HORTON HOMES, INC.,
an Ohio corporation,
general partner


Name: NANCY R. SCHNEIDER

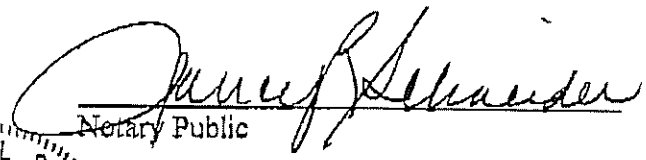
By: 
Ronald A. Horton, President


Name: MARY E. COSTA

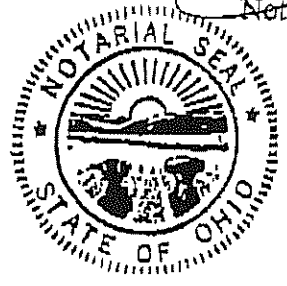
By: 
Richard J. Iannitti, dba Culley Properties,
general partner

STATE OF OHIO :
 : SS:
COUNTY OF Butler :

The foregoing instrument was acknowledged before me this 12th day of August, 1999, by Ronald A. Horton, President of Horton Homes, Inc., an Ohio corporation, and Richard J. Iannitti, dba Culley Properties, being all of the general partners of R & R Associates, an Ohio general partnership, on behalf of said general partnership.



Notary Public



NANCY R. SCHNEIDER
Notary Public, State of Ohio
My Commission Expires Dec. 15, 2003

Exhibit "A4"




AUGUST 2, 1999

**LEGAL DESCRIPTION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE 5, PARCEL A
0.475 ACRES**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE SOUTHWEST CORNER OF SAID CLEARCREEK VIEW SUBDIVISION, SOUTH 13°12'12" WEST, 170.70 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 85°57'26" EAST, 85.12 FEET TO A POINT; THENCE SOUTH 22°47'18" EAST, 105.07 FEET TO A POINT; THENCE NORTH 72°53'16" EAST, 10.06 FEET TO A POINT; THENCE SOUTH 00°34'41" WEST, 53.79 FEET TO A POINT; THENCE SOUTH 83°59'30" WEST, 173.12 FEET TO A POINT; THENCE NORTH 13°12'12" EAST, 164.16 FEET TO THE REAL PLACE OF BEGINNING.

THUS CONTAINING 0.475 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

OLD# 04-13-476-055 0.475
 New# 04-13-476-062 Unit 22 Bldg. 7
 04-13-476-063 Unit 23 " "
 04-13-476-064 Common Area
 No Rem 

FILE:93-0799.L19

BOOK 1816 PAGE 433

Exhibit "A-4" Continued



Abercrombie & Associates, Inc.

Civil Engineers/Surveyors

AUGUST 2, 1999

**LEGAL DESCRIPTION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE 5, PARCEL B
0.273 ACRES**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID CLEARCREEK VIEW SUBDIVISION, SOUTH 89°25'19" EAST, 375.10 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINING ALONG THE SOUTHERLY LINE OF SAID CLEARCREEK VIEW SUBDIVISION, SOUTH 89°25'19" EAST, 105.78 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY LINE OF SAID CLEARCREEK VIEWS SUBDIVISION, SOUTH 00°15'22" WEST, 112.00 FEET TO A POINT; THENCE NORTH 89°25'19" WEST, 106.69 FEET TO A POINT; THENCE NORTH 00°43'14" EAST, 112.00 FEET TO THE REAL PLACE OF BEGINNING.

THUS CONTAINING 0.273 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

OLD#	04-13-476-057	0.273
NEW#	04-13-476-059	Unit 20 Bldg. 12
	04-13-476-060	Unit 21 " "
	04-13-476-061	Common Area

No. Rem



FILE:93-0799.L20

BOOK 1816 PAGE 434

LEGEND

	Proposed Unit Walls
	Proposed Common Walls
	Proposed Common Areas
	Existing Site



UNIT NO.	AREA (SQ. FT.)	FINISHES
101	1,200	Standard
102	1,200	Standard
103	1,200	Standard
104	1,200	Standard
105	1,200	Standard
106	1,200	Standard
107	1,200	Standard
108	1,200	Standard
109	1,200	Standard
110	1,200	Standard
111	1,200	Standard
112	1,200	Standard
113	1,200	Standard
114	1,200	Standard
115	1,200	Standard
116	1,200	Standard
117	1,200	Standard
118	1,200	Standard
119	1,200	Standard
120	1,200	Standard

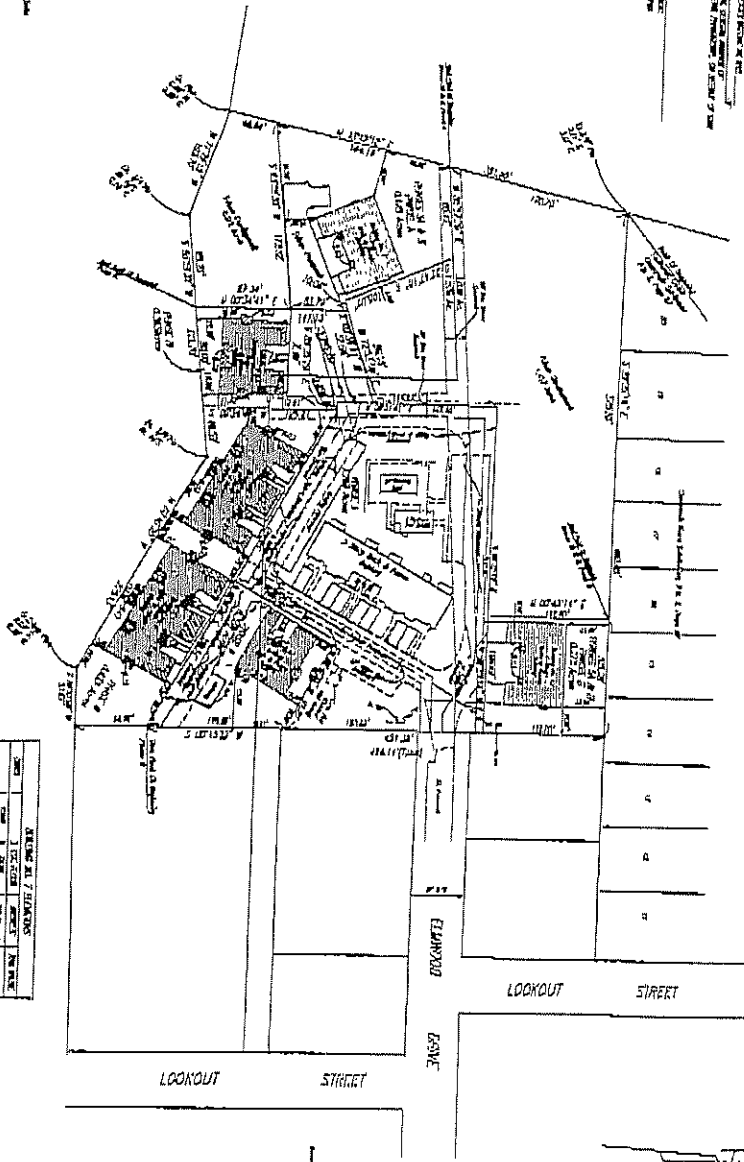
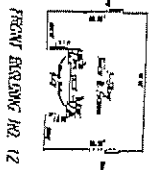
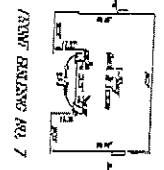


EXHIBIT B-4
 PHASES A & B
 OVERLOOK CONDOMINIUMS
 AT HEATHERWOOD



NOTICE: This plan is submitted for recording and is not intended to be a final record. The owner of this plan is responsible for the accuracy of the information contained herein. The City of Springfield, Missouri, does not warrant the accuracy of the information contained herein. The City of Springfield, Missouri, is not responsible for any errors or omissions in this plan.

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND. THE CITY OF SPRINGFIELD, MISSOURI, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF SPRINGFIELD, MISSOURI, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND. THE CITY OF SPRINGFIELD, MISSOURI, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF SPRINGFIELD, MISSOURI, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

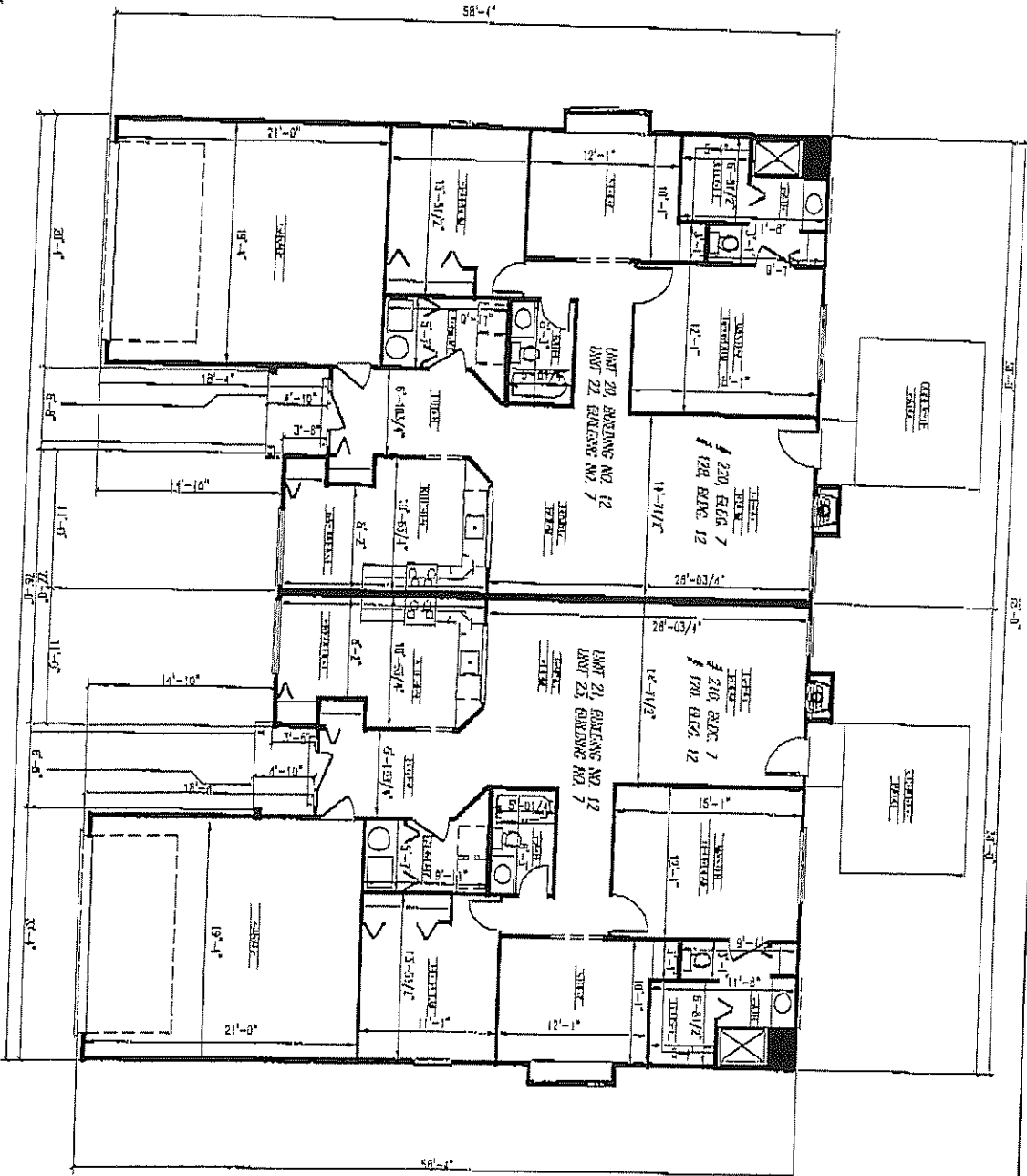
THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND. THE CITY OF SPRINGFIELD, MISSOURI, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF SPRINGFIELD, MISSOURI, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

Abraham & Associates, Inc.
 Civil Engineers/Surveyors
 1117 S. Highway 240 - Springfield, MO 65804
 (417) 831-8337

CONDOMINIUM PLAN
 PHASES A & B
 SECTION 11, TOWN 2, RANGE 14 N
 CLEARCREEK TOWNSHIP
 CITY OF SPRINGFIELD, WARREN COUNTY, MISSOURI

20-20-99
 H. K. K. K.
 1" = 20'

**OVERLOOK
 CONDOMINIUMS
 AT
 HEATHERWOOD**



FRONT
 UNITS 7 & 12
 UNITS 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

FIRST FLOOR PLAN

EXHIBIT B-1
 PHASES SA & B
 OVERLOOK CONDOMINIUMS
 AT HEATHERWOOD

	Abraham & Associates, Inc. Civil Engineers/Surveyors 1227 Campbell Road - Columbus, Ohio 43260 (614) 261-0707	CONDOMINIUM PLAN PHASES SA & B SECTION 13, TOWN 2, RANGE 5 N CLEARCREEK TOWNSHIP CITY OF SPRINGFIELD, HARRIS COUNTY, OHIO	8-2-99 H. Huggard 1"=4'	OVERLOOK CONDOMINIUM AT HEATHERWOOD				
	1816-010 241 2077							

EXHIBIT "C-4" CONDOMINIUM DATA SHEET

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
1	Pinehurst	333 Elmwood Drive Springboro, OH 45066	1000	4.09%	1
2	Oakmont	328 Elmwood Drive Springboro, OH 45066	900	3.69%	1
3	Muirfield	321 Elmwood Drive Springboro, OH 45066	900	3.69%	1
4	Muirfield	325 Elmwood Drive Springboro, OH 45066	900	3.69%	1
5	Muirfield	313 Elmwood Drive Springboro, OH 45066	900	3.69%	1
6	Muirfield	317 Elmwood Drive Springboro, OH 45066	900	3.69%	1
7	Pinehurst	309 Elmwood Drive Springboro, OH 45066	1000	4.09%	1
8	Augusta	320 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
9	Broadmoor	308 Elmwood Drive Springboro, OH 45066	1000	4.09%	1
10	Augusta	302 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
11	Greenbriar	298 Elmwood Drive Springboro, OH 45066	1000	4.09%	1
12	Greenbriar II	294 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
13	Augusta	290 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
14	Augusta	282 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
15	Greenbriar	278 Elmwood Drive Springboro, OH 45066	1000	4.09%	1

August 5, 1999:C:\letters\9RH\Overlook\DATA.SHT

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
16	Greenbrier II	274 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
17	Augusta	270 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
18	Augusta	260 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
19	Augusta	250 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
20	Greenbrier II	128 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
21	Greenbrier II	120 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
22	Greenbrier II	210 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
23	Greenbrier II	220 Elmwood Drive Springboro, OH 45066	1150	4.70%	1
TOTAL			24,450	100%	23

As set forth on the condominium plat and drawings ("Exhibit "B") each condominium unit includes a garage which is designated as a limited common area by virtue of the designation "L.C." followed by the unit number to which such garage is appurtenant.

PROPOSED FUTURE DEVELOPMENT

MODEL	PAR VALUE	# OF VOTES
Augusta	1150	1
Broadmoor	1000	1
Greenbriar	1000	1
Greenbriar II	1150	1
Muirfield	900	1
Oakmont	900	1
Pinehurst	1000	1

TRANSFER NOT NECESSARY
 NICK NELSON, AUDITOR
 WARREN COUNTY, OHIO



DETH WEICARD - WARREN COUNTY REFORMER
 Doc #: 18361 Type: RECORD DETAIL
 Filed: 8/23/1999 15:00:50 \$ 50.00
 Off Record: 1816 429 Pages: 11
 Rec'd: 20856 Return Flag: N
 PRINTED BY: A HUNT

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

MAR 11 2013

NICK NELSON
AUDITOR, WARREN CO. OHIO



LINDA ODA - WARREN COUNTY RECORDER
Doc #: 549387 Type: AMEND DECL
Filed: 3/11/2013 10:03:59 \$ 100.00
OR Volume: 5776 Page: 289 Return: M
Rec#: 17004 Pages: 11
KAMAN & CUSIMANO

11
100

AMENDMENTS TO THE
DECLARATION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE RECORDED AT BOOK
1087, PAGE 641 ET SEQ. OF THE WARREN COUNTY RECORDS.

BOOK 5776 PAGE 289

AMENDMENTS TO THE
DECLARATION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE

WHEREAS, the Declaration Overlook Condominiums at Heatherwoode (the "Declaration") and the Bylaws of Overlook at Heatherwoode Condominium Association (the "Bylaws"), Exhibit F of the Declaration, were recorded at Warren County Records Book 1087, Page 641 et seq., and

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

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

WHEREAS, the Association's executing officer certifies that the Amendments were adopted in accordance with the Declaration's provisions governing amendments, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration Overlook Condominiums at Heatherwoode have in all respects been complied with.

NOW THEREFORE, the Declaration Overlook Condominiums at Heatherwoode is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" will be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" will be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Trustees" will be replaced with the term "Board of Directors."

(4) All references in the Declaration and Bylaws to the term "Fines" will be replaced with the term "Enforcement Assessments."

(5) DELETE DECLARATION ARTICLE III, SECTION 3.06, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 10 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION 3.06, entitled "Service of Process." Said addition, to be made on Page 10 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

Section 3.06: Service of Process. The person to receive service of process for the Association will be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(6) INSERT a new PARAGRAPH (c) to DECLARATION ARTICLE VII, SECTION 7.01, entitled "Remedies." Said new addition, to be added on Page 19 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

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

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE IX, SECTION 11.06, entitled "Lien of Association." Said new addition, to be added on Page 24 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any

unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XI, SECTION 11.01, entitled "General." Said new addition, to be added on Page 23 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

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

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

(9) INSERT a new PARAGRAPH (d) to DECLARATION ARTICLE VII, SECTION 7.01 entitled "Remedies." Said new addition, to be added on Page 19 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

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

(10) INSERT a new 2nd SUBPARAGRAPH to the end of BYLAWS ARTICLE XV, SECTION 1, PARAGRAPH h, entitled "Additional Expenses." Said new addition, to be added on Page 13 of the Bylaws, Exhibit F of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for

providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE XIII, SECTION 13.16, entitled "Sale of Unit." Said new addition, to be added on Page 29 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

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

(12) DELETE DECLARATION ARTICLE III, SECTION 3.03, entitled "The Board of Trustees," in its entirety. Said deletion is to be made on Pages 9-10 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION 3.03, entitled "The Board of Directors." Said addition, to be made on Page 9 of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

Section 3.03: The Board of Directors. The Board of Directors consists of 5 members, each of whom must be a Unit Owner or the spouse of a Unit Owner. That notwithstanding, no one Unit may be represented by more than one person on the Board at any one time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. All 5 Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-fifth of the Board will expire annually and a 2-2-1 rotation is maintained at all times.

(13) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE V, SECTION 9, entitled "QUORUM." Said new addition, to be added on Page 4 of the Bylaws, Exhibit F of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

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

(14) INSERT a new PARAGRAPH k to BYLAWS ARTICLE V, SECTION 12, entitled "POWERS." Said new addition to be added on Page 6 of the Bylaws, Exhibit F of the Declaration, as recorded at Warren County Records, Book 1087, Page 641 et seq., is as follows:

- k. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:
 - (i) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
 - (ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
 - (iii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
 - (iv) Grant easements, leases, licenses, and concessions through or over the Common Elements;

- (v) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (vi) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit; and
- (vii) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(15) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Overlook at Heatherwoode Condominium Association has caused the execution of this instrument this 21 day of February, 2013.

OVERLOOK AT HEATHERWOODE CONDOMINIUM ASSOCIATION

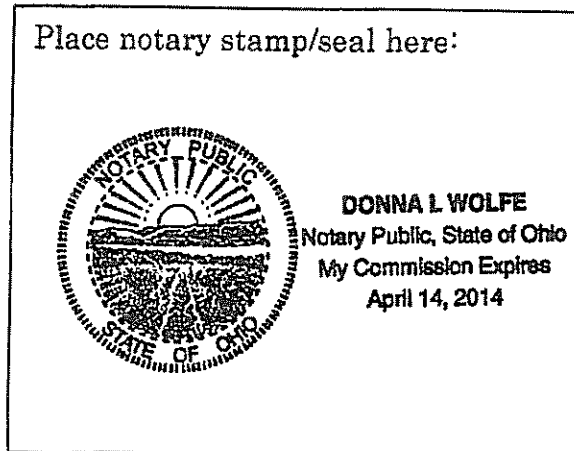
By: Beth Mellendorf
BETH MELLENDORF, its President

STATE OF OHIO)
)
COUNTY OF _____) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Overlook at Heatherwoode Condominium Association, by Beth Mellendorf, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 13, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Springboro, Ohio, this 21st day of February, 2013.

Donna L. Wolfe
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC., Attorneys at Law
OfficePointe at Polaris
470 Olde Worthington Road, Suite 460
Columbus, Ohio 43082
(614) 882-3100
ohiocondolaw.com

**LEGAL DESCRIPTION OF OVERLOOK AT HEATHERWOODE
CONDOMINIUM ASSOCIATION**

Situated in Section 13, Town 2 East, Range 5 North, Clearcreek Township, City of Springboro, Warren County, Ohio, and being further described as follows:

Units One (1) through Seven (7) of OVERLOOK CONDOMINIUMS AT HEATHERWOODE PHASE ONE, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 31, Pages 10 et. seq., Recorder's Office, Warren County, Ohio, and further recorded in the DECLARATION FOR OVERLOOK CONDOMINIUMS AT HEATHERWOODE, filed March 23, 1995 in Volume 1087, Pages 641 et. seq., Recorder's Office, Warren County, Ohio.

Unit No.	Sidwell No.
1	0413476022
2	0413476023
3	0413476024
4	0413476025
5	0413476026
6	0413476027 <i>DWB</i>
7	0413476028

Units Eight (8) and Nine (9) of OVERLOOK CONDOMINIUMS AT HEATHERWOODE PHASE TWO, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 34, Pages 57 et. seq., Recorder's Office, Warren County, Ohio, and further recorded in AMENDMENT NUMBER ONE TO DECLARATION AND BY-LAWS FOR OVERLOOK CONDOMINIUMS AT HEATHERWOODE, filed June 1, 1996 in Volume 1241, Pages 1 et. seq., Recorder's Office, Warren County, Ohio.

Unit No.	Sidwell No.
8	0413476032
9	0413476033 <i>sub</i>

Units Ten (10) through Seventeen (17) of OVERLOOK CONDOMINIUMS AT HEATHERWOODE PHASE THREE, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 37, Pages 36 et. seq., Recorder's Office, Warren County, Ohio, and further recorded in AMENDMENT

NUMBER TWO TO DECLARATION AND BY-LAWS FOR OVERLOOK CONDOMINIUMS AT HEATHERWOODE, filed March 13, 1997 in Volume 1338, Pages 44 et. seq., Recorder's Office, Warren County, Ohio.

Unit No.	Sidwell No.
10	0413476037
11	0413476038
12	0413476039
13	0413476040
14	0413476041
15	0413476042
16	0413476043
17	0413476044

Units Eighteen (18) and Nineteen (19) of OVERLOOK CONDOMINIUMS AT HEATHERWOODE PHASE FOUR, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 43, Pages 43 et. seq., Recorder's Office, Warren County, Ohio, and further recorded in AMENDMENT NUMBER THREE TO DECLARATION AND BY-LAWS FOR OVERLOOK CONDOMINIUMS AT HEATHERWOODE, filed January 12, 1999 in Volume 1683, Pages 803 et. seq., Recorder's Office, Warren County, Ohio.

Unit No.	Sidwell No.
18	0413476050
19	0413476051

Units Twenty (20) through Twenty-Three (23) of OVERLOOK CONDOMINIUMS AT HEATHERWOODE PHASE FIVE*, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 45, Pages 87 et. seq., Recorder's Office, Warren County, Ohio, and further recorded in AMENDMENT NUMBER FOUR TO DECLARATION AND BY-LAWS FOR OVERLOOK CONDOMINIUMS AT HEATHERWOODE, filed August 23, 1999 in Volume 1816, Pages 429 et. seq., Recorder's Office, Warren County, Ohio.

*A AND B

Unit No.	Sidwell No.
20	0413476059
21	0413476060
22	0413476062

23	0413476063 <i>DWB</i>
----	-----------------------

Units Twenty-Four (24) through Twenty-Seven (27) of OVERLOOK CONDOMINIUMS AT HEATHERWOODE PHASE SIX, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 49, Pages 21 et. seq., Recorder's Office, Warren County, Ohio, and further recorded in AMENDMENT NUMBER FIVE TO DECLARATION AND BY-LAWS FOR OVERLOOK CONDOMINIUMS AT HEATHERWOODE, filed May 26, 2000 in Volume 1951, Pages 552 et. seq., Recorder's Office, Warren County, Ohio.

Unit No.	Sidwell No.
24	0413476068
25	0413476069
26	0413476071
27	0413476072 <i>DWB</i>

Units Twenty-Eight (28) through Thirty-Three (33) of OVERLOOK CONDOMINIUMS AT HEATHERWOODE PHASE SEVEN, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 56, Pages 80 et. seq., Recorder's Office, Warren County, Ohio, and further recorded in AMENDMENT NUMBER SIX TO DECLARATION AND BY-LAWS FOR OVERLOOK CONDOMINIUMS AT HEATHERWOODE, filed March 4, 2002 in Volume 2466, Pages 487 et. seq., Recorder's Office, Warren County, Ohio.

Unit No.	Sidwell No.
28	0413476074
29	0413476075
30	0413476076
31	0413476077
32	0413476078
33	0413476079 <i>DWB</i>

BOOK 5776 PAGE 299

AMENDMENT NUMBER FIVE
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASES VIA and VIB

11/50

This will certify that copies of Amendment Number Five to the Declaration of Overlook Condominiums at Heatherwoode, together with the attached exhibits have been filed in the office of the County Auditor, Warren County, Ohio this 26 day of May, 2000.

WARREN COUNTY AUDITOR

By: Rich Nelson

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

AMENDMENT NUMBER FIVE
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE

PHASES VIA and VIB

This Amendment to Declaration is made this 23rd day of May, 2000 by R & R Associates, an Ohio general partnership, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, on the 23rd day of March, 1995, there was filed with the Recorder of Warren County, Ohio the Declaration for Overlook Condominiums at Heatherwoode ("Declaration") which was recorded in Official Record Volume 1087, Page 641 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 21st day of June, 1996, there was filed with the Recorder of Warren County, Ohio Amendment Number One to the Declaration which was recorded in Official Record Volume 1241, Page 1 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 13th day of March, 1997, there was filed with the Recorder of Warren County, Ohio Amendment Number Two to the Declaration which was recorded in Official Record Volume 1338, Page 44 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 12th day of January, 1999, there was filed with the Recorder of Warren County, Ohio Amendment Number Three to the Declaration which was recorded in Official Record Volume 1683, Page 803 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 23rd day of August, 1999, there was filed with the Recorder of Warren County, Ohio Amendment Number Four to the Declaration which was recorded in Official Record Volume 1816, Page 429 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the successor and assignee of Springboro Land Company Limited Partnership; and

WHEREAS, in accordance with the provisions of Article XV and Section 18.11 of the Declaration and the provisions of Ohio Revised Code, Chapter 5311 as such chapter has been amended, the Declarant desires to amend the Declaration in order to provide for the expansion of the Condominium;

NOW, THEREFORE, Declarant hereby declares:

1. Declarant is the owner of the land described in the attached Exhibit "A-5" together with all of the buildings and improvements located thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing therein and is hereby submitting them to the provisions of Ohio Revised Code, Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included

in and made a part of, the Condominium Property. The real estate described in the attached Exhibit "A-5" is a portion of the real estate described in Exhibit "E" of the original Declaration.

2. The Declaration is hereby amended by including as part of the Condominium Property the additional Unit Numbers 24, 25, 26 and 27 as set forth in the plat and drawings attached hereto as Exhibit "B-5" and designated "Overlook Condominiums at Heatherwoode, Phase VIA and VIB". The total number of Units is hereby amended, increasing the number of Units from 23 to 27.

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit A" shall be deemed to read "Exhibits A, A-1, A-2, A-3, A-4 and A-5 of this Declaration as amended".

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit B" shall be deemed to read "Exhibits B, B-1, B-2, B-3, B-4 and B-5 of this Declaration as amended".

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit C" shall be deemed to read "Exhibits C, C-1, C-2, C-3, C-4 and C-5 of this Declaration as amended".

3. The Declaration is hereby amended so as to reflect the revised percentage of interest of the Unit Owners in the Common Areas in accordance with the table attached hereto as Exhibit "C-5".

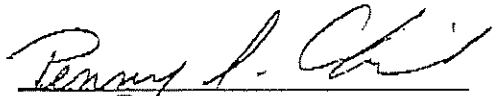
4. This Amendment is made pursuant to the authority granted by Articles XV of the Declaration providing for the amendment of the Declaration and the annexation of additional property and Units. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

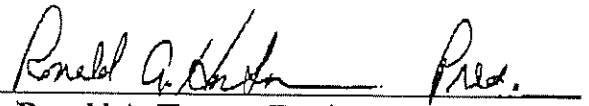
IN WITNESS WHEREOF, the undersigned, R & R Associates, an Ohio general partnership, the Declarant herein by its duly authorized officer has caused this instrument to be duly executed as of the day and year first above written.

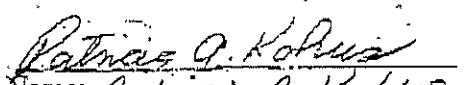
Signed and acknowledged
in the presence of:

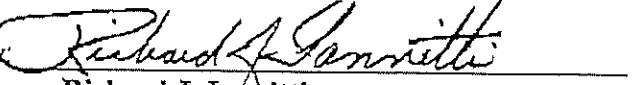
DECLARANT:
R & R ASSOCIATES,
an Ohio general partnership

By: **HORTON HOMES, INC.,**
an Ohio corporation,
general partner


Name: Penny J. CHAIKE
(as to both)

By:  *Pres.*
Ronald A. Horton, President


Name: Patricia A. Kobus
(as to both)

By: 
Richard J. Iannitti,
dba Culley Properties, general partner

STATE OF OHIO :
: SS:
COUNTY OF BUTLER :

The foregoing instrument was acknowledged before me this 23 day of MAY, 2000, by Ronald A. Horton, President of Horton Homes, Inc., an Ohio corporation, and Richard J. Iannitti, dba Culley Properties, being all of the general partners of R & R Associates, an Ohio general partnership, on behalf of said general partnership.

Penny J. Chaik
Notary Public

PENNY J. CHAIKE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOVEMBER 21, 2004

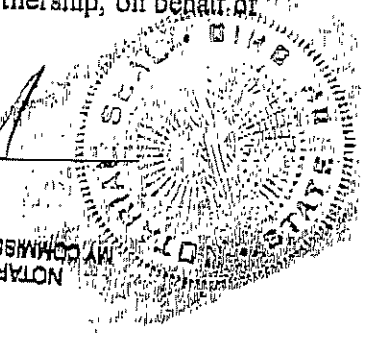
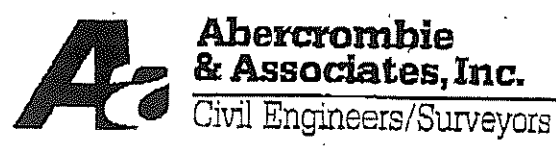


EXHIBIT "A-5"



04-13-476-066

MAY 12, 2000



**LEGAL DESCRIPTION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE VI, PARCEL A
0.312 ACRES**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, NO. 2, AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE SOUTHWEST CORNER OF SAID CLEARCREEK VIEWS SUBDIVISION, NO. 2, SOUTH 13°12'12" WEST, 334.86 FEET TO THE REAL PLACE OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 83°59'30" EAST, 173.12 FEET TO A POINT; THENCE SOUTH 00°34'41" WEST, 87.34 FEET TO A POINT; THENCE SOUTH 83°59'30" WEST, 85.20 FEET TO AN EXISTING 3/4" IRON PIN; THENCE NORTH 71°29'15" WEST, 102.70 FEET TO AN EXISTING PIPE; THENCE NORTH 13°12'12" EAST, 46.64 FEET TO THE REAL PLACE OF BEGINNING.

THUS CONTAINING 0.312 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Old # 04-13-476-066 0.312
 New # 04-13-476-068 Unit 24 Bldg. 6
 04-13-476-069 Unit 25
 04-13-476-070 Common Area
 No Rem

FILE:93-0799.L23

APPROVED
 WARREN CO. MAP DEPT.
 DATE 5-26-2000
 BY HCH

BOOK 1951 PAGE 556



**Abercrombie
& Associates, Inc.**
Civil Engineers/Surveyors

04-13-476-067



MAY 12, 2000

**LEGAL DESCRIPTION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE VI, PARCEL B
0.235 ACRES**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, NO. 2, AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING SAID SOUTHWEST CORNER, SOUTH 13°12'12" WEST, 170.70 FEET TO A POINT; THENCE NORTH 85°57'26" EAST, 85.12 FEET TO THE REAL PLACE OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE SAME LINE, NORTH 85°57'26" EAST, 133.78 FEET TO A POINT; THENCE SOUTH 00°34'41" WEST, 77.99 FEET TO A POINT; THENCE SOUTH 72°53'16" WEST, 96.22 FEET TO A POINT; THENCE NORTH 22°47'18" WEST, 105.07 FEET TO THE REAL PLACE OF BEGINNING.

THUS CONTAINING 0.235 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

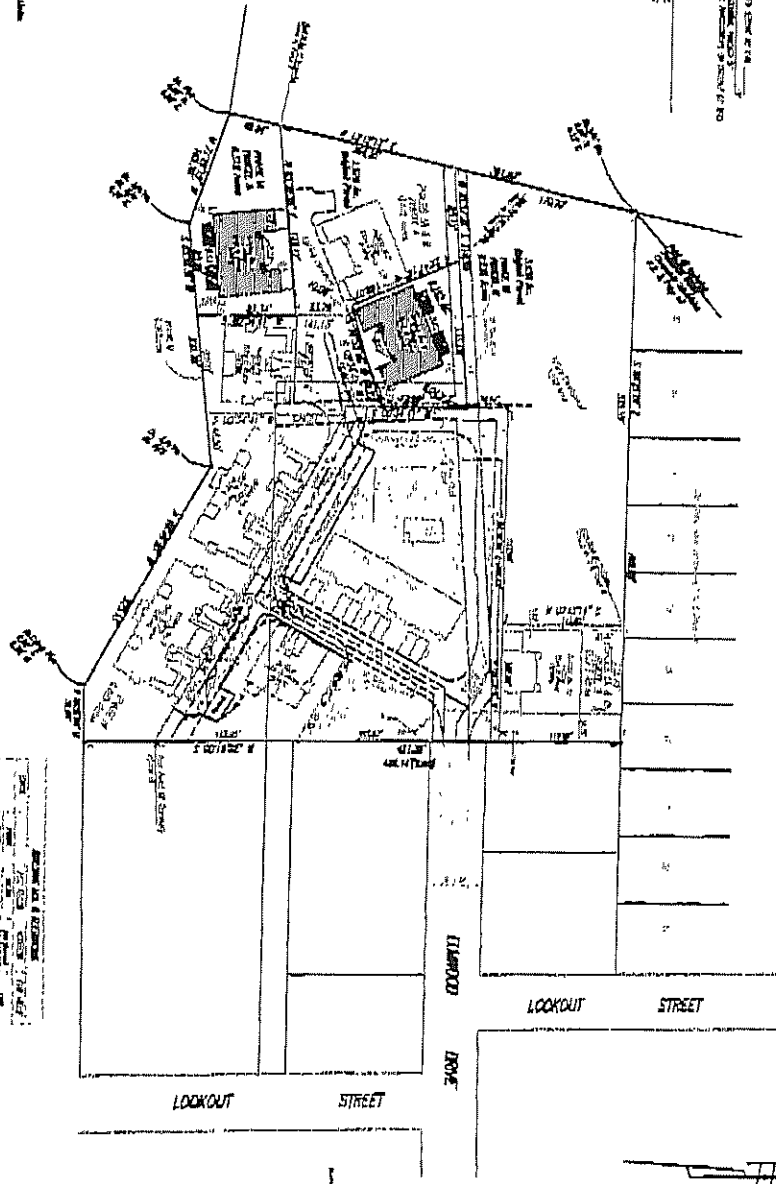
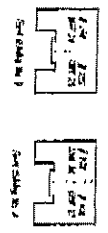
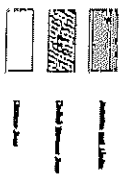
Old# 04-13-476-067 0.235
New# 04-13-476-071 Unit 26 Bldg. 8
New# 04-13-476-072 Unit 27
New# 04-13-476-073 Common Area
No Rem

FILE:93-0799.L24

APPROVED
WARREN CO. MAP DEPT.
DATE 5-26-2000
BY HCH

BOOK 1951 PAGE 557

Exhibit "B-5"



THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.

DATE OF PLAN: _____

SCALE: _____

CONTRACT NO. _____

DATE OF CONTRACT: _____

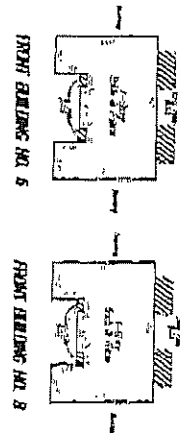
PROJECT: _____

OWNER: _____

DESIGNER: _____

DATE: _____

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	10/1/54	J. H. HARRIS
2	FINAL PLAN	10/1/54	J. H. HARRIS



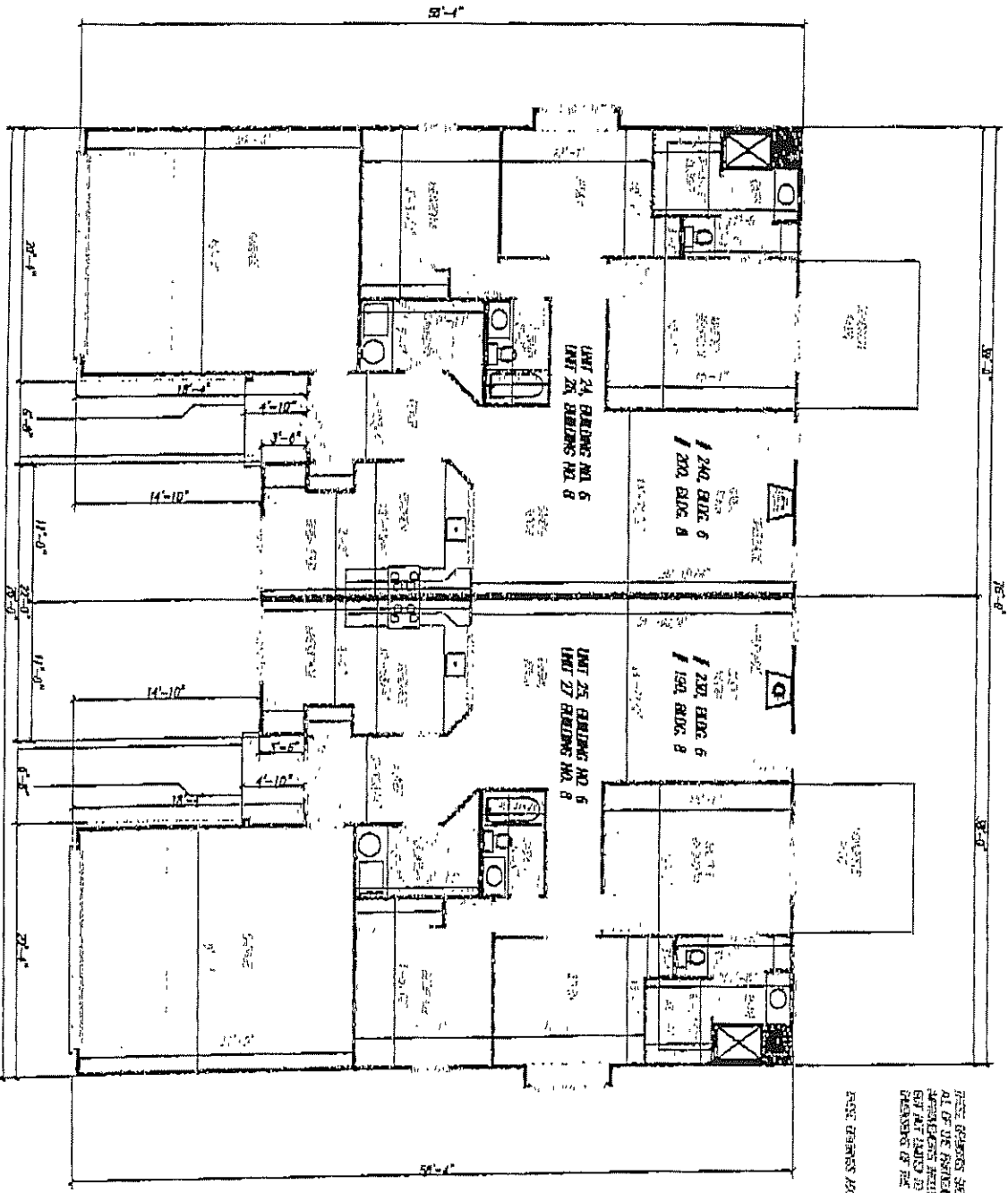
NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. SEE SEPARATE SHEETS FOR DETAILS.
3. ALL UTILITIES TO BE LOCATED AND DELETED OR PROTECTED AS SHOWN ON THIS PLAN.
4. ALL CONCRETE SHALL BE 3000 PSI STRENGTH.
5. ALL ROOFING SHALL BE AS SHOWN ON THIS PLAN.
6. ALL FINISHES SHALL BE AS SHOWN ON THIS PLAN.
7. ALL MATERIALS SHALL BE AS SHOWN ON THIS PLAN.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SPRINGFIELD, MISSOURI CODES.

EXHIBIT B-5
PHASES W & B
OVERLOOK CONDOMINIUMS
AT HEATHERWOOD

BOOK 1951 PAGE 558

<p>Civil Engineers/Architects 1177 Douglas Blvd., Columbia, Mo. 65201 (314) 241-1177</p>	<p>CONDOMINIUM PLAN</p> <p>PHASES W & B SECTION 13, TOWN 2, E. RANGE 54 CLEARCREEK TOWNSHIP CITY OF SPRINGFIELD, WARREN COUNTY, MO.</p>	<p>8-20-00</p> <p>J. H. HARRIS</p> <p>J. H. HARRIS</p> <p>1"=50'</p>	<p>OVERLOOK CONDOMINIUMS AT HEATHERWOOD</p>
	<p>DATE: _____</p> <p>SCALE: _____</p>	<p>OWNER: _____</p> <p>DESIGNER: _____</p> <p>DATE: _____</p>	<p>CONTRACT NO. _____</p> <p>DATE OF CONTRACT: _____</p> <p>PROJECT: _____</p>



PHASE
 BUILDINGS # 6 & B
 UNITS 24, 25 BUILDING NO. 6
 UNITS 26, 27 BUILDING NO. 6

PHASE B-6
 PHASES A, A & B
 OVERLOOK CONDOMINIUMS
 AT HEATHERWOOD

SEE PLAN SHEET OVERLOOK
 CONDOMINIUMS AT
 HEATHERWOOD FOR
 FURTHER INFORMATION

THIS DRAWING SHOWS EXISTING AND PROPOSED
 ALL OF THE INFORMATION OF THE LEGAL BUILDING AND OTHER
 INFORMATION PERTAINING TO THE CONDOMINIUM PROJECT
 MAY BE FOUND IN THE RECORD DRAWING, THE
 RECORDS OF THE BUILDING

AS
 Civil Engineers/Surveyors
 1277 Campbell Street - Columbus, Ohio 43260-1347
 614-291-1123

CONDOMINIUM PLAN
 PHASES A & B
 SECTION 12, TOWN 2, E. RANGE 64
 CLEARCREEK TOWNSHIP
 CITY OF SPRINGFIELD, WARREN COUNTY, OHIO

DATE	5-20-00
BY	N. Hopper
BY	F. Hoffmann
SCALE	1"=50'

OVERLOOK
 CONDOMINIUMS
 AT
 HEATHERWOOD

EXHIBIT "C-5"

CONDOMINIUM DATA SHEET

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
1	Pinehurst	333 Elmwood Drive Springboro, OH 45066	1000	3.44200%	1
2	Oakmont	328 Elmwood Drive Springboro, OH 45066	900	3.09825%	1
3	Muirfield	321 Elmwood Drive Springboro, OH 45066	900	3.09825%	1
4	Muirfield	325 Elmwood Drive Springboro, OH 45066	900	3.09825%	1
5	Muirfield	313 Elmwood Drive Springboro, OH 45066	900	3.09825%	1
6	Muirfield	317 Elmwood Drive Springboro, OH 45066	900	3.09825%	1
7	Pinehurst	309 Elmwood Drive Springboro, OH 45066	1000	3.44200%	1
8	Augusta	320 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
9	Broadmoor	308 Elmwood Drive Springboro, OH 45066	1000	3.44200%	1
10	Augusta	302 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
11	Greenbriar	298 Elmwood Drive Springboro, OH 45066	1000	3.44200%	1
12	Greenbriar II	294 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
13	Augusta	290 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
14	Augusta	282 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
15	Greenbriar	278 Elmwood Drive Springboro, OH 45066	1000	3.44200%	1

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
16	Greenbrier II	274 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
17	Augusta	270 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
18	Augusta	260 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
19	Augusta	250 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
20	Greenbrier II	128 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
21	Greenbrier II	120 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
22	Greenbrier II	210 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
23	Greenbrier II	220 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
24	Greenbrier II	240 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
25	Greenbrier II	230 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
26	Greenbrier II	200 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
27	Greenbrier II	190 Elmwood Drive Springboro, OH 45066	1150	3.95875%	1
TOTAL			29,050	100%	27

As set forth on the condominium plat and drawings ("Exhibit "B") each condominium unit includes a garage which is designated as a limited common area by virtue of the designation "L.C." followed by the unit number to which such garage is appurtenant.

PROPOSED FUTURE DEVELOPMENT

MODEL	PAR VALUE	# OF VOTES
Augusta	1150	1
Broadmoor	1000	1
Greenbriar	1000	1
Greenbriar II	1150	1
Muirfield	900	1
Oakmont	900	1
Pinehurst	1000	1

TRANSFERRED

MAY 26 2000

SEC. 319.902 COMPLIED WITH
 NICK NELSON, Auditor
 WARREN COUNTY, OHIO

BEITH DECKARD - WARREN COUNTY RECORDER
 Doc #: 193226 Type: OPENID DECLR
 Filed: 5/26/2000 15:38:21 \$ 50.00
 OR Volume: 1951 Pages: 552 Returns: N
 Rec#: 10030 Pages: 11
 ARRINDOFF ROSE & HUNT

CONSENT OF CONDOMINIUM OWNER

The undersigned, as the purchaser of unit no. _____ in the Overlook Condominiums at Heatherwoode, hereby acknowledges that he/she has been advised that the Condominium Declaration for the condominium may be amended to permit the remaining portion of the condominium to consist of seven (7) duplex buildings, so that the condominium will ultimately consist of thirty-three (33) units. The undersigned agrees to execute any and all documents required by Springboro Land Company Limited Partnership in connection with such amendment to the condominium documents.

Purchaser

10
/ 40

AMENDMENT NUMBER SIX
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE VII

This will certify that copies of Amendment Number Six to the Declaration of Overlook Condominiums at Heatherwoode, together with the attached exhibits have been filed in the office of the County Auditor, Warren County, Ohio this 4th day of March, 2002.

WARREN COUNTY AUDITOR

By:

Nick Nelson *NEL*

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

BOOK 2466 PAGE 487

AMENDMENT NUMBER SIX
TO
DECLARATION AND BY-LAWS
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE

PHASE VII

This Amendment to Declaration is made this 28th day of February, 2002 by R & R Associates, an Ohio general partnership, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, on the 23rd day of March, 1995, there was filed with the Recorder of Warren County, Ohio the Declaration for Overlook Condominiums at Heatherwoode ("Declaration") which was recorded in Official Record Volume 1087, Page 641 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 21st day of June, 1996, there was filed with the Recorder of Warren County, Ohio Amendment Number One to the Declaration which was recorded in Official Record Volume 1241, Page 1 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 13th day of March, 1997, there was filed with the Recorder of Warren County, Ohio Amendment Number Two to the Declaration which was recorded in Official Record Volume 1338, Page 44 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 12th day of January, 1999, there was filed with the Recorder of Warren County, Ohio Amendment Number Three to the Declaration which was recorded in Official Record Volume 1683, Page 803 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 23rd day of August, 1999, there was filed with the Recorder of Warren County, Ohio Amendment Number Four to the Declaration which was recorded in Official Record Volume 1816, Page 429 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, on the 26th day of May, 2000, there was filed with the Recorder of Warren County, Ohio Amendment Number Five to the Declaration which was recorded in Official Record Volume 1951, Page 552 of the Deed Records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the successor and assignee of Springboro Land Company Limited Partnership; and

WHEREAS, in accordance with the provisions of Article XV and Section 18.11 of the Declaration and the provisions of Ohio Revised Code, Chapter 5311 as such chapter has been amended, the Declarant desires to amend the Declaration in order to provide for the expansion of the Condominium;

NOW, THEREFORE, Declarant hereby declares:

1. Declarant is the owner of the land described in the attached Exhibit "A-6" together with all of the buildings and improvements located thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing therein and is hereby submitting them to the provisions of Ohio Revised Code, Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of, the Condominium Property. The real estate described in the attached Exhibit "A-6" is a portion of the real estate described in Exhibit "E" of the original Declaration.

2. The Declaration is hereby amended by including as part of the Condominium Property the additional Unit Numbers 28, 29, 30, 31, 32 and 33 as set forth in the plat and drawings attached hereto as Exhibit "B-6" and designated "Overlook Condominiums at Heatherwoode, Phase VII". The total number of Units is hereby amended, increasing the number of Units from 27 to 33.

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit A" shall be deemed to read "Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6 of this Declaration as amended".

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit B" shall be deemed to read "Exhibits B, B-1, B-2, B-3, B-4, B-5 and B-6 of this Declaration as amended".

The Declaration is hereby amended so as to provide that each and every reference therein to "Exhibit C" shall be deemed to read "Exhibits C, C-1, C-2, C-3, C-4, C-5 and C-6 of this Declaration as amended".

3. The Declaration is hereby amended so as to reflect the revised percentage of interest of the Unit Owners in the Common Areas in accordance with the table attached hereto as Exhibit "C-6".

4. This Amendment is made pursuant to the authority granted by Articles XV of the Declaration providing for the amendment of the Declaration and the annexation of additional property and Units. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, the undersigned, R & R Associates, an Ohio general partnership, the Declarant herein by its duly authorized general partners has caused this instrument to be duly executed as of the day and year first above written.

DECLARANT:
R & R ASSOCIATES,
an Ohio general partnership

By: **HORTON HOMES, INC.,**
an Ohio corporation,
general partner

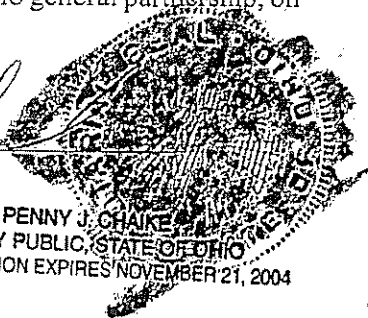
By: *Ronald A. Horton*
Ronald A. Horton, President

By: *Richard J. Iannitti*
Richard J. Iannitti,
dba Culley Properties, general partner

STATE OF OHIO :
: SS:
COUNTY OF BUTLER :

The foregoing instrument was acknowledged before me this 27th day of FEBRUARY, 2002, by Ronald A. Horton, President of Horton Homes, Inc., an Ohio corporation, and Richard J. Iannitti, dba Culley Properties, being all of the general partners of R & R Associates, an Ohio general partnership, on behalf of said general partnership.

Penny J. Chaik
Notary Public





**Abercrombie
& Associates, Inc.**

Civil Engineers/Surveyors

Exhibit "A-6"

APRIL 23, 2001

**LEGAL DESCRIPTION
OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PHASE VII
1.218 ACRES**

SITUATE IN SECTION 13, TOWN 2 EAST, RANGE 5 NORTH, CLEARCREEK TOWNSHIP, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLEARCREEK VIEWS SUBDIVISION, NO. 2, AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID CLEARCREEK VIEWS SUBDIVISION NO. 2, SOUTH 89°25'19" EAST, 375.10 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY LINE OF SAID CLEARCREEK VIEWS SUBDIVISION, NO. 2, SOUTH 00°43'14" WEST, 112.00 FEET TO A POINT; THENCE NORTH 89°25'19", WEST, 193.94 FEET TO A POINT; THENCE SOUTH 00°34'41" WEST, 36.94 FEET TO A POINT; THENCE SOUTH 85°57'26" WEST, 218.90 FEET TO A POINT; THENCE NORTH 13°12'12" EAST, 170.70 FEET TO THE PLACE OF BEGINNING.

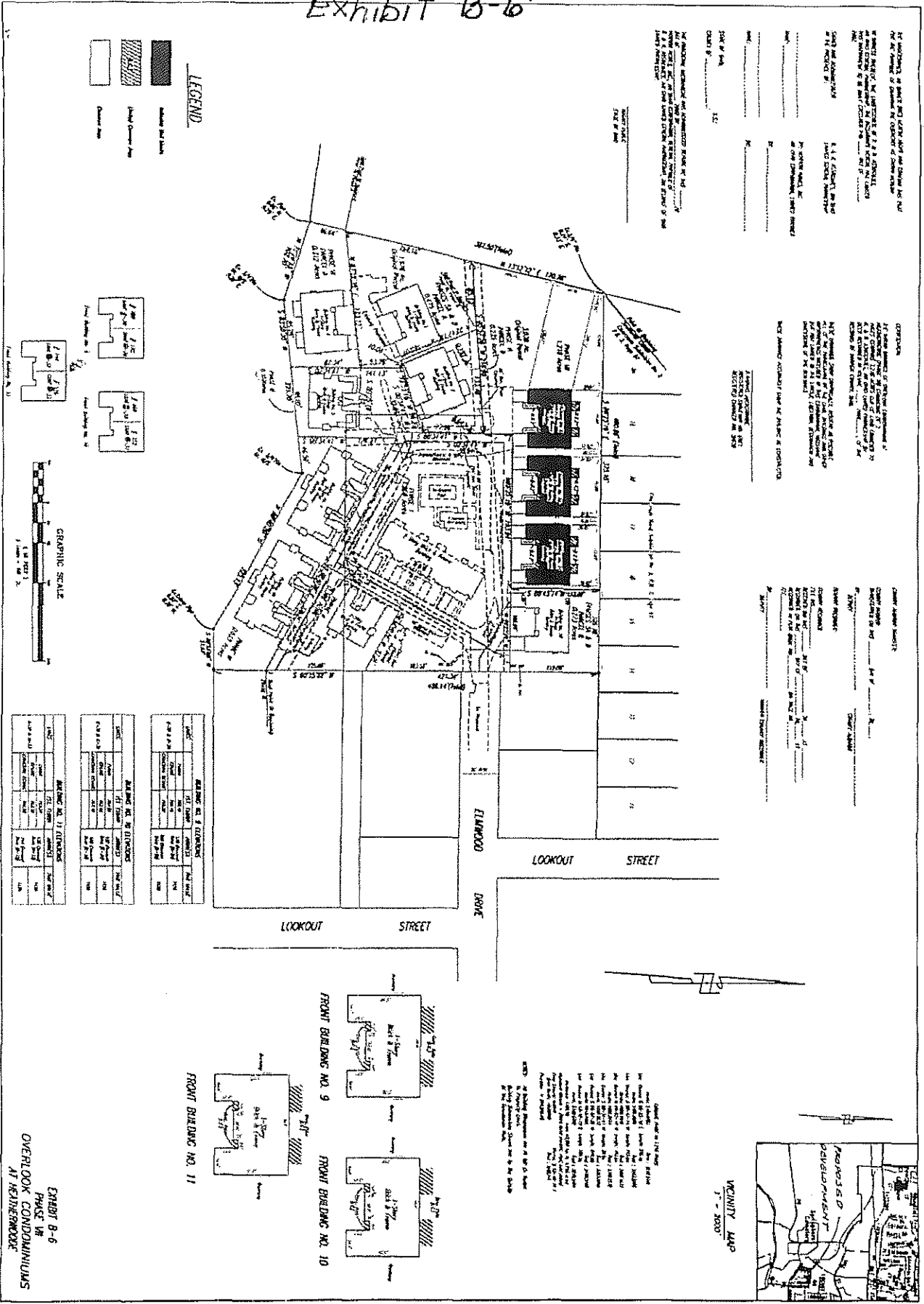
THUS CONTAINING 1.218 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Old	04-13-476-065	1.218 Ac
New	04-13-476-074	Unit 28
New	04-13-476-075	Unit 29
New	04-13-476-076	Unit 30
New	04-13-476-077	Unit 31
New	04-13-476-078	Unit 32
New	04-13-476-079	Unit 33
New	04-13-476-080	C/A

FILE:93-0799.L26

No Rem

Exhibit "B-6"

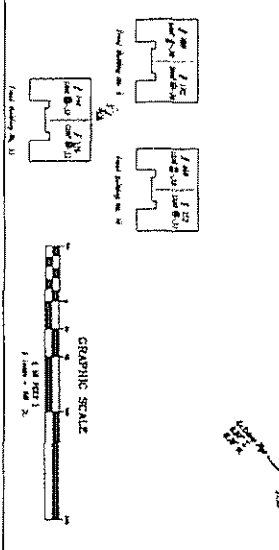


<p>CONDOMINIUM PLAN</p> <p>PHASE III SECTION 1A, TOWN 2, E. RANGE 5N CLEARCREEK TOWNSHIP CITY OF SPRINGBOUR, ANDREW COUNTY, OHIO</p>	<p>5-20-01</p> <p>H. Haggard</p> <p>T. Abernethy</p> <p>1" = 50'</p>	<p>OVERLOOK CONDOMINIUMS AT HEATHERWOOD</p>
	<p>1" = 50'</p>	

A. Civil Engineers/Surveyors
 1377 Columbia Road, Columbus, OH 43201
 (614) 265-5757

EXHIBIT B-6
 PHASE III
 OVERLOOK CONDOMINIUMS
 AT HEATHERWOOD

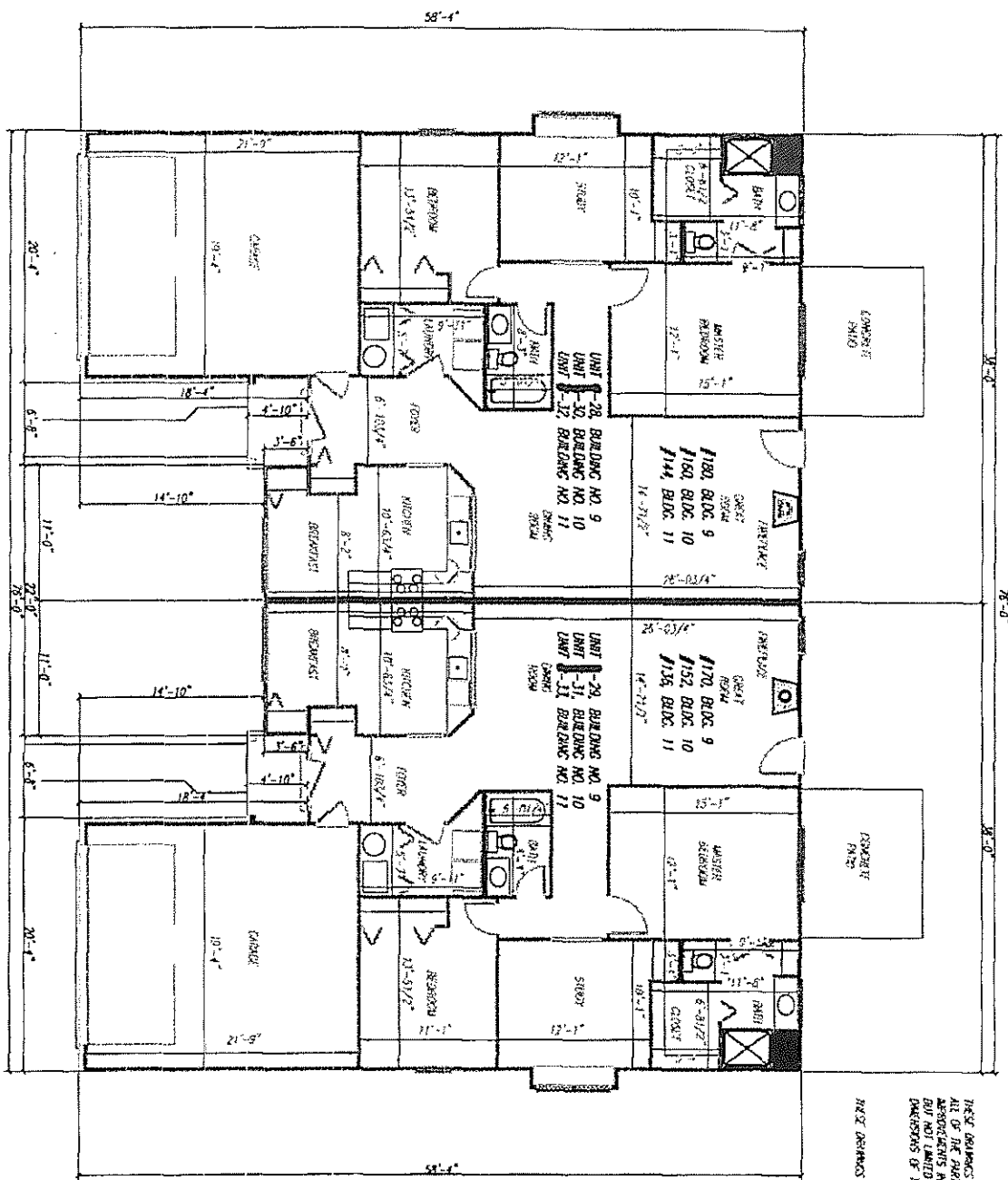
UNIT NO.	AREA (SQ. FT.)	COMMON AREA (SQ. FT.)	TOTAL AREA (SQ. FT.)
101	1,200	100	1,300
102	1,200	100	1,300
103	1,200	100	1,300
104	1,200	100	1,300
105	1,200	100	1,300
106	1,200	100	1,300
107	1,200	100	1,300
108	1,200	100	1,300
109	1,200	100	1,300
110	1,200	100	1,300
111	1,200	100	1,300
112	1,200	100	1,300
113	1,200	100	1,300
114	1,200	100	1,300
115	1,200	100	1,300
116	1,200	100	1,300
117	1,200	100	1,300
118	1,200	100	1,300
119	1,200	100	1,300
120	1,200	100	1,300



CONDOMINIUM PLAN

PHASE III
SECTION 1A, TOWN 2, E. RANGE 5N
CLEARCREEK TOWNSHIP
CITY OF SPRINGBOUR, ANDREW COUNTY, OHIO

OVERLOOK CONDOMINIUMS AT HEATHERWOOD



FRONT
 BUILDINGS #9, 10 & 11
 UNITS -28 & -29 BUILDING NO. 9
 UNITS -30 & -31 BUILDING NO. 10
 UNITS -32 & -33 BUILDING NO. 11

THESE DIMENSIONS SHOWN GRAPHICALLY, REGARDLESS AS POSSIBLE, ALL OF THE PARTICULARS OF THE LAND, BUILDINGS AND OTHER APPURTENANCES INCLUDED IN THIS CONDOMINIUM REGULATION, BUT NOT LIMITED TO THE LAYOUT, LOCATION, DIMENSIONS AND DIMENSIONS OF THE BUILDINGS.

PLANNING ARCHITECTURE
 REGISTERED SURVEYOR NO. 6241
 REGISTERED ENGINEER NO. 18866

EXHIBIT B-6
 PHASE VII
 OVERLOOK CONDOMINIUMS
 AT HEATHERWOOD

91-0789
A.
 Civil Engineers/Surveyors
 117 Taylor Road, Columbus, OH 43211-2018
 (614) 345-1747

CONDOMINIUM PLAN
 PHASE VII
 SECTION 13, TOWN 2, E. RANGE 54
 CLEARVIEW TOWNSHIP
 CITY OF SPRINGBORO, WARREN COUNTY, OHIO

DATE	5-20-01
BY	H. Haggard
BY	T. Adair
SCALE	1"=50'

OVERLOOK
 CONDOMINIUMS
 AT
 HEATHERWOOD

EXHIBIT "C-6"

CONDOMINIUM DATA SHEET

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
1	Pinehurst	333 Elmwood Drive Springboro, OH 45066	1000	2.7818%	1
2	Oakmont	329 Elmwood Drive Springboro, OH 45066	900	2.5033%	1
3	Muirfield	321 Elmwood Drive Springboro, OH 45066	900	2.5033%	1
4	Muirfield	325 Elmwood Drive Springboro, OH 45066	900	2.5033%	1
5	Muirfield	313 Elmwood Drive Springboro, OH 45066	900	2.5033%	1
6	Muirfield	317 Elmwood Drive Springboro, OH 45066	900	2.5033%	1
7	Pinehurst	309 Elmwood Drive Springboro, OH 45066	1000	2.7818%	1
8	Augusta	320 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
9	Broadmoor	308 Elmwood Drive Springboro, OH 45066	1000	2.7818%	1
10	Augusta	302 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
11	Greenbriar	298 Elmwood Drive Springboro, OH 45066	1000	2.7818%	1
12	Greenbriar II	294 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
13	Augusta	290 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
14	Augusta	282 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
15	Greenbriar	278 Elmwood Drive Springboro, OH 45066	1000	2.7818%	1
16	Greenbriar II	274 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
17	Augusta	270 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
18	Augusta	260 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
19	Augusta	250 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
20	Greenbriar II	128 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
21	Greenbriar II	120 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
22	Greenbriar II	210 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
23	Greenbriar II	220 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
24	Greenbriar II	240 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
25	Greenbriar II	230 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
26	Greenbriar II	200 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
27	Greenbriar II	190 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1

UNIT #	UNIT TYPE	UNIT ADDRESS	PAR VALUE OF UNIT	% INTEREST IN COMMON AREAS	VOTES
28	Greenbriar II	180 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
29	Greenbriar II	170 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
30	Greenbriar II	160 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
31	Greenbriar II	152 Elmwood Drive Springboro, OH 45066	1150	3.1989%	1
32	Greenbriar II	144 Elmwood Drive Springboro, OH 45066	1150	3.1988%	1
33	Greenbriar II	136 Elmwood Drive Springboro, OH 45066	1150	3.1988%	1
TOTAL			35,950	100%	33

As set forth on the condominium plat and drawings ("Exhibit "B") each condominium unit includes a garage which is designated as a limited common area by virtue of the designation "L.C." followed by the unit number to which such garage is appurtenant.

BETH DECKARD - WARREN COUNTY RECORDER
 Doc #: 294163 Type: AMEND DECLR
 Filed: 3/04/2002 13:44:00 46.00
 DR Volume: 2466 Page: 487 Returns: #
 Rec#: 5702 Pages: 10
 ARNDORF ROSEN & HUNT

350
 TRANSFERRED

MAR 04 2002
 2002 COMPLIED WITH
 W. NELSON, Auditor
 WARREN COUNTY, OHIO

BOOK 2466 PAGE 496

Aronoff, Rosen & Hunt

A Legal Professional Association

2400 Firststar Tower

425 Walnut Street

Cincinnati, Ohio 45202-3954

Telephone (513) 241-0400

Telecopier (513) 241-2877

E-Mail: arh@fuse.net

September 27, 1999

Irwin J. Aronoff
(1905-1987)

Irving H. Rosen
of Counsel

Columbus, Ohio Office
85 East Gay Street
Eleventh Floor

Columbus, Ohio 43215
Telephone (614) 221-8120
Telecopier (614) 221-0289

Aidy Heister

Stanley J. Aronoff
Stephen R. Hunt
Gregory Mehar
Mark W. Reis
Gary L. Hall
Edmonds P. DeGregorio
Richard A. Paolo
Mark D. Schraffenberger
Steven C. Martin
Valerie L. Van Valkenburg
**Also admitted in Kentucky*

Mr. Nicholas C. Bauer
BriLyn, Inc.
1250 Springfield Pike
Suite 400
Cincinnati, Ohio 45215

RE: Overlook Condominiums at Heatherwoode

Dear Nick:

In accordance with your recent request, enclosed please find the following:

1. Latest version of Disclosure Statement for Overlook Condominiums at Heatherwoode;
2. Seller's Affidavit.

As I indicated to you during our telephone conference, the Disclosure Statement is in the process of being revised to reflect that R & R Associates is completing the development of the Condominium project. As you know, a copy of the Disclosure Statement must be given to a prospective Purchaser prior to the date the Purchaser enters into a contract for the purchase of a condominium unit.

Please give me a call once you have had an opportunity to review the enclosed material.

Sincerely yours,

ARONOFF, ROSEN & HUNT



Stephen R. Hunt

SRH:mg
Enc.

DISCLOSURE STATEMENT

FOR

OVERLOOK CONDOMINIUMS AT HEATHERWOODE

THIS STATEMENT CONTAINS THE INFORMATION REQUIRED BY SECTION 5311.26, OHIO REVISED CODE, TO THE EXTENT SUCH INFORMATION IS AVAILABLE OR CAN BE REASONABLY ESTIMATED. AS THE DEVELOPMENT PLANS FOR THE CONDOMINIUM ARE REFINED AND MADE MORE DETAILED, THIS STATEMENT WILL BE REVISED TO REFLECT SUCH REFINEMENTS AND DETAILS. THIS STATEMENT IS NOT INTENDED TO BE A COMPLETE STATEMENT OF ALL PROVISIONS CONTAINED IN THE CONDOMINIUM INSTRUMENTS WHICH ESTABLISH OWNERSHIP OF OR EXERT CONTROL OVER THE CONDOMINIUM OR AN INDIVIDUAL UNIT THEREIN. FOR A COMPLETE DESCRIPTION OF ALL COVENANTS, CONDITIONS, RESTRICTIONS AND PROVISIONS APPLICABLE TO THE CONDOMINIUM, REFERENCE MUST BE MADE TO THE FULL TEXT OF THOSE DOCUMENTS.

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
1600 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

RECEIPT
FOR
DISCLOSURE STATEMENT
FOR
OVERLOOK CONDOMINIUMS AT HEATHERWOODE

The undersigned hereby acknowledge(s) receipt from Springboro Land Company Limited Partnership of (a) the Developer's Limited Warranty, and (b) the Disclosure Statement for Overlook Condominiums at Heatherwoode which is required pursuant to Ohio Revised Code §5311.26. The undersigned further acknowledge(s) that such Limited Warranty and Disclosure Statement were received, and will be reviewed, prior to the execution by the undersigned of any Construction and Purchase Agreement for a unit in Overlook Condominiums at Heatherwoode.

Date: _____

Purchaser

Purchaser

Developer's representative

SIGNING THIS RECEIPT DOES NOT OBLIGATE YOU IN ANY WAY BUT IS MERELY EVIDENCE THAT THE SELLER HAS COMPLIED WITH REQUIREMENTS OF OHIO LAW TO PROVIDE CERTAIN INFORMATION AND OPINIONS TO YOU.

OVERLOOK CONDOMINIUMS AT HEATHERWOODE

DISCLOSURE STATEMENT

The following disclosures are furnished to prospective purchasers of condominium units in Overlook Condominiums at Heatherwoode, pursuant to Section 5311.26 of the Ohio Revised Code.

1. Name and Location.

1.1 The name of the condominium development is Overlook Condominiums at Heatherwoode (hereinafter referred to as "Overlook Condominiums"). The development is located on Elmwood Drive in Springboro, Warren County, Ohio.

1.2 The name, address and telephone number of the Developer and Development Manager are as follows:

Springboro Land Company Limited Partnership
1250 Springfield Pike
Cincinnati, Ohio 45215
(513) 821-1990

2. Description

2.1 A condominium is a form of legal ownership of real property provided for in Chapter 5311 of the Ohio Revised Code. A condominium is created by the owner of the real estate filing a condominium declaration with the County Recorder. A condominium consists of two basic elements: common areas and facilities (hereinafter referred to as "common areas") and units. Each owner of a condominium unit owns his unit and owns an undivided interest in the common areas jointly with the other condominium unit owners. Included in the common areas, but restricted to the sole use of certain designated owners of units which are adjacent or assigned thereto, to the exclusion of other unit owners, are certain limited common areas and facilities (hereinafter referred to as "limited common areas"). These limited common areas may include, without limitation, porches, decks, patios, storage closets, air conditioning pads, and garages. All of the condominium unit owners govern their collective ownership of the common areas through a condominium unit owners' association.

2.2 Overlook Condominiums is an expandable condominium pursuant to the laws of Ohio, which may ultimately consist of 42 units with 6 different models which can be reversed. The units shall be situated in 10 buildings containing 2 to 11 separate units. The plans for the various types of units are contained in the drawings which are a part of the Declaration and Condominium Instruments. The top floor units may include vaulted ceilings and fireplaces may be available in selected models.

2.3 Overlook Condominiums will consist of the following basic types of condominium units:

<u>UNIT TYPE</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE SQ. FT. OF UNIT (EXCLUDING BSMT. & GARAGE)</u>	<u>PAR VALUE OF UNIT</u>	<u>ESTIMATED BASE PRICE</u>
Augusta	Two story unit with living room, dining room, kitchen, bedroom, a full bath, half bath and laundry room on the first floor, and a bedroom, a loft and full bath on the second floor. The unit includes a two car attached garage which shall be a limited common area.	1630	1150	\$134,000.00
Broadmoor	Two story townhome style unit with a living room, dining room, kitchen, and half bath on first floor, and two bedrooms and two full baths and laundry room on second floor. The unit includes a one car attached garage which shall be a limited common area.	1420	1000	\$124,000.00
Greenbriar	One story ranch style unit with living, room, dining room, kitchen, two bedrooms and two full baths, study (optional bedroom) and laundry room. The unit includes a one car attached garage which shall be a limited common area.	1450	1000	\$124,000.00
Muirfield	One story ranch style unit with a living room, dining room, kitchen, two bedrooms, two full baths and laundry room. The unit includes a one car detached garage which shall be a limited common area.	1260	900	\$100,000.00

Oakmont	Two story townhome style unit with living room, dining room, kitchen and half-bath on the first floor and two bedrooms, laundry room and one full bath on the second floor. The unit includes a one car detached garage which shall be a limited common area.	1260	900	\$100,000.00
Pinehurst	Two story townhome style unit with living room, dining room, kitchen, laundry room and half bath on first floor and three bedrooms and two full baths on the second floor. The unit includes a one car detached garage which shall be a limited common area.	1400	1000	\$110,000.00

2.4 Prices of each type of unit vary, from time to time, and are subject to change without notice. Prices also vary based on building location, views, floor and included options such as fireplaces and vaulted ceilings. The units will have a patio or deck attached to the unit and a storage closet may be available on selected models. The above descriptions may vary slightly from unit to unit depending on the options selected by the purchaser.

2.5 The interests being offered for sale are fee simple interests in each condominium unit, which fee simple interest includes each condominium unit's undivided interest in the common areas. Each of said interests will be subject only to conditions, restrictions and easements of record, including those referred to herein.

3. Status of Construction and Site Development

3.1 Overlook Condominiums is presently under construction. Phase I of Overlook Condominiums is completed and consists of 7 units in 1 building. Additional phases will be developed in sections consisting of 2 to 11 residential units per phase. As the construction of additional units is completed, such units shall be submitted to the condominium form of ownership. The Developer plans to add additional phases to the condominium but the Developer has no obligation to add additional phases or units to the condominium. Drawings showing the units and their location upon the common areas, are shown as Exhibit "B" to the Declaration and Amendments. The Developer has complied with all federal, state, and local statutes or regulations affecting the development and the subject property is properly zoned to facilitate the development.

3.2 Overlook Condominiums shall contain recreational facilities consisting of a pool house, a swimming pool and scenic trails which shall be located in the common areas. The Developer does not plan to construct, and has no obligation to construct, any other recreational facilities for Overlook

Condominiums. The Developer hereby disclaims any representation to the contrary made, or to be made, by any sales agent or other person.

4. Financing

4.1 The Developer, at this time, does not offer any financing arrangement to the purchasers of Overlook Condominiums condominium units except as provided in Exhibit "A" attached hereto and incorporated herein by reference. The financing set forth in the attached Exhibit "A" is provided through AmeriFirst Bank through its branch located in Springboro, Ohio.

4.2 All prospective purchasers are free to obtain financing from any bank or lending institution, and are not obligated in any way to accept the financing offered by or through the Developer. The above financing arrangements are subject to change without notice.

5. Warranties

The Developer has provided for specific warranties for structural elements and mechanical and other systems of Overlook Condominiums as set forth in the Declaration. These warranties are as follows:

5.1 Common Areas and Facilities - The Developer shall furnish, for a period of two years, the full cost of labor and materials for any repair or replacement of roofs and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium Property or additional property as a whole, occasioned or necessitated by defect in materials or workmanship. This two year warranty shall commence for property submitted by the Declaration on the date the deed is filed for record following the sale of the first Condominium unit, and for any additional properties submitted by amendment to the Declaration, on the date the deed is filed for record following the sale of the first Condominium unit interest in the additional property, in either case to a purchaser in good faith for value.

5.2 Units - The Developer warrants, for a period of one year, the materials and workmanship of structural, mechanical and other elements pertaining to each unit, and shall furnish the cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each unit, occasioned or necessitated by defect in materials or workmanship. This one year warranty commences on the date the deed is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value. Developer's Limited Warranty sets forth the guidelines for this warranty.

5.3 Appliances - In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances installed and furnished as part of the unit by the Developer, the valid assignment by the Developer to the Purchaser of a condominium ownership interest, of the expressed and implied warranties of the manufacturer shall satisfy the Developer's obligation hereunder with respect to such appliances, and the Developer's warranty is limited to the installation of said appliances.

5.4 Other Warranties - The Developer will assign to the Purchaser of a condominium unit, at the time of closing, all warranties made to the Developer that exceed the time periods specified in this Section with respect to any part of the units or common areas. Additionally, Developer's Limited Warranty sets forth certain warranties that may exceed the time periods set forth in this Section.

5.5 Copies of Warranties - Copies of all warranties given by manufacturers or suppliers will be kept on file in binders at the office of the Developer and will be kept open for inspection by perspective purchasers and unit owners during reasonable hours.

5.6 Limitations

5.6.1 No responsibility is assumed for damage from any cause whatsoever other than to repair or replace, at Developer's cost, property damaged by reason of the breach by Developer of any warranty given to the purchaser herein.

5.6.2 No responsibility is assumed by Developer for consequential or incidental damage, except to the extent, if any, not permitted to be excluded or limited by law.

5.6.3 The warranties contained in this Section 5 and the Developer's Limited Warranty are the only warranties given by Developer to purchasers (except warranties with respect to title), and Developer specifically excludes all implied warranties.

5.7 Warranty Service Any request for service must be sent in writing to the Developer at the address set forth in Section 1.2 or at such other address as the Developer may designate, from time to time, in writing. The Developer or its designated representative will commence performance of the Developer's obligations under the Warranty within 30 days after receipt of a request for service, and shall complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday 8:00 a.m. to 5:00 p.m.

6. Common Expenditures and Assessments

6.1 Each condominium unit's share of the common expenses is the percentage of such expenses equal to such condominium unit's percentage interest in the common areas. The percentage interest in the common areas appurtenant to each condominium unit is equal to the percentage that the Par Value of such unit (as set forth in the Declaration as it may be amended) is of the total Par Value of all the condominium units. The Par Value is based on the respective value of the units as determined by the Declarant. The Par Value does not necessarily reflect or relate in any way to the sale price or fair market value of any unit, and no opinion, appraisal or market transaction at a different figure shall affect the Par Value of any unit.

6.2 A 2 year projection, which has been revised and updated within the past 6 months, of annual expenditures necessary to operate and maintain the

common areas and facilities of Overlook Condominiums, including the assumptions and bases of such estimates is set forth in Exhibit "B" attached hereto and incorporated herein by reference. The estimated monthly cost per condominium unit of meeting these expenses (the "condominium assessment") is set forth in Exhibit "C" attached hereto and incorporated herein by reference.

6.3 At the closing on the purchase of a unit, the Purchaser is required to pay a sum equal to 2 months of the annual common expenses for a unit as his initial contribution to the working capital of the condominium unit owners' association. This amount equates to the sum of \$190.00 for units with a Par Value of 900, \$212.00 for units with a Par Value of 1000 and \$244.00 for units with a Par Value of 1150. These amounts will be used by the Association for its operating expenses. It is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, at the closing, each Purchaser of a unit is required to pay a prorata share of the condominium assessment due in the month of the closing.

6.4 The estimated monthly cost per condominium unit of utilities and the assumptions and bases of such estimates are set forth in Exhibit "D" attached hereto and incorporated herein by reference. Each unit owner shall be responsible for the separate utilized by such unit owner. Each unit shall be separately metered for water usage, however, the units in Phase I do not have separate external shut off valves. Consequently, the Association has guaranteed to the Springboro Water Department that the Association will pay for the water usage of any unit owner in Phase I who fails to pay for such utility usage. In the event a unit owner in Phase I fails to pay for such water usage, the Association shall have the right to place an assessment against such unit owner's unit for such unpaid water bills.

6.5 The estimated monthly cost of real estate taxes and the assumptions and bases of such estimates are set forth in Exhibit "E" attached hereto and incorporated herein by reference.

7. Management

7.1 The Declaration provides for administration of Overlook Condominiums by a non-profit corporation named Overlook at Heatherwoode Condominiums Association, referred to herein as the Association. Each unit owner shall be a member of the Association, and there shall be one vote for each condominium unit at meetings conducting the business of the Association.

7.2 The rights, powers and duties of the Association in the administration of Overlook Condominiums, shall be vested in the Board of Trustees and the officers of the Association. The Board of Trustees shall consist of a maximum of 5 members, elected by the unit owners, except that until the Developer has completed the sale and conveyance of 75% of all unit ownerships, or for a period of 5 years after filing of the Declaration, whichever occurs first, the Developer had the right to elect or appoint a majority of the Board of Trustees of the Association. The other member of the Board of Trustees shall be elected by the other unit owners. These provisions are spelled out in more detail in the Declaration.

7.3 In general, the management, maintenance, repair, alteration and improvements of the common areas and any property leased to the Association are the responsibility of the Association. However, the Association may delegate all or any portion of its authority to a manager or managing agent.

7.4 All purchasers are to be advised that the Condominium Instruments are binding legal documents. The applicable Ohio law defines "Condominium Instruments" as including the Declaration, the By-Laws, the drawings, and "all other documents, contracts, or instruments establishing ownership of or exerting control over the condominium property, or a unit". In general, the Declaration provides, pursuant to Ohio law, that the Declaration may be amended by a writing which shall be executed by at least 75% of the voting power of the Association. Such amendment must be executed with the same formalities as the Declaration, and must refer to the volume and page in which the Declaration is recorded. In some cases the consent of all unit owners shall be required for an amendment of the Declaration. Notwithstanding the above, the condominium Declarant, has reserved the right and power to amend the Declaration, without the consent of the unit owners, in order to increase the number of units in the condominium, to correct clerical or typographical errors, to clarify Declarant's original intent or to make any changes necessary or desirable to meet the requirements of any institution lender or governmental agency.

8. Management Contact

8.1 The Association, has entered into a contract with Association Administrators, Inc., a corporation unrelated to the Developer, for the management of Overlook Condominiums, including the common areas, for a 1 year period. During this period, the manager will receive monthly compensation equal to the greater of Twelve and 50/100 Dollars (\$12.50) per unit per month or Five Hundred and 00/100 Dollars (\$500.00). This management fee shall be considered one of the common expenses of the Association and shall be allocated to the individual units according to their percentages of interest in the common areas.

8.2 Under the terms of the Management Agreement, the manager shall be responsible for the collection of the regular monthly assessments and special assessments, and other income of the Association, and shall be responsible for the maintenance of Overlook Condominiums, including the common areas. In the exercise of its duties, the manager shall be responsible for furnishing labor and materials for the management of Overlook Condominiums, and shall give regular reports of its activities to the Association. A copy of the Management Agreement is attached hereto as Exhibit "F" and made a part of this Disclosure.

8.3 A unit owner who believes that the portion of the common expense 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, pursuant to Section 5311.18(c) of the Ohio Revised Code, commence an action for the discharge of the lien in the Court of Common Pleas of Warren County, Ohio. In the action, if it is finally determined that the portion of the common expenses has been improperly charged to the owner or his unit, the

Court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

9. Reserve Fund - Repair or Replacements

The Developer has included in the budget a reserve fund to provide for the cost of reconstruction, repair or replacement of capital improvements, the purchase of new capital improvements, and rehabilitation. The estimated assessment to be allocated to each unit is set forth in the budget attached hereto as Exhibit "B".

10. Matters of Title

10.1 Ownership - The property which may be submitted to the Condominium is owned by Springboro Land Company Limited Partnership, an Ohio limited partnership.

10.2 Mortgages and Liens - The property which has been submitted to the condominium at this time is not subject to any mortgages or liens other than liens for current real estate taxes not yet due and payable and mortgage liens in favor of Star Bank, N.A. and Amerifirst Bank.

10.3 Easements - Overlook Condominiums is subject to the following easements, each of which shall be perpetual, shall run with the land and shall inure to the benefit of and be binding upon the Developer, each unit owner, and every other person having an interest in Overlook Condominiums:

10.3.1 Right of Entry for Repair, Maintenance and Restoration -

The Association has the right of entry and access to, over, upon and through all of Overlook Condominiums, including each unit, to the extent necessary to enable the Association to perform its obligations, rights and duties pursuant to the Declaration with respect to maintenance, repair, replacement, restoration and/or servicing of any item, thing or area of or in Overlook Condominiums.

10.3.2 Easements for Encroachment - If by reason of the construction, movement or alteration of the buildings constituting part of Overlook Condominiums, or by reason of the repair, restoration, partial or total destruction and rebuilding of such buildings, any part of the common areas encroaches upon any part of a unit, any part of a unit encroaches upon any part of the common areas, or any part of a unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachments have been established. Such easements shall exist for the benefit of such unit(s) and the common areas so long as the encroaching structures remain. However, in no event shall an easement for any encroachment be created in favor of any unit owner if such encroachment occurred due to the willful conduct of said unit owner.

10.3.3 Utility Easements - An easement has been created upon, over and under all of Overlook Condominiums in favor of the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to, water, sewer, gas, telephone, electric, security and televisions. Any utility company may

construct and maintain the necessary poles, equipment, wires, circuits and conduits on, above, across and under Overlook Condominiums so long as such poles, equipment, wires, circuits and conduits do not, in the judgment of the Board of Trustees, unreasonably interfere with the use and enjoyment of Overlook Condominiums, and the Board of Trustees may grant to such utility company any such easement.

10.3.4 Easement for Developer - Developer, its designated successors and assigns, may be granted easements over such portion of the common areas as is reasonably necessary to complete the construction of improvements constituting the portions of Overlook Condominiums.

11. Escrow of Deposits

The Declaration provides that any deposit or down payment made in connection with the purchase of a unit shall be held in trust or escrow by the Developer until delivered at settlement or returned or otherwise credited to the Purchaser, or forfeited to the Developer. If such deposit or down payment is \$2,000.00 or more and is held for more than 90 days, interest at the rate of 4% per annum, for any period exceeding 90 days shall be credited to the Purchaser at closing or added to any forfeiture to the Developer. Deposits and down payments held in trust or escrow shall not be subject to attachment by creditors of the Developer or a Purchaser.

12. Restraints on Free Alienability

12.1. As provided in Declaration, there are certain restraints imposed upon unit owners regarding the renting or leasing of a unit. There are no other restraints in the Declaration on the free alienability of all or any part of the condominium property, except there are certain restrictions pertaining to the use and occupancy of the condominium units. Such restrictions, which are set forth in detail in the Declaration, provide:

12.1.1 There can be no partition of the common areas and facilities until the condominium itself is terminated.

12.1.2 Except for the construction, sales and management activities of the Developer, the condominium property shall be used for residential purposes in accordance with applicable zoning resolutions and such rules and regulations as may be from time to time adopted by the Association.

12.1.3 There shall be no obstruction of the common areas nor shall anything be stored or displayed in the common areas without the prior consent of the Developer and/or the Association.

12.1.4 No additional and/or accessory structures of any nature shall be erected upon the common areas without the prior written approval of the Association.

12.1.5 Parking on the common areas shall be prohibited except in those areas designated for parking by the Association. No junk vehicles, commercial vehicles, motor homes, recreational vehicles, trailers, boats,

Trucks of more than ½ ton shall be kept or used upon the common areas. This restriction does not apply to vehicles utilized by the Developer in connection with the development and construction of the condominium.

12.1.6 No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas except dogs, cats or other household pets may be kept in residential units, provided they are not raised, bred or kept for any commercial purpose. Dogs, cats or other household pets must be kept within the confines of the owner's unit, except when being held on hand leash by the person attending the animal. The unit owner shall be responsible for cleaning up after his household pet. The Association shall have the right to adopt additional rules pertaining to the size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets.

12.1.7 In order to maintain a uniform exterior appearance of the buildings, unit owners shall not cause or permit anything to be hung or placed on the inside or outside of the windows, including reflective-type materials.

12.1.8 No noxious or offensive activity shall be carried on in any unit or the common areas nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to any of the unit owners or occupants.

12.1.9 Nothing shall be done to any unit or in, on or to the common areas which would impair the structural integrity or would structurally change any of the buildings.

12.1.10 Without the prior written consent of the Association, no fencing or walls shall be permitted on the common areas with the exception of those installed by the Developer.

113. Pending Litigation

At this time, there is no litigation pending in any court concerning Overlook Condominiums.

14. Statement of Purchaser's Rights

Attached hereto as Attachment "1", and incorporated herein by reference, is a statement, in twenty point boldface type, as required by Section 5311.26(J) of the Ohio Revised Code, of Purchasers' rights to review the Condominium Instruments, to void the contract, and any conditions for the return of a deposit, and a statement of the rights of Purchasers under Section 5311.27 of the Ohio Revised Code.

EACH PURCHASER IS URGED TO READ AND STUDY THE CONDOMINIUM DECLARATION, BY-LAWS AND DRAWINGS, BECAUSE OWNERSHIP AND USE OF EACH UNIT WILL BE SUBJECT TO THE RESTRICTIONS, ENCUMBRANCES, EASEMENTS, LIENS AND AGREEMENTS SET FORTH THEREIN.

EXHIBIT B

OVERLOOK CONDOMINIUMS AT HEATHERWOODE
PROJECTED OPERATING BUDGET
42 HOMES

INCOME

PER UNIT PER MONTH

Oakmont/Muirfield	\$ 95.00 x 11 homes x 12 = \$12,540
Pinehurst/Broadmoor/Greenbriar	\$106.00 x 13 homes x 12 = \$16,536
Augusta	\$122.00 x 18 homes x 12 = <u>\$26,352</u>
TOTAL	\$55,428

EXPENSES

1. Water & Sewer	\$ 150	\$.29
2. Common Electric	\$ 1,570	\$ 3.11
3. Snow Pushing	\$ 1,782	\$ 3.54
4. Building Maintenance	\$ 3,500	\$ 6.94
5. Pool Maintenance	\$ 5,100	\$ 10.13
6. Pool Chemicals & Supplies	\$ 1,500	\$ 2.98
7. Landscape Maintenance	\$11,385	\$ 22.58
8. Insurance	\$ 4,876	\$ 9.68
9. Postage/Printing/Supplies	\$ 1,300	\$ 2.58
10. Management	\$ 6,300	\$ 12.50
11. Legal & Audit	\$ 400	\$.79
12. Replacement Reserves	<u>\$17,328</u>	<u>\$ 34.38</u>
TOTAL:	\$55,191	\$109.50

Based on 504 unit months (42 units x 12 months).

OVERLOOK CONDOMINIUMS AT HEATHERWOODE
 PROJECTED OPERATING BUDGET
 42 HOMES

EXPENSES:

1. <u>WATER AND SEWER</u>	\$ 150
Pool water: Initial filling is not charged for sewer. (meter readings before and after required) Estimated \$150 per year.	
2. <u>COMMON ELECTRIC</u>	\$ 1,570
Estimated cost for entrance lighting (\$100), pool pumps, (\$150 /season), and pool house operation (\$600/year) and street post lights (8 @ \$7.50/month).	
3. <u>SNOW PUSHING</u>	\$ 1,782
Estimated 6 snow falls: Plowing - 1 hour @ \$72/hr./snow - \$432 Sidewalks - 3½ hours @ \$50/hr./snow - \$1,050 Salt for roadways - \$200 Calcium Chloride for sidewalks - \$100	
4. <u>BUILDING MAINTENANCE</u>	\$ 3,500
Estimated cost to maintain siding, gutters, downspouts, vents, roofs, garages, common area lighting repairs and bulb replacements and emergency calls.	
5. <u>POOL MAINTENANCE</u>	\$ 5,100
Daily maintenance, cleaning, chemical readings required by the Health Department, annual permits and cleaning of rest-rooms:	
a. opening/closing & pre opening maintenance	\$1,100
b. pool permit - Warren County	\$ 115
c. daily pool maintenance (including pool building)	\$3,030
d. winter maintenance (\$45 x 7 months)	\$ 315
e. phone	\$ 340
f. miscellaneous pool repairs, gates and fence repairs and filter equipment	\$ 200
6. <u>POOL CHEMICALS AND SUPPLIES</u>	\$ 1,500
Chlorine, test kits, safety equipment, keys and locks, cleaning supplies and equipment.	

<p>7. <u>LANDSCAPE MAINTENANCE</u></p> <p>Estimated 9 month lawn contract to include:</p> <ul style="list-style-type: none"> a. grass cutting, edging, debris pick up and planting bed maintenance for units, entrance and pool area - \$8,820 b. tree and shrub pruning twice per season - \$700 c. fertilizing applications - 3 @ \$255 = \$765 d. tree and shrub insect and disease applications (3x) and fertilizing (2x) - \$700 e. tree and shrub removal and replacements - \$400 	<p>\$11,385</p>
<p>8. <u>INSURANCE</u></p> <p>Full replacement cost property coverage on a blanket basis calculated on an insurance value of \$3,150,000. General liability, including improvements and betterments, earthquake and flood protection.</p>	<p>\$ 4,876</p>
<p>9. <u>POSTAGE/PRINTING/SUPPLIES</u></p> <p>Direct costs to provide:</p> <ul style="list-style-type: none"> a. newsletter b. notices c. coupon assessment payment booklets d. welcome books e. copies, postage, printing f. supplies, corporate books, stationary g. bank charges h. annual membership meeting expenses 	<p>\$ 1,300</p>
<p>10. <u>MANAGEMENT</u></p> <p>To provide detailed services as outlined in agreement with Association Administrators, Inc. at \$12.50 per unit, per month.</p>	<p>\$ 6,300</p>
<p>11. <u>LEGAL AND AUDIT</u></p> <p>Miscellaneous costs of collection and preparation of annual tax return.</p>	<p>\$ 400</p>
<p>12. <u>RESERVE FOR REPLACEMENT</u></p> <p>See Attached Detail.</p>	<p>\$17,328</p>
<p>TOTAL</p>	<p>----- \$55,191</p>

EXHIBIT "D"

ESTIMATED UTILITY EXPENSE
PER UNIT PER MONTH

UNIT TYPE	MONTHLY COST IN FIRST YEAR	MONTHLY COST IN SECOND YEAR
Augusta	\$162.00	\$178.00
Broadmoor	\$152.00	\$167.00
Greenbriar	\$152.00	\$167.00
Muirfield	\$140.00	\$154.00
Oakmont	\$140.00	\$154.00
Pinehurst	\$152.00	\$167.00

ASSUMPTIONS AND BASIS OF ESTIMATES

1. The above estimates cover electric, water, sewer and trash charges for the units.
2. The electric portion of the above estimates includes the cost of heating and cooling such unit and heating water used as hot water in such unit.
3. The water, sewer and trash collection portion of the above estimates includes all water, sewer and trash collection fees for such unit and assumes a monthly water usage of 10,000 gallons.
4. The above estimates were provided by Cincinnati Gas & Electric and the City of Springboro, based on a description provided to them by Developer of the size of each unit and the type of utility appliances serving each unit.
5. Actual utility expenses can vary greatly from the above estimates depending on the actual weather conditions, family size, lifestyle and utility usage habits.
5. It is estimated that all expenses during the second year of operation will be increased by 10% over the expenses incurred in the first year of operation. Second year numbers have been rounded to the nearest even dollar amount.

EXHIBIT "E"

ESTIMATED REAL ESTATE TAXES

UNIT TYPE	ANNUAL REAL ESTATE TAX LIABILITY	MONTHLY REAL ESTATE TAX LIABILITY (ALTHOUGH TAXES ARE BILLED SEMI-ANNUALLY)
Augusta	\$1,830.00	\$152.50
Broadmoor	\$1,690.00	\$140.83
Greenbriar	\$1,690.00	\$140.83
Muirfield	\$1,365.00	\$113.75
Oakmont	\$1,365.00	\$113.75
Pinehurst	\$1,500.00	\$125.00

ASSUMPTIONS AND BASIS OF ESTIMATES

1. At the time of this statement, the Warren County Auditor has not yet designated each unit as a separate tax parcel. The above estimates assume that the Warren County Auditor has designated each unit as a separate real estate tax parcel.
2. The Developer has no way of knowing what valuation will be placed on each unit by the Warren County Auditor when the auditor designates each unit as a separate tax parcel. The above estimates are based on the assumption that the units are valued for tax purposes at 35% of the estimated base price for a unit. Options selected by a purchaser may increase the amount of the monthly real estate tax liability.
3. At the time each unit is designated as a separate tax parcel, the Developer has no way of knowing what tax rate will be applicable. The above estimates are based on the tax rate currently in effect, and such estimates assume that the roll back currently in effect will remain in effect.



This agreement made the _____ day of _____, 199____, by and between Overlook at Heather Woode Condominium Association (an Ohio not-for-profit corporation hereinafter called the "Association") and Association Administrators, Inc., (an Ohio corporation hereinafter called "Managing Agent"). This agreement is made in consideration of the services Managing Agent hereby agrees to render and the compensation the Association hereby agrees to pay the Managing Agent.

I. APPOINTMENT

The Association hereby appoints Managing Agent and Managing Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as managerial agent of the Association. This appointment is made for the purpose of supervising the maintenance of the Association's interests and obtaining the professional management services as described in the agreement. Subject to any limitations contained herein, the Association grants such power and authority to the Managing Agent as are reasonably necessary and incident to Managing Agent's performance of the duties herein assumed.

It is understood and agreed that the authority and duties conferred upon Managing Agent hereunder are confined to elements and areas as instructed by the Board of Trustees of the Association and as defined in the Declaration for Overlook at Heather Woode Condominium Association together with all amendments thereto.

II. MANAGING AGENT'S DUTIES

A. STAFFING, PERSONNEL SUPERVISION, OFFICE FACILITIES

Managing Agent Shall:

1. Provide at Managing Agent's expense a Community Administrator under direction of a Corporate Officer, with responsibility for day-to-day management activities including supervision of personnel. It is understood that the Community Administrator will maintain an office in the Managing Agent's office. No on-site office hours will be maintained.
2. Recruit, hire, fire, train and supervise both permanent and temporary employees who are compensated by the Association.
3. Provide an emergency contact system.



B. ADMINISTRATIVE AND PROFESSIONAL MANAGEMENT SUPPORT
Managing Agent Shall:

1. Maintain businesslike relations with, and respond to service requests from Association members in a systematic manner.
2. Maintain all records, documents and books of the Association, pertaining to the financial, administrative, and legal affairs of the Association as well as governing documents, insurance documents, and documents pertaining to compliance with local, state and federal governmental requirements.
3. Distribute information to Association Members regarding assessment notices, applicable policies, directives, By-laws, rules, regulations, procedures and restrictions as may be specially directed by the Board of Trustees and is outlined in this agreement. Cost of supplies used and distribution of expenses incurred for the dissemination of this information shall be borne by the Association.
4. Prepare and mail twelve (12) newsletters on an annual basis, financial reports, two (2) delinquency notices per occurrence pertaining to collection of Association assessments and two (2) violation letters per occurrence, as per agreement. Cost of supplies used in preparation shall be borne by the Association.
5. The Association retains the primary responsibility of enforcing the provisions of its Covenants, Conditions and Restrictions, Articles of Incorporation, By-Laws, Rules and Regulations, and Contracts; however, Managing Agent will provide administrative support in these matters.
6. Managing Agent shall undertake reasonable efforts to implement the Association's decisions subject to the compensation schedule set forth in the written Agreement. However, Managing Agent shall not be obligated to implement any decision which (i) is contrary to applicable law or governing documents, (ii) would involve transactions or services about which Managing Agent has no expertise, knowledge, or licenses, or (iii) would involve transactions or services which are not expressed in this Agreement. If compelled to act on behalf of a directive of the Association which may be in conflict with this provision, the Managing Agent, at the expense of the Association, upon prior notice to the Association, may seek an independent opinion.

7. Managing Agent is not authorized to practice law. The Association understands that Managing Agent does not provide legal services and that this agreement does not include the rendering of legal services by Managing Agent, or any attorney at law employed by Managing Agent. If legal assistance is necessary, Managing Agent will engage independent counsel approved by the Association and all legal fees, costs and expenses attendant to such engagement shall be operating expense of the Association.
8. Managing Agent will attend:
 - a) The Annual Meeting of the Association members,
 - b) Twelve (12) meetings of the Board of Trustees, said meetings will be held at a mutually agreeable times and not to be held on weekends or National holidays or to exceed two (2) hours in duration. Other meetings or meetings exceeding this time limit or held on weekends or holidays and meetings cancelled without forty-eight (48) hours notice, shall be charged in accordance with the provisions in Schedule A.
9. In preparation for the scheduled meetings, the Managing Agent agrees to provide:
 - a) Written management report,
 - b) Meeting agenda,
 - c) Financial reports as outlined in Section C,
 - d) Annual planning calendar (January),
 - e) All pertinent correspondence, bids, specifications, etc.
10. Designation of Corporate Contact. Association shall designate a single individual who shall be authorized to deal with the Managing Agent on any matter relating to the management of the Association and Project, hereinafter called the "Corporate Contact". The Managing Agent is directed to accept directions or instructions with regard to the management of the Association from no one else except in the form of a resolution at a duly called meeting of the Board. In the absence of any other designation by Association, the President of the Board shall have this authority.

11. The Association understands that the Managing Agent is engaged in similar management duties under contract with other Associations and property owners; and therefore, it is not intended that the Managing Agent or its designated representatives devote full-time to the business of the Association. Agent shall, however, devote such time to the business of the Association as may be necessary to cause the orderly operation thereof, consistent with sound business practice and professional standards and with due consideration to compensation paid hereunder. The Association also understands that Agent is engaged to perform services in relation to matters arising only during the term of this agreement, termed "Current Services", and that the base compensation hereunder does not cover services for matters which precede or follow the term hereof or extension thereof.

C. FISCAL, FINANCIAL AND ACCOUNTING SERVICES
Managing Agent Shall:

1. Establish and maintain standard bookkeeping procedures for the purpose of keeping satisfactory financial records of all receipts, income, expenses, disbursements, assets and liabilities belonging to or owned by the Association. Said financial records shall be available for review by members of the Association's Board of Trustees.
2. Establish and maintain the billing and collection system for the receipt and enforcement of Association assessments. Follow set procedures for all collections, posting and maintenance of individual unit owners ledgers, preparation of monthly statements itemizing delinquent member assessments, mailing of delinquency notices and forwarding delinquency information to the Association's Attorney, rendering assistance to the Association's Attorney with regard to the recording of required liens as outlined in Schedule A.
3. Establish, in the Association's name, all bank accounts of the Association, including checking, and Reserve Accounts. The Managing Agent shall make all required disbursements for the Association. The Managing Agent shall make all disbursements from assessments collected for normal expenses as provided in the Board-approved

budget. Check runs are scheduled bi-weekly. The Managing Agent will be granted authority to make any budget expenditures as provided in the approved budget at the Managing Agent's own discretion. All non-budget expenditures (exceeding \$1,000.00) will be made only with the prior approval of the Board, except in the cases of emergency which require prompt action to avoid further loss.

4. Prepare and distribute from Association funds, the payment of all bills, obligations, and salary expenses of the Association on a timely basis so as to take advantage of all available discounts and avoid any penalties or finance charges providing funds are available. Managing Agent agrees that if any rebates or discounts are collected or realized by the Agent, said rebates and discounts will be promptly credited to the account of the Association.
5. Prepare and distribute to the Association's Board of Trustees on or about the fifteenth (15th) of each month, the following:
 - a) Monthly statement of receipts and disbursements and comparison to budget,
 - b) Year-to-date statement of receipts and disbursements and comparison to budget,
 - c) Monthly statement of assessment delinquencies and prepaid assessments,
 - d) Monthly reserve statement.
6. Select and contract with an independent auditor, approved by the Board of Trustees, for the annual certified audit of the Association's books and records, and preparation of the annual tax returns. Cost to be borne by the Association.
7. Assist the Board in its financial planning with a proposed budget and assessment schedule for the ensuing year, an annual itemized accounting of income and expenses, and a comparison of such expenses and income with that of the preceding fiscal year and that budgeted for the current year.

D. INSURANCE

Managing Agent Shall:

1. Prepare insurance specification, secure bids and analyze respective coverage of all insurance bids upon request by the Association's Board of Trustees.
2. Upon written resolution of the Association's Board of Trustees, enter into contracts to acquire insurance coverage.
3. Pay the premium expense, with Association funds, on all insurance coverage and contracts authorized by the Association's Board of Trustees.
4. Process and coordinate a maximum of four (4) insurance claims on an annual basis.

E. MAINTENANCE

Managing Agent Shall:

1. Direct the performance of maintenance and other necessary services and the supply of materials provided by independent contractors or employees engaged contractually by or under the written ratification of the Association's Board of Trustees.
2. Inform the Association's Board of Trustees when any maintenance services or material supplies provided by said independent contractor or employees are not in accordance with the terms of the contract(s) or work order(s) as authorized by the Board of Trustees.
3. Twenty-four (24) on-site inspections during the term of this agreement.
4. In the event of an emergency situation presenting an immediate danger to persons or Association property, Managing Agent is authorized to take appropriate action to protect persons and preserve property and then shall inform the President of the Board of Trustees of such action.

5. As part of this agreement, Managing Agent agrees to provide inspection of the community no more than two (2) times by maintenance consultant and one (1) time by landscape consultant.
6. In order to facilitate efficient operation of the physical plant, Association shall furnish Managing Agent with complete set of plans for the Project, including, but not limited to, site plan, as-built construction plans, landscape plans, irrigation plans, mechanical plans and plans for all safety installations such as fire protection and security systems.
7. Managing Agent will solicit no more than three (3) bids for each contracted job; however, the Managing Agent cannot be responsible for the number received.

III. MANAGEMENT FEES, COST AND DURATION OF AGREEMENT

This agreement shall be in effect for the period beginning _____, 199__, and ending _____, 199__

- a) The Association shall pay to the Managing Agent a fee equal to \$500.00 per month or \$12.50 per unit per month, whichever is greater. This fee shall be due and payable on the first of every month during the term of this Agreement.
- b) In the event that the Association requests the Managing Agent to provide other services than those required of Managing Agent as described herein, such services shall be performed as outlined in Schedule A.

IV. TURNOVER OF RECORDS

1. The following records shall be provided to the Association by the Managing Agent within thirty (30) days of the date of the termination of this Agreement:
 - a) Copies of all tax returns of the Association retained by the Managing Agent;

b) All bank statements, canceled checks and other bank records of the Association retained by the Managing Agent;

c) Copies of all financial statements if not previously provided to the Association;

d) All accounting and legal records of the Association including by way of example but not limitation, general ledger, general journal, accounts payable information (including copies of unpaid invoices), monthly assessment records, corporate minute book, unit owner roster and contracts and other documents to which the Association is a party.

2. Any funds belonging to the Association shall be returned to the Association on the termination date of this Agreement, with the exception that the Managing Agent may, at its discretion, retain in an escrow account the sum of money which is necessary to pay accounts payable which are the obligation of the Association to pay. The Managing Agent in the event it retains any of the sums described herein, shall provide the Association with an accounting showing the purposes of the retention at the time it returns the remaining funds to the Association.

3. Any notice from the Managing Agent to the Association shall be in writing and shall be given to the President of the Association's Board of Trustees, either personally or by mail addressed to the address set forth below or of such other person and at such other address as the Board may subsequently direct in writing:

4. Except with respect to willful misconduct on the part of Association Administrators, Inc., Overlook at Heather Woode Condominium Association shall indemnify Association Administrators, Inc. against any and all cost, expenses, attorney fees, suits, liabilities and damages from or connected with the management of Overlook at Heather Woode Condominium Association. Overlook at Heather Woode Condominium Association further agrees to defend against any claims brought or actions filed against Association Administrators, Inc., with respect to its management of said property, whether said claims are rightfully or wrongfully brought.

ASSOCIATION
ADMINISTRATORS
INC.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first noted herein.

Overlook at Heather Woode Condominium Association

BY: _____

TITLE: _____

ASSOCIATION ADMINISTRATORS, INC.
144 Merchant Street, Suite 150
Cincinnati, Ohio 45246

BY: _____

THOMAS W. JOHNSON, CPM
President



SCHEDULE "A"

Section I - Schedule of hourly charges by job type.

	<u>HOURLY</u>
A. Principal Officer of Managing Agent	\$ 50.00
B. Community Administrator	\$ 35.00
C. Administrative Assistant	\$ 25.00
D. Accounting Personnel	\$ 25.00
E. Word Processing/Clerical	\$ 19.00

Section II - Itemized charges for services not included in the basic contract.

Resale Assessment Status Certificate (1)	\$ 15.00
Labels	\$.30 per page of labels
Material Reproduction	\$.15 per copy
Postage/Messenger	at cost
Certified Letters	\$ 10.00 plus postage
Unit Owner Turnover Charge	\$ 15.00 per turnover
Returned check charges (2)	\$ 15.00 per returned check
Budget certificate requested by Federal Agency (3)	\$ 50.00 per statement

ASSOCIATION
ADMINISTRATORS
INC.

Printing - e.g. Association letterhead stationary and coupon payment books	at cost
Bank Charges	at cost
Processing, accounting and handling of additional or special assessments	\$ 2.50 per unit plus postage and printing
Association mailings other than four (4) newsletters, one (1) notice of annual assessments and one (1) annual meeting notice	\$100.00 per mailing plus postage and printing
Directly associated long distance and toll call charges	at cost
Coordination, supervision and processing, completion and final payment of insurance claims involving more than \$2,500.00 or in addition to those contained in Section E4.	\$ 50.00 per hour
Required meeting attendance in addition to those outlined in Item II contained herein.	\$100.00 per meeting
All on site "employees" of the Association will be placed on Association Administrators, Inc. payroll and be reimbursed to Association Administrators, Inc., if applicable.	At the rate of 135% of gross wages plus actual cost of medical group insurance
Processing charge for the filing of liens. Coordination and supervision in conjunction with the Association's attorney.	\$ 50.00 per lien
Charge for coordination and supervision with the Association's attorney of any foreclosure proceeding.	\$ 50.00 per foreclosure
Special payments. Where Managing Agent is required to render disbursements outside the normal bi-weekly disbursement cycle.	\$ 15.00 per check

ASSOCIATION
ADMINISTRATORS
INC.

Each on-site inspection in addition to those outlined in in agreement	\$ 50.00 per each
Additional inspections and or consultation with maintenance or landscape consultant	\$ 35.00 per hour
First and second violation and late assessments notice per occurrence at no charge: Additional letters	\$ 10.00 per letter
First Right of Refusal letters	\$ 10.00 per letter
Clubhouse Coordination	\$ 25.00 per reservation
Storage by Managing Agent of Corporate records after Annual Audit	\$120.00 per year

The fees and cost enumerated in Schedule A are based on Agent's schedule of hourly rates in effect as of the date of this Agreement and are subject to change with the adoption of a revised schedule of hourly rates by Agent.

- (1) Can be charged to seller of unit
- (2) Can be charged to unit
- (3) Can be charged to lender

ATTACHMENT 1

Provided Pursuant to §5311.26 (J) of the Ohio Revised Code.

1. Right to Review Condominium Instruments. The Purchaser has the right to review the condominium instruments and should review them prior to entering into a contract for the purchase of a unit.

2. Purchaser's Right to Void the Contract. In the event that a contract for the purchase of a unit is executed in violation of Sections 5311.25 or 5311.26 of the Ohio Revised Code, (setting forth certain requirements to be complied with and disclosures to be made by the Declarant), the contract shall be voidable by the Purchaser for a period of 15 days after the later to occur of the following dates:

A. The date of the execution by both the Purchaser and the Declarant of the purchase contract; and

B. The date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Ohio Revised Code.

Upon exercise of a Purchaser's right to void the contract, the Declarant or his agent shall refund

fully and promptly to the Purchaser any deposit or other prepaid fee or item and any amount paid on the purchase price and shall pay all closing costs paid by the Purchaser or for which the Purchaser is liable in connection with the void sale.

3. Conditions for the Return of Deposits. A Purchaser who wishes to void his purchase contract because of a violation of Section 5311.25 or 5311.26 of the Ohio Revised Code and obtain a return of his deposit, must notify the Declarant in writing prior to the expiration of the previously mentioned 15-day period. There are no other conditions under the purchase contract for the return of the Purchaser's deposit except where a contract contingency, if any, is not met, and the contract requires the return of the deposit.

4. Rights of Purchasers under Section 5311.27.

A. In addition to any other remedy available, a purchaser has the rights described in paragraph numbered 2 of this attachment with regard to voiding the purchase contract.

B. Any declarant or agent who sells a condominium unit in violation of Section 5311.25 or 5311.26 of the Ohio Revised Code shall be liable to the purchaser in an amount equal to the difference between the amount paid for the unit and the least of the following amounts:

1. The fair market value of the unit as of the time the suit is brought;

2. The price at which the unit is disposed of in a bona fide market transaction before suit; and

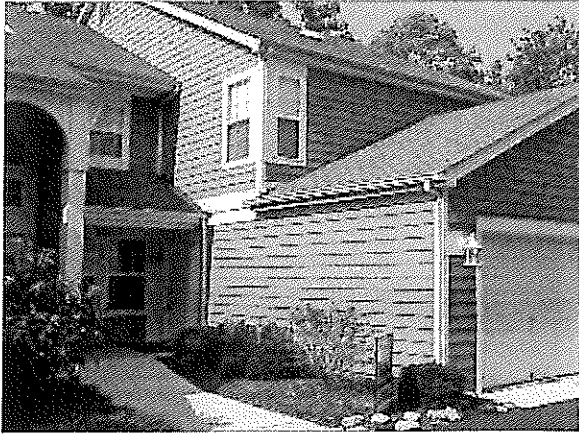
3. The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under this division be less than the sum of \$500 for each violation against each purchaser bringing an action under this division, together with court costs and reasonable attorneys' fees. If the purchaser complaining of the such violation has brought or maintained an action he knew to be groundless or in bad faith and the declarant or agent prevails, the court shall award reasonable attorneys' fees to the declarant or agent.

C. Subsection 5311.27 (C) of the Ohio Revised Code permits the attorney general to pursue certain remedies under certain circumstances which, if successful, could benefit the purchasers or prospective purchasers of units in the condominium.

PENDNG 02/28/01 CD: DOM:365 SO: OP\$ 116,000 SP\$
 C697392 E15CC 298 ELMWOOD DR UN#298 Subu:SPRINGBORO LPS 116,000
 Cnty:SPRINGBORO Cnty:WARREN State:OH
 Mbd:OVERLOOK Twp :CLEARCREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 PAST HEATHERWOOD GOLF COURSE TO
 LEFT ON ELMWOOD DR

5 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	16x13	1
Liv:	15x16	1	Bd2:	13x11	1
Din:	11x10	1	Bd3:		
Kit:	15x12	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din:	Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :3	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att,Front	Year:1997	Elem:SPRINGBORO
Arc :Tradtnal	Prkg:Offstrt	New :N Existing Str	JHS :SPRINGBORO
Con :Wood	Fpl :1 Gas,Marble	Lot :condo	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:815	PEle:CHOICE
nd:Alum,Dbl Hung*	Sew :Public	TxRate:OFREC	PHig:CHOICE
neat:Elec,ForcAir	Zone:Res	Asmt:OFREC	Lev Condo: 1
Cool:Cen Air	Ease:Of Rec	Occ :Negotiab	HOA Fee \$ 106
TaxID:04134760380		Tran:	Auction :N
Oth TaxID:			
Spec Fin :N			

-----REMARKS-----

A LOVELY CONDO W/2 BEDROOMS, FORMAL DINING AND EAT-IN KITCHEN. LIVING RM HAS WALKOUT TO PATIO THAT OVERLOOKS HEATHERWOODE GOLF COURSE. POOL & CLUB HOUSE, VERY QUIET AND PRIVATE

-----FEATURES-----

Wind:Storm	Ent :Ceramic Tile	Liv :WW Carpet	Liv :Fireplace
Liv :Walkout	Din :WW Carpet	Din :Chandelier	Kit :Vinyl Floor
Kit :Eat-In	Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet
Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Dbl Vanity	Bath:Tub
Bath:Ceramic Tile	Ins :French Doors	Outs:Patio	Outs:Pool Ingrnd
Outs:Wooded Lot	Misc:Cable TV	Misc:Smoke Alarm	View:Lake/Pond
View:Woods	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Assn Dues	HOA :Prof Mgmt	HOA :Landscaping	HOA :Snow Removal

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:E214 185	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

ACT CD: DOM: SO: OP\$ SP\$
 C735291 E15CC 274 ELMWOOD DR UN#274 Subu:SPRINGBORO LP\$ 129,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEARCREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH ST RT 741, LEFT ON ELMWOOD DRIVE
 TO OVERLOOK CONDO'S



	DIM	LEV		DIM	LEV
Ent:			Mbd:	16x14	2
Liv:	26x16	2	Bd2:	15x12	2
Din:			Bd3:	13x 8	2
Kit:	12x11	2	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	2
Stu:			Bath #2	F	2
Rec:			Bath #3		
Lau:	8x 8	1	Bath #4		
Family Rm :	N		Bedrm	Levl:N	
Formal Din:	N		Bathrm	Levl:N	

Type:Attached	Bsmt:None	Age :4	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att,Front	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstr	New :N Existing Str	JHS :SPRINGBORO
Con :Brick	Fpl :1 Wood,Marble	Lot :condo	Mid :SPRINGBORO
Fnd :Slab	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:788.00	PEle:CHOICE
Insul:Insul,Dbl Hung	Sew :Public	TxRate:NA	PHig:CHOICE
Heat:Elec,ForcAir,*	Zone:Res	Asmt:NA	Lev Condo: 2
Cool:Cen Air	Ease:Of Rec	Occ :Negotiab	HOA Fee \$ 128
TaxID:04134760430		Tran:	Auction :N
Oth TaxID:			
Spec Fin :N			

-----REMARKS-----

A GREAT CONDO IN A FANTASTIC COMMUNITY. 3 BED/2 FULL BATHS. LARGE GREAT ROOM OVERLOOKS HEATHERWOOD GOLF COURSE. LARGE EAT-IN KITCHEN WITH LOTS OF CABINETS. ATTACHED GARAGE. COMMUNITY POOL AND CLUBHOUSE.

-----FEATURES-----

Ent :Ceramic Tile	Liv :WW Carpet	Liv :Great Room	Liv :Fireplace
Liv :Walkout	Kit :Vinyl Floor	Kit :Eat-In	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Walkin Clset	Bath:Shower	Bath:Tub
Bath:Ceramic Tile	Ins :6 Panel Drs	Ins :Cathed Ceili	Outs:Balcony
Outs:Wooded Lot	Misc:Ceiling Fan	Misc:Pets Allowed	View:Golf Course
Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Prof Mgmt
HOA :Landscaping	HOA :Snow Removal	:	:

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

ACT CD: DOM: SO: OP\$ SP\$
 C718267 E15CC 317 ELMWOOD DR UN#1 Subu:SPRINGBORO LP\$ 89,900
 Cnty:SPRINGBORO Cnty:WARREN State:OH
 Twp:OVERLOOK Twp:CLEARCREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH ST RT 741 TO LEFT ON ELMWOOD DR, TO
 317 ELMWOOD



	DIM	LEV		DIM	LEV
Ent:	6x6	2	Mbd:	12x13	2
Liv:	14x14	2	Bd2:	10x11	2
Din:	10x14	2	Bd3:		
Kit:	10x10	2	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	2
Stu:			Bath #2	F	2
Rec:			Bath #3		
Lau:			Bath #4		
Family Rm	:N		Bedrm	Levl:N	
Formal Din	:Y		Bathrm	Levl:N	

Type:Attached	Bsmt:None	Age:6	Dist:SPRINGBORO
Lev:1 Story	Gar:1 Det,Front	Year:1994	Elem:SPRINGBORO
Arc:Transtnl	Prkg:Offstrt	New:N Existing Str	JHS:SPRINGBORO
Con:Brick	Fpl:0 None	Lot:condo	Mid:SPRINGBORO
Fnd:Slab	Gas:None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat:Public	Sa-Tax:NA	PEle:CHOICE
nd:Alum,Insul,Db*	Sew:Public	TxRate:NA	PHig:CHOICE
neat:Elec	Zone:Res	Asmt:NONE	Lev Condo:2
Cool:Cen Air	Ease:Of Rec	Occ:At Close	HOA Fee \$ 108
TaxID:04134760270		Tran:NONE	
Oth TaxID:			Auction:N
Spec Fin:N			

-----REMARKS-----

A WONDERFUL CONDO. 2BED/2BATH. OVERLOOK
 IS A SMALL QUIET COMMUNITY IN SPRINGBORO. IT IS VERY CONVENIENT TO EXPRESS-
 WAYS, SHOPPING AND SCHOOLS.

-----FEATURES-----

Wind:Double Hung	Liv:WW Carpet	Liv:Walkout	Din:WW Carpet
Kit:Vinyl Floor	Kit:Gourmet	Kit:Pantry	Kit:Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Ins:6 Panel Drs	Outs:Deck
Misc:GarDoor Opnr	Misc:Cable TV	Misc:Smoke Alarm	Misc:Water Softnr
View:Woods	Appl:Oven/Range	Appl:Dishwasher	HOA:Maintenance
HOA:Pool	HOA:Clubhouse	HOA:Haz Ins	:

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --
 -- This information has NOT been verified by the MLS. --



\$109,900

170156

Area Level

212 2ST

Rooms	Beds	Baths	Lavs	
6	3	2	1	
Level:	1	2	3	L
Baths:	0	2	0	0
Lavs:	1	0	0	0

Information Not Warranted

309 ELMWOOD

PID:		Subdivision:	OVERLOOK	Pro Type:	CON	
Leg:	OVERLOOK		SA: .	Status:	A	
Cty:	SPRINGBORO	45066	BB: 3.0 D	LDate:		
Frm:	Coldwell Banker Heritage	937-4357759	3382	EDate:		
Agt:	KRISTIN HOCH		ER	Office ID:	HRTG03	
	Kristin Hoch			Cnty:	WARREN	
				Cnty Code:	OHOTH	
Yrb:	1994	Cond: N	Fin: .	Et:	. Cnty Code:	
Occ:	ATC	Ln: .	Asm Pos: N	Yrs: .	Lv: 18X14 1	Lender: .
Con:	FRA		Pmt: \$0		Dn: 12X10 1	Rms: DIN
Lot:	.		In: 0.00% Bal: 0		Kt: 10X10 1	Cond: HOA
HoA:	115		Fin: CON		Br: X .	Acres: .
Sem:	526.00		Het: ELE/HEA		Fr: .	Age: 6-10Y
Asm:	NOR		Col: CEN		B1: 14X14 2	Photo: 16
Zon:	RES		Utl: CIT/SAN		B2: 12X11 2	Out: .
Gar:	1CA/STO		Ins: .		B3: 11X10 2	2Ap: .
Bas:			App: RAN/MIC/DIS		B4: .	DOM: .
Fpl:			Typ: TOW		Ut: X .	SDate: .
Ele:	SPRINGBORO		Inc: SWI		Rc: .	STerms: .
Jun:	SPRINGBORO		Prie: CHOICE		Gr: .	SBrkr: .
Hig:	SPRINGBORO		Prih: CHOICE		St: .	SPrice: .
			Bus: .		Xr: .	First Volume: N110
E307S TOWNHOUSE CONDO IN COMPLEX ADJACENT TO HEATHERWOODE GOLD COURSE. ROOMY 3 BEDROOM PLUS 2.5 BAHTS .						First Page: 346
Dir: SOUTH ON 741, THRU SPRINGBORO, TO RIGHT ON ELMWOOD						Current Vol: C111
						Page: 959
						Prev \$: .
						DB?: N



\$129,900

171415

Area Level

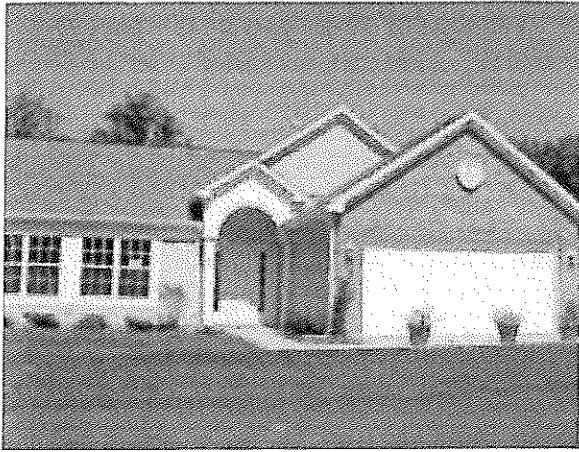
212 1ST

Rooms	Beds	Baths	Lavs	
6	2	2	0	
Level:	1	2	3	L
Baths:	2	0	0	0
Lavs:	0	0	0	0

Information Not Warranted

120 ELMWOOD DR

PID:	Subdivision:	OVERLOOK	Pro Type:	CON
Leg: UNIT 12A OVERLOOK		SA: 3%	Status:	A
Cty: SPRINGBORO	45066	BB: 3%	LDate:	
Frm: H.M.S. Real Estate	513-4692424	3445	EDate:	
Agt: AL HENCHECK JR	937-636-2014	ER	Office ID:	HMSR01
Alexander Hencheck			Cnty:	WARREN
Yrb: 1999	Cond: N	Fin:	Asm Pos: N	Yrs: 0
Occ: IMM	Ln: 0	Pmt: \$0	0	0
Con: BRI/VIN	In: 0.00%	Bal: 0	Kt: 10X10	1
Lot: CONDO	Fin:		Br: 8X6	1
Hoa: 142	Het: GAS		Fr: 0	Age: 1-5Y
Sem: NEW NOT ASD	Col: CEN		B1: 14X12	1
Asm: NOT ASD	Ult: CIT		B2: 11X11	1
Zon: RES	Ins: GAS/CAT		B3: 0	2Ap: GAR
Gar: 2CA/ATT	App: RAN/DIS		B4: 0	DOM:
Bas: OTH	Typ: ATT		Ut: 0X0	1
Fpl: ONE/GAS	Inc:		Rc: 0	STerms:
Ele: SPRINGBORO	Prie: CHOICE		Gr: 24X14	1
Jun: SPRINGBORO	Prih: CHOICE		St: 11X10	1
Hig: SPRINGBORO	Bus: NONE		Xr: 0	First Volume:
ATTACHED PATIO HOMES IN OVERLOOK AT HEATHERWOOD. GREAT LOCATION, VIEWS. CALL FOR APPOINTMENT. 0			First Page:	
Dir: N 741, R. ELMWOOD INTO OVERLOOK CONDOMINIUMS AT HEATHERWOOD			Current Vol:	
			Page:	
			Prev \$:	
			DB?:	N



\$137,900

171416

Area Level

212 1ST

Rooms	Beds	Baths	Lavs	
6	2	2	0	
Level:	1	2	3	L
Baths:	2	0	0	0
Lavs:	0	0	0	0

Information Not Warranted

190 ELMWOOD DR

PID:	Subdivision:	OVERLOOK	Pro Type:	CON
Leg: UNIT E1 OVERLOOK		SA: 3%	Status:	A
Cty: SPRINGBORO	45066	BB: 3%	LDate:	
Frm: H.M.S. Real Estate	513-4692424	3445	EDate:	
Agt: AL HENCHECK JR	937-636-2014	ER	Office ID:	HMSR01
Alexander Hencheck			Cnty:	WARREN
Yrb: 2000	Fin:	Asm Pos: N	Et:	0 Cnty Code: OHOTH
Cond: 0	Ln: 0	Yrs: 0	Lv:	1 Lender: 0
Occ: IMM		Pmt: \$0	Dn:	0 Rms: ENT/GRE/EAT
Con: BRI/VIN	In: 0.00%	Bal: 0	Kt: 10X10	1 Cond: HOA
Lot: CONDO	Fin:		Br: 8X6	1 Acres:
HoA: 142	Het: GAS		Fr: 0	Age: 1-5Y
Sem: NEW NOT ASD	Col: CEN		B1: 14X12	1 Photo: 16
Asm: NOT ASD	Utl: CIT		B2: 11X11	1 Out: PAT/CAB
Zon: RES	Ins: GAS/CAT		B3: 0	2Ap: GAR
Gar: 2CA/ATT	App: RAN/DIS		B4: 0	DOM:
Bas: OTH	Typ: ATT		Ut: 0X0	0 SDate:
Fpl: ONE/GAS	Inc:		Rc: 0	0 STerms:
Ele: SPRINGBORO	Prie: CHOICE		Gr: 24X14	1 SBrkr:
Jun: SPRINGBORO	Prih: CHOICE		St: 11X10	1 SPrice:
Hig: SPRINGBORO	Bus: NONE		Xr: 0	0 First Volume:

ATTACHED PATIO HOMES IN OVERLOOK AT HEATHERWOOD. GREAT LOCATION, VIEWS. FAN LIGHTS IN ENTRY, GREAT ROOM, KIT; STUDY HAS 6 PNL DRS. WATER SOFTENER R/IN; WOODED LOT

Dir: N 741, R ELMOOD INTO OVERLOOK CONDOMINIUMS AT HEATHERWOOD

First Page:
Current Vol:
Page:
Prev \$:
DB?: N

Building Features & Amenities

EXTERIOR FEATURES:

- * Seamless gutters and downspouts, pre-baked on enamel
- * 20-year fiberglass architectural shingles
- * Concrete Sidewalks & Decks

FOUNDATIONS:

- * Concrete block with vertical insulation under slab
- * 4" thick slab-on-grade with steel mesh reinforcement
- * Termite protection around foundation

ENERGY SAVING FEATURES:

- * Roof air ventilation system
- * Maintenance free energy efficient vinyl windows with 3/4" insulated glass
- * Total constructed exterior walls provides an insulation value of R-13 and R-30 in ceilings
- * Air infiltration package provides additional insulation around doors and windows

INTERIOR DETAILS:

- * Interior trim will consist of six-panel doors with colonial casing base
- * Wall-to-wall carpeting in Living Room, Dining Room, Master Bedroom, Bedrooms, Hallways and Stairs
- * Vinyl floors in Kitchen, Powder Room and Bathrooms
- * Flat latex wall paint, enamel pint on trim
- * White ventilated steel wire shelving in closets
- * Fireplace w/custom wood mantle & marble hearth
- * Cathedral ceilings

KITCHEN:

- * Wood cabinets
- * Laminate counter tops

BATHS:

- * Wood vanities
- * Cultured marble counter tops
- * Ceramic tile tub surround
- * Ceramic towel bars and toilet paper holders in all baths except Powder Room

PLUMBING:

- * American Standard or equal white or almond fixtures
- * Delta or Moen faucets
- * 50-gallon electric water heater
- * Copper interior water lines and schedule 40 PVC waste lines

ELECTRICAL:

- * All underground electric
- * Decorative light fixtures
- * Copper wiring
- * All circuit breakers
- * Abundant wall outlets
- * Smoke detectors on all levels
- * Paddle fans in selected areas

APPLIANCES:

- * General Electric or equal - 30" self-cleaning range
- Pot scrubber dish washer
- Ventilation range hood
- Disposal

OPTIONS/ UPGRADES

PRIOR TO CONSTRUCTION there are items for which allowance may be given so that you may select an upgrade above the builder's standard specifications.

OVERLOOK
CONDOMINIUMS
HEATHERWOODE



Building Features & Amenities

EXTERIOR FEATURES:

- * Seamless gutters and downspouts, pre-baked on enamel
- * 20-year fiberglass architectural shingles
- * Concrete Sidewalks & Decks

FOUNDATIONS:

- * Concrete block with vertical insulation under slab
- * 4" thick slab-on-grade with steel mesh reinforcement
- * Termite protection around foundation

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- * Abundant wall outlets
- * Smoke detectors on all levels
- * Paddle fans in selected areas

APPLIANCES:

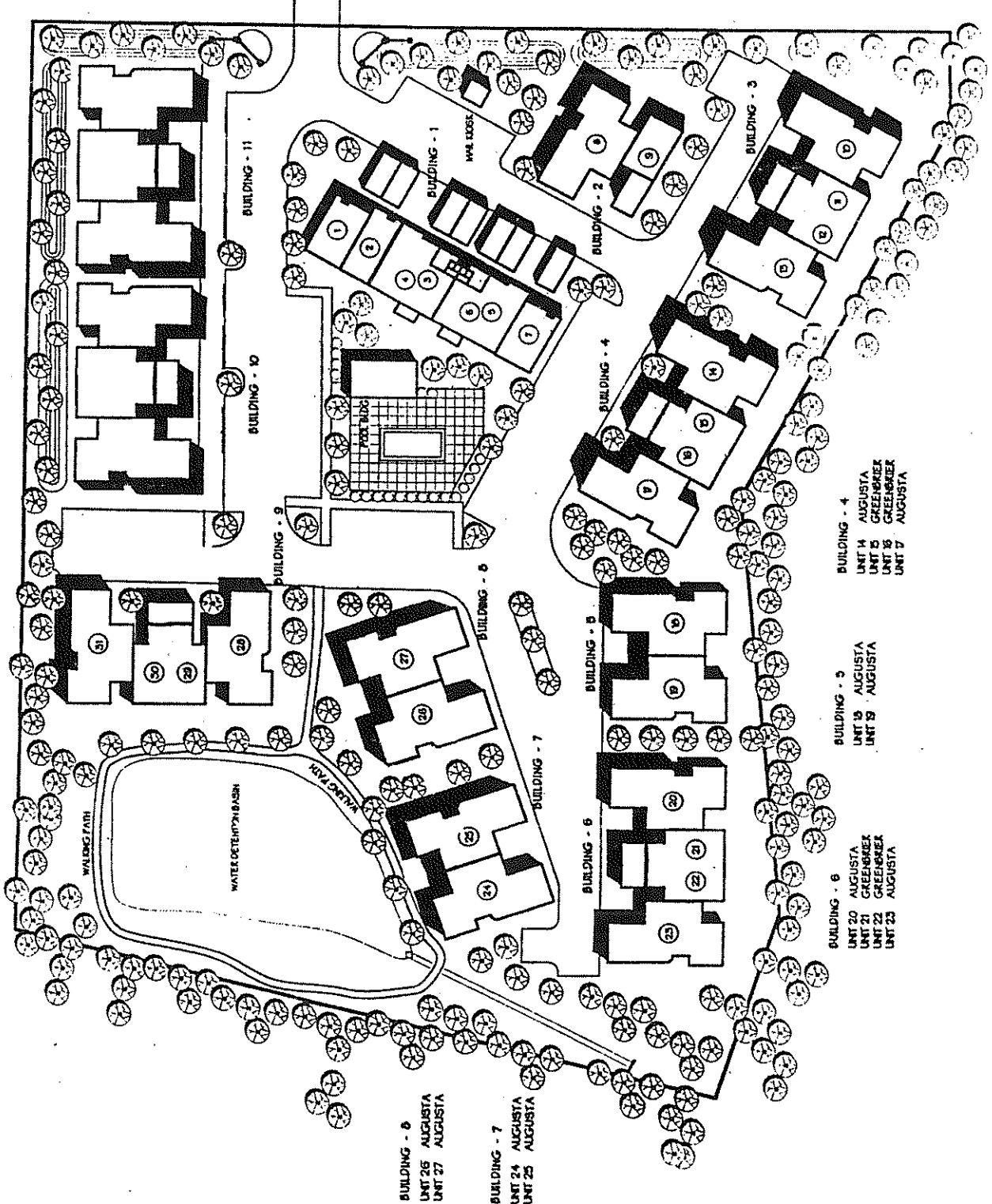
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 - Ventilation range hood
 - Disposal

OPTIONS/UPGRADES

PRIOR TO CONSTRUCTION there are items for which allowance may be given so that you may select an upgrade above the builder's standard specifications.

**OVERLOOK
CONDOMINIUMS
HEATHERWOODE**

BUILDING - 9
 UNIT 28 AUGUSTA
 UNIT 29 GREENBREEK
 UNIT 30 GREENBREEK
 UNIT 31 AUGUSTA



BUILDING - 10
 UNIT 32 OAKMONT
 UNIT 33 FINEHURST
 UNIT 34 FINEHURST
 UNIT 35 MAIRFIELD
 UNIT 36 MAIRFIELD
 UNIT 37 MAIRFIELD
 UNIT 38 MAIRFIELD
 UNIT 39 FINEHURST
 UNIT 40 OAKMONT
 UNIT 41 FINEHURST
 UNIT 42 GREENBREEK

BUILDING - 6
 UNIT 26 AUGUSTA
 UNIT 27 AUGUSTA

BUILDING - 7
 UNIT 24 AUGUSTA
 UNIT 25 AUGUSTA

BUILDING - 1 (EXISTING PHASE I)
 UNIT 1 FINEHURST
 UNIT 2 OAKMONT
 UNIT 3 MAIRFIELD
 UNIT 4 MAIRFIELD
 UNIT 5 MAIRFIELD
 UNIT 6 MAIRFIELD
 UNIT 7 FINEHURST

BUILDING - 2
 UNIT 8 AUGUSTA
 UNIT 9 BROADMORE

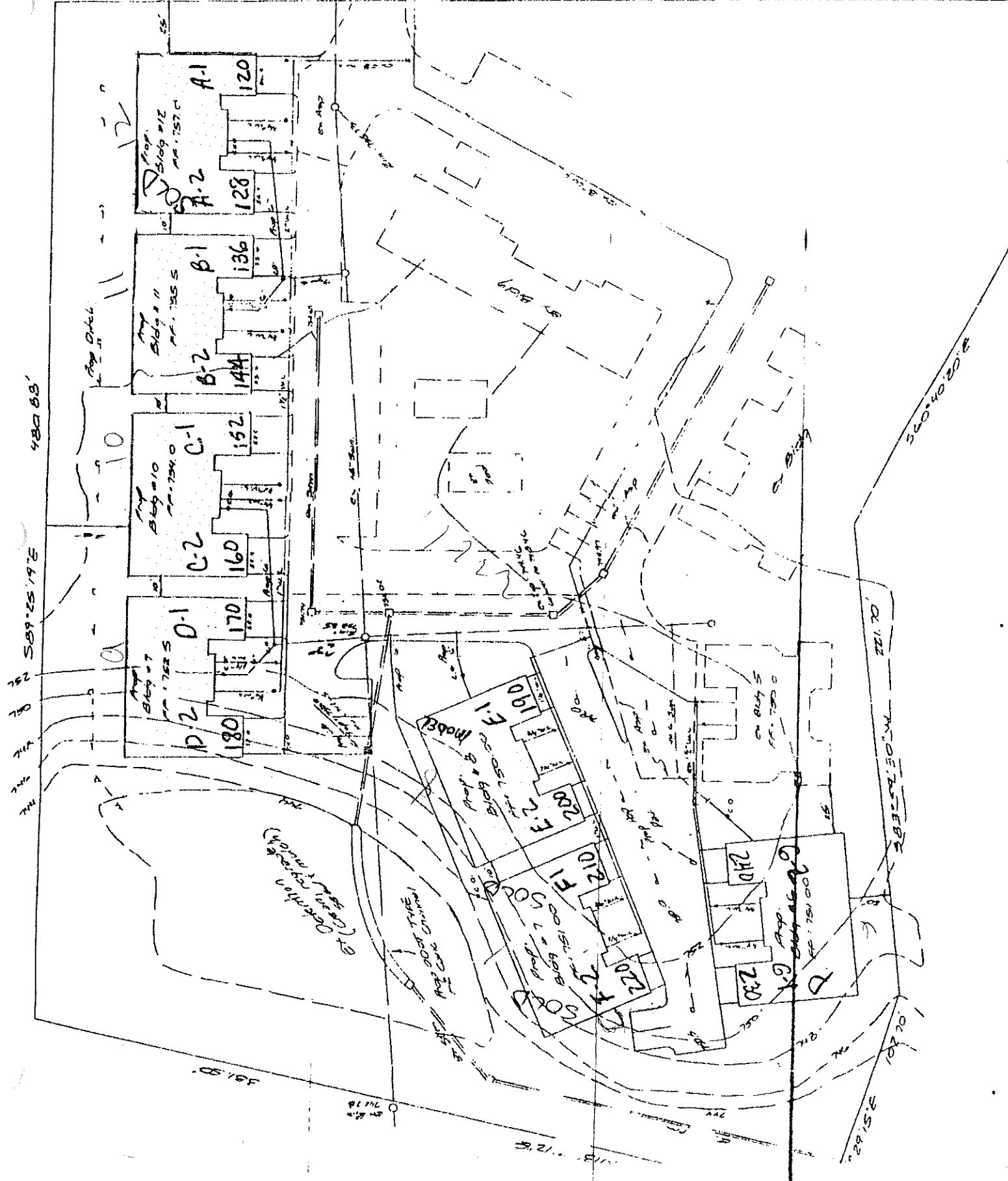
BUILDING - 6
 UNIT 20 AUGUSTA
 UNIT 21 GREENBREEK
 UNIT 22 GREENBREEK
 UNIT 23 AUGUSTA

BUILDING - 5
 UNIT 18 AUGUSTA
 UNIT 19 AUGUSTA

BUILDING - 4
 UNIT 14 AUGUSTA
 UNIT 15 GREENBREEK
 UNIT 16 GREENBREEK
 UNIT 17 AUGUSTA

BUILDING - 3
 UNIT 10 AUGUSTA
 UNIT 11 GREENBREEK
 UNIT 12 GREENBREEK
 UNIT 13 AUGUSTA

1100' S. 55' E



200' 04" 03

02' 12" MOBILE

35' 42"

59' 08"

36' 52" 68'S

02' 12" MOBILE

48' 30"

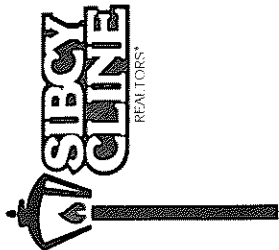
54' 18"

74' 18"

118' 12"



Main Photo : B 6 ELMWOOD #B



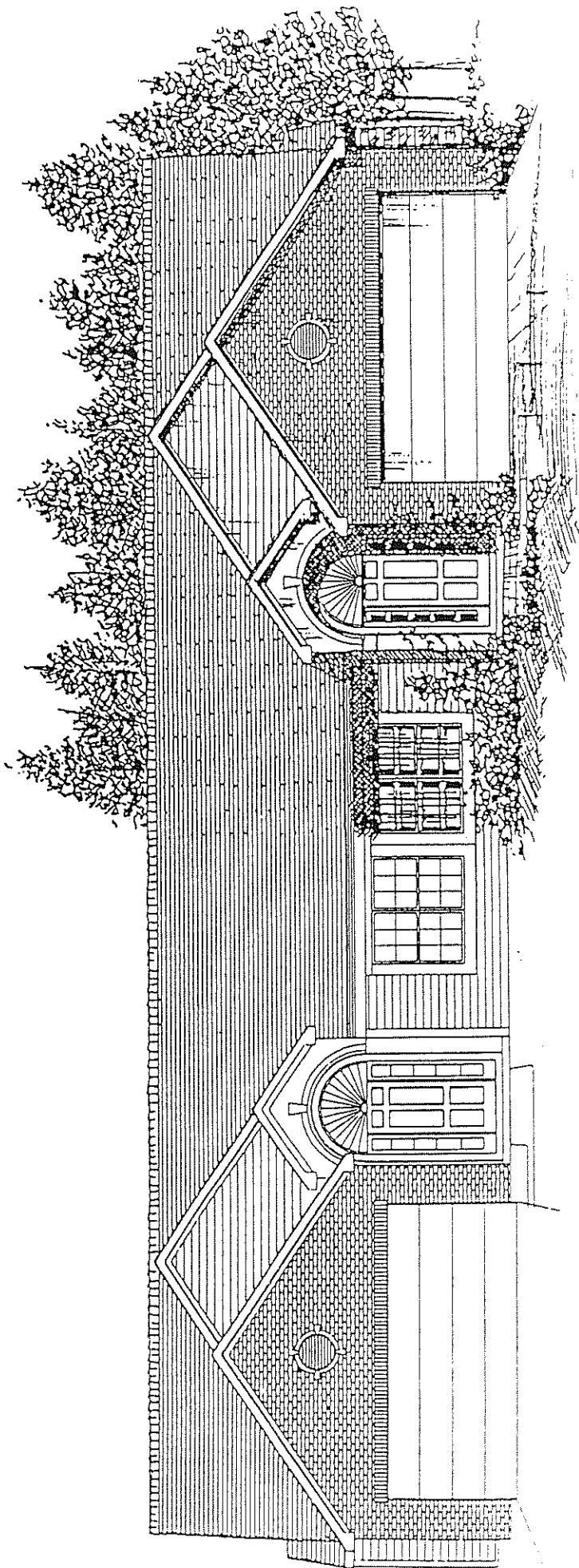
OFFICE: (513) 334
1-(888) 6334
FAX: (513) 932-7580
VOICE: (513) 573-1857
HOME: (513) 932-7559

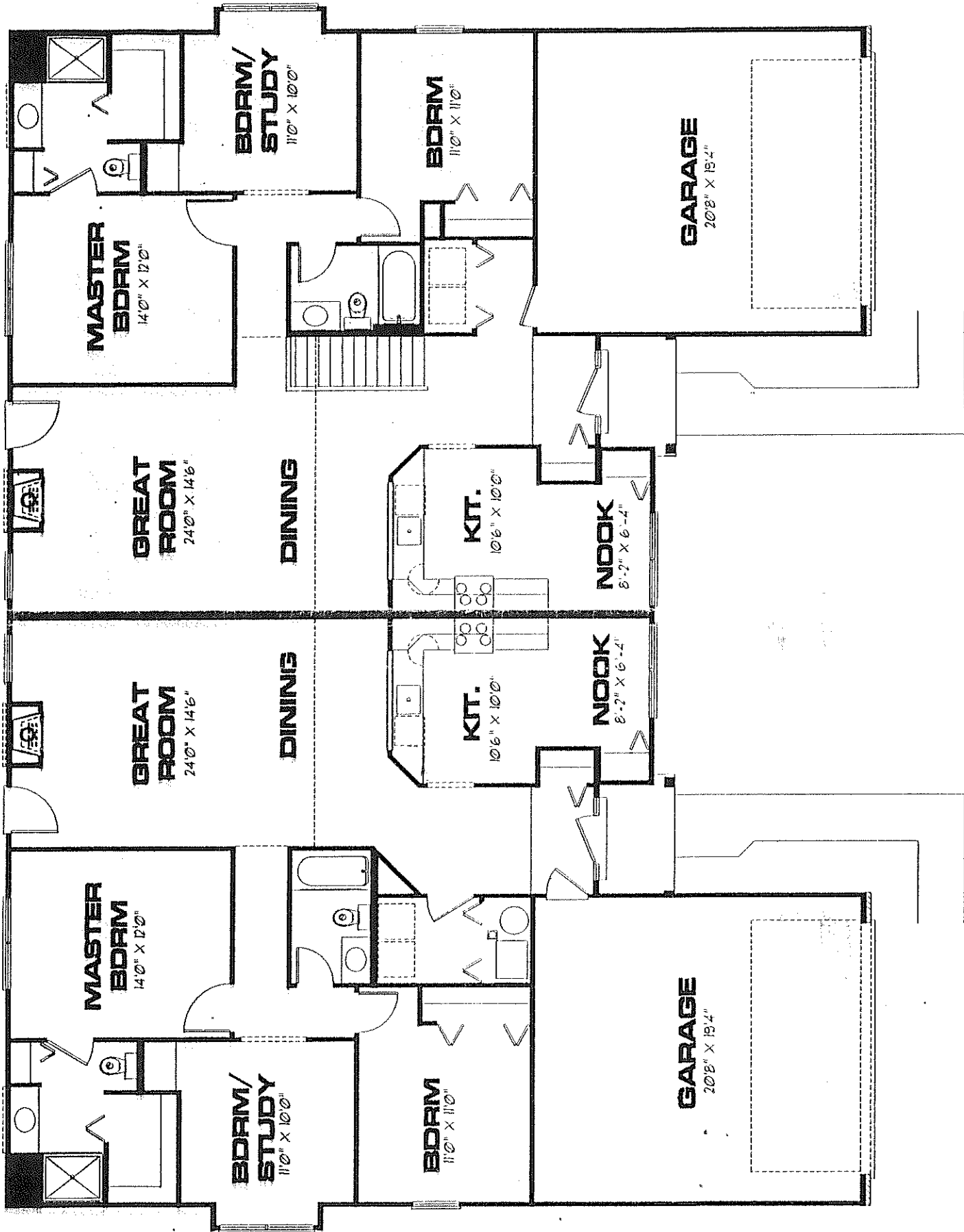
Cindy Heitman
Sales Associate



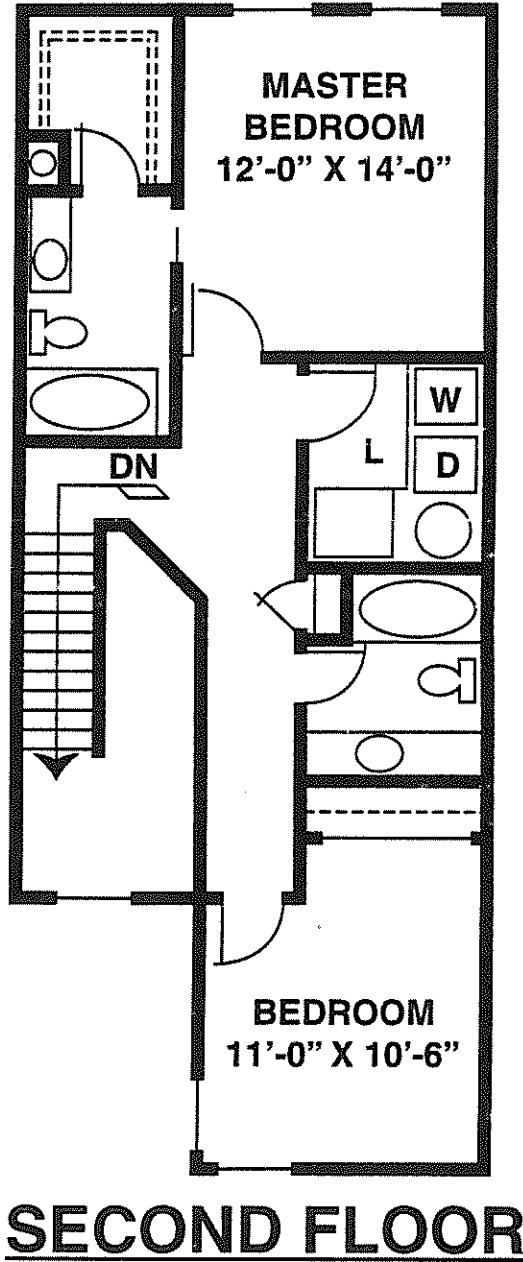
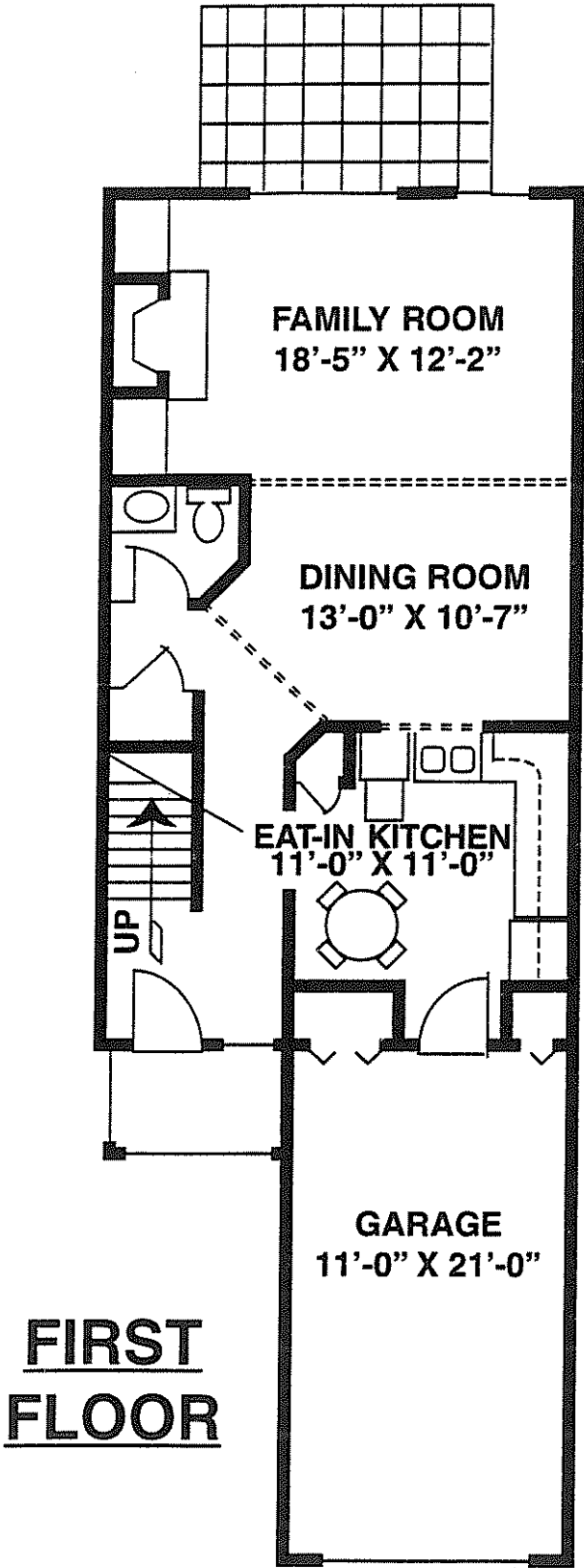
601 E. Main St. • Lebanon, Ohio 45036
Web Site: <http://www.sibcycline.com>

THE PAINTREE



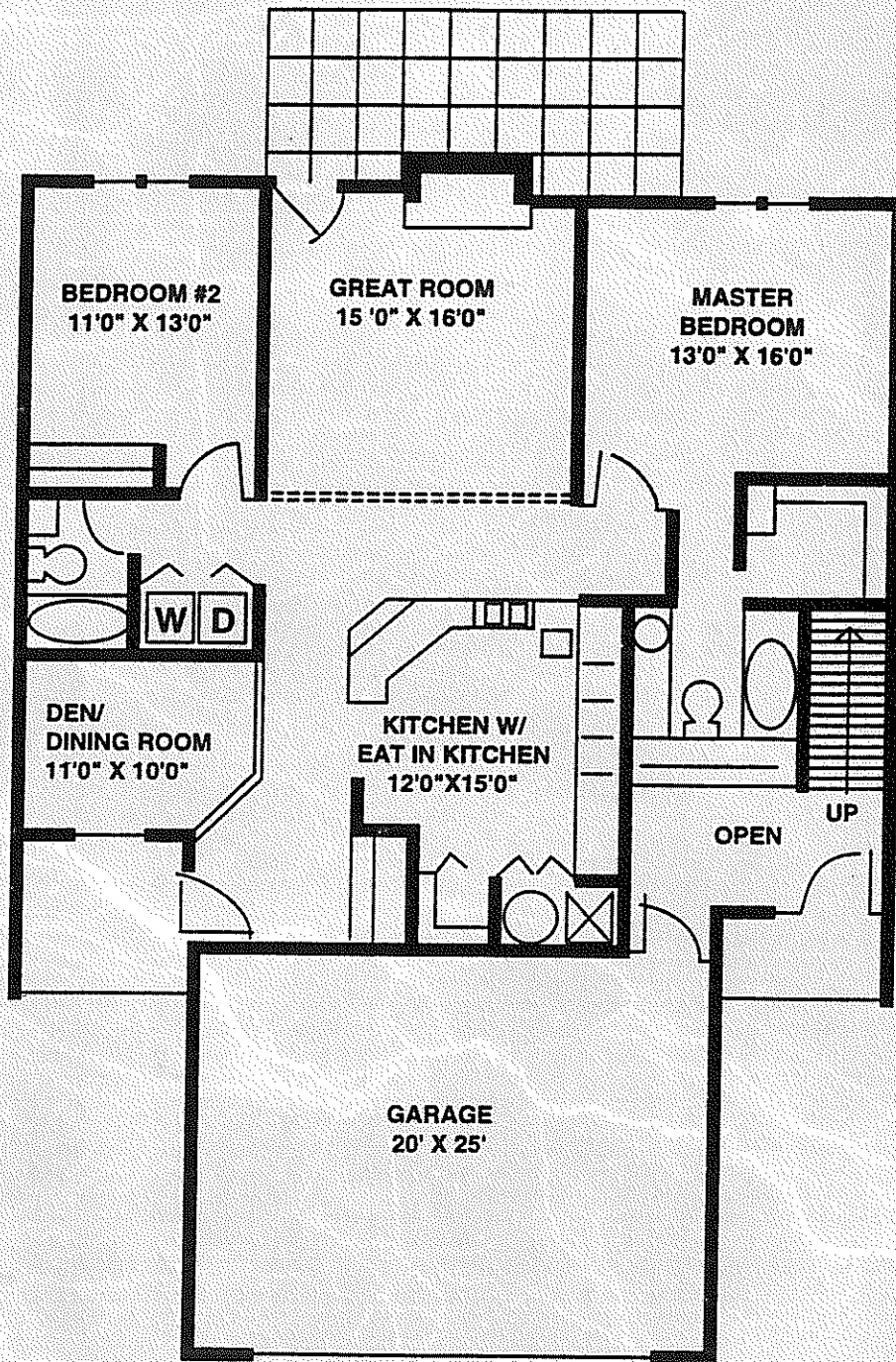


BROADMOOR



NOTE:
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Room dimensions are approximate.

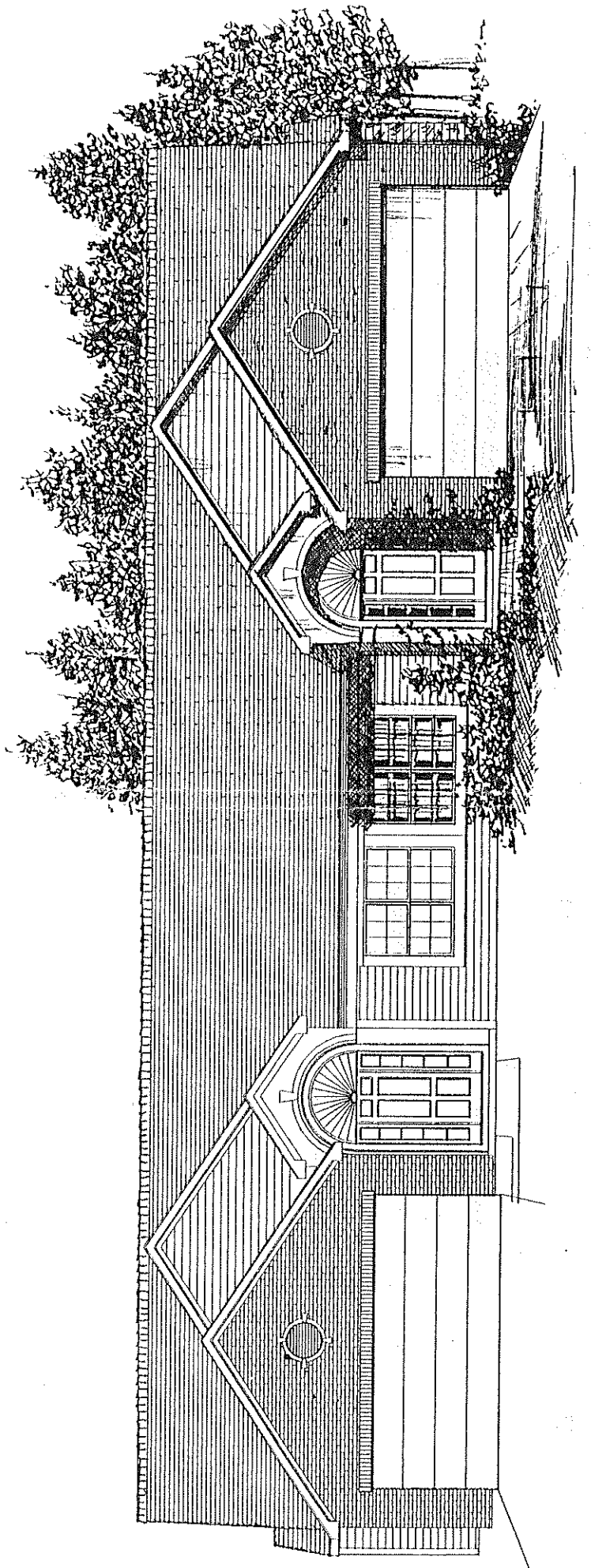
GREENBRIAR

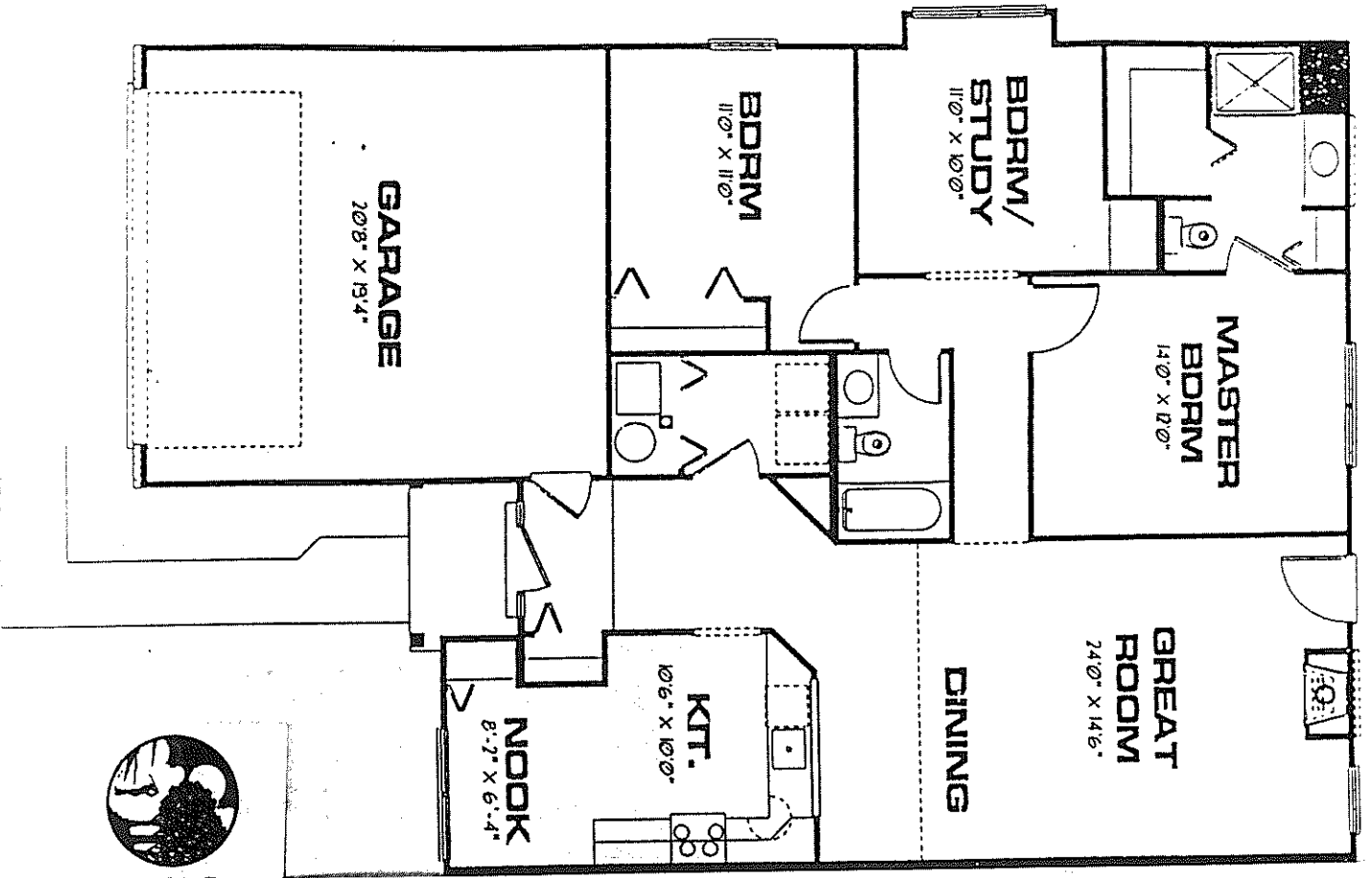


LOWER LEVEL FLOOR PLAN

NOTE:

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Room dimensions are approximate.*



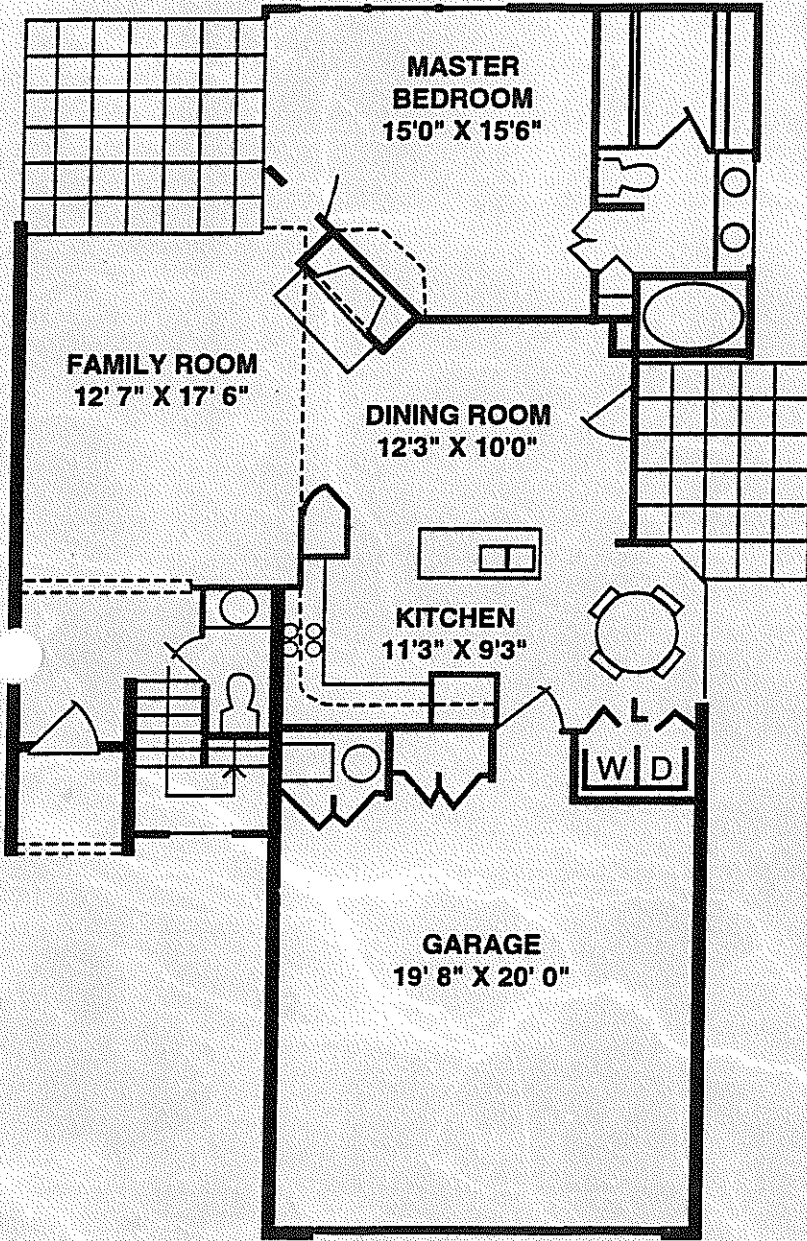


OVERLOOK
 CONDOMINIUMS
 HEATHERWODE

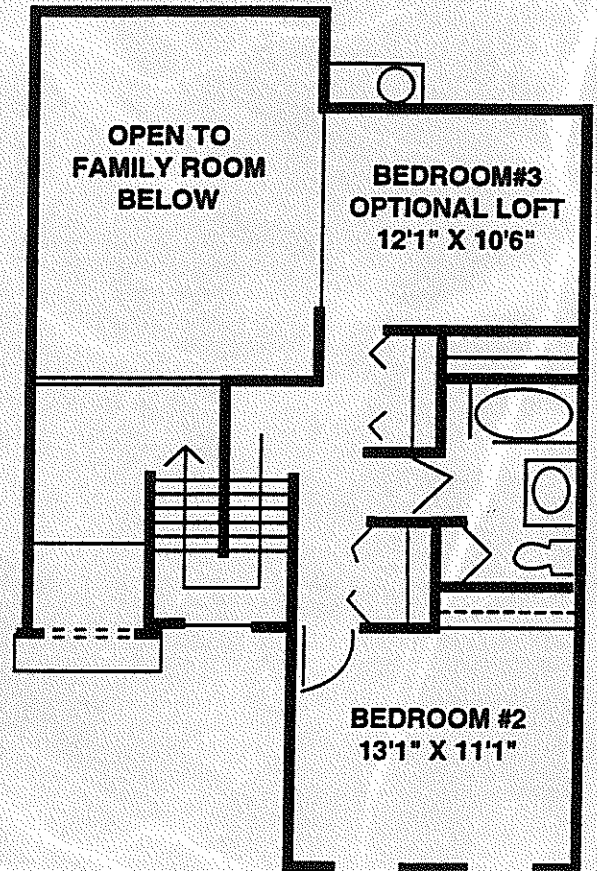


Horton
 Homes

AUGUSTA



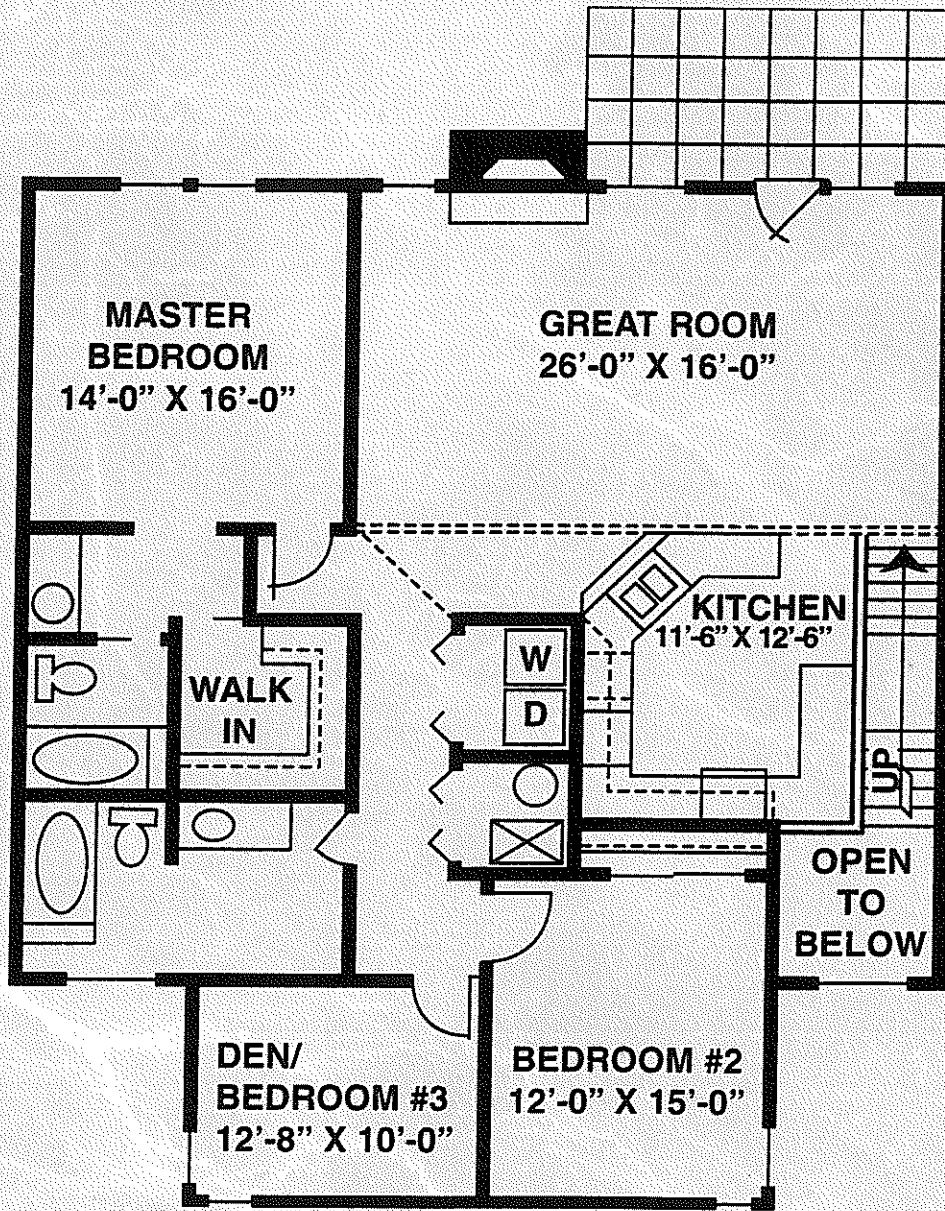
FIRST FLOOR



SECOND FLOOR

NOTE:
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Room dimensions are approximate.*

GREENBRIAR II



UPPER LEVEL FLOOR PLAN

NOTE:

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Room dimensions are approximate.*

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SPRINGBORO LAND COMPANY LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

TO THE RECORDER OF HAMILTON COUNTY, OHIO:

We, the undersigned, desiring to form a limited partnership pursuant to Chapter 1782 of the Ohio Revised Code certify as follows:

1. The name of the partnership is **SPRINGBORO LAND COMPANY LIMITED PARTNERSHIP** (the "Partnership").

2. The general character of the business of the Partnership is to own and develop a certain parcel of land located in Warren County, Ohio, to build residential condominium units thereon, to manage and sell such condominiums, and transact any and all business related thereto which a limited partnership may transact pursuant to the laws of the State of Ohio.

3. The address of the principal place of business of the Partnership and the address of the office maintained pursuant to Section 1782.04(A) of the Ohio Revised Code are 1250 Springfield Pike, Suite 400, Cincinnati, Ohio 45215.

4. The name and address of the agent for service of process on the Partnership maintained pursuant to Section 1782.04(B) of the Ohio Revised Code are Edward M. Kress, Chernesky, Heyman & Kress, Ten Courthouse Plaza, S.W., Suite 1100, P.O. Box 3808, Dayton, Ohio 45401-3808.

5. (a) The name and address of the general partner of the Partnership are as follows:

<u>Name</u>	<u>Address</u>
Chatham Homes, Inc.	1250 Springfield Pike Suite 400 Cincinnati, Ohio 45215

(b) The name and address of each limited partner of the Partnership are as follows:

<u>Name</u>	<u>Address</u>
Nicholas C. Bauer	8185 Misty Cove Lane Maineville, OH 45039
Warren W. Boden	8401 Claude Thomas Road Suite 337 Franklin, OH 45005

HAMILTON COUNTY RECORDER'S OFFICE
Doc #:93 - 170434 Type: PARL
Filed:09/24/1993 1:40:23 PM \$ 58.00
Off.Rec.: 6278 2138 F 13 695

6278 2138

David L. Brooks

613 Liddle Lane
Cincinnati, OH 45215

Robert J. Treadon

1116 Chatham Court
Cincinnati, OH 45215

6. (a) The general partner may assign its right to receive distributions from the Partnership provided that the assignee shall not become or exercise any of the rights of the general partner without the written consent of all the other partners.

(b) Unless otherwise consented to in writing by all partners, the general partner will cease to be a general partner of the Partnership upon the happening of any of the following events:

(i) Liquidation;

(ii) The general partner does or experiences one of the acts specified in Sections 1782.23(D) or (E) of the Ohio Revised Code.

Upon the occurrence of any of the foregoing, the withdrawing general partner's interest shall be subject to a ninety (90) day option to purchase the same exercisable by the remaining limited partners. The purchase price shall equal the amount agreed upon by the remaining limited partners and the withdrawing general partner, or if no agreement is reached, at the appraised value of the interest determined in accordance with Section 6(d) below. The purchase price shall be payable in cash within thirty (30) days after notice of exercise.

(c) Additional general partners may be admitted to the Partnership only upon the written consent of all of the partners.

(d) The withdrawing general partner's interest shall be appraised as of the date of the occurrence of the event giving rise to the option specified in Section 6(b) above. The appraisal shall be conducted by two independent appraisers, one selected by the withdrawing general partner and one selected by the other partners. In the event that the two appraisers are unable to agree on the value of the withdrawing general partner's interest, they shall jointly appoint a third independent appraiser whose decision shall be final and binding.

7. (a) The assignment, transfer, or pledge of a partnership interest by a limited partner is prohibited unless (i) the Partnership causes such partnership interest to be registered under the Securities Act of 1933, as amended, which the Partnership does not intend or (ii) counsel satisfactory to

the general partner and its counsel has rendered to the Partnership an opinion that an exemption from registration is available and that such transfer will not otherwise violate federal or state securities law.

(b) In addition, no limited partner may sell, assign, transfer or otherwise encumber or subject to any lien or charge said limited partner's interest in the Partnership (all such events hereinafter referred to as a "transfer") without the prior written consent of the general partner. In the absence of such written consent, if a limited partner desires to transfer said limited partner's interest (the "Assignor"), the limited partner shall first give the remaining limited partners at least 30 days written notice ("Assignor's Notice") of said limited partner's intention to dispose of or encumber the same, fully and accurately disclosing the identity of the proposed transferee and all terms and conditions of the proposed disposition or encumbrance, and, in the event such proposed disposition is a bona fide sale to an independent third party of said limited partner's partnership interest, then the Assignor's Notice shall also include a copy of the offer to purchase. During such 30-day period, the partnership interest of the Assignor shall be offered for sale to, and shall be subject to an option of the remaining limited partners to purchase their respective proportionate shares of such partnership interest upon the terms set forth in the Assignor's Notice. As used in this paragraph, the respective proportionate shares of the remaining limited partners shall be that proportion of the partnership interest offered for sale which the percentage interest owned by a remaining partner bears to the aggregate partnership interests of all remaining partners. Any such remaining partner may assign said partner's option for said proportionate share to other remaining partners at any time within the 30-day period.

(c) In the event that the purchase option set forth herein is not exercised during the 30-day option period, the Assignor shall be free to dispose of or encumber the assignor's interest in accordance with the terms and conditions stated in the Assignor's Notice, provided the Assignor meets all of the other conditions set forth herein, but only for a period of 30 days after the expiration of the above specified option period. If the Assignor fails to dispose of or encumber the Assignor's interest during such 30-day period, all of the restrictions on sale shall again apply to the Assignor and the Assignor's partnership interest.

(d) Notwithstanding the provisions set forth in Section 7(b) to the contrary, a limited partner may sell, assign, transfer or pledge said limited partner's interest in the Partnership to any family member of that limited partner, provided that counsel satisfactory to the general partner and its counsel shall render to the Partnership an opinion that an

exemption from registration is available and that such transfer will not otherwise violate federal or state securities laws.

(e) Notwithstanding any provisions of this Section 7 to the contrary, if necessary to avoid a termination of the Partnership for federal income tax purposes, the effectiveness of any transfer or assignment of a partnership interest or any part thereof may be deferred at the election of the general partner if it will result in fifty percent (50%) or more of the total interest in partnership capital and profits having been transferred within a twelve (12) month period. The Assignor will be notified in such event and any deferred transfers will be effected (in chronological order to the extent practicable) as soon as practicable after such transfers can be effected without a termination of the Partnership for tax purposes. In the event transfers should be suspended for the foregoing reason, the general partner will give written notice of such suspension as soon as practicable to all limited partners.

(f) No assignee shall become a substitute limited partner except in accordance with this paragraph. The assignee of the whole or a portion of a limited partner's partnership interest in the Partnership shall be admitted as a substitute limited partner upon compliance with the following conditions:

(i) The assignee shall deliver to the Partnership an executed counterpart of the instrument of assignment, which shall be satisfactory in substance and form to the general partner and shall contain a statement of the Assignor's desire that the assignee be admitted as a substitute limited partner.

(ii) The general partner shall consent in writing to the admission of the assignee as a substitute limited partner, which consent may be withheld for any reason.

(iii) The Assignor and the assignee shall execute and acknowledge such instruments as the general partner may deem necessary or desirable to effect such admission and the assignee shall agree to pay all expenses in connection with such admission, including, but not limited to, the cost of preparing and filing of an amendment to the Partnership's Certificate of Limited Partnership.

(g) The Partnership shall not terminate or dissolve upon the death, insanity, incompetency, or bankruptcy of a limited partner. If a limited partner shall die or be declared insane, incompetent, or bankrupt, he shall cease to be a limited partner and his successor in interest, as hereinafter defined, shall immediately succeed to the interest of the former limited

partner in the profits, losses and cash available for distribution of the Partnership. A limited partner's successor in interest shall be such person as the limited partner shall, from time to time, have designated in a notice to the Partnership. In the event that a limited partner has failed to designate a successor in interest, or if the person designated is not then living, or for any reason renounces or disclaims the partnership interest or is unable to succeed to such interest, the successor in interest shall be the spouse of the former limited partner. If there is no spouse or the spouse is not then living or for any other reason is unable to succeed to the partnership interest, or if the spouse renounces or disclaims such interest, the successor in interest shall be the executor or administrator of the deceased limited partner's estate, the guardian of an insane or incompetent limited partner's estate, or the trustee in bankruptcy of a bankrupt limited partner's estate, who shall hold or distribute such interest in accordance with applicable fiduciary law. The successor in interest shall be subject to all of the restrictions specified in this Section 7 applicable to the assignee of a partnership interest and shall not become a substitute limited partner except upon compliance with the conditions hereinabove specified. The successor in interest shall be entitled to receive all sums payable with respect to such partnership interest, and the successor in interest of a deceased former limited partner shall be deemed to be the recipient, for federal income tax purposes, of the deceased former limited partner's distributive share of the profits and losses of the Partnership for the taxable year during which the deceased former limited partner died.

(h) No limited partner may withdraw from the Partnership at any time, except to the extent and in the manner provided in this Section 7.

8. (a) The amount of cash contributed and the ownership interest in the partnership ("Partnership Interest") received by the general partner was as follows:

<u>Name</u>	<u>Contribution</u>	<u>Partnership Interest</u>
Chatham Homes, Inc.	\$1.00	1%

(b) The amount of cash contributed and the Partnership Interest of each limited partner are as follows:

<u>Name</u>	<u>Contribution</u>	<u>Partnership Interest</u>
Nicholas C. Bauer	\$34.50	34.5%
Warren W. Boden	\$20.00	20%
David L. Brooks	\$34.50	34.5%
Robert J. Treadon	\$10.00	10%

9. (a) The partners anticipate that additional funding will be required for the Partnership to commence initial business operations and to secure the necessary working capital. The general partner shall, in its discretion, determine the amount and timing of such additional funding. The general partner may, but is not obligated to, make loans to the Partnership on such commercially reasonable terms as it may deem appropriate. The general partner shall also, in its discretion, determine the appropriate sources of such additional funding.

(b) (i) If the general partner, in its discretion, decides that additional funds should be provided to the Partnership as an additional capital contribution to the Partnership, it shall notify each limited partner of a requirement for an additional capital contribution.

(ii) If within fourteen (14) days after notice of the requirement for an additional capital contribution the limited partner fails to pay the Partnership the amount stated in the notice, the general partner shall have the option either to (1) contribute to the capital of the Partnership the limited partner's proportionate share of the additional capital contribution for its own account, or (2) to advance the funds to the Partnership on behalf of the limited partner.

(iii) If the general partner advances the limited partner's proportionate share of the additional capital contribution to the Partnership on behalf of the limited partner, such advance shall be treated as a partner loan to a defaulting partner (the "Default Loan"). The Default Loan shall bear interest at an annual rate equal to the prime rate of interest charged by Star Bank, N.A. Cincinnati ("Prime"), plus 2.5%, compounded annually, and shall be repayable on demand.

(iv) Any Default Loan shall be secured by the Partnership Interest of the defaulting partner, and each partner agrees that he or it will, at the request of the Partnership, execute any documents necessary to perfect such security interest.

(v) Until any Default Loan has been repaid in full, including full payment of any accrued interest thereon, all cash available for distribution which is distributed to the defaulting partner shall be paid by the Partnership to the general partner and shall be repayments of (1) interest accrued and (2) the principal payments of any Default Loans.

(vi) In the event that any Default Loan, plus accrued interest thereon, has not been repaid in full on or before the first year anniversary date (the "First Anniversary Date") of such loan, the Partnership Interest of the defaulting partner shall be subject to a purchase option in favor of the partner who advanced the Default Loan amount, exercisable at any time during the first 30 days after the First Anniversary Date of the Default Loan (the "Default Loan Option").

(1) The Default Loan Option shall be exercised by notice to the defaulting partner of the amount of the purchase.

(2) If the Default Loan Option is exercised, the defaulting partner shall, within 10 days thereafter, assign to the general partner such portion of the Partnership Interest of the defaulting partner which is the amount of the unpaid balance of the default loan (plus accrued interest thereon) divided by the value of the Partnership Interest of the defaulting partner (determined in the same manner as in Section 6(d)), times the Partnership Interest of the defaulting partner.

(vii) The aggregate maximum amount of additional capital contributions which the general partner may require pursuant to this Section 9(b) during the life of this Partnership shall be \$350,000.00. Robert J. Treadon shall not be required to make additional capital contributions until the aggregate amount of additional capital contributions made by the partners pursuant to this Section 9(b) equals \$270,000. Until the aggregate amount of the additional capital contributions equals \$270,000, the term "Proportionate Share" shall be as follows:

<u>Name</u>	<u>Proportionate Share</u>
David L. Brooks	38.33%
Nicholas C. Bauer	38.33%
Warren W. Boden	22.22%
Robert J. Treadon	0%
Chatham Homes, Inc.	1.12%

Thereafter, the term "Proportionate Share" shall mean such partner's Partnership Interest.

(c) Except as provided in Section 9(b), no limited partner shall be bound by, or be personally liable for, the expenses, liabilities or obligations of the Partnership, the general partner or any other limited partner, and the liability of each limited partner shall be limited solely to his investment in the Partnership, subject, however, to the provisions of Section 11(b), and except that, under applicable state law, a partner of a limited partnership who has received the return, by cash distribution or otherwise, of the whole or part of his capital, may be liable to the Partnership under certain circumstances for the return of such distribution, he remains liable to the Partnership for any sums (not in excess of the capital so returned, with interest thereon) necessary to discharge the partnership's liabilities to all creditors who extended credit or whose claims arose before such return.

10. (a) Except as otherwise provided in Sections 10(b), (d), (e), (f) and (g), profits and losses shall be allocated to each partner, pari passu, in accordance with his respective Partnership Interest.

(b) Notwithstanding Section 10(a) above, profits shall be allocated as follows:

(i) First, to the partners until the cumulative profits allocated pursuant to this Section 10(b)(i) equals the cumulative losses allocated to the partners under Section 10(a) above, in the manner in which such losses were allocated;

(ii) Second, to each partner, pari passu, in accordance with his respective Partnership Interest.

(c) Cash available for distribution, if any, shall be distributed within seventy-five (75) days after the end of each calendar year as follows:

(i) First, to each partner in the tax payment distribution amount;

(ii) Next, to each partner pari passu, in accordance with his respective Partnership Interest.

(d) Notwithstanding any other provision of the Agreement to the contrary, if an allocation of loss would cause or increase a deficit balance in a limited partner's capital account determined at the end of the Partnership's fiscal year, such loss shall instead be allocated as follows:

First, to the limited partners whose capital account balances are positive, pro rata, the amount necessary to cause such capital account balance to equal zero;

Second, to the general partner.

(e) Notwithstanding anything in the Agreement to the contrary, if, at the end of any fiscal year of the partnership, there is a deficit balance in one or more limited partners' capital accounts as a result of receipt by such partner of any adjustments, allocations or distributions described in Income Tax Regulation §1.704-1(b)(2)(ii)(d)(4), (5), or (6), profits and, to the extent necessary, gross income of the Partnership, shall be allocated to such partners to whom such deficit balances in the capital accounts are attributable, in proportion to such deficit balances, until each such deficit balance has been eliminated.

(f) For purposes of Section 10(d) and (e), the capital account of each limited partner shall be reduced by reasonably expected allocations of loss or adjustments thereto pursuant to Income Tax Regulation §1.704-1(b)(2)(ii)(d)(4) and (5), and by reasonably expected distributions to the extent not offset by reasonably expected capital account increases pursuant to Income Tax Regulation §1.704-1(b)(2)(ii)(d)(6). For purposes of calculating reasonably expected capital account increases, the value of the Partnership's assets shall be presumed to be equal to their adjusted basis for federal income tax purposes (or their book value if such property has been revalued on the books of the Partnership as provided in Income Tax Regulation §1.704-1(b)(2)).

(g) Except as otherwise provided in Income Tax Regulation §1.704-2(f)(2), (3), (4), or (5), if there is a net decrease in partnership minimum gain (as defined in Section 8.7(a) of the Agreement) during a taxable year of the Partnership, then each partnership interest shall be allocated items of partnership income and gain for such year and, if necessary, for subsequent years (which allocation shall consist first of gains recognized from the disposition of partnership property subject to partnership nonrecourse liabilities (as defined in Section 8.7(c) of the Agreement), and then allocated

pro-rata among all other items of partnership income and gain for the year), in an amount equal to such Partnership Interest's share of the net decrease in partnership minimum gain during the year (as determined as provided in Section 8.7(b) of the Agreement).

(h) Any allocation made solely by reason of Sections 10(d), (e), (f) and (g) herein shall be reversed when possible and consistent with those sections so that, to the extent possible, the net amount of allocations under this Section 10 be equal to the net amount that would have been so allocated in the absence of Sections 10(d), (e), (f) and (g) herein.

11. (a) The Partnership shall terminate upon the first to occur of the following:

(i) The sale or disposition of substantially all of the Partnership's property;

(ii) The written termination of the Partnership by the general partner;

(iii) The ninetieth (90th) day following the occurrence of an event specified in (i) or (ii) of Section 6(b) hereof unless the remaining limited partners, if any, purchase the interest of the withdrawing general partner in accordance with the provisions of Section 6, or a majority in interest of the limited partners consent in writing to the continuance of the Partnership and to the appointment of one or more general partners who in turn purchase the interest of the withdrawing general partner;

(iv) December 31, 2023; or

(v) As otherwise provided by law.

(b) Upon the dissolution and termination of the Partnership, the general partner (or, if none, a limited partner appointed by a majority in interest of the limited partners) shall proceed to liquidate and wind up the Partnership. Upon fifteen (15) days' prior written notice to all of the partners identifying the assets to be sold, the liquidating partner shall sell the Partnership assets at public or private sale, for whatever price and upon whatever terms and conditions the liquidating partner may deem advisable. The Partnership assets, and the proceeds of any liquidation sale, shall be applied and distributed in the following order of priority:

(i) To the payment of all debts and liabilities of the Partnership (including those owing

to partners for advances and interest accrued thereon) and all expenses of liquidation.

(ii) To the setting up of such reserves as the liquidating partner(s) may deem necessary for any contingent liabilities of the Partnership. As soon as practical, as reasonably determined by the liquidating partner, the balance shall be distributed as provided in clause (iii) below.

(iii) After giving effect to all capital account adjustments through the Partnership's taxable year in which such liquidation occurs (other than adjustments made pursuant to this paragraph (iii) and to the paragraph immediately below), the remaining partnership assets shall be distributed in accordance with the partners' positive capital account balances by the end of the Partnership's taxable year in which the liquidation occurs, or, if later, within ninety (90) days after the date of liquidation.

(c) In the event that a general partner's interest in the Partnership is liquidated within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g) and if, following the liquidation, such partner has a deficit or positive balance in his capital account after giving effect to all capital account adjustments through the Partnership's taxable year in which such liquidation occurs (other than adjustments made pursuant to this paragraph), then, by the end of the Partnership's taxable year during which such liquidation occurs or, if later, within ninety (90) days after the date of liquidation, such partner shall be unconditionally obligated to restore an amount equal to his deficit capital account which amount shall, upon liquidation, be paid to creditors of the Partnership or distributed to other partners in accordance with their positive capital account balances in accordance with the provisions of this Section 11, or such partner shall be entitled to the positive balance in his capital account, as the case may be.

(d) The liquidating partner shall be allowed a reasonable time and be paid a reasonable fee for the orderly liquidation of the Partnership. As soon as possible after the liquidation, each of the partners shall be furnished with a statement of the Partnership's financial condition on the date of liquidation, prepared by the Partnership's accountants, showing the Partnership assets and liabilities in reasonable detail.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 2nd day of September, 1993.

GENERAL PARTNER:

CHATHAM HOMES, INC.

By N.C.B.
Nicholas C. Bauer, President

LIMITED PARTNERS:

N.C.B.
Nicholas C. Bauer

David L. Brooks
David L. Brooks, Attorney In Fact
for Warren W. Boden

David L. Brooks
David L. Brooks

David L. Brooks
David L. Brooks, Attorney In Fact
for Robert J. Treadon

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 2nd day of September, 1993, by Nicholas C. Bauer, President of Chatham Homes, Inc., an Ohio corporation, General Partner, on behalf of Springboro Land Company Limited Partnership, an Ohio limited partnership.

Sheri Vee Draffen
Notary Public

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1994

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me
this 22nd day of September, 1993, by Nicholas C. Bauer.

Sheri Vee Draffen
Notary Public

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1994

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me
this 22nd day of September, 1993, by David L. Brooks, Attorney
in Fact for Warren W. Boden.

Sheri Vee Draffen
Notary Public

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1994

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me
this 22nd day of September, 1993, by David L. Brooks.

Sheri Vee Draffen
Notary Public

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1994

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me
this 22nd day of September, 1993, by David L. Brooks, Attorney
in Fact for Robert J. Treadon.

Sheri Vee Draffen
Notary Public

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1994

This Instrument Prepared By:
Mark S. Feuer
Chernesky, Heyman & Kress
Ten Courthouse Plaza, S.W.
Suite 1100
P.O. Box 3808
Dayton, Ohio 45401-3808
(513) 449-2819

Detail Property Report

Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co.LTD.PT	Yr Blt: 1996	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-033	Yr Remod:	SF Gar:	Bedrms: 2	Heat: Frd Air
Location: Springboro Village	Stories: 2	Cars (#):	Baths: 2:1	Fuel: Gas
Tax Mail: Elmwood Dr	Pace Sto: 2	Lot Size:	Frpplc: Yes	
Tax CSZ: Springboro, OH 45066	Constr: Frame	Acres:	Patio:	
Usage: R550 Condominium	Fndtn: Conc	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1576	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1576	Fam Rm: N	
Map #: 04Q-13H-01-13.02	Owner Occ: N	Lot #: 9	Style:	
Nghbrhd: 49001				
Legal:				
Comments:				
Features: Frame Attached Garage, 120 SqFt; Frame Attached Garage, 132 SqFt; Frame Porch-Open, 21 SqFt; Average House Condition				

98 GrossTax An	\$2,315.06
98 HB920 Credit An	(\$1,009.18)
98 RB Credit An	(\$130.58)
98 TotalTax An	\$1,175.30
97 TotalTax An	\$1,185.76
100% Bldg 1998	\$82,712
100% Land 1998	\$20,100
100% Total 1998	\$102,812
35% Bldg 1998	\$28,949
35% Land 1998	\$7,035
35% Total 1998	\$35,984
35% Total 1997	\$34,013

Elmwood Dr

Sale Date: 10/21/1993 Sale Amount: \$150,000

Owner Name: Springboro Land Company Limited	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-019	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 1250 SPRINGFIELD PK -SUITE 400	Pace Sto:	Lot Size:	Frpplc:	
Tax CSZ: Cincinnati, OH 45215	Constr:	Acres: 3.04	Patio:	
Usage: C499 Other Coml St	Fndtn:	Irreg: N	Deck:	
Census:	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv:	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #: 04Q-13H-01-17.00	Owner Occ: N	Lot #:	Style:	
Nghbrhd:				
Legal: 5/2/13 Clear SD				
Comments: MTG OF \$200,000.00 To Star Bank Cincinnati Incl 2 Parcels See Rosewood Drive				
Features:				

Sale Date: 10/21/1993	Mortgage Amt:
IDT Date:	Term:
Sale Price: \$150,000	Type:
Seller's Name: Donald Wright	Freq:
Mortgagee: Unknown	Rate:

Parcels in Sale: 04-13-476-020

Detail Property Report

Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co LTD	Yr Blt: 1994	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-029		SF Gar:	Bedrms:	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths: 1:0	Fuel: Gas
Tax Mail: 1250 Springfield Pike Ste 400	Stories: 1	Lot Size:	Frpplc: No	
Tax CSZ: Cincinnati, OH 45215-2148	Pace Sto: 1	Acres:	Patio:	
Usage: R599 Other Resid'l	Constr: Frame	Irreg: N	Deck:	
Census: 0305.00	Fndtn:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 672	Enc Pch:	
Subdiv: Overlook Condo	Bsmt: None	Pace SF: 672	Fam Rm: N	
Map #: 04Q-13H-01-20.00	Fin Bsmt SF:	Lot #: C/A	Style:	
Nghbrhd: 44005	Owner Occ: N			
Legal:				
Comments:				
Features: Frame Porch-Open, 48 SqFt; Good House Condition				

100% Land 1998 \$10
 100% Total 1998 \$10
 35% Land 1998 \$3
 35% Total 1998 \$3
 35% Total 1997 \$3
 35% Total 1996 \$4

Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co LTD PT	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-035		SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Yr Remod:	Cars (#):	Baths:	Fuel:
Tax Mail: 1250 Springfield Pike Ste 400	Stories:	Lot Size:	Frpplc:	
Tax CSZ: Cincinnati, OH 45215-2148	Pace Sto:	Acres: 1.67(Est)	Patio:	
Usage: R501 Res Vac 0-9 Acs	Constr:	Irreg: N	Deck:	
Census: 0305.00	Fndtn:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type:	SF Ttl:	Enc Pch:	
Subdiv:	Bsmt:	Pace SF:	Fam Rm:	
Map #: 04Q-13H-01-17.00	Fin Bsmt SF:	Lot #:	Style:	
Nghbrhd: 44001	Owner Occ: N			
Legal:				
Comments:				
Features:				

97 TotalTax An \$1,038.66
 35% Total 1997 \$29,792

Detail Property Report

Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co Ltd Partnership	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-046	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 1250 Springfield Pike Ste 400	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: Cincinnati, OH 45215-2148	Constr:	Acres: 1.59(Est)	Patio:	
Usage: R501 Res Vac 0-9 Acs	Fndtn:	Irreg: N	Deck:	
Census: 0305.00	School: Springboro Community City SD	Topo: Level	Porch:	
Subdiv:	Bsmt Type:	SF Ttl:	Enc Pch:	
Map #: 04Q-13H-01-17.00	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Nghbrhd: 44005	Owner Occ: N	Lot #:	Style:	
Legal:				
Comments:				
Features:				

98 GrossTax An	\$1,620.74
98 HB920 Credit An	(\$706.52)
98 RB Credit An	(\$91.42)
98 TotalTax An	\$822.80
100% Land 1998	\$71,958
100% Total 1998	\$71,958
35% Land 1998	\$25,185
35% Total 1998	\$25,185

Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co LTD Partnership	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-031	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 1250 Springfield Pike Ste 400	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: CINCINNATI, OH 45215-2148	Constr:	Acres: 1.8(Est)	Patio:	
Usage: A501 Part Timber	Fndtn:	Irreg: N	Deck:	
Census: 0305.00	School: Springboro Community City SD	Topo: Level	Porch:	
Subdiv:	Bsmt Type:	SF Ttl:	Enc Pch:	
Map #: 04Q-13H-01-17.00	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Nghbrhd: 44001	Owner Occ: N	Lot #:	Style:	
Legal:				
Comments:				
Features:				

96 TotalTax An	\$1,040.70
35% Total 1996	\$28,304

Detail Property Report

Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co.LTD.PT	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-034	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: Elmwood Dr	Pace Sto:	Lot Size:	Frpplc:	
Tax CSZ: Springboro, OH 45066	Constr:	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #: 04Q-13H-01-13.04	Owner Occ: N	Lot #: C/A	Style:	
Nghbrhd: 49001				
Legal:				
Comments:				
Features:				

100% Land 1998 \$10
 100% Total 1998 \$10
 35% Land 1998 \$3
 35% Total 1998 \$3
 35% Total 1997 \$3

Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co.LTD.PT	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-045	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: Elmwood Dr	Pace Sto:	Lot Size:	Frpplc:	
Tax CSZ: Springboro, OH 45066	Constr:	Acres: .63(Est)	Patio:	
Usage: R501 Res Vac 0-9 Acs	Fndtn:	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #: 04Q-13H-07-09.00	Owner Occ: N	Lot #: C/A	Style:	
Nghbrhd: 44001				
Legal:				
Comments:				
Features:				

100% Land 1998 \$10
 100% Total 1998 \$10
 35% Land 1998 \$3
 35% Total 1998 \$3

Detail Property Report

321 Elmwood Dr

Sale Date: 05/28/1996 Sale Amount: \$83,500

Owner Name: Marjorie I Smith	Yr Blt: 1994	Gar: Attach	Rms:	A/C: Yes
Parcel ID: 04-13-476-024		SF Gar: 529	Bedrms: 2	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths:	Fuel: Gas
Tax Mail: 321 ELMWOOD DR	Stories: 1	Lot Size:	Frplc: No	
Tax CSZ: Springfield, OH 45066	Pace Sto: 1	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.02	Fndtn:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 1244	Enc Pch:	
Subdiv: Overlook Condo	Bsmt: None	Pace SF: 1244	Fam Rm: N	
Map #: 04Q-13H-01-24.00	Fin Bsmt SF:	Lot #: 3	Style:	
Nghbrhd: 44005	Owner Occ: Y			
Legal: OVERLOOK CONDO HEATHE LOT 3				

Comments:
Features: Good House Condition; Frame Unattached Garage, 230 SqFt, YrBlt 1994

Sale Date: 05/28/1996	Mortgage Amt: \$50,000	98 GrossTax An \$1,989.00
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$867.04)
Sale Price: \$83,500	Type: Conventional	98 RB Credit An (\$112.20)
Seller's Name: Springboro Land Co Ltd PNTS	Freq: 1 Year : Adjusted Rate	98 Reduction An (\$28.04)
Mortgagee: Fifth Third Bank	Rate: 6	98 TotalTax An \$981.72
		97 TotalTax An \$1,018.76
		96 TotalTax An \$1,131.18
		100% Bldg 1998 \$68,230
		100% Land 1998 \$20,100
		100% Total 1998 \$88,330
		35% Bldg 1998 \$23,880
		35% Land 1998 \$7,035
		35% Total 1998 \$30,915
		35% Total 1997 \$29,221
		35% Total 1996 \$30,761

329 Elmwood Dr

Sale Date: 05/10/1995 Sale Amount: \$79,500

Owner Name: Steven D Heitz	Yr Blt: 1994	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-023		SF Gar:	Bedrms: 2	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths:	Fuel: Gas
Tax Mail: 329 Elmwood Dr	Stories: 2	Lot Size:	Frplc: No	
Tax CSZ: Springboro, OH 45066-2501	Pace Sto: 2	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.00	Fndtn:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 1292	Enc Pch:	
Subdiv: Overlook Condo	Bsmt: None	Pace SF: 1292	Fam Rm: N	
Map #: 04Q-13H-01-22.00	Fin Bsmt SF:	Lot #: 2	Style:	
Nghbrhd: 44005	Owner Occ: Y			
Legal: OVERLOOK CONDO AT HEATHERWOODE PH I UNIT 2				

Comments:
Features: Good House Condition; Frame Unattached Garage, 230 SqFt, YrBlt 1994

Sale Date: 05/10/1995	Mortgage Amt: \$39,000	98 GrossTax An \$2,012.14
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$877.14)
Sale Price: \$79,500	Type: Conventional	98 RB Credit An (\$113.50)
Seller's Name: Springboro Land Co	Freq: 1 Year : Adjusted Rate	98 Reduction An (\$28.38)
Mortgagee: Amerifirst Bank	Rate: 7	98 TotalTax An \$993.12
		97 TotalTax An \$1,030.62
		96 TotalTax An \$1,144.42
		100% Bldg 1998 \$69,245
		100% Land 1998 \$20,100
		100% Total 1998 \$89,345
		35% Bldg 1998 \$24,236
		35% Land 1998 \$7,035
		35% Total 1998 \$31,271
		35% Total 1997 \$29,557
		35% Total 1996 \$31,115

Detail Property Report

317 Elmwood Dr

Sale Date: 10/16/1995 Sale Amount: \$83,000

Owner Name: Darrell D Thompson	Yr Blt: 1994	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-027		SF Gar:	Bedrms: 2	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths:	Fuel: Gas
Tax Mail: 317 Elmwood Dr	Stories: 1	Lot Size:	Frplc: No	
Tax CSZ: Springboro, OH 45066-2501	Pace Sto: 1	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.00	Fndtn:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 1244	Enc Pch:	
Subdiv: Overlook Condo	Bsmt: None	Pace SF: 1244	Fam Rm: N	
Map #: 04Q-13H-01-25.00	Fin Bsmt SF:	Lot #: 6	Style:	
Nghbrhd: 44005	Owner Occ: Y			
Legal: OVERLOOK CONDO HEATHERWOODE LOT 6				

Comments: Features: Good House Condition; Frame Unattached Garage, 230 SqFt, YrBlt 1994

Sale Date: 10/16/1995	Mortgage Amt: \$70,000	98 GrossTax An \$1,989.00
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$867.04)
Sale Price: \$83,000	Type: Conventional	98 RB Credit An (\$112.20)
Seller's Name: Springboro Land Co	Freq: 3 Years : Adjusted Rate	98 Reduction An (\$28.04)
Mortgagee: Fifth Third Bank	Rate: 6.875	98 TotalTax An \$981.72
		97 TotalTax An \$1,018.76
		96 TotalTax An \$1,131.18
		100% Bldg 1998 \$68,230
		100% Land 1998 \$20,100
		100% Total 1998 \$88,330
		35% Bldg 1998 \$23,880
		35% Land 1998 \$7,035
		35% Total 1998 \$30,915
		35% Total 1997 \$29,221
		35% Total 1996 \$30,761

320 Elmwood Dr

Sale Date: 12/03/1999 Sale Amount: \$125,000

Owner Name: Rebecca Hanshaw	Yr Blt: 1996	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-032		SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths: 2:0	Fuel: Gas
Tax Mail: 320 Elmwood Dr	Stories: 2	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2500	Pace Sto: 2	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.00	Fndtn: Conc	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type:	SF Ttl: 1731	Enc Pch:	
Subdiv: Overlook Condo	Bsmt: None	Pace SF: 1731	Fam Rm: N	
Map #: 04Q-13H-01-13.03	Fin Bsmt SF:	Lot #: 8	Style:	
Nghbrhd: 44001	Owner Occ: Y			
Legal: OVERLOOK CONDO AT HEATHERWOODE LOT 8				

Comments: DEED TYPE 23
Features: Frame Attached Garage, 213 SqFt; Frame Attached Garage, 270 SqFt; Concrete Patio, 119 SqFt; Concrete Patio, 49 SqFt; Frame Porch-Open, 16 SqFt; Average House Condition

Sale Date: 12/03/1999	Mortgage Amt: \$100,400	98 GrossTax An \$2,606.40
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$1,136.18)
Sale Price: \$125,000	Type: Conventional	98 RB Credit An (\$147.02)
Seller's Name: Springboro Land Co	Freq: : Fixed	98 TotalTax An \$1,323.20
Mortgagee: Sibcy Cline Fin Services	Rate:	97 TotalTax An \$1,335.00
		100% Bldg 1998 \$95,626
		100% Land 1998 \$20,100
		100% Total 1998 \$115,726
		35% Bldg 1998 \$33,469
		35% Land 1998 \$7,035
		35% Total 1998 \$40,504
		35% Total 1997 \$38,286

Detail Property Report

309 Elmwood Dr

Sale Date: 03/29/1995 Sale Amount: \$81,000

Owner Name: Harold C Teter	Yr Blt: 1994	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-028		SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths: 2:1	Fuel: Gas
Tax Mail: 231 PIONEER BLVD	Stories: 2	Lot Size:	Frplc: No	
Tax CSZ: Springboro, OH 45066	Pace Sto: 2	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.00	Fndtn:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 1428	Enc Pch:	
Subdiv: Overlook Condo	Bsmt: None	Pace SF: 1428	Fam Rm: N	
Map #: 04Q-13H-01-27.00	Fin Bsmt SF:	Lot #: 7	Style:	
Nghbrhd: 44005	Owner Occ: N			
Legal: OVERLOOK CONDO AT HEATHERWOODE PH I UNIT 7				

Comments:
Features: Good House Condition; Frame Unattached Garage, 230 SqFt, YrBlt 1994

Sale Date: 03/29/1995	Mortgage Amt: \$64,800	98 GrossTax An \$2,129.22
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$928.16)
Sale Price: \$81,000	Type: Conventional	98 RB Credit An (\$120.10)
Seller's Name: Springboro Land Co	Freq: 1 Year : Adjusted Rate	98 Reduction An (\$30.02)
Mortgagee: Amerifirst Bank	Rate: 7	98 TotalTax An \$1,050.94
		97 TotalTax An \$1,090.58
		96 TotalTax An \$1,210.96
		100% Bldg 1998 \$74,461
		100% Land 1998 \$20,100
		100% Total 1998 \$94,561
		35% Bldg 1998 \$26,061
		35% Land 1998 \$7,035
		35% Total 1998 \$33,096
		35% Total 1997 \$31,283
		35% Total 1996 \$32,932

313 Elmwood Dr

Sale Date: 04/06/1995 Sale Amount: \$89,500

Owner Name: James A & Badonna R Reese	Yr Blt: 1994	Gar: Attach	Rms:	A/C: Yes
Parcel ID: 04-13-476-026		SF Gar: 480	Bedrms: 2	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths:	Fuel: Gas
Tax Mail: 313 Elmwood Dr	Stories: 1	Lot Size:	Frplc: No	
Tax CSZ: Springboro, OH 45066-2501	Pace Sto: 1	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.02	Fndtn:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 1244	Enc Pch:	
Subdiv: Overlook Condo	Bsmt: None	Pace SF: 1244	Fam Rm: N	
Map #: 04Q-13H-01-26.00	Fin Bsmt SF:	Lot #: 5	Style:	
Nghbrhd: 44005	Owner Occ: Y			
Legal: OVERLOOK CONDOS AT HEATHERWOODE PH I UNIT 5				

Comments:
Features: Good House Condition; Frame Unattached Garage, 230 SqFt, YrBlt 1994

Sale Date: 04/06/1995	Mortgage Amt: \$80,100	98 GrossTax An \$1,989.00
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$867.04)
Sale Price: \$89,500	Type: Conventional	98 RB Credit An (\$112.20)
Seller's Name: Springboro Land Co	Freq: 1 Year : Adjusted Rate	98 Reduction An (\$28.04)
Mortgagee: Amerifirst Bank	Rate: 6.875	98 TotalTax An \$981.72
		97 TotalTax An \$1,018.76
		96 TotalTax An \$1,131.18
		100% Bldg 1998 \$68,230
		100% Land 1998 \$20,100
		100% Total 1998 \$88,330
		35% Bldg 1998 \$23,880
		35% Land 1998 \$7,035
		35% Total 1998 \$30,915
		35% Total 1997 \$29,221
		35% Total 1996 \$30,761

Detail Property Report

298 Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co.LTD.PT	Yr Blt: 1997	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-038		SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths: 2:0	Fuel: Gas
Tax Mail: 298 Elmwood Dr	Stories: 1	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2503	Pace Sto: 1	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.00	Fndtn: Conc	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 1500	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1500	Fam Rm: N	
Map #: 04Q-03H-07-02.00	Owner Occ: Y	Lot #: 3-11	Style:	
Nghbrhd: 44005				
Legal:				
Comments:				
Features: Frame Attached Garage, 260 SqFt; Concrete Patio, 24 SqFt; Frame Porch-Open, 24 SqFt; Average House Condition				

98 GrossTax An	\$2,673.78
98 HB920 Credit An	(\$1,165.56)
98 RB Credit An	(\$150.82)
98 TotalTax An	\$1,357.40
100% Bldg 1998	\$94,621
100% Land 1998	\$24,120
100% Total 1998	\$118,741
35% Bldg 1998	\$33,117
35% Land 1998	\$8,442
35% Total 1998	\$41,559

302 Elmwood Dr

Sale Date: 03/21/1997 Sale Amount: \$145,395

Owner Name: R Norman & Mary L Roush	Yr Blt: 1997	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-037		SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Yr Remod:	Cars (#):	Baths: 2:1	Fuel: Gas
Tax Mail: 145 Eleanor Dr	Stories: 2	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-1313	Pace Sto: 2	Acres:	Patio:	
Usage: R550 Condominium	Constr: Frame	Irreg: N	Deck:	
Census: 0305.02	Fndtn: Conc	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt Type: None	SF Ttl: 1738	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1738	Fam Rm: N	
Map #: 04Q-03H-07-01.00	Owner Occ: N	Lot #: 3-10	Style:	
Nghbrhd: 44005				
Legal: OVERLOOK CONDO III AT LOT 3 THRU 10				
Comments:				
Features: Frame Attached Garage, 195 SqFt; Frame Attached Garage, 225 SqFt; Concrete Patio, 117 SqFt; Concrete Patio, 86 SqFt; Average House Condition				

Sale Date: 03/21/1997	Mortgage Amt: \$68,400	98 GrossTax An	\$3,095.14
IDT Date:	Term: 15 Years	98 HB920 Credit An	(\$1,349.24)
Sale Price: \$145,395	Type: Conventional	98 RB Credit An	(\$174.60)
Seller's Name: Springboro Land Co	Freq: 3 Years : Adjusted Rate	98 Reduction An	(\$43.64)
Mortgagee: Fifth Third Bank	Rate: 7	98 TotalTax An	\$1,527.66
		100% Bldg 1998	\$113,324
		100% Land 1998	\$24,120
		100% Total 1998	\$137,444
		35% Bldg 1998	\$39,663
		35% Land 1998	\$8,442
		35% Total 1998	\$48,105

Detail Property Report

290 Elmwood Dr

Sale Date: 09/12/1997 Sale Amount: \$137,900

Owner Name: James C & Donna J Richards	Yr Blt: 1997	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-040	Yr Remod:	SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Stories: 2	Cars (#):	Baths: 2:1	Fuel: Gas
Tax Mail: 290 ELMWOOD DR	Pace Sto: 2	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2503	Constr: Frame	Acres:	Patio:	
Usage: R550 Condominium	Fndtn: Conc	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1742	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1742	Fam Rm: N	
Map #: 04Q-03H-07-03.00	Owner Occ: Y	Lot #: 3-13	Style:	
Nghbrhd: 44005				
Legal: OVERLOOK CONDO III LOT 3 THRU 13				

Comments: Features: Frame Attached Garage, 195 SqFt; Frame Attached Garage, 225 SqFt; Concrete Patio, 117 SqFt; Concrete Patio, 82 SqFt; Frame Porch-Open, 25 SqFt; Average House Condition

Sale Date: 09/12/1997	Mortgage Amt: \$110,300	98 GrossTax An \$3,119.64
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$1,359.92)
Sale Price: \$137,900	Type: Conventional	98 RB Credit An (\$175.98)
Seller's Name: Springboro Land Co	Freq: 5 Years : Adjusted Rate	98 Reduction An (\$44.00)
Mortgagee: Citfed Mtg Corp America	Rate: 6.75	98 TotalTax An \$1,539.74
		100% Bldg 1998 \$114,399
		100% Land 1998 \$24,120
		100% Total 1998 \$138,519
		35% Bldg 1998 \$40,040
		35% Land 1998 \$8,442
		35% Total 1998 \$48,482

294 Elmwood Dr

Sale Date: 05/13/1997 Sale Amount: \$151,951

Owner Name: Joan M Klose	Yr Blt: 1997	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-039	Yr Remod:	SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Stories: 1	Cars (#):	Baths: 2:0	Fuel: Gas
Tax Mail: 294 ELMWOOD DR	Pace Sto: 1	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2503	Constr: Frame	Acres:	Patio:	
Usage: R550 Condominium	Fndtn: Conc	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1856	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1856	Fam Rm: N	
Map #: 04Q-03H-07-04.00	Owner Occ: Y	Lot #: 3-12	Style:	
Nghbrhd: 44005				
Legal: OVERLOOK CONDO III LOT 3/12				

Comments: Features: Frame Attached Garage, 169 SqFt; Frame Attached Garage, 91 SqFt; Frame Porch-Open, 24 SqFt; Average House Condition

Sale Date: 05/13/1997	Mortgage Amt:	98 GrossTax An \$3,066.56
IDT Date:	Term:	98 HB920 Credit An (\$1,336.78)
Sale Price: \$151,951	Type:	98 RB Credit An (\$172.98)
Seller's Name: Springboro Land Co	Freq:	98 Reduction An (\$43.24)
Mortgagee: Unknown	Rate:	98 TotalTax An \$1,513.56
		100% Bldg 1998 \$112,037
		100% Land 1998 \$24,120
		100% Total 1998 \$136,157
		35% Bldg 1998 \$39,213
		35% Land 1998 \$8,442
		35% Total 1998 \$47,655

Detail Property Report

278 Elmwood Dr

Sale Date: 05/06/1998 Sale Amount: \$115,800

Owner Name: Cheryl L Brookover	Yr Blt: 1997	Gar: Rms:	A/C: Yes
Parcel ID: 04-13-476-042	Yr Remod:	SF Gar: Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Stories: 1	Cars (#): Baths: 2:0	Fuel: Gas
Tax Mail: 278 Elmwood Dr	Pace Sto: 1	Lot Size: Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2503	Constr: Frame	Acres: Patio:	
Usage: R550 Condominium	Fndtn: Conc	Irreg: N	Deck:
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1500	Enc Pch:
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1500	Fam Rm: N
Map #: 04Q-03H-07-06.00	Owner Occ: Y	Lot #: 4/15	Style:
Nghbrhd: 44005			
Legal: OVERLOOK CONDO III LOT 4/15			

Comments: Features: Frame Attached Garage, 260 SqFt; Concrete Patio, 24 SqFt; Frame Porch-Open, 24 SqFt; Average House Condition

Sale Date: 05/06/1998	Mortgage Amt: \$60,000	98 GrossTax An \$2,673.78
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$1,165.56)
Sale Price: \$115,800	Type: Conventional	98 RB Credit An (\$150.82)
Seller's Name: Springboro Land Co	Freq: : Fixed	98 TotalTax An \$1,357.40
Mortgagee: National City Mtg Co	Rate:	
		100% Bldg 1998 \$94,621
		100% Land 1998 \$24,120
		100% Total 1998 \$118,741
		35% Bldg 1998 \$33,117
		35% Land 1998 \$8,442
		35% Total 1998 \$41,559

282 Elmwood Dr

Sale Date: 08/14/1998 Sale Amount: \$137,900

Owner Name: Dennis T & Glenda A Ranshaw	Yr Blt: 1997	Gar: Attach	Rms:	A/C: Yes
Parcel ID: 04-13-476-041	Yr Remod:	SF Gar: 420	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Stories: 2	Cars (#):	Baths: 2:1	Fuel: Gas
Tax Mail: 282 Elmwood Dr	Pace Sto: 2	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2503	Constr: Frame	Acres:	Patio:	
Usage: R550 Condominium	Fndtn: Conc	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1742	Enc Pch:	
Subdiv: Overlook	Fin Bsmt SF:	Pace SF: 1742	Fam Rm: N	
Map #: 04Q-03H-07-05.00	Owner Occ: Y	Lot #: 4/14	Style:	
Nghbrhd: 44005				
Legal: OVERLOOK III LOT 4/14				

Comments: Features: Frame Attached Garage, 225 SqFt; Frame Attached Garage, 195 SqFt; Concrete Patio, 117 SqFt; Concrete Patio, 82 SqFt; Frame Porch-Open, 25 SqFt; Average House Condition

Sale Date: 08/14/1998	Mortgage Amt: \$93,000	98 GrossTax An \$3,119.64
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$1,359.92)
Sale Price: \$137,900	Type: Conventional	98 RB Credit An (\$175.98)
Seller's Name: Springboro Land Co Ltd PTNS	Freq: 5 Years : Adjusted Rate	98 TotalTax An \$1,583.74
Mortgagee: National City Bank	Rate: 6.875	
		100% Bldg 1998 \$114,399
		100% Land 1998 \$24,120
		100% Total 1998 \$138,519
		35% Bldg 1998 \$40,040
		35% Land 1998 \$8,442
		35% Total 1998 \$48,482

Detail Property Report

270 Elmwood Dr

Sale Date: 11/19/1999 Sale Amount: \$129,500

Owner Name: Barbara J Cramer	Yr Blt: 1997	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-044	Yr Remod:	SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Stories: 2	Cars (#):	Baths: 2:1	Fuel: Gas
Tax Mail: 270 Elmwood Dr	Pace Sto: 2	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2503	Constr: Frame	Acres:	Patio:	
Usage: R550 Condominium	Fndtn: Conc	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1742	Enc Pch:	
Subdiv: Overlook	Fin Bsmt SF:	Pace SF: 1742	Fam Rm: N	
Map #: 04Q-03H-07-07.00	Owner Occ: Y	Lot #: 4/17	Style:	
Nghbrhd: 44005				
Legal: OVERLOOK CONDO II LOT 4/17				

Comments: DEED TYPE 23

Features: Frame Attached Garage, 195 SqFt; Frame Attached Garage, 225 SqFt; Concrete Patio, 117 SqFt; Concrete Patio, 82 SqFt; Frame Porch-Open, 25 SqFt; Average House Condition

Sale Date: 11/19/1999	Mortgage Amt: \$72,000	98 GrossTax An \$3,119.64
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$1,359.92)
Sale Price: \$129,500	Type: Conventional	98 RB Credit An (\$175.98)
Seller's Name: Springboro Land Co	Freq: 1 Year : Adjusted Rate	98 TotalTax An \$1,583.74
Mortgagee: Lebanon Citizens Natl Bk	Rate: 6.875	
		100% Bldg 1998 \$114,399
		100% Land 1998 \$24,120
		100% Total 1998 \$138,519
		35% Bldg 1998 \$40,040
		35% Land 1998 \$8,442
		35% Total 1998 \$48,482

274 Elmwood Dr

Sale Date:

Sale Amount:

Owner Name: Springboro Land Co.LTD.PT	Yr Blt: 1997	Gar:	Rms:	A/C: Yes
Parcel ID: 04-13-476-043	Yr Remod:	SF Gar:	Bedrms: 3	Heat: Frd Air
Location: Springboro Village	Stories: 1	Cars (#):	Baths: 2:0	Fuel: Gas
Tax Mail: 274 Elmwood Dr	Pace Sto: 1	Lot Size:	Frplc: Yes	
Tax CSZ: Springboro, OH 45066-2503	Constr: Frame	Acres:	Patio:	
Usage: R550 Condominium	Fndtn: Conc	Irreg: N	Deck:	
Census: 0305.00	Bsmt Type:	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1856	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1856	Fam Rm: N	
Map #: 04Q-03H-07-08.00	Owner Occ: Y	Lot #: 4-16	Style:	
Nghbrhd: 44005				
Legal:				

Comments:

Features: Frame Attached Garage, 169 SqFt; Frame Porch-Open, 24 SqFt; Average House Condition

98 GrossTax An \$3,108.08
98 HB920 Credit An (\$1,354.88)
98 RB Credit An (\$175.32)
98 TotalTax An \$1,577.88
100% Bldg 1998 \$113,897
100% Land 1998 \$24,120
100% Total 1998 \$138,017
35% Bldg 1998 \$39,864
35% Land 1998 \$8,442
35% Total 1998 \$48,306

Detail Property Report

250 Elmwood Dr
Sale Date: 07/07/1999 Sale Amount: \$130,000

Owner Name: Beverly S Brown	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-051	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 250 Elmwood Dr	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: Springboro, OH 45066-2503	Constr:	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0000.00	Bsmt Type:	Topo:	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook At Heatherwoode	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #: .	Owner Occ: Y	Lot #: 19	Style:	
Nghbrhd: .				
Legal: OVERLOOK AT HEATHERWOODE CONDO UNIT 19				
Comments: DEED TYPE 23				
Features:				
Sale Date: 07/07/1999	Mortgage Amt: \$104,000			
IDT Date: .	Term: 30 Years			
Sale Price: \$130,000	Type: Conventional			
Seller's Name: Springboro Land Co	Freq: Fixed			
Mortgagee: First Bancorp MTG	Rate:			

260 Elmwood Dr
Sale Date: 03/01/2000 Sale Amount: \$135,000

Owner Name: Steven R Le Clair	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-050	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 260 Elmwood Dr	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: Springboro, OH 45066-2503	Constr:	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0000.00	Bsmt Type:	Topo:	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook At Heatherwoode	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #: .	Owner Occ: Y	Lot #: 18	Style:	
Nghbrhd: .				
Legal: OVERLOOK AT HEATHERWOODE CONDO LOT 18				
Comments: DEED TYPE 23				
Features:				
Sale Date: 03/01/2000	Mortgage Amt: \$108,000			
IDT Date: .	Term: 30 Years			
Sale Price: \$135,000	Type: Conventional			
Seller's Name: Springboro Land Co Ltd PTNS	Freq: 5 Years : Adjusted Rate			
Mortgagee: Bank Of America	Rate: 7.75			

Detail Property Report

128 Elmwood Dr

Sale Date: 05/17/2000 Sale Amount: \$130,900

Owner Name: Mary E Bergsten	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-059	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 128 Elmwood Dr	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: Springboro, OH 45066-1502	Constr:	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0000.00	Bsmt Type:	Topo:	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #:	Owner Occ: Y	Lot #: 20	Style:	
Nghbrhd:				
Legal: OVERLOOK CONDO 5 LOT 20				
Comments: DEED TYPE 23				
Features:				
Sale Date: 05/17/2000	Mortgage Amt:			
IDT Date:	Term:			
Sale Price: \$130,900	Type:			
Seller's Name: R & R Assoc	Freq:			
Mortgagee: Unknown	Rate:			

210 Elmwood Dr

Sale Date: 10/15/1999 Sale Amount: \$137,980

Owner Name: Janice K Douglass	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-063	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 210 Elmwood Dr	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: Springboro, OH 45066-2503	Constr:	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0000.00	Bsmt Type:	Topo:	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #:	Owner Occ: Y	Lot #: 23	Style:	
Nghbrhd:				
Legal: OVERLOOK CONDO 5 LOT 23				
Comments: DEED TYPE 23				
Features:				
Sale Date: 10/15/1999	Mortgage Amt: \$96,550			
IDT Date:	Term: 30 Years			
Sale Price: \$137,980	Type: Conventional			
Seller's Name: R & R Assoc	Freq: 5 Years : Adjusted Rate			
Mortgagee: Fifth Third Bank	Rate: 7.25			

Detail Property Report

333 Elmwood Dr

Sale Date: 08/04/1995 Sale Amount: \$100,000

Owner Name: James T & Rosamond J Allen	Yr Blt: 1994	Gar: Attach	Rms:	A/C: Yes
Parcel ID: 04-13-476-022	Yr Remod:	SF Gar: 324	Bedrms: 3	Heat: Frcd Air
Location: Springboro Village	Stories: 2	Cars (#):	Baths: 2:1	Fuel: Gas
Tax Mail: 333 Elmwood Dr	Pace Sto: 2	Lot Size:	Frplc: No	
Tax CSZ: Springboro, OH 45066-2501	Constr: Frame	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0305.02	Bsmt Type: None	Topo: Level	Porch:	
School: Springboro Community City SD	Bsmt: None	SF Ttl: 1428	Enc Pch:	
Subdiv: Overlook Condo	Fin Bsmt SF:	Pace SF: 1428	Fam Rm: N	
Map #: 04Q-13H-01-21.00	Owner Occ: Y	Lot #: 1	Style:	
Nghbrhd: 44005				
Legal: OVERLOOK CONDO AT HEATHERWOODE PH 1 UNIT 1				

Comments:
Features: Good House Condition; Frame Unattached Garage, 230 SqFt, YrBlit 1994

Sale Date: 08/04/1995	Mortgage Amt: \$95,000	98 GrossTax An \$2,129.22
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$928.16)
Sale Price: \$100,000	Type: Conventional	98 RB Credit An (\$120.10)
Seller's Name: Springboro Land Co	Freq: 1 Year : Adjusted Rate	98 Reduction An (\$30.02)
Mortgagee: Amerifirst Bank	Rate: 6.75	98 TotalTax An \$1,050.94
		97 TotalTax An \$1,090.58
		96 TotalTax An \$1,210.96
		100% Bldg 1998 \$74,461
		100% Land 1998 \$20,100
		100% Total 1998 \$94,561
		35% Bldg 1998 \$26,061
		35% Land 1998 \$7,035
		35% Total 1998 \$33,096
		35% Total 1997 \$31,283
		35% Total 1996 \$32,932

761 Elmwood Dr

Sale Date: 06/07/1999 Sale Amount: \$169,900

Owner Name: Debra A Tiry	Yr Blt: 1995	Gar: Attach	Rms:	A/C: Yes
Parcel ID: 12-05-175-001	Yr Remod:	SF Gar: 380	Bedrms: 3	Heat: Frcd Air
Location: Lebanon City	Stories: 2	Cars (#):	Baths: 2:0	Fuel: Gas
Tax Mail: 761 Elmwood Ct	Pace Sto: 2	Lot Size:	Frplc: Yes	
Tax CSZ: Lebanon, OH 45036-8313	Constr: Frame	Acres: 0.27	Patio:	
Usage: R510 Single Family	Fndtn: Conc	Irreg: N	Deck:	
Census: 0321.00	Bsmt Type: Full	Topo: Level	Porch:	
School: Lebanon City SD	Bsmt: Fin	SF Ttl: 1844	Enc Pch:	
Subdiv: Silverwood Farms	Fin Bsmt SF:	Pace SF: 1844	Fam Rm: Y	
Map #: 12F-05B-01-22.00	Owner Occ: Y	Lot #: 5195	Style:	
Nghbrhd: 121003				
Legal: SILVERWOOD FARMS 1 LOT 5195				

Comments:
Features: DEED TYPE 23
Frame Attached Garage, 260 SqFt; Frame Attached Garage, 120 SqFt; Wood Deck, 120 SqFt; Frame Porch-Open, 36 SqFt; Average House Condition

Sale Date: 06/07/1999	Mortgage Amt: \$161,400	98 GrossTax An \$3,364.40
IDT Date:	Term: 30 Years	98 HB920 Credit An (\$1,520.82)
Sale Price: \$169,900	Type: Conventional	98 RB Credit An (\$184.36)
Seller's Name: Terrance R Monnie TRST	Freq: : Fixed	98 Reduction An (\$46.08)
Mortgagee: Nvr Mtg Finance Inc	Rate:	98 TotalTax An \$1,613.14
		97 TotalTax An \$1,663.18
		96 TotalTax An \$1,878.02
Sale Date: 02/04/1997	Mortgage Amt: \$136,000	100% Bldg 1998 \$120,260
IDT Date:	Term: 30 Years	100% Land 1998 \$23,000
Sale Price: \$159,000	Type: Conventional	100% Total 1998 \$143,260
Seller's Name: NVR Homes Inc	Freq: 1 Year : Adjusted Rate	35% Bldg 1998 \$42,091
Mortgagee: First Sav Bank Norwood	Rate: 8.375	35% Land 1998 \$8,050
		35% Total 1998 \$50,141
		35% Total 1997 \$50,141
		35% Total 1996 \$50,253
Sale Date: 01/23/1995	Mortgage Amt:	
IDT Date:	Term:	
Sale Price: \$23,500	Type:	
Seller's Name: Towne Land Co	Freq:	
Mortgagee: Unknown	Rate:	

Detail Property Report

230 Elmwood Dr

Sale Date: 08/07/2000 Sale Amount: \$141,400

Owner Name: James T & Rosamond J Allen	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-069	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 230 Elmwood Dr	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: Springboro, OH 45066-2503	Constr:	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0000.00	Bsmt Type:	Topo:	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #:	Owner Occ: Y	Lot #: 25	Style:	
Nghbrhd:				
Legal: OVERLOOK CONDO AT HEATHERWOODE LOT 25				
Comments: DEED TYPE 23				
Features:				
Sale Date: 08/07/2000	Mortgage Amt:			
IDT Date:	Term:			
Sale Price: \$141,400	Type:			
Seller's Name: R & R Assoc	Freq:			
Mortgagee: Unknown	Rate:			

240 Elmwood Dr

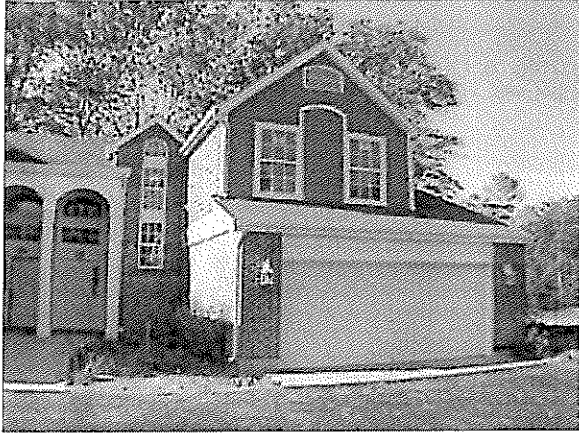
Sale Date: 09/27/2000 Sale Amount: \$143,900

Owner Name: Sally J Miller	Yr Blt:	Gar:	Rms:	A/C:
Parcel ID: 04-13-476-068	Yr Remod:	SF Gar:	Bedrms:	Heat:
Location: Springboro Village	Stories:	Cars (#):	Baths:	Fuel:
Tax Mail: 240 Elmwood DR	Pace Sto:	Lot Size:	Frplc:	
Tax CSZ: Springboro, OH 45066	Constr:	Acres:	Patio:	
Usage: R550 Condominium	Fndtn:	Irreg: N	Deck:	
Census: 0000.00	Bsmt Type:	Topo:	Porch:	
School: Springboro Community City SD	Bsmt:	SF Ttl:	Enc Pch:	
Subdiv: Overlook At Heatherwoode	Fin Bsmt SF:	Pace SF:	Fam Rm:	
Map #:	Owner Occ: Y	Lot #: 24	Style:	
Nghbrhd:				
Legal: OVERLOOK AT HEATHERWOODE CONDO LOT 24				
Comments: DEED TYPE 23				
Features:				
Sale Date: 09/27/2000	Mortgage Amt: \$87,900			
IDT Date:	Term: 30 Years			
Sale Price: \$143,900	Type: Conventional			
Seller's Name: R & R Assoc	Freq: Fixed			
Mortgagee: Ohio Savings Bank	Rate:			

SOLD 05/12/99 CD:06/30/99 DOM:521 SO:BIGV01 CONV OP\$ 139,900 SP\$ 130,000
 C613755 E15CC 250 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 132,400
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS

6 3 3-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	15x15	1
Liv:	12x17	1	Bd2:	12x10	2
Din:	12x10	1	Bd3:	13x11	2
Kit:	11x 9	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3	F	2
Lau:			Bath #4		

Family Rm :N Bedrm Lev1:Y
 Formal Din:Y Bathrm Lev1:Y

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :2 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :NA	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Subd:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 122
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM UNDER CONSTRUCTION "AUGUSTA" 2 STORY UNIT.

-----FEATURES-----

Liv :WW Carpet	Liv :Fireplace	Din :WW Carpet	Kit :Eat-In
Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet	Mbed:Bath Adjoins
Mbed:Walkin Clset	Bath:Shower	Bath:Tub	Bath:Ceramic Tile
Ins :6 Panel Drs	Ins :French Doors	Ins :Loft	Outs:Patio
Outs:Pool Ingrnd	Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt
View:Golf Course	Appl:Oven/Range	Appl:Dishwasher	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping
HOA :Snow Removal	:	:	:

Call Listing Office/Appt Ctr
 Type:ER Sub:3 Buy:3 Tran:NA Vol:H903 554 Occ/Own:OWNER
 Firm:SIBCY CLINE REALTORS LO:SIBC09 Ph:(513) 932-6334
 Agent:CINDY HEITMAN File:430626 Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

SOLD 01/25/00 CD:03/01/00 DOM: 16 SO:SIBC09 CONV OP\$ 132,400 SP\$ 130,000
 C692154 E15CC 260 ELMWOOD DR UN#260 Subu:SPRINGBORO LP\$ 132,400
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEARCREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 LEFT ON ELMWOOD DRIVE TO OVERLO
 OK AT HEATHERWOODE



	DIM	LEV		DIM	LEV
Ent:	6x 4	1	Mbd:	15x16	1
Liv:	12x17	1	Bd2:	12x13	2
Din:	12x10	1	Bd3:	12x11	2
Kit:	13x10	1	Bd4:		
Bkr:	11x 9	4	Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	2
Rec:			Bath #3	P	1
Lau:	6x 4	1	Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :2	Dist:SPRINGBORO
Lev :2 Story	Gar : 2 Att,Front	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :N Existing Str	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :condo	Mid :SPRINGBORO
Fnd :Slab	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:813	PEle:CHOICE
Subd:Alum,Db1 Hung	Sew :Public	TxRate:OFREC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OFREC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 1
TaxID:04134760240		Tran:	HOA Fee \$ 122
Oth TaxID:			
Spec Fin :Y POSSIBLE LEASE PURCHASE			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM

-----FEATURES-----

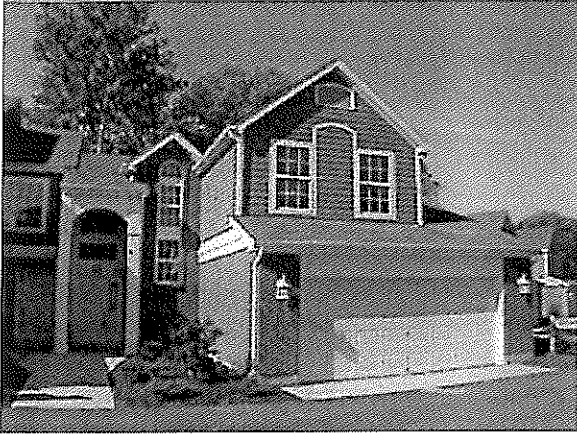
Ent :Ceramic Tile	Liv :WW Carpet	Liv :Fireplace	Liv :Walkout
Din :WW Carpet	Din :Chandelier	Din :French Doors	Din :Walkout
Kit :Vinyl Floor	Kit :Eat-In	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Db1 Vanity
Bath:Shower	Bath:Tub	Bath:Ceramic Tile	Ins :French Doors
Ins :Loft	Ins :Cathed Ceili	Outs:Patio	Outs:Wooded Lot
Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt	View:Golf Course
Appl:Oven/Range	Appl:Dishwasher	HOA :Maintenance	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping
HOA :Snow Removal	:	:	:

Call Listing Office/Appt Ctr
 Type:ER Sub:3 Buy:3 Tran:NA Vol:E204 179 Occ/Own:SPRINGBORO LAND
 Firm:SIBCY CLINE REALTORS LO:SIBC09 Ph:(513) 932-6334
 Agent:CINDY HEITMAN File:430626 Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

EXPIRE 12/09/98 CD: DOM:367 SO: OP\$ 139,900 SP\$
 C613681 E15CC 270 ELMWOOD DR UN#1 Subu:SPRINGBORO LP\$ 139,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

 741 NORTH LEFT ON ELMWOOD DR TO SIGNS 6 3 3-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	15x15	1
Liv:	12x17	1	Bd2:	12x10	1
Din:	12x10	1	Bd3:	13x11	1
Kit:	11x 9	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3	F	2
Lau:			Bath #4		

Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :2 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :0 Wood,Marble	Lot :n/a	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Id:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 122
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM THE"AUGUSTA" 2 STORY UNIT

-----FEATURES-----

Liv :WW Carpet	Liv :Fireplace	Din :WW Carpet	Kit :Eat-In
Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet	Mbed:Bath Adjoins
Mbed:Walkin Clset	Bath:Shower	Bath:Tub	Bath:Ceramic Tile
Ins :French Doors	Ins :Loft	Outs:Patio	Outs:Pool Ingrnd
Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt	View:Golf Course
Appl:Oven/Range	Appl:Dishwasher	HOA :Pool	HOA :Clubhouse
HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping	HOA :Snow Removal

Call Listing Office/Appt Ctr
 Type:ER Sub:3 Buy:3 Tran:NA Vol:H804 499 Occ/Own:OWNER
 Firm:SIBCY CLINE REALTORS LO:SIBC09 Ph:(513) 932-6334
 Agent:CINDY HEITMAN File:430626 Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

LEAS/P 07/28/99 CD: DOM:598 SO: OP\$ 144,900 SP\$
 C613802 E15CC 274 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 134,400
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS OR
 75S L RT73 R 741 R ELMWOOD



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x16	2
Liv:	26x16	2	Bd2:	12x15	2
Din:			Bd3:	13x 8	2
Kit:	11x12	2	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	2
Stu:			Bath #2	F	2
Rec:			Bath #3		
Lau:		2	Bath #4		
Family Rm :	N		Bedrm	Levl:Y	
Formal Din:	N		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :NA	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Id:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	Lev Condo:
Cool:Cen Air	Ease:Of Rec	Occ :At Close	HOA Fee \$ 122
TaxID:NEW		Tran:	Auction :N
Oth TaxID:			
Spec Fin :N			

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM "GREENBRIAR II" UPPER UNIT WITH LARGE, OPEN & BRIGHT GREAT ROOM. FRENCH DOORS TO DECK THAT OVERLOOKS GOLF COURSE 3 LG BEDROOMS PLUS EAT-IN KITCHEN W/LOTS OF CABINETS.

-----FEATURES-----

Liv :WW Carpet	Liv :Great Room	Liv :Walkout	Kit :Vinyl Floor
Kit :Eat-In	Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet
Mbed:Bath Adjoins	Bath:Shower	Bath:Tub	Bath:Ceramic Tile
Ins :6 Panel Drs	Outs:Patio	Outs:Pool Ingrnd	Misc:Cable TV
Misc:Smoke Alarm	View:Golf Course	Appl:Oven/Range	Appl:Dishwasher
HOA :Pool	HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues
HOA :Landscaping	HOA :Snow Removal	:	:

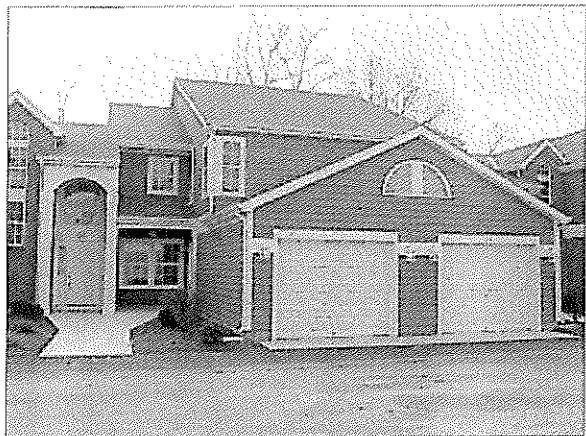
Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H903 554	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09	Ph:(513) 932-6334	
Agent:CINDY HEITMAN			File:430626	Ph:(513) 573-1857	

-- All information is believed accurate but NOT guaranteed --

SOLD 04/17/98 CD:04/30/98 DOM:131 SO:NONMEM CONV OP\$ 124,900 SP\$ 115,800
 C613803 E15CC 278 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 116,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS



	DIM	LEV		DIM	LEV
Ent:			Mbd:	13x16	1
Liv:	15x16	1	Bd2:	11x13	1
Din:	11x10	1	Bd3:		
Kit:	12x15	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3		
Lau:		1	Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y Existing Str	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :NA	Mid :SPRINGBORO
Fnd :Poured	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Id:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 106
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM "GREENBRIAR" LOWER UNIT FEATURES A LARGE LIVING ROOM, HUGE KITCHEN W/FORMAL DINING ROOM. 2 LARGE BEDROOMS. WONDERFUL VIEW OF GOLF COURSE.

-----FEATURES-----

Liv :WW Carpet	Liv :Great Room	Liv :Fireplace	Liv :Walkout
Kit :Vinyl Floor	Kit :Eat-In	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Bath:Ceramic Tile	Ins :6 Panel Drs	Outs:Patio
Outs:Pool Ingrnd	Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt
View:Golf Course	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Trash	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Assn Dues	HOA :Landscaping	HOA :Snow Removal	:

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H802 581	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09		Ph:(513) 932-6334
Agent:CINDY HEITMAN			File:430626		Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

SOLD 06/30/98 CD:07/23/98 DOM:205 SO:SIBC09 CONV OP\$ 139,900 SP\$ 137,900
 C613804 E15CC 282 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 139,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS
 OR 75N L RT 73 R 741 R ELMWOOD



	DIM	LEV		DIM	LEV
Ent:			Mbd:	15x15	1
Liv:	12x17	1	Bd2:	12x10	2
Din:	12x10	1	Bd3:	13x11	2
Kit:	11x 9	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	P	1
Rec:			Bath #3	F	2
Lau:			Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :2 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :NA	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Id:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	Lev Condo:
Cool:Cen Air	Ease:Of Rec	Occ :At Close	HOA Fee \$ 122
TaxID:NEW		Tran:	Auction :N
Oth TaxID:			
Spec Fin :N			

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM "AUGUSTA" 2 STORY UNIT BRIGHT & OPEN
 2 STORY FIRST FLOOR MASTER 2ND BED PLUS LOFT AREA. VIEW OF GOLF COURSE.

-----FEATURES-----

Liv :WW Carpet	Liv :Fireplace	Din :WW Carpet	Kit :Eat-In
Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet	Mbed:Bath Adjoins
Mbed:Walkin Clset	Bath:Shower	Bath:Tub	Bath:Ceramic Tile
Ins :6 Panel Drs	Ins :French Doors	Ins :Loft	Outs:Patio
Outs:Pool Ingrnd	Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt
View:Golf Course	Appl:Oven/Range	Appl:Dishwasher	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping
HOA :Snow Removal	:	:	:

Call Listing Office/Appt Ctr

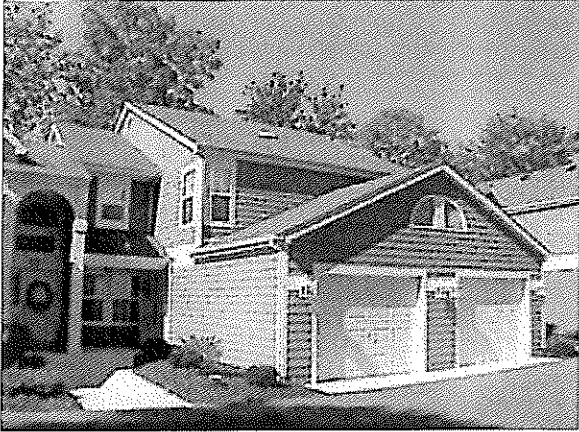
Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H803 585	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09	Ph:(513) 932-6334	
Agent:CINDY HEITMAN			File:430626	Ph:(513) 573-1857	

-- All information is believed accurate but NOT guaranteed --

CANCEL 11/19/99 CD: DOM:712 SO: OP\$ 124,900 SP\$
 C613479 E15CC 298 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 112,400
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS

--- --- ---
 5 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	13x16	1
Liv:	15x16	1	Bd2:	11x13	1
Din:	11x10	1	Bd3:		
Kit:	12x15	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3		
Lau:		1	Bath #4		

Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :n/a	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Id:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 106
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM "GREENBRIAR" LOWER LEVEL-GREAT ROOM W/
 EAT IN KITCHEN, 2 BDRM/2BATH. OVERLOOKS GOLF COURSE, WOODED & VERY PRIVATE

-----FEATURES-----

Liv :WW Carpet	Liv :Great Room	Liv :Fireplace	Liv :Walkout
Kit :Vinyl Floor	Kit :Eat-In	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Bath:Ceramic Tile	Ins :6 Panel Drs	Outs:Patio
Outs:Pool Ingrnd	Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt
View:Golf Course	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Pool	HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues
HOA :Landscaping	HOA :Snow Removal	:	:

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H904 469	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09		Ph:(513) 932-6334
Agent:CINDY HEITMAN			File:430626		Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

ACT CD: DOM: SO: OP\$ SP\$
 C697392 E15CC 298 ELMWOOD DR UN#298 Subu:SPRINGBORO LP\$ 116,000
 City:SPRINGBORO Cnty:WARREN State:OH
 Ad:OVERLOOK Twp :CLEARCREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 PAST HEATHERWOOD GOLF COURSE TO
 LEFT ON ELMWOOD DR

5 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	16x13	1
Liv:	15x16	1	Bd2:	13x11	1
Din:	11x10	1	Bd3:		
Kit:	15x12	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :3	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att,Front	Year:1997	Elem:SPRINGBORO
Arc :Tradtnal	Prkg:Offstrt	New :N Existing Str	JHS :SPRINGBORO
Con :Wood	Fpl :1 Gas,Marble	Lot :condo	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:815	PEle:CHOICE
Ad:Alum,Dbl Hung*	Sew :Public	TxRate:OFREC	PHig:CHOICE
Heat:Elec,ForcAir	Zone:Res	Asmt:OFREC	Lev Condo: 1
Cool:Cen Air	Ease:Of Rec	Occ :Negotiab	HOA Fee \$ 106
TaxID:04134760380		Tran:	Auction :N
Oth TaxID:			
Spec Fin :N			

-----REMARKS-----

A LOVELY CONDO W/2 BEDROOMS, FORMAL DINING AND EAT-IN KITCHEN. LIVING RM HAS WALKOUT TO PATIO THAT OVERLOOKS HEATHERWOODE GOLF COURSE. POOL & CLUB HOUSE, VERY QUIET AND PRIVATE

-----FEATURES-----

Wind:Storm	Ent :Ceramic Tile	Liv :WW Carpet	Liv :Fireplace
Liv :Walkout	Din :WW Carpet	Din :Chandelier	Kit :Vinyl Floor
Kit :Eat-In	Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet
Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Dbl Vanity	Bath:Tub
Bath:Ceramic Tile	Ins :French Doors	Outs:Patio	Outs:Pool Ingrnd
Outs:Wooded Lot	Misc:Cable TV	Misc:Smoke Alarm	View:Lake/Pond
View:Woods	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Assn Dues	HOA :Prof Mgmt	HOA :Landscaping	HOA :Snow Removal

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:E214 185	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --



\$139,900

165269

Area Level

212 1ST

Rooms	Beds	Baths	Lavs	
5	3	2	1	
Level:	1	2	3	L
Baths:	1	1	0	0
Lavs:

Information Not Warranted

200 ELMWOOD

PID:	Subdivision:	OVERLOOKE	Pro Type:	CON
Leg: OVERLOOKE @ HEATHERWOODE	SA:	.	Status:	A
Cty: SPRINGBORO	45066	BB: 3.0 D	LDate:	
Frm: Coldwell Banker Heritage	937-4357759	3382	EDate:	
Agt: KRISTIN HOCH	ER	- Rooms -	Office ID:	HRTG03
Kristin Hoch		Et:	Cnty:	WARREN
Yrb: 2000	Cond: N	Fin:	Cnty Code:	O
Occ: ATC	Ln: .	Asm Pos: N	Yrs: .	Lender:
Con: BRI	In: 0.000%	Bal: 0	Dn: .	Rms: ENT
Lot: CONDO	Fin: CON	Kt: 10X10	1	Cond:
HoA: 142	Het: GAS	Br: 08X06	1	Acres:
Sem: NOT ASSESSED	Col: CEN	Fr: .	Age:	0-1Y
Asm: .	Utl: CIT/SAN	B1: 14X12	1	Photo:
Zon: RES	Ins: NWC/SEC	B2: 11X11	1	Out: CAB
Gar: 2CA	App: RAN/DIS	B3: .	2Ap: GAR	DOM:
Bas: .	Typ: .	B4: .	Ut: X	SDate:
Fpl: ONE/GAS	Inc: .	Rc: .	STerms:	
Ele: SPRINGBORO	Prie: CHOICE	Gr: 24X14	1	SBrkr:
Jun: SPRINGBORO	Prih: CHOICE	St: 11X10	1	SPrice:
Hig: SPRINGBORO	Bus: NONE	Xr: .	First Volume:	N051
E2625 MAINTENANCE FREE CONDO ON A DEAD END STREET & BACKS UP TO HEATHERWOODE GOLF COURSE. 2 BDRMS, + STUDY, VAULTS, GAS FPL & MORE. HARD TO RIND RANCH W/ATT GAR.			First Page:	294
Dir: SOUTH 741 THRU SPRINGBORO TO RIGHT ON ELMWOOD			Current Vol:	C103
			Page:	834
			Prev \$:	
			DB?:	N



\$109,900

164874

Area Level

212 2ST

Rooms	Beds	Baths	Lavs	
6	3	2	1	
Level:	1	2	3	L
Baths:	0	2	0	0
Lavs:	1	0	0	0

Information Not Warranted

309 ELMWOOD

PID:		Subdivision:	OVERLOOK	Pro Type:	CON
Leg:	OVERLOOK		SA:	Status:	A
Cty:	SPRINGBORO	45066	BB: 3.0 D	LDate:	
Frm:	Coldwell Banker Heritage	937-4357759	3382	EDate:	
Agt:	KRISTIN HOCH		ER	Office ID:	HRTG03
	Kristin Hoch		- Rooms -	Cnty:	WARREN
			Et:	Cnty Code:	O
Yrb:	1994	Cond: N	Fin:	Asm Pos: N	Yrs: .
Occ:	ATC	Ln: .	Pmt: \$0		
Con:	FRA	In:	0.000% Bal: 0	Lv: 18X14	1 Lender: .
Lot:	CONDO	Fin:	CON	Dn: 12X10	1 Rms: DIN
Hoa:	115	Het:	ELE/HEA	Kt: 10X10	1 Cond: HOA
Sem:	526	Col:	CEN	Br: X	. Acres:
Asm:	NOR	Utl:	CIT/SAN	Fr:	. Age: 6-10Y
Zon:	RES	Ins:		B1: 14X14	2 Photo:
Gar:	1CA/STO	App:	RAN/MIC/DIS	B2: 12X11	2 Out:
Bas:		Typ:	TOW	B3: 11X10	2 2Ap:
Fpl:		Inc:	SWI	B4:	. DOM:
Ele:	SPRINGBORO	Pri:	CHOICE	Ut: X	. SDate:
Jun:	SPRINGBORO	Prih:	CHOICE	Rc:	. STerms:
Hig:	SPRINGBORO	Bus:	.	Gr:	. SBrkr:
				St:	. SPrice:
				Xr:	. First Volume: C050
E307S TOWNHOUSE CONDO IN COMPLEX ADJACENT TO HEATHERWOODE GOLF COURSE. ROOMY 3 BDRM+ 2.5 BATHS. .				First Page:	308
Dir: SOUTH ON 741 THRU SPRINGBORO, TO RIGHT ON ELMWOOD. .				Current Vol:	C103
				Page:	834
				Prev \$:	
				DB?:	N



\$129,900

165267

Area Level

212 1ST

Rooms	Beds	Baths	Lavs	
5	3	2	0	
Level:	1	2	3	L
Baths:	1	1	0	0
Lavs:	0	0	0	0

Information Not Warranted

120 ELMWOOD

PID:	Subdivision:	OVERLOOKE	Pro Type:	CON
Leg: OVERLOOKE @ HEATHERWOOD	SA:	.	Status:	A
Cty: SPRINGBORO	45066	BB: 3.0 D	LDate:	
Frm: Coldwell Banker Heritage	937-4357759	3382	EDate:	
Agt: KRISTIN HOCH	ER	- Rooms -	Office ID:	HRTG03
Kristin Hoch		Et:	Cnty:	WARREN
Yrb: 1999	Cond: N	Fin:	Cnty Code:	O
Occ: ATC	Ln: .	Asm Pos: N	Yrs: .	Lender:
Con: BRI/VIN	In: 0.000%	Bal: 0	Lv: .	Rms: ENT
Lot: CONDO	Fin: CON	Kt: 10X10	Dn: .	1 Cond:
Hoa: 142	Het: GAS	Br: 08X06	Fr: .	1 Acres:
Sem: NOT ASSESSED	Col: CEN	B1: 14X12	B2: 11X11	1 Age: 0-1Y
Asm: .	Utl: CIT/SAN	B3: .	B4: .	1 Photo:
Zon: RES	Ins: NWC/SEC	B4: .	Ut: X	1 Out: CAB
Gar: 2CA	App: RAN/DIS	Gr: 24X14	Rc: .	1 2Ap: GAR
Bas: .	Typ: ATT	St: 11X10	Ut: X	1 DOM:
Fpl: ONE/GAS	Inc: SWI	Xr: .	Gr: 24X14	1 SDate:
Ele: SPRINGBORO	Prie: CHOICE	St: 11X10	St: 11X10	1 STerms:
Jun: SPRINGBORO	Prih: CHOICE	Bus: NONE	Xr: .	1 SBrkr:
Hig: SPRINGBORO	Bus: NONE			1 SPrice:

E260S MAINTENANCE FREE CONDO'S ON A DEAD END STREET & BACKING UP TO HEATHERWOODE GOLF COURSE. FEATURES 2 BDRMS + STUDY, VAULTS, GAS FPL & MORE. HARD TO FIND RANCH.

Dir: SOUTH 741 THRU SPRINGBORO TO RIGHT ON ELMWOOD TO OVERLOOKE CONDO'S

First Volume:	N051
First Page:	294
Current Vol:	C103
Page:	834
Prev \$:	
DB?:	N



\$138,900

165268

Area Level

212 1ST

Rooms	Beds	Baths	Lavs	
5	3	2	0	
Level:	1	2	3	L
Baths:	1	1	0	0
Lavs:	0	0	0	0

Information Not Warranted

190 ELMWOOD

PID:		Subdivision:	OVERLOOKE	Pro Type:	CON
Leg:	OVERLOOKE AT HEATHERWOODE	SA:	.	Status:	A
Cty:	SPRINGBORO	45066	BB: 3.0 D	LDate:	
Frm:	Coldwell Banker Heritage	937-4357759	3382	EDate:	
Agt:	KRISTIN HOCH		ER	Office ID:	HRTG03
	Kristin Hoch		- Rooms -	Cnty:	WARREN
Yrb:	2000	Cond:	N	Et:	.
Occ:	ATC	Fin:	Asm Pos: N	Lv:	.
Con:	BRI	Ln:	Pmt: \$0	Dn:	.
Lot:	CONDO	In:	0.000% Bal: 0	Kt:	10X10 1
Ho:	142	Fin:	CON	Br:	08X06 1
Sem:	NOT ASSESSED	Het:	GAS	Fr:	.
Asm:	NOR	Col:	CEN	B1:	14X12 1
Zon:	RES	Utl:	220/SAN	B2:	11X11 1
Gar:	2CA	Ins:	NWC/SEC	B3:	.
Bas:		App:	RAN/DIS	B4:	.
Fpl:	ONE/GAS	Typ:		Ut:	X
Ele:	SPRINGBORO	Inc:		Rc:	.
Jun:	SPRINGBORO	Pri:	CHOICE	Gr:	24X14 1
Hig:	SPRINGBORO	Prih:	CHOICE	St:	11X10 1
		Bus:	NONE	Xr:	.
E261S MAINTENANCE FREE CONDO ON A DEAD END ST. & BACKS UP TO GOLF COURSE. FEATURES 2 BDRMS + STUDY, VAULTS, GAS FPL & MORE. HARD TO FIND RANCH W/ATT. GARAGE.				First Volume:	N051
Dir: SOUTH 741 THRU SPRINGBORO TO RIGHT ON ELMWOOD				First Page:	294
				Current Vol:	C103
				Page:	834
				Prev \$:	
				DB?:	N

No Photo Available

\$116,000

145613

Area Level

215 1ST

Rooms	Beds	Baths	Lavs	
5	2	2	0	
Level:	1	2	3	L
Baths:	2	0	0	0
Lavs:	0	0	0	0

Information Not Warranted

298 ELMWOOD DR

PID:	Subdivision:	OVERLOOK CON	Pro Type:	CON
Leg: -	SA:	3	Status:	A
Cty: SPRINGBORO	45068	BB: 3	LDate:	03/01/00
Frm: Sibcy Cline Inc.-Lebanon	513-9326334	6602	EDate:	03/01/01
Agt: CINDY HEITMAN	513-932-6334	ER	Office ID:	SIBC03
Cindy Heitman		- Rooms -	Cnty:	WARREN
Yrb: 1997	Cond: Y	Fin:	Et:	0
Occ: TEN	Ln:	Asm Pos: N	Yrs:	0
Con: WOO/SHI	In:	Pmt:	Lv: 16X15	1
Lot: -	Fin: CON/FHA/VA	Bal:	Dn: 11X10	1
Ho: 106	Het: ELE/HEA	In: 15X12	Kt: 15X12	1
Sem: 813	Col: CEN	Br: 0X0	Fr: 0	0
Asm: -	Utl: 220/CIT/SAN	B1: 16X13	Age: 1-5Y	1
Zon: RES	Ins: ELE/RUG/SMO	B2: 13X11	Photo:	
Gar: 1CA/ATT	App: RAN/COO/DIS	B3: 0	Out: STO/PAT/CAB/ING	
Bas:	Typ: ATT	B4: 0	2Ap: GAR	
Fpl: ONE/WOO	Inc: HAZ/SWI	Ut: 0X0	DOM:	
Ele: SPRINGBORO	Pri: CHOICE	Rc: 0	SDate:	
Jun: SPRINGBORO	Prih: CHOICE	Gr: 0	STerms:	
Hig: SPRINGBORO	Bus: -	St: 0	SBrkr:	
		Xr: 0	SPrice:	
INTERIOR PHOTOS WWW.SIBCYCLINE.COM LOVELY CONDO THAT OVERLOOKS HEATHERWOODE GOLF COURSE. LARGE LIVING ROOM W/ WBFP, FORMAL DINING RM AND EAT IN KITCHEN. VERY PRIVATE.			First Volume:	N011
Dir: SOUTH ST RT 741 THRU HISTORIC SPRINGBORO TO RIGHT ON ELMWOOD DR TO 298 ELMWOOD			First Page:	315
			Current Vol:	C052
			Page:	838
			Prev \$:	
			DB?:	N

\$89,900

158890

Area Level

212 1ST

No Photo Available

Rooms	Beds	Baths	Lavs		
5	2	2	0		
Level:	1	2	3		L
Baths:	2	2	0		0
Lavs:	0	0	0		0

Information Not Warranted

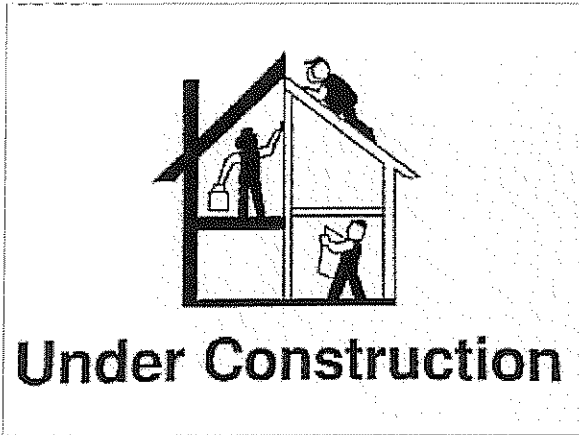
317 ELMWOOD DR

PID:	Subdivision:	OVERLOOK	Pro Type:	CON
Leg: 04-13-476-027	SA:	3	Status:	A
Cty: SPRINGBORO	45066	BB: 3	LDate:	08/25/00
Frm: Sibcy Cline Inc.-Lebanon	513-9326334	6602	EDate:	02/19/01
Agt: CINDY HEITMAN	513-932-6334	ER	Office ID:	SIBC03
Cindy Heitman			Cnty:	WARREN
Yrb: 1994	Fin:	Asm Pos: N	Et: 6X6	2 Cnty Code: O
Cond: Y	Ln:	Pmt:	Lv: 14X14	2 Lender:
Occ: NEG			Dn: 10X14	2 Rms: DIN/ENT/GRE
Con: BRI/WOO	In:	Bal:	Kt: 10X10	2 Cond: LIS
Lot: -	Fin: CON/VA		Br: 0X0	0 Acres:
Hoa: 108.00	Het: ELE/FOR/HEA		Fr: 0	Age: 6-10Y
Sem: 1131.00	Col: CEN		B1: 12X13	2 Photo:
Asm: -	Utl: 220/CIT/SAN		B2: 10X11	2 Out: STO/DEC/CAB/ING
Zon: RES	Ins: ELE/RUG/SMO		B3: 0	2Ap: GAR
Gar: 1CA/DET/OPE	App: RAN/WAT/DIS		B4: 0	DOM:
Bas:	Typ:		Ut: 0X0	0 SDate:
Fpl:	Inc: HAZ/SWI/PAR		Rc: 0	STerms:
Ele: SPRINGBORO	Prie: CHOICE		Gr: 0	SBrkr:
Jun: SPRINGBORO	Prih: CHOICE		St: 0	SPrice:
Hig: SPRINGBORO	Bus: NONE		Xr: 0	First Volume: C036
GREAT 2BED/2BATH CONDO. SMALL, QUIET COMMUNITY. CLOSE TO INTERSTATE, SCHOOLS AND SHOPPING			First Page:	330
Dir: NORTH ST RT 741, LEFT ON ELMWOOD TO 317 -			Current Vol:	C048
			Page:	921
			Prev \$:	
			DB?:	N

CANCEL 11/19/99 CD: DOM:712 SO: OP\$ 119,900 SP\$
 C613805 E15CC 310 ELMWOOD DR UN#9 Subu:SPRINGBORO LP\$ 119,900
 City:SPRINGBORO Cnty:WARREN State:OH
 L Bd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD TO SIGNS

--- --- ---
 5 2 2-0



	DIM	LEV		DIM	LEV
Ent:		1	Mbd:	12x14	2
Liv:			Bd2:	11x10	2
Din:	13x10	1	Bd3:		
Kit:	11x11	1	Bd4:		
Bkr:			Bd5:		
Fam:	18x12	1	Bath #1	F	2
Stu:			Bath #2	F	2
Rec:			Bath #3	P	1
Lau:		2	Bath #4		
Family Rm	:Y		Bedrm Lev1	:N	
Formal Din	:Y		Bathrm Lev1	:Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :2 Story	Gar : 1 Att,Front	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y Existing Str	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :NA	Mid :SPRINGBORO
Fnd :Poured	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Wd:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 10
TaxID:NEW		Tran:	HOA Fee \$ 6
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM "BROADMOOR" ONLY ONE LEFT OF THIS MODEL!
 FAMILY ROOM WITH WALKOUT, 2 LARGE BEDROOMS, GOLF COURSE VIEW. VERY PRIVATE.
 HURRY, THIS ONE WON'T LAST LONG!

-----FEATURES-----

Ent :WW Carpet	Ent :Open Foyer	Liv :WW Carpet	Liv :Great Room
Liv :Fireplace	Liv :Walkout	Din :WW Carpet	Kit :Vinyl Floor
Kit :Eat-In	Kit :Pantry	Kit :Wood Cab	Fam :Fireplace
Fam :Walkout	Fam :French Doors	Mbed:WW Carpet	Mbed:Bath Adjoins
Bath:Shower	Bath:Tub	Bath:Ceramic Tile	Ins :6 Panel Drs
Ins :French Doors	Outs:Patio	Outs:Pool Ingrnd	Misc:Smoke Alarm
Misc:220 Volt	View:Golf Course	View:Woods	Appl:Oven/Range
Appl:Dishwasher	Appl:Garbage Disp	HOA :Trash	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping
HOA :Snow Removal	:	:	:

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H904 469	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09	Ph:(513) 932-6334	
Agent:CINDY HEITMAN			File:430626	Ph:(513) 573-1857	

-- All information is believed accurate but NOT guaranteed --

CANCEL 11/17/00 CD: DOM: 93 SO: OP\$ 124,900 SP\$
 C717487 E15CC 309 ELMWOOD DR UN# Subu: CLEARCREEK TWP LP\$ 124,900
 City: SPRINGBORO Cnty: WARREN State: OH
 Subd: OVERLOOK Twp : CLEARCREEK Zip: 45044 Rms Bed Bth LO: CENP01

 ST RT 741 SOUTH OF 73 TO WEST ON ELMWOOD 6 3 2-1



DIM		LEV	DIM		LEV
Ent:	10x 6	1	Mbd:	14x14	2
Liv:	18x14	1	Bd2:	12x11	2
Din:	12x10	1	Bd3:	11x10	2
Kit:	10x10	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	2
Stu:			Bath #2	F	2
Rec:			Bath #3	P	1
Lau:	10x 8	1	Bath #4		
-----			-----		
Family Rm :N			Bedrm Lev1:N		
Formal Din:Y			Bathrm Lev1:Y		

Type:Townhouse	Bsmt:None	Age :6	Dist:SPRINGBORO
Lev :2 Story	Gar : 1 None	Year:1994	Elem:SPRINGBORO
Arc :N/A	Prkg:None	New :N Existing Str	JHS :SPRINGBORO
Con :Brick	Fpl :0 None	Lot :condo	Mid :SPRINGBORO
Fnd :Poured	Gas :Natural	Acre: .00	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:526	PEle:CHOICE
Id:Other	Sew :Public	TxRate:NA	PHig:CHOICE
Heat:Gas	Zone:Res	Asmt:NOR	-----
Cool:Cen Air	Ease:Of Rec	Occ :Negotiab	Lev Condo:
TaxID:04134760280		Tran:	HOA Fee \$ 112
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----
 NICE CONDO BY HEATHERWOOD GOLF COURSE. 3 BEDROOM 2.5 BATHS. 1.5 CAR GARAGE WITH OPENER. ALL APPLIANCES STAY, BERBER CARPET, FORMAL DINING ROOM.

-----FEATURES-----
 Outs:Patio Lot :Less Than .5 Misc:GarDoor Opnr Misc:Cable TV
 Misc:Water Softnr Misc:HomeWarranty View:Golf Course Appl:Oven/Range
 Appl:Dishwasher Appl:Microwave Appl:Garbage Disp :

Call Listing Office/Appt Ctr
 Type:ER Sub:. Buy:3% Tran:NA Vol: Occ/Own:OWNER
 Firm:RE/MAX CENTRAL PROPERTIES LO:CENP01 Ph:(513) 743-2350
 Agent:JOHN D. EVANS File:325908 Ph:(513) 743-2350

-- All information is believed accurate but NOT guaranteed --

SOLD 12/18/98 CD:12/01/99 DOM:145 SO:SIBC09 CONV OP\$ 132,900 SP\$ 125,500
 C638998 E15CC 320 ELMWOOD DR UN#320 Subu:SPRINGBORO LP\$ 125,400
 City:SPRINGBORO Cnty:WARREN State:OH
 Ad:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

N741 LEFT ON ELMWOOD DR INTO OVERLOOK
 CONDO'S TO 320 ELMWOOD

 6 3 2-1



DIM	LEV	DIM	LEV
Ent:		Mbd: 15x15	1
Liv: 12x17	1	Bd2: 12x10	2
Din: 12x10	1	Bd3: 13x11	2
Kit: 11x 9	1	Bd4:	
Bkr:		Bd5:	
Fam:		Bath #1	F 1
Stu:		Bath #2	F 2
Rec:		Bath #3	P 1
Lau:		Bath #4	

Family Rm :N		Bedrm Lev1:Y	
Formal Din:Y		Bathrm Lev1:Y	

Type:Townhouse	Bsmt:None	Age :2	Dist:SPRINGBORO
Lev :2 Story	Gar : 2 Att,Front	Year:1996	Elem:SPRINGBORO
Arc :Tradtnal	Prkg:Offstrt	New :N UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:813	PEle:CHOICE
Ad:Alum,Dbl Hung	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :60 Days	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 122

Spec Fin :Y POSSIBLE LEASE/PURCHASE. CALL AGENT FOR DETAILS Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM

-----FEATURES-----

Ent :Open Foyer	Liv :WW Carpet	Liv :Fireplace	Liv :Walkout
Din :WW Carpet	Din :Chandelier	Din :French Doors	Din :Walkout
Kit :Vinyl Floor	Kit :Eat-In	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Dbl Vanity
Bath:Shower	Bath:Tub	Bath:Ceramic Tile	Ins :6 Panel Drs
Ins :French Doors	Ins :Loft	Ins :Cathed Ceili	Outs:Patio
Misc:Ceiling Fan	Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt
View:Golf Course	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Haz Ins	HOA :Landscaping
HOA :Snow Removal	:	:	:

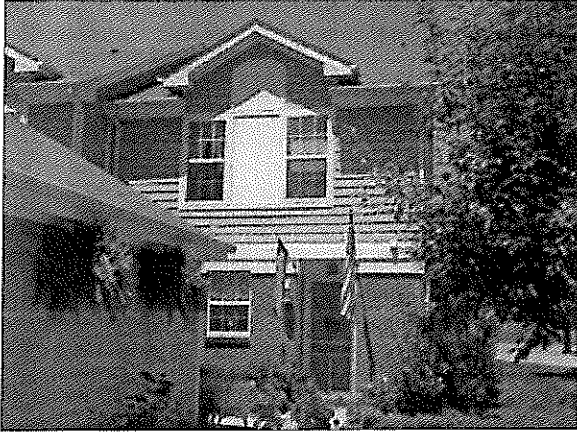
Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H904 470	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

EXPIRE 08/08/00 CD: DOM:523 SO: OP\$ 129,900 SP\$
 C660283 E15CC 333 ELMWOOD DR UN#1 Subu:SPRINGBORO LP\$ 124,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Ad:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

 N741 LEFT ON ELMWOOD INTO CONDO TO 333
 ELMWOOD 6 3 2-1



	DIM	LEV		DIM	LEV
Ent:	9x 4	1	Mbd:	18x11	2
Liv:	21x12	1	Bd2:	14x10	2
Din:	13x10	1	Bd3:	10x10	2
Kit:	10x 8	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	2
Stu:			Bath #2	F	2
Rec:			Bath #3	P	1
Lau:	10x 5	1	Bath #4		
-----			-----		
Family Rm	:N		Bedrm	Levl:N	
Formal Din	:Y		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :5	Dist:SPRINGBORO
Lev :2 Story	Gar : 1 Det,Front	Year:1995	Elem:SPRINGBORO
Arc :Tradtnal	Prkg:Onstrt	New :N Existing Str	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Marble	Lot :condo	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:818	PEle:CHOICE
Ad:Alum,Insul,Db*	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,ForcAir	Zone:Res	Asmt:NONE	-----
Cool:Cen Air	Ease:Of Rec	Occ :Negotiab	Lev Condo: 2
TaxID:04134760220		Tran:	HOA Fee \$ 106
Oth TaxID:			
Spec Fin :Y LEASE PURCHASE, CALL AGENT FOR DETAILS			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM LOVELY CONDO THAT WAS A FORMER MODEL. LIVING ROOM FEATURES FIREPLACE SURROUNDED BY BOOKCASES & WALKOUT. 3 NICE BDRMS AND 2.5 BATHS. VERY WELL CARED FOR HOME. A NON-SMOKING HOME.

-----FEATURES-----

Wind:Double Hung	Ent :Ceramic Tile	Liv :WW Carpet	Liv :Fireplace
Liv :Bookcase	Liv :Window Treat	Liv :Walkout	Din :WW Carpet
Din :Chandelier	Kit :Hardwood Flr	Kit :Wood Cab	Mbed:WW Carpet
Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower	Bath:Tub
Ins :6 Panel Drs	Outs:Patio	Outs:Privacy Fenc	Misc:Ceiling Fan
Misc:GarDoor Opnr	Misc:Cable TV	Misc:Smoke Alarm	Misc:Security Sys
Misc:220 Volt	View:Golf Course	Appl:Oven/Range	Appl:Dishwasher
Appl:Microwave	Appl:Garbage Disp	HOA :Maintenance	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Prof Mgmt
HOA :Landscaping	HOA :Snow Removal	:	:

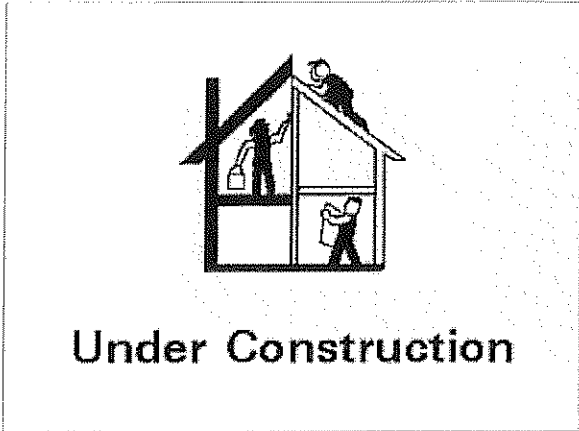
Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:E214 185	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

SOLD 03/11/99 CD:07/19/00 DOM:225 SO:SIBC09 CONV OP\$ 135,900 SP\$ 141,400
 C639221 E15CC 6 ELMWOOD #B UN#B Subu:SPRINGBORO LP\$ 135,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Ad:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 RIGHT ON ELMWOOD INTO OVERLOOK
 CONDOMINIUMS AT HEATHERWOOD



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x12	1
Liv:	14x14	1	Bd2:	11x11	1
Din:	10x14	1	Bd3:		
Kit:	10x10	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:	11x10	1	Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:N		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :TBB	Dist:SPRINGBORO
Lev :1 Story	Gar : 2 Att,Front	Year:1998	Elem:SPRINGBORO
Arc :Ranch	Prkg:Offstrt,Drivew*	New :Y To Be Built	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Gas	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Ad:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,ForcAir	Zone:Res	Asmt:NA	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 1
TaxID:NEW		Tran:NONE	HOA Fee \$
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM OVERLOOK CONDOMINIUMS AT HEATHERWOOD
 PHASE 3. ATTACHED PATIO HOMES. GREAT VIEW. CHOOSE YOUR SITE FOR THE
 "RAINTREE" MODEL.

-----FEATURES-----

Ent :Closet	Liv :WW Carpet	Liv :Fireplace	Liv :Walkout
Din :WW Carpet	Din :Chandelier	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Ins :6 Panel Drs	Ins :Cathed Ceili	Outs:Patio
Outs:Wooded Lot	Misc:Cable TV	Misc:Smoke Alarm	View:Golf Course
View:Woods	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Landscaping	HOA :Snow Removal	:	:

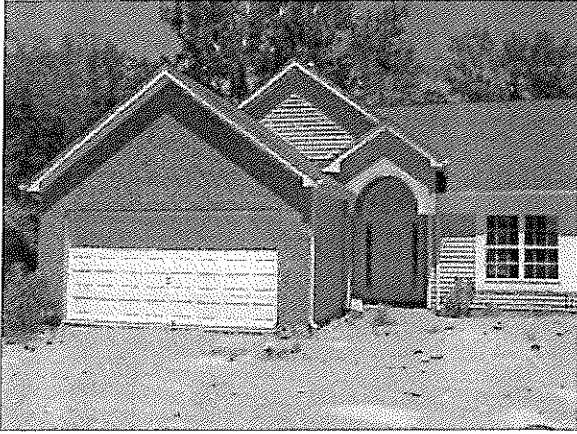
Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:E910 432	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --
 -- This information has NOT been verified by the MLS. --

EXPIRE 07/29/99 CD: DOM:361 SO: OP\$ 134,900 SP\$
 C639837 E15CC 7 ELMWOOD DR UN#A Subu:SPRINGBORO LP\$ 135,540
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 RIGHT ON ELMWOOD INTO OVERLOOK
 CONDOMINIUMS AT HEATHERWOOD



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x12	1
Liv:	14x14	1	Bd2:	11x11	1
Din:	10x14	1	Bd3:		
Kit:	10x10	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:	11x10	1	Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:N		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :TBB	Dist:SPRINGBORO
Lev :1 Story	Gar : 2 Att,Front	Year:1998	Elem:SPRINGBORO
Arc :Ranch	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Gas	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Subd:Vinyl	Sew :Public	TxRate:OF REC	PHig:CHOICE
heat:Gas	Zone:Res	Asmt:NA	Lev Condo: 1
Cool:Cen Air	Ease:Of Rec	Occ :At Close	HOA Fee \$
TaxID:NEW		Tran:NONE	
Oth TaxID:			Auction :N
Spec Fin :N			

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM OVERLOOK CONDOMINIUMS AT HEATHERWOOD
 PHASE 3 ATTACHED PATIO HOMES. GREAT VIEW. CHOOSE YOUR SITE FOR THE
 RAINTREE MODEL

-----FEATURES-----

Ent :Closet	Liv :WW Carpet	Liv :Fireplace	Liv :Walkout
Din :WW Carpet	Din :Chandelier	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Ins :6 Panel Drs	Ins :Cathed Ceili	Outs:Patio
Outs:Wooded Lot	Misc:Cable TV	Misc:Smoke Alarm	View:Golf Course
View:Woods	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Landscaping	HOA :Snow Removal	:	:

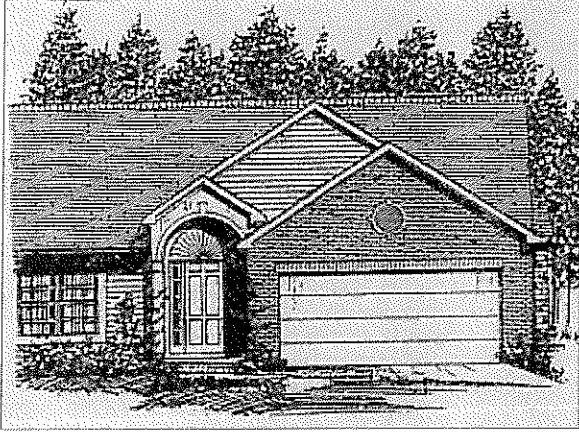
Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H903 553	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

EXPIRE 07/29/99 CD: DOM:361 SO: OP\$ 132,900 SP\$
 C639835 E15CC 8 ELMWOOD DR UN#A Subu:SPRINGBORO LP\$ 133,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Ad:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 RIGHT ON ELMWOOD INTO OVERLOOK
 CONDOMINIUMS AT HEATHERWOOD



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x12	1
Liv:	14x14	1	Bd2:	11x11	1
Din:	10x14	1	Bd3:		
Kit:	10x10	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:	11x10	1	Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		
Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:N		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :TBB	Dist:SPRINGBORO
Lev :1 Story	Gar : 2 Att,Front	Year:1998	Elem:SPRINGBORO
Arc :Ranch	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Gas	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Ad:Vinyl	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Gas	Zone:Res	Asmt:NA	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 1
TaxID:NEW		Tran:NONE	HOA Fee \$
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM OVERLOOK CONDOMINIUMS AT HEATHERWOOD
 PHASE 3 ATTACHED PATIO HOMES. GREAT VIEW. CHOOSE YOUR SITE FOR THE
 GREENBRIAR MODEL

-----FEATURES-----

Ent :Closet	Liv :WW Carpet	Liv :Fireplace	Liv :Walkout
Din :WW Carpet	Din :Chandelier	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Ins :6 Panel Drs	Ins :Cathed Ceili	Outs:Patio
Outs:Wooded Lot	Misc:Cable TV	Misc:Smoke Alarm	View:Golf Course
View:Woods	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Landscaping	HOA :Snow Removal	:	:

Call Listing Office/Appt Ctr

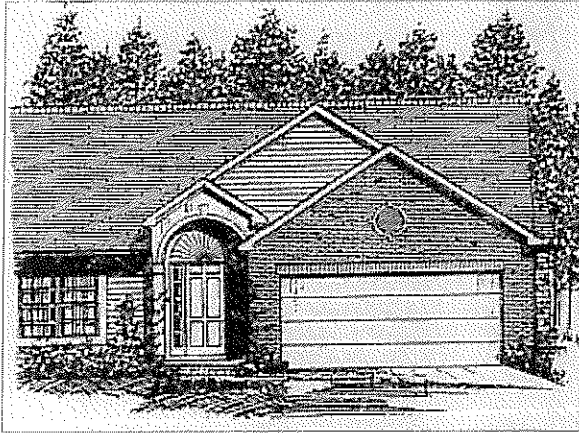
Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H903 553	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --
 -- This information has NOT been verified by the MLS. --

EXPIRE 07/29/99 CD: DOM:361 SO: OP\$ 132,900 SP\$
 C639834 E15CC 9 ELMWOOD DR UN#B Subu:SPRINGBORO LP\$ 132,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 RIGHT ON ELMWOOD INTO OVERLOOK
 CONDOMINIUMS AT HEATHERWOOD

 6 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x12	1
Liv:	14x14	1	Bd2:	11x11	1
Din:	10x14	1	Bd3:		
Kit:	10x10	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:	11x10	1	Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		

 Family Rm :N Bedrm Lev1:Y
 Formal Din:N Bathrm Lev1:Y

Type:Attached	Bsmt:None	Age :TBB	Dist:SPRINGBORO
Lev :1 Story	Gar : 2 Att,Front	Year:1998	Elem:SPRINGBORO
Arc :Ranch	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Gas	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Wd:Vinyl	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Gas	Zone:Res	Asmt:NA	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 1
TaxID:NEW		Tran:NONE	HOA Fee \$
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM OVERLOOK CONDOMINIUMS AT HEATHERWOOD
 PHASE 3 ATTACHED PATIO HOMES. GREAT VIEW. CHOOSE YOUR SITE FOR THE
 GREENBRIAR MODEL

-----FEATURES-----

Ent :Closet	Liv :WW Carpet	Liv :Fireplace	Liv :Walkout
Din :WW Carpet	Din :Chandelier	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Ins :6 Panel Drs	Ins :Cathed Ceili	Outs:Patio
Outs:Wooded Lot	Misc:Cable TV	Misc:Smoke Alarm	View:Golf Course
View:Woods	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Landscaping	HOA :Snow Removal	:	:

Call Listing Office/Appt Ctr

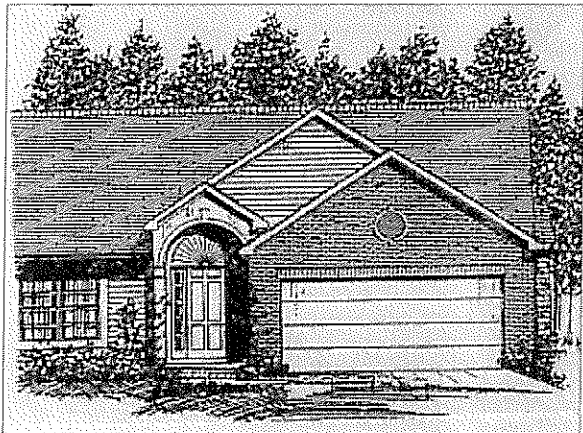
Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H903 553	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09		Ph:(513) 932-6334
Agent:CINDY HEITMAN			File:430626		Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --
 -- This information has NOT been verified by the MLS. --

EXPIRE 07/29/99 CD: DOM:361 SO: OP\$ 131,900 SP\$
 C639841 E15CC 10 ELMWOOD DR UN#A Subu:SPRINGBORO LP\$ 131,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 RIGHT ON ELMWOOD INTO OVERLOOK
 CONDOMINIUMS AT HEATHERWOOD

--- --- ---
 6 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x12	1
Liv:	14x14	1	Bd2:	11x11	1
Din:	10x14	1	Bd3:		
Kit:	10x10	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:	11x10	1	Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		

Family Rm :	N		Bedrm	Levl:Y	
Formal Din:	N		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :TBB	Dist:SPRINGBORO
Lev :1 Story	Gar : 2 Att,Front	Year:1998	Elem:SPRINGBORO
Arc :Ranch	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Gas	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Subd:Vinyl	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Gas	Zone:Res	Asmt:NA	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 1
TaxID:NEW		Tran:	HOA Fee \$
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM OVERLOOK CONDOMINIUMS AT HEATHERWOODS
 PHASE 3. ATTACHED PATIO HOMES. GREAT VIEW. CHOOSE YOUR SITE FOR THE
 GREENBRIAR MODEL

-----FEATURES-----

Ent :Closet	Liv :WW Carpet	Din :WW Carpet	Din :Chandelier
Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet	Mbed:Bath Adjoins
Mbed:Walkin Clset	Bath:Shower	Bath:Tub	Ins :6 Panel Drs
Ins :Cathed Ceili	Outs:Patio	Outs:Wooded Lot	Misc:Cable TV
Misc:Smoke Alarm	View:Golf Course	View:Woods	Appl:Oven/Range
Appl:Dishwasher	Appl:Garbage Disp	HOA :Maintenance	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Landscaping	HOA :Snow Removal

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H903 552	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

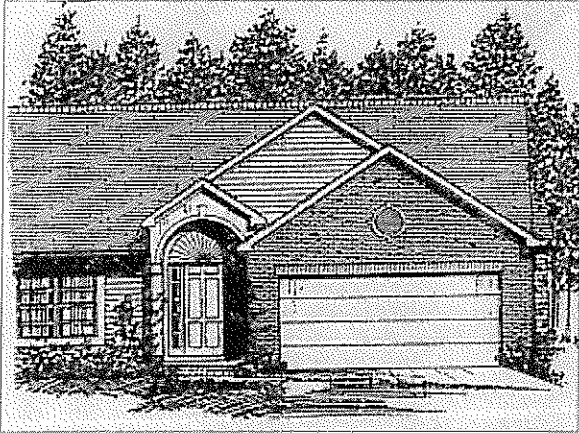
-- All information is believed accurate but NOT guaranteed --

-- This information has NOT been verified by the MLS. --

EXPIRE 07/29/99 CD: DOM:361 SO: OP\$ 130,900 SP\$
 C639845 E15CC 11 ELMWOOD DR UN#B Subu:SPRINGBORO LP\$ 130,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 RIGHT ON ELMWOOD INTO OVERLOOK
 CONDOMINIUMS AT HEATHERWOOD

 6 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x12	1
Liv:	14x14	1	Bd2:	11x11	1
Din:	10x14	1	Bd3:		
Kit:	10x10	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:	11x10	1	Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		

Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:N		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :TBB	Dist:SPRINGBORO
Lev :1 Story	Gar : 2 Att,Front	Year:1998	Elem:SPRINGBORO
Arc :Ranch	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Gas	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Subd:Vinyl	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Gas	Zone:Res	Asmt:NA	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 1
TaxID:NEW		Tran:	HOA Fee \$
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM OVERLOOK CONDOMINIUMS AT HEATHERWOODS
 PHASE 3. ATTACHED PATIO HOMES. GREAT VIEW. CHOOSE YOUR SITE FOR THE
 GREENBRIAR MODEL

-----FEATURES-----

Ent :Closet	Liv :WW Carpet	Din :WW Carpet	Din :Chandelier
Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet	Mbed:Bath Adjoins
Mbed:Walkin Clset	Bath:Shower	Bath:Tub	Ins :6 Panel Drs
Ins :Cathed Ceili	Outs:Patio	Outs:Wooded Lot	Misc:Cable TV
Misc:Smoke Alarm	View:Golf Course	View:Woods	Appl:Oven/Range
Appl:Dishwasher	Appl:Garbage Disp	HOA :Maintenance	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Landscaping	HOA :Snow Removal

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H903 552	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS				LO:SIBC09	Ph:(513) 932-6334
Agent:CINDY HEITMAN				File:430626	Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

-- This information has NOT been verified by the MLS. --

EXPIRE 07/29/99 CD: DOM:365 SO: OP\$ 129,900 SP\$
 C639335 E15CC 12 ELMWOOD DR UN#A Subu:SPRINGBORO LP\$ 130,540
 City:SPRINGBORO Cnty:WARREN State:OH
 Ad:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

NORTH 741 RIGHT ON ELMWOOD INTO OVERLOOK
 CONDOMINIUMS AT HEATHERWOOD

 6 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x12	1
Liv:	14x14	1	Bd2:	11x11	1
Din:	10x14	1	Bd3:		
Kit:	10x10	1	Bd4:		
Bkr:	8x 6	1	Bd5:		
Fam:			Bath #1	F	1
Stu:	11x10	1	Bath #2	F	1
Rec:			Bath #3		
Lau:			Bath #4		

Family Rm	:N		Bedrm	Levl:Y	
Formal Din	:N		Bathrm	Levl:Y	

Type:Attached	Bsmt:None	Age :TBB	Dist:SPRINGBORO
Lev :1 Story	Gar : 2 Att,Front	Year:1998	Elem:SPRINGBORO
Arc :Ranch	Prkg:Offstrt,Drivew*	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Vinyl	Fpl :1 Wood,Gas	Lot :CONDO	Mid :SPRINGBORO
Fnd :Slab	Gas :Natural	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Ad:Vinyl	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Gas	Zone:Res	Asmt:NA	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo: 1
TaxID:NEW		Tran:	HOA Fee \$
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM OVERLOOK CONDOMINIUMS AT HEATHERWOOD
 PHASE 3. ATTACHED PATIO HOMES. GREAT VIEW. CHOOSE YOUR SITE FOR THE
 "GREENBRIAR" MODEL

-----FEATURES-----

Ent :Closet	Liv :WW Carpet	Liv :Fireplace	Liv :Walkout
Din :WW Carpet	Din :Chandelier	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Ins :6 Panel Drs	Ins :Cathed Ceili	Outs:Patio
Outs:Wooded Lot	Misc:Cable TV	Misc:Smoke Alarm	View:Golf Course
View:Woods	Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp
HOA :Maintenance	HOA :Pool	HOA :Clubhouse	HOA :Haz Ins
HOA :Landscaping	HOA :Snow Removal	:	:

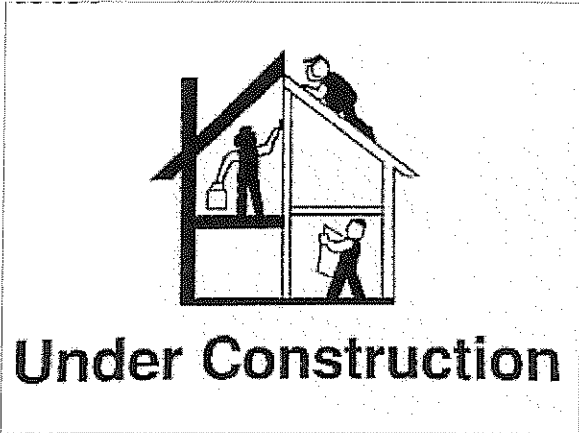
Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H903 552	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09	Ph:(513) 932-6334	
Agent:CINDY HEITMAN			File:430626	Ph:(513) 573-1857	

-- All information is believed accurate but NOT guaranteed --

CANCEL 08/13/98 CD: DOM:249 SO: OP\$ 139,900 SP\$
 C613739 E15CC 230 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 139,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

 741 NORTH LEFTO ON ELMWOOD DR TO SIGNS 6 3 3-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	15x15	1
Liv:	12x17	1	Bd2:	12x10	2
Din:	12x10	1	Bd3:	13x11	2
Kit:	11x 9	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3	F	2
Lau:			Bath #4		
Family Rm :	N		Bedrm Lev1:	Y	
Formal Din:	Y		Bathrm Lev1:	Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :2 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :N/A	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Wd:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 122
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----
 INTERIOR PHOTOS WWW.SIBCYCLINE.COM TBB "AUGUSTA" 2 STORY UNIT

-----FEATURES-----

Liv :WW Carpet	Liv :Fireplace	Din :WW Carpet	Kit :Eat-In
Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet	Mbed:Bath Adjoins
Mbed:Walkin Clset	Bath:Shower	Bath:Tub	Bath:Ceramic Tile
Ins :6 Panel Drs	Ins :French Doors	Ins :Loft	Outs:Patio
Outs:Pool Ingrnd	Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt
View:Golf Course	Appl:Oven/Range	Appl:Dishwasher	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping
HOA :Snow Removal	:	:	:

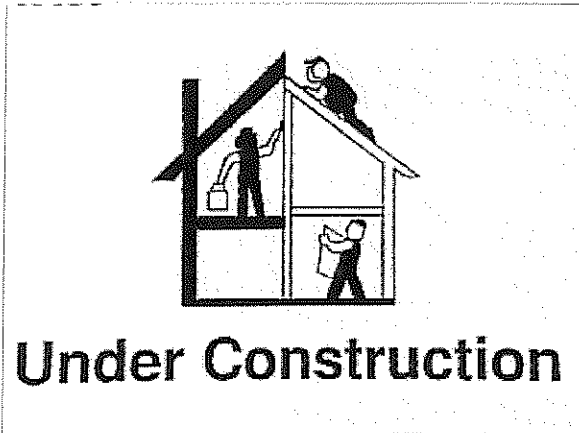
Call Listing Office/Appt Ctr
 Type:ER Sub:3 Buy:3 Tran:NA Vol:H803 586 Occ/Own:OWNER
 Firm:SIBCY CLINE REALTORS LO:SIBC09 Ph:(513) 932-6334
 Agent:CINDY HEITMAN File:430626 Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --

CANCEL 08/13/98 CD: DOM:249 SO: OP\$ 144,900 SP\$
 C613741 E15CC 234 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 141,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Lot:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS

5 3 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	14x16	2
Liv:	26x16	2	Bd2:	12x15	2
Din:			Bd3:	12x10	2
Kit:	11x12	2	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	2
Stu:			Bath #2	F	2
Rec:			Bath #3		
Lau:			Bath #4		
Family Rm :	N		Bedrm Lev1:	Y	
Formal Din:	N		Bathrm Lev1:	Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :NA	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Wd:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 122
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM TBB "GREENBRIER II" UPPER UNIT

-----FEATURES-----

Ent :Vinyl Floor	Liv :WW Carpet	Liv :Great Room	Liv :Walkout
Kit :Vinyl Floor	Kit :Eat-In	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Bath:Shower	Bath:Tub
Bath:Ceramic Tile	Ins :6 Panel Drs	Ins :French Doors	Ins :Loft
Outs:Deck	Outs:Pool Ingrnd	Misc:Cable TV	Misc:Smoke Alarm
View:Golf Course	Appl:Oven/Range	Appl:Dishwasher	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping
HOA :Snow Removal	:	:	:

Call Listing Office/Appt Ctr

Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H803 586	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09	Ph:(513) 932-6334	
Agent:CINDY HEITMAN			File:430626	Ph:(513) 573-1857	

-- All information is believed accurate but NOT guaranteed --
 -- This information has NOT been verified by the MLS. --

CANCEL 08/13/98 CD: DOM:249 SO: OP\$ 124,900 SP\$
 C613744 E15CC 238 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 116,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Subd:OVERLOOK Twp :CLEAR CREEK Zip:45066 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS

5 2 2-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	13x16	1
Liv:	15x16	1	Bd2:	11x13	1
Din:	11x10	1	Bd3:		
Kit:	12x15	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3		
Lau:		1	Bath #4		
Family Rm	:N		Bedrm Lev1	:Y	
Formal Din	:Y		Bathrm Lev1	:Y	

Type:Attached	Bsmt:None	Age :NEW	Dist:SPRINGBORO
Lev :1 Story	Gar : 1 Att	Year:1997	Elem:SPRINGBORO
Arc :Transtnl	Prkg:Offstrt	New :Y UNKNOWN	JHS :SPRINGBORO
Con :Brick,Wood	Fpl :1 Wood,Marble	Lot :NA	Mid :SPRINGBORO
Fnd :Poured	Gas :None	Acre:	High:SPRINGBORO
Roof:Shingle	Wat :Public	Sa-Tax:TBD	PEle:CHOICE
Subd:Alum	Sew :Public	TxRate:OF REC	PHig:CHOICE
Heat:Elec,Ht Pmp	Zone:Res	Asmt:OF REC	-----
Cool:Cen Air	Ease:Of Rec	Occ :At Close	Lev Condo:
TaxID:NEW		Tran:	HOA Fee \$ 106
Oth TaxID:			
Spec Fin :N			Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM TBB "GREENBRIAR" LOWER UNIT

-----FEATURES-----

Liv :WW Carpet	Liv :Great Room	Liv :Fireplace	Liv :Walkout
Kit :Vinyl Floor	Kit :Eat-In	Kit :Pantry	Kit :Wood Cab
Mbed:WW Carpet	Mbed:Bath Adjoins	Mbed:Walkin Clset	Bath:Shower
Bath:Tub	Bath:Ceramic Tile	Ins :6 Panel Drs	Outs:Patio
Outs:Pool Ingrnd	Misc:Cable TV	Misc:Smoke Alarm	View:Golf Course
Appl:Oven/Range	Appl:Dishwasher	Appl:Garbage Disp	HOA :Pool
HOA :Clubhouse	HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping
HOA :Snow Removal	:	:	:

Call Listing Office/Appt Ctr

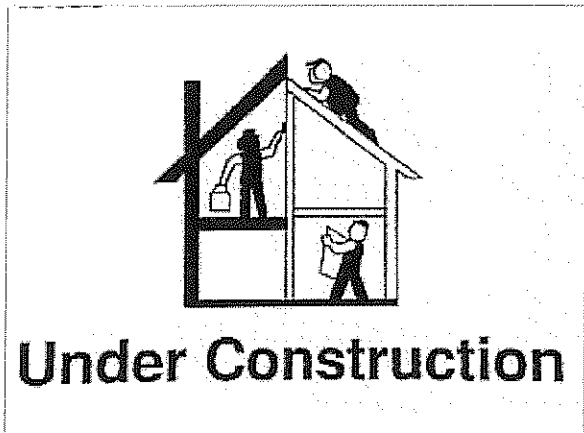
Type:ER	Sub:3	Buy:3	Tran:NA	Vol:H803 585	Occ/Own:OWNER
Firm:SIBCY CLINE REALTORS			LO:SIBC09	Ph:(513) 932-6334	
Agent:CINDY HEITMAN			File:430626	Ph:(513) 573-1857	

-- All information is believed accurate but NOT guaranteed --
 -- This information has NOT been verified by the MLS. --

CANCEL 08/13/98 CD: DOM:249 SO: OP\$ 139,900 SP\$
 C613753 E15CC 242 ELMWOOD DR UN# Subu:SPRINGBORO LP\$ 139,900
 City:SPRINGBORO Cnty:WARREN State:OH
 Ad:OVERLOOK Twp :CLEAR CREEK Zip:45036 Rms Bed Bth LO:SIBC09

741 NORTH LEFT ON ELMWOOD DR TO SIGNS

--- --- ---
 6 3 3-0



	DIM	LEV		DIM	LEV
Ent:			Mbd:	15x15	1
Liv:	12x17	1	Bd2:	12x10	2
Din:	12x10	1	Bd3:	13x11	2
Kit:	11x 9	1	Bd4:		
Bkr:			Bd5:		
Fam:			Bath #1	F	1
Stu:			Bath #2	F	1
Rec:			Bath #3	F	2
Lau:			Bath #4		

Family Rm :N Bedrm Lev1:Y
 Formal Din:Y Bathrm Lev1:Y

Type:Attached Bsmt:None
 Lev :2 Story Gar : 1 Att
 Arc :Transtnl Prkg:Offstrt
 Con :Brick,Wood Fpl :1 Wood,Marble
 Fnd :Poured Gas :None
 Roof:Shingle Wat :Public
 Ad:Alum Sew :Public
 Heat:Elec,Ht Pmp Zone:Res
 Cool:Cen Air Ease:Of Rec
 TaxID:NEW
 Oth TaxID:
 Spec Fin :N

Age :NEW Dist:SPRINGBORO
 Year:1997 Elem:SPRINGBORO
 New :Y UNKNOWN JHS :SPRINGBORO
 Lot :NA Mid :SPRINGBORO
 Acre: High:SPRINGBORO
 Sa-Tax:TBD PEle:CHOICE
 TxRate:OF REC PHig:CHOICE
 Asmt:OF REC
 Occ :At Close Lev Condo:
 Tran: HOA Fee \$ 122
 Auction :N

-----REMARKS-----

INTERIOR PHOTOS WWW.SIBCYCLINE.COM TBB "AUGUSTA" 2 STORY UNIT

-----FEATURES-----

Liv :WW Carpet	Liv :Fireplace	Din :WW Carpet	Kit :Eat-In
Kit :Pantry	Kit :Wood Cab	Mbed:WW Carpet	Mbed:Bath Adjoins
Mbed:Walkin Clset	Bath:Tub	Bath:Ceramic Tile	Ins :6 Panel Drs
Ins :French Doors	Ins :Loft	Outs:Patio	Outs:Pool Ingrnd
Misc:Cable TV	Misc:Smoke Alarm	Misc:220 Volt	View:Golf Course
Appl:Oven/Range	Appl:Dishwasher	HOA :Pool	HOA :Clubhouse
HOA :Haz Ins	HOA :Assn Dues	HOA :Landscaping	HOA :Snow Removal

Call Listing Office/Appt Ctr

Type:ER Sub:3 Buy:3 Tran:NA Vol:H803 586 Occ/Own:OWNER
 Firm:SIBCY CLINE REALTORS LO:SIBC09 Ph:(513) 932-6334
 Agent:CINDY HEITMAN File:430626 Ph:(513) 573-1857

-- All information is believed accurate but NOT guaranteed --