



**DESCRIPTION OF
PART LOT 1
TWIN LAKES AT SPRING VALLEY
MONTGOMERY COUNTY, OHIO
CONTAINING 1.639 ACRES
OCTOBER 18, 2005**

Situate in Section 5, Township 2, Range 5 M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 1 of Twin Lakes at Spring Valley (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the intersection of the north right of way line of Spring Valley Pike with the east right of way line of Washington Church Road;

thence along the east right of way line of said Washington Church Road and the west line of Lot 2 of Twin Lakes at Spring Valley North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for three hundred seventy-nine and 28/100 feet (379.28') to the northwest corner of said Lot 2, said point being the **TRUE POINT OF BEGINNING** of the parcel herein described;

thence continuing along the east right of way line of said Washington Church Road North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for three hundred thirty-one and 21/100 feet (331.21') to a point;

thence across said Lot 1 on a new dividing line South eighty-six degrees forty-two minutes thirty-one seconds East (S86°42'31"E) for two hundred nineteen and 29/100 feet (219.29') to a point;

thence continuing across said Lot 1 on a new dividing line South three degrees forty minutes twenty-nine seconds West (S03°40'29"W) for one hundred fourteen and 94/100 feet (114.94') to a corner of said Lot 2;

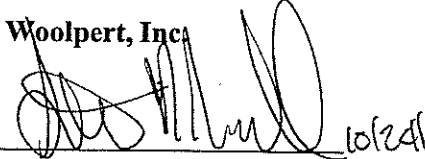
thence along the north line of said Lot 2 the following five (5) courses:

1. South eighteen degrees thirty-five minutes fifty-six seconds East (S18°35'56"E) for one hundred fifty-nine and 12/100 feet (159.12') to a point;
2. South seventy-one degrees twenty-four minutes four seconds West (S71°24'04"W) for forty-seven and 50/100 feet (47.50') to a point;

3. North eighty-six degrees nineteen minutes thirty-one seconds West (N86°19'31"W) for one hundred eight and 52/100 feet (108.52') to a point;
4. South forty-two degrees thirty-two minutes fifty-eight seconds West (S42°32'58"W) for sixty and 21/100 feet (60.21') to a point;
5. South ninety degrees zero minutes zero seconds West (S90°00'00"W) for eighty-seven and 29/100 feet (87.29') to the **TRUE POINT OF BEGINNING**, containing one and 639/1000 (1.639) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, Inc., in October, 2005, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

Woolpert, Inc.


Steven W. Newell
Ohio Professional Surveyor #7212



Date: October 27, 2005

State of Ohio,
Charles H. Sharma, President, being duly sworn, says that all parties, to the best of his knowledge, interested in this land either as owners or as lessees, have united in its execution.

SHAWN TWIN LAKES WEST, LTD
OWNER

Charles H. Sharma
Charles H. Sharma, President

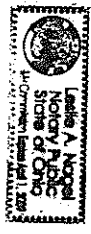
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.



Leslie A. Nogel
Leslie A. Nogel, Notary Public in and for State of Ohio
My Commission Expires: April 1, 2009

State of Ohio,
Be it remembered that on this 27th day of October, 2005 before me, the undersigned, a Notary Public in and for the State, personally appeared, Shawn Lakes West, LTD by Charles H. Sharma, President of Charles H. Sharma Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Charles H. Sharma
Notary Public in and for State of Ohio
My Commission Expires: April 1, 2009



Signed on the date set forth in acknowledgment:

"Mortgagee" Fifth Third Bank

By *Paul Cummings*
Paul Cummings, Vice President

State of Ohio,
Be it remembered that on this 27th day of October, 2005 before me, the undersigned, a Notary Public in and for said State of Ohio, personally came Fifth Third Bank, by BROAD CURRAN, to me known, and acknowledged the signing and execution of the within plot to be his voluntary act, and deed on behalf of the association.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Broad Curran
Broad Curran, Vice President



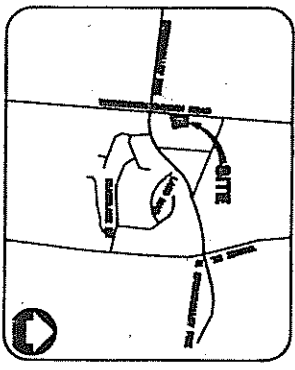
Leslie A. Nogel
Leslie A. Nogel, Notary Public in and for State of Ohio
My Commission Expires: April 1, 2009

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 1**

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 24 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.639 ACRES
OCTOBER 2005

PREPARED BY:
400 E. JOHNSON AVE.
RAYON, OHIO 44482
TEL: 440.448.0000
FAX: 440.448.0743
WOODBERT



DESCRIPTION
The within Condominium Plan is Part of Lot 1 as recorded in Plat BK 201 Page 24 in the Plat Records of Montgomery County, Ohio, containing 1.639 acres as conveyed to Shawn Lakes West, LTD, as recorded in Instrument Record Number 05-1107522 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION
These drawings show graphically, in as far as possible, all of the particulars of the real property boundaries and other improvements included in this condominium, and correctly show the location of the improvements and recorded easements on the property.

By *Steven W. Howell*
Steven W. Howell
Ohio Professional Surveyor #7212
DATE 10/20/05



ENGINEER'S CERTIFICATION
These drawings accurately show graphically, in as far as possible, improvements and buildings.

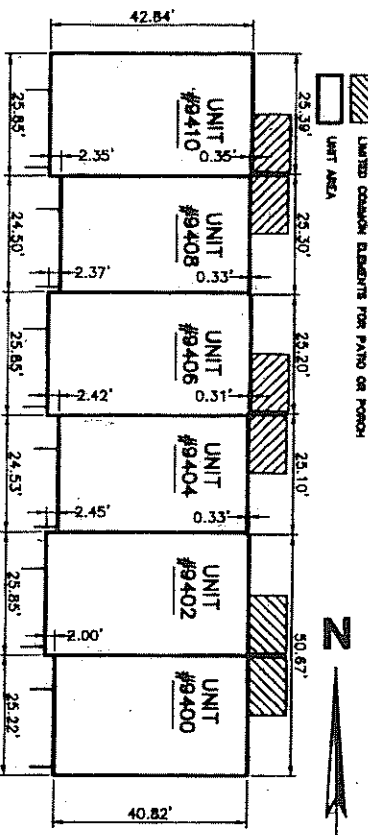
By *John A. Nelson*
John A. Nelson
Ohio Professional Engineer #03137
DATE 10/20/05



APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER
DATE _____

CHECKED BY _____ FILE NO. _____

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS



EXHIBIT

"B"

5/31/05

BUILDING NO. 1

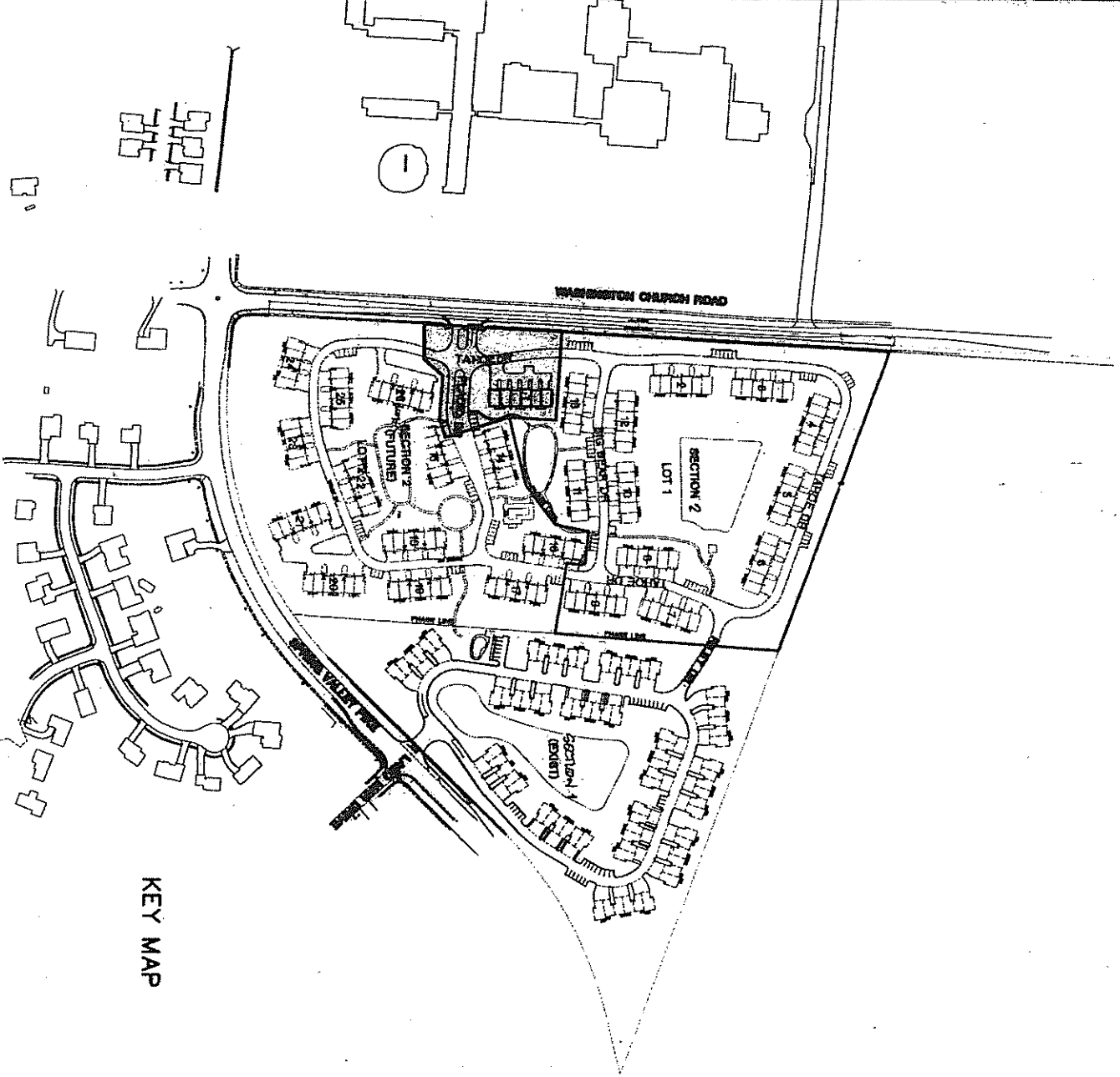
**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 1**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 921,
PAGE 24, OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s,
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.639 ACRES
OCTOBER 2005

WOODYBET
409 E. MONUMENT AVE
DAYTON, OHIO 45402
937.441.6800
FAX: 937.441.0743

PREPARED BY:



KEY MAP

BEARINGS ARE BASED ON THE ESTATES
OF SILVERCREEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.B. 168, PG. 33A



WASHINGTON CHURCH ROAD

N03°17'28"E
238.25'

MIAMI TOWNSHIP
WASHINGTON TOWNSHIP

SPRING ALLEY PIKE

P.O.B

N03°17'28"E
425.35'

S40°30'00"W
87.28'

S40°32'56"W
60.21'

S71°24'04"W
47.20'

LOT 2
PG. 24
PB. 221
11.310 AC

TAHOE DR

PLACID DR

PART LOT 1
1.638 AC

UNIT # 9400

UNIT # 9402

UNIT # 9404

UNIT # 9406

UNIT # 9408

UNIT # 9410

PARK

R/W

TAHOE DR

BIG BEAR DR

TAHOE DR

LOT 1
PG. 24
PB. 221
13.674 AC

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 1

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 221,
PAGE 28 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.639 ACRES
OCTOBER 2005
PREPARED BY:

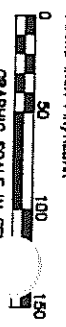
WOODBERT
409 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
577.461.6860
FAX 577.461.0743

LEGEND

- GENERAL UTILITY EASEMENT;
PB. 221, PG. 24
- RETENTION AND STORM DRAINAGE EASEMENT;
PB. 221, PG. 24
- SET SOLID IRON PIN/NEBAR
- SET PK NAIL
- FOUND IRON PIN/NEBAR

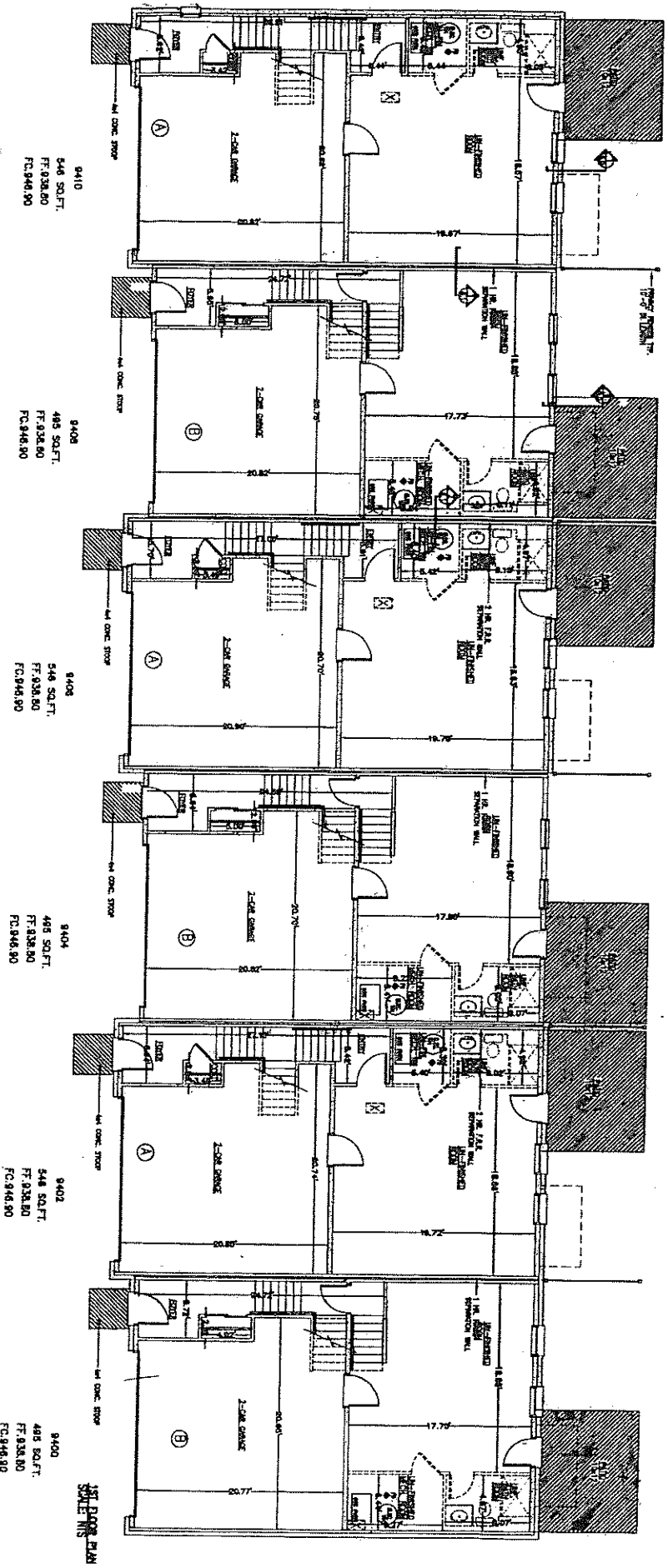
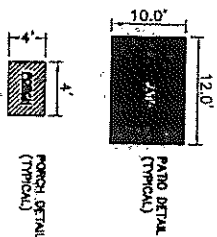


BEARINGS ARE BASED ON THE ESTATES
OF SILVERCREEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.B. 168, PG. 33A



INDICATES LIMITED COMMON ELEMENTS FOR PORCH AND PATIO

- NOTES**
1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASUREMENT
 2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



BUILDING

TWIN LAKES WEST CONDOMINIUM

PHASE 1

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 29 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.639 ACRES
OCTOBER 2005

WOODBERT
408 E. MONTGOMERY AVE
DAYTON, OHIO 45402
937.461.0660
FAX 937.461.0743



CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM

PHASE 1

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 24 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.639 ACRES
OCTOBER 2005

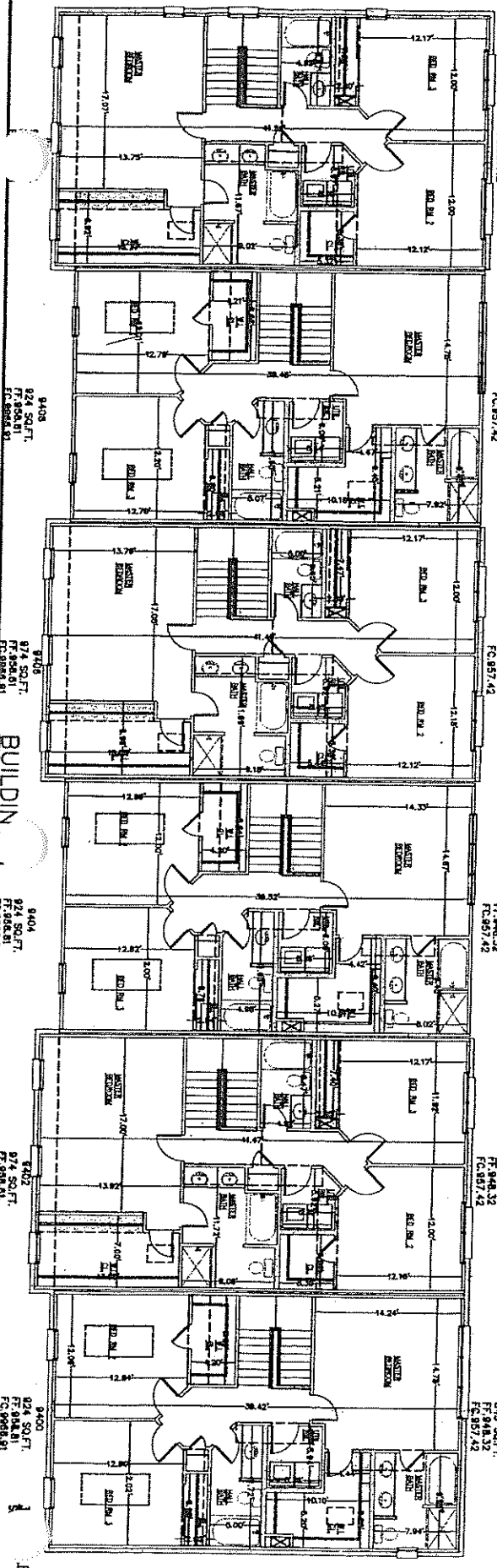
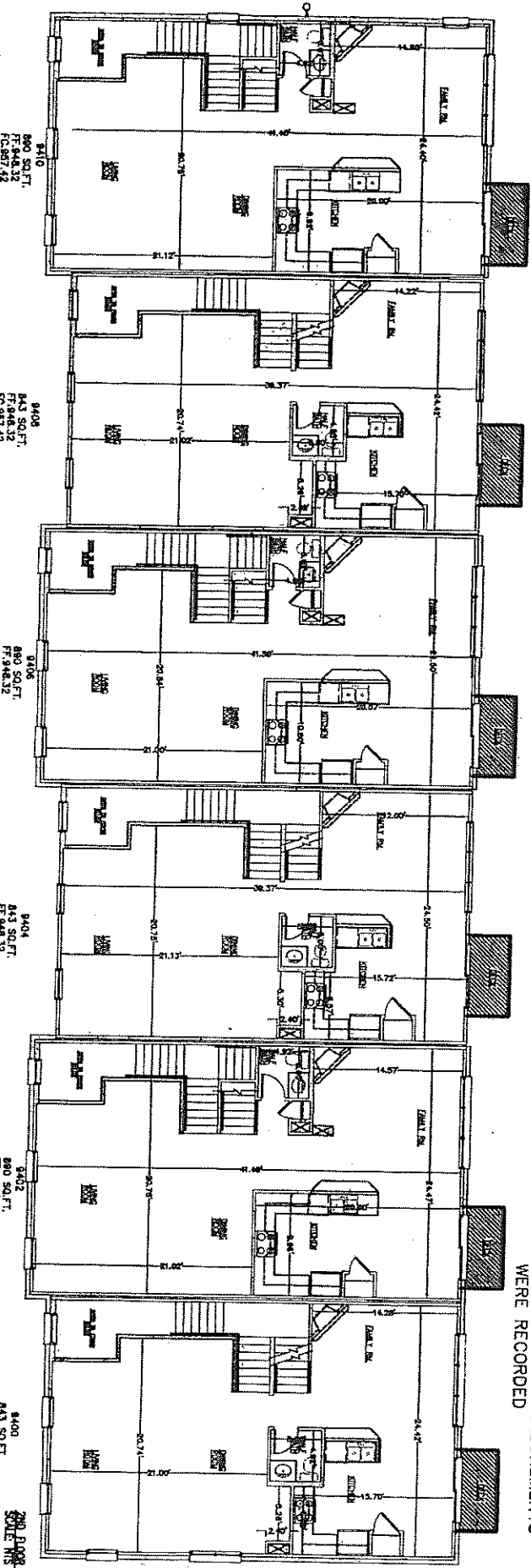


PREPARED BY:
406 E. NORTWENT AVE.
DAYTON, OHIO 45402
537.451.6860
FAX 537.441.0743



INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

- NOTES**
1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASUREMENT
 2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



200 PAPER PLAN
SCALE 1/8" = 1'-0"

BLM
SHEET 5 OF 6
ORDER # 62819

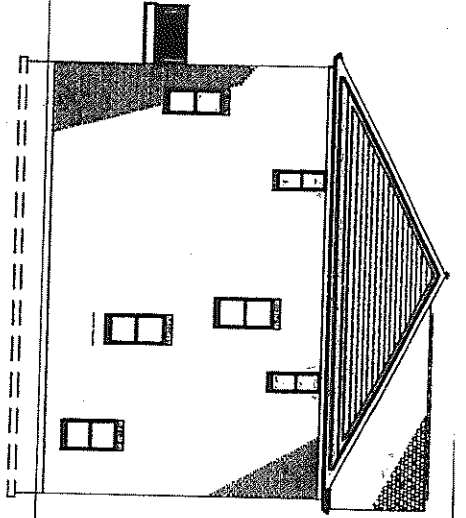
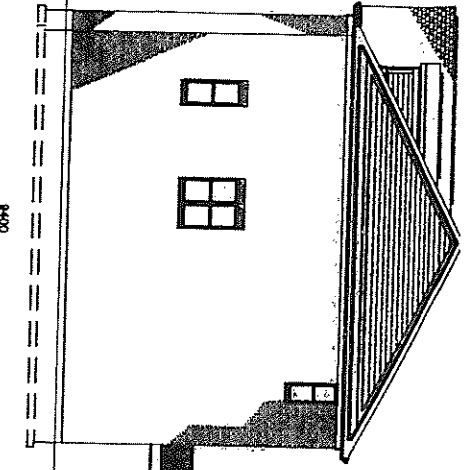
**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 1**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.639 ACRES
OCTOBER 2005

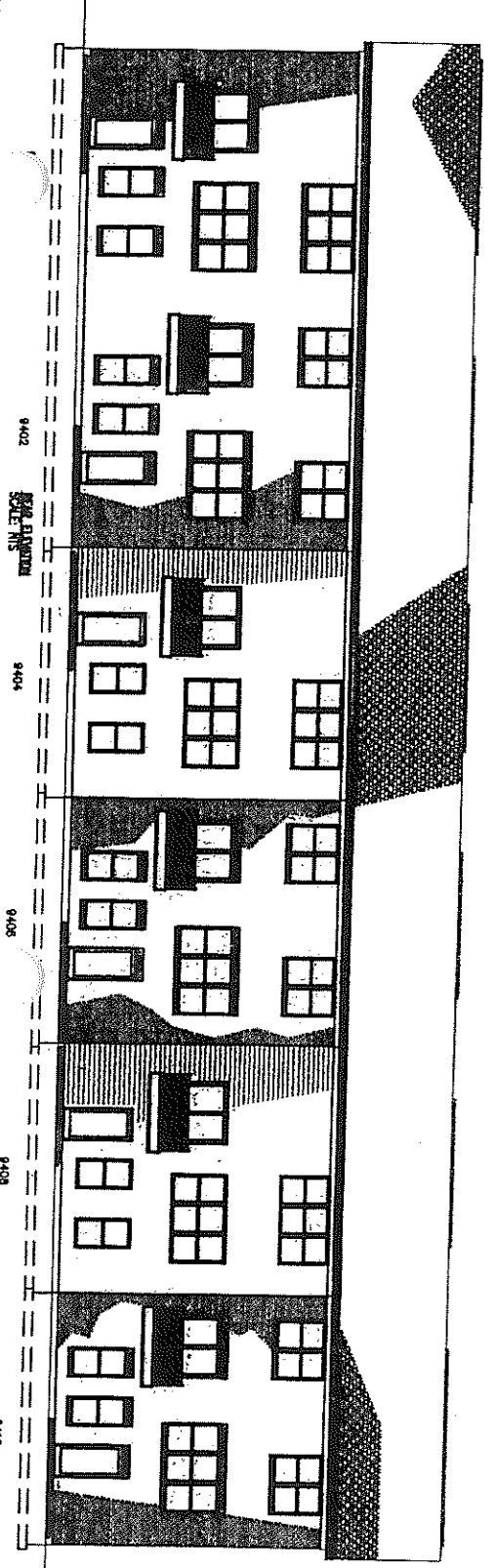
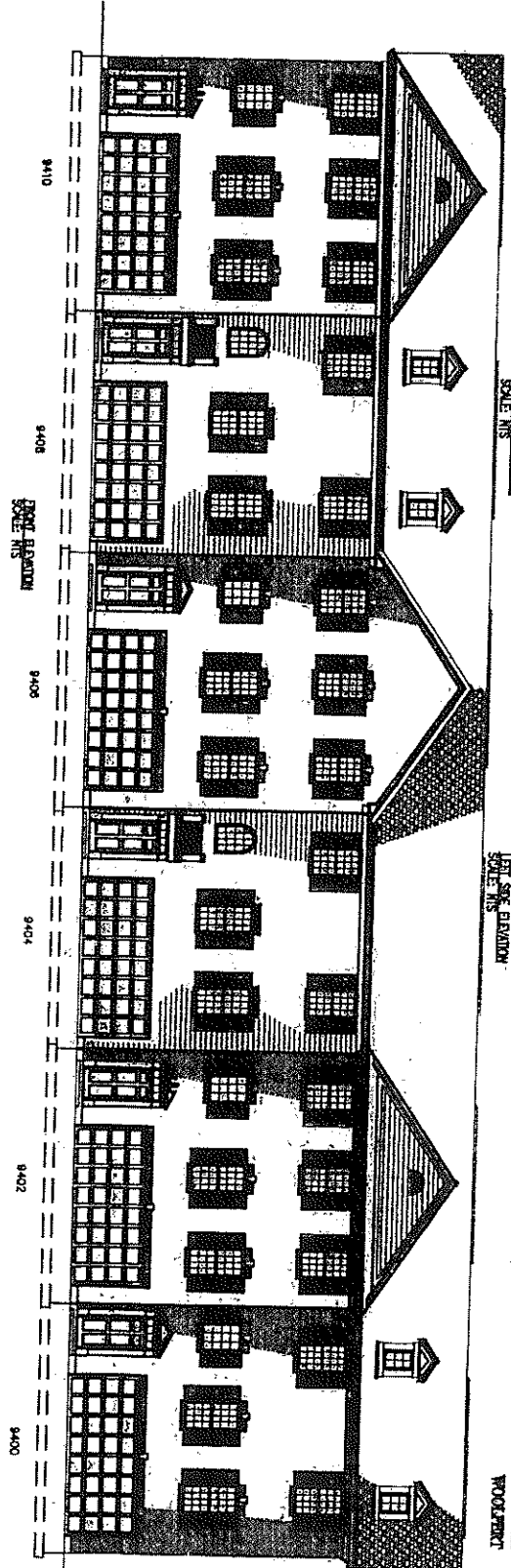
PREPARED BY:

W
409 E. MONTGOMERY AVE.
DARTON, OHIO 45408
937.481.0660
FAX: 937.481.0748
WOODBERT



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



PICKREL, SCHAEFFER AND EBELING

A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER

40 NORTH MAIN STREET

DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

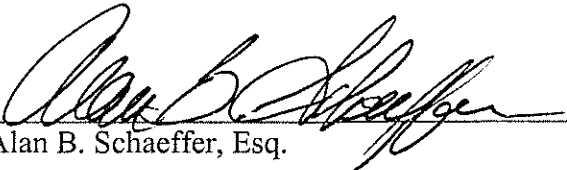
www.pselaw.com

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 2)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the First Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "First Amendment", which adds additional property to the Condominium consisting of twelve (12) Residential Units. With the exception of adding additional property, the First Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the First Amendment, are in compliance with Ohio law, Local Law and the Appendix. Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.



Alan B. Schaeffer, Esq.

Dated: January 28, 2006

FIRST AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 2)

NO TRANSFER NEEDED
05 JAN 27 AM 10:27

KARL L. KEITH
AUDITOR

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

Montgomery County Auditor

By: Karl L. Keith

Dated: January __, 2006

PLAT REFERENCE:

Book: 202, Page(s): 17-176

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

\$423.20 01/27/06 10:34:50
COND-06-007 0014
Montgomery County
Judy Dodge Recorder

FIRST AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 2)

This First Amendment to Declaration, hereinafter referred to as the "First Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

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

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315D	Book 201, Pages 36A—36E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

1. Buildings 11 and 12 are three (3) stories in height, each containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
1668	11	Placid	1697	12	Placid
1670	11	Tahoe	1695	12	Tahoe
1672	11	Placid	1693	12	Placid
1674	11	Tahoe	1691	12	Tahoe
1676	11	Placid	1689	12	Placid
1678	11	Tahoe	1687	12	Tahoe

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the Unit designations and their respective percentages in their entirety, and inserting the following text to replace the aforementioned deleted text:

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1668	5.73 %	1674	5.38 %
1670	5.38 %	1676	5.73 %
1672	5.73 %	1678	5.38 %
1687	5.38 %	1693	5.73 %
1689	5.73 %	1695	5.38 %
1691	5.38 %	1697	5.73 %
9400	5.73 %	9406	5.38 %
9402	5.38 %	9408	5.73 %
9404	5.73 %	9410	5.38 %

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 18th day of January, 2006 as evidenced of the below signature and acknowledgment.

DECLARANT

SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: Charles H. Simms
CHARLES H. SIMMS, PRESIDENT

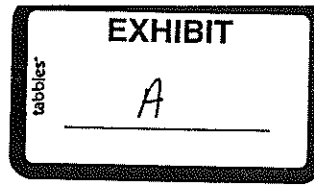
STATE OF OHIO)
COUNTY OF MONTGOMERY)SS:

The foregoing instrument was acknowledged before me this 18th day of January, 2006 by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.

Leslie A. Nagel
NOTARY PUBLIC



This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.



**DESCRIPTION OF
TWIN LAKES CONDOMINIUMS
PHASE 2 – BUILDINGS 11 & 12
WASHINGTON TOWNSHIP, OHIO
CONTAINING 1.075 ACRES
JANUARY 9TH, 2006**

Situate in Section 5, Township 2, Range 5, MRs., Washington Township, County of Montgomery, State of Ohio, and being part of Lot 1 of the Twin Lakes as recorded in Plat Book 201, page 29 as conveyed to Simms Twin Lakes, LTD., by Instrument Record #05-115631 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of Lot 2 of said Twin Lakes;
thence along the south line of said Lot 2 for the following seven (7) courses:

1. North ninety degrees zero minutes zero seconds East (N90°00'00"E) for eighty-seven and 29/100 feet (87.29') to a point;
2. thence North forty-two degrees thirty-two minutes fifty-eight seconds East (N42°32'58"E) for sixty and 21/100 feet (60.21') to a point;
3. thence South eighty-six degrees nineteen minutes thirty-one seconds East (S86°19'31"E) for one hundred eight and 52/100 feet (108.52') to a point;
4. thence North seventy-one degrees twenty-four minutes four seconds East (N71°24'04"E) for forty-seven and 50/100 feet (47.50') to a point;
5. thence North eighteen degrees thirty-five minutes fifty-six seconds West (N18°35'56"W) for one hundred fifty-nine and 12/100 feet (159.12') to a point;
6. thence North seventy-six degrees ten minutes fifty-six seconds East (N76°10'56"E) for one hundred seventy-five and 67/100 feet (175.67') to a point;
7. thence North fifty-two degrees thirty-one minutes twenty-five seconds East (N52°31'25"E) for one hundred twenty-two and 05/100 feet (122.05') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence across Lot 1 of said Twin Lakes for the following nine (9) courses:

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 2**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

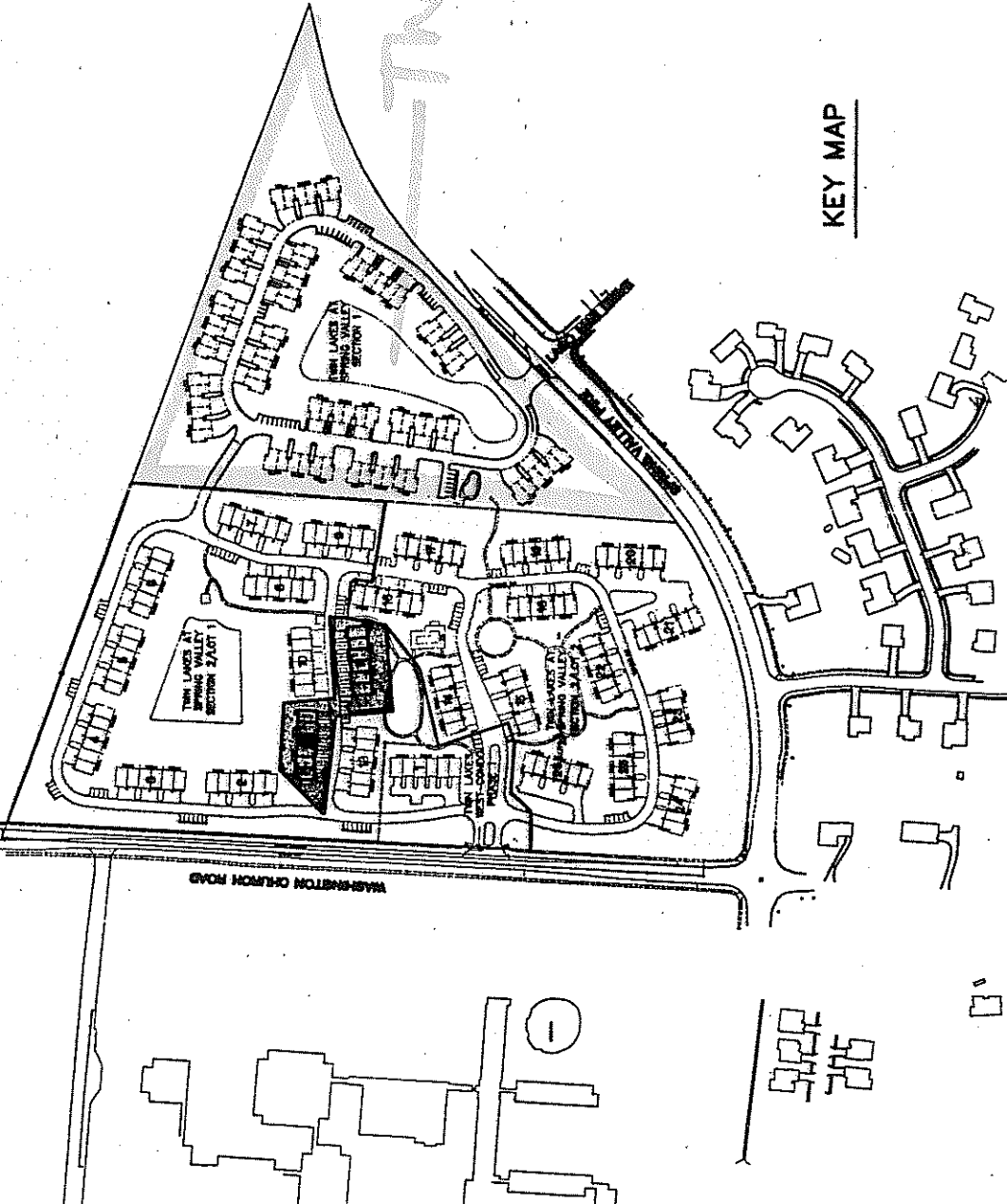
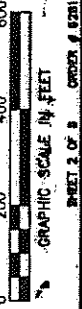
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

PREPARED BY:



409 E. MONUMENT AVE.
DAYTON, OHIO 45402
897.481.8400
FAX 937.461.0743

BEARINGS ARE BASED ON THE ESTATES
OF SILVERCREEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.B. 168, PG. 33A



Description of Twin Lakes Condominiums
Phase 2 – Unit 11-12
Washington Township, Ohio

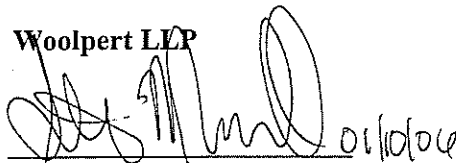
January 9th, 2006

Page 2

1. South eighty-five degrees eight minutes thirty-six seconds West (S85°08'36"W) for one hundred ninety and 88/100 feet (190.88') to a point;
2. thence North five degrees twenty-seven minutes fifty-three seconds West (N05°27'53"W) for one hundred twenty-one and 21/100 feet (121.21') to a point;
3. thence North eighty-three degrees fifty-eight minutes seventeen seconds West (N83°58'17"W) for two hundred fifteen and 57/100 feet (215.57') to a point;
4. thence North forty-five degrees six minutes forty-five seconds East (N45°06'45"E) for one hundred thirty-six and 83/100 feet (136.83') to a point;
5. thence South eighty-seven degrees sixteen minutes twenty-eight seconds East (S87°16'28"E) for one hundred forty-six and 98/100 feet (146.98') to a point;
6. thence South five degrees twenty-seven minutes fifty-three seconds East (S05°27'53"E) for one hundred eight and 91/100 feet (108.91') to a point;
7. thence North eighty-six degrees thirty-two minutes eight seconds East (N86°32'08"E) for one hundred eighty and 78/100 feet (180.78') to a point;
8. thence South four degrees forty-three minutes thirty-three seconds West (S04°43'33"W) for thirty-seven and 41/100 feet (37.41') to a point;
9. thence South ten degrees thirty-seven minutes forty seconds West (S10°37'40"W) for eighty-three and 37/100 feet (83.37') to the **TRUE POINT OF BEGINNING**, containing one and 075/1000 (1.075) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

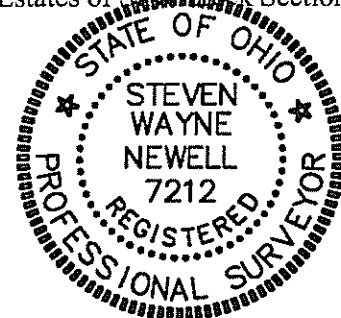
This description was prepared from a field survey performed by Woolpert LLP under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in P.B. 158, Page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, Page 33A.

Woolpert LLP



Steven W. Newell

Ohio Registered Surveyor #7212



Date: JA 12, 2006

State of Ohio,
Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as lienholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
OWNER

Charles H. Simms
Charles H. Simms, President

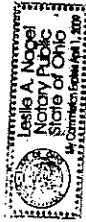
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written:



State of Ohio,
Be it remembered that on this 12 day of January, 2006 before me, the undersigned, a Notary Public in and for the State, personally came Charles H. Simms, President of Charles H. Simms Development Corp., its sole member, who acknowledged to me that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and he is such officer.

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

Leslie A. Noel
Notary Public in and for State of Ohio
My Commission expires: April, 2007



Signed on the date set forth in acknowledgment:

"Mortgagee" Fifth Third Bank

By: *Burd Camp, V.L.*

State of Ohio,
Be it remembered that on this 12 day of JANUARY, 2006 before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Fifth Third Bank, by Burd Camp, V.L., to me known, and acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.

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



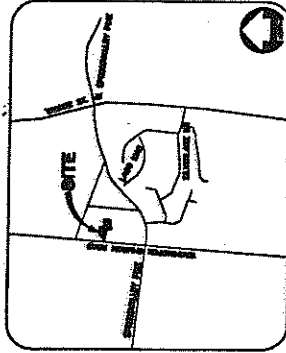
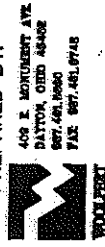
Evelyn L. Biza
Notary Public in and for State of Ohio
My Commission expires: 6-8-08

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 2

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 28 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.,
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

PREPARED BY:



VICINITY MAP

DESCRIPTION

The within Condominium Plan is Part of Lot 1 as recorded in Plat Book 201, Page 28 in the Plat Records of Montgomery County, Ohio, containing 1.075 acres as conveyed to Simms Twin Lakes West, Ltd., as recorded in Instrument Record Number 05-119786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location, the improvements and recorded encumbrances on the real property.



By: *Steven W. Newell*
Steven W. Newell
Ohio Professional Surveyor #7212

ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, the improvements and buildings.



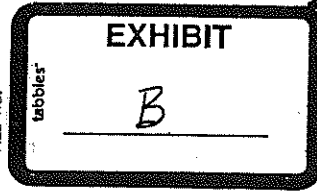
By: *John A. Peterson*
John A. Peterson
Ohio Professional Engineer #63137

APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER

CHECKED BY

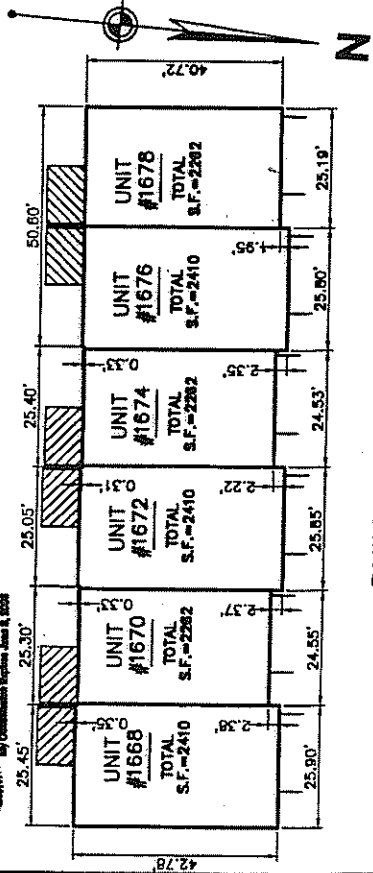
FILE NO.



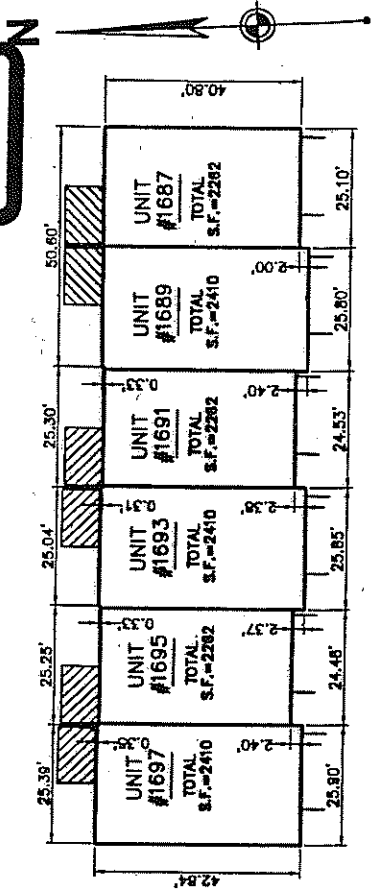
NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS

LIMITED COMMON ELEMENTS FOR PATIO OR PORCH

UNIT AREA



BUILDING NO. 11
NTS



BUILDING NO. 12
NTS

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 2**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

PREPARED BY:



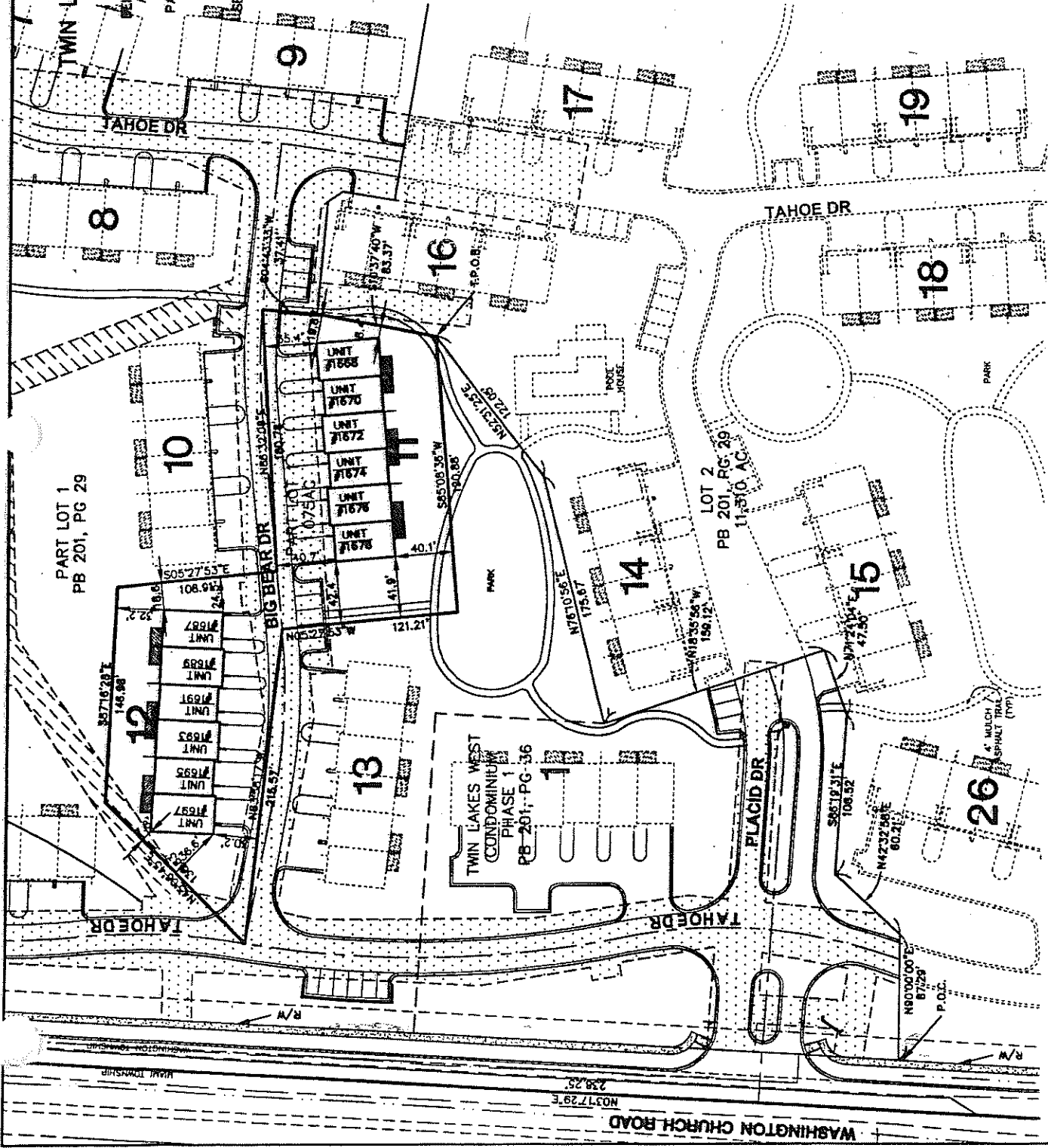
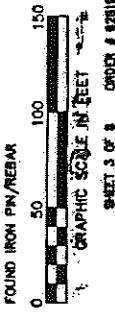
408 E. HONDEBERT AVE
DAYTON, OHIO 45402
807.441.6660
FAX: 857.441.0748

BEARINGS ARE BASED ON THE ESTATES
OF SAVERGEEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.B. 168, PG. 33A



LEGEND

- GENERAL UTILITY EASEMENT;
PB 201, PG 29
- RETENTION AND STORM DRAINAGE EASEMENT;
PB 201, PG 29
- SET SOLID IRON PIN/REBAR
- SET PK NAIL
- FOUND IRON PIN/REBAR

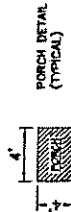


UNIT ELEMENTS FOR PORCH AND PATIO



NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



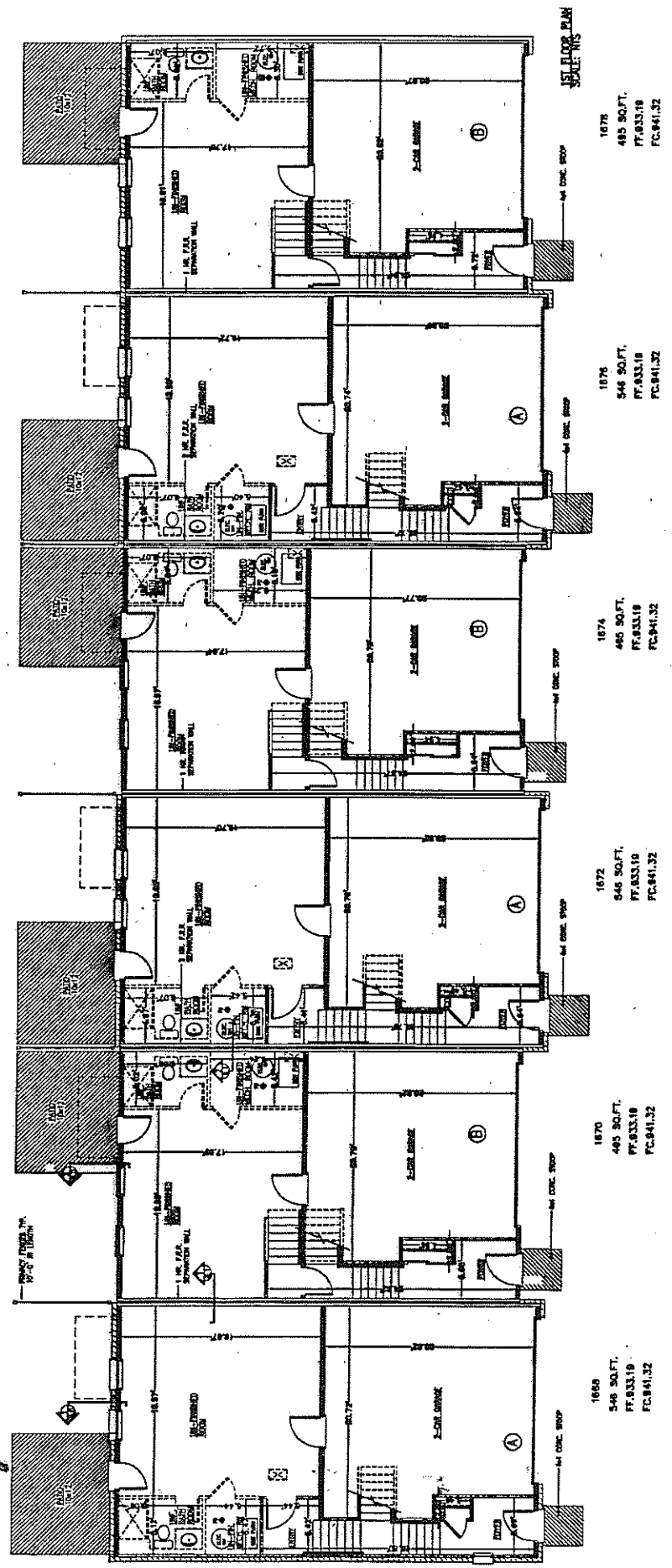
**CONDOMINIUM FLOOR PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 2**

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 29 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

PREPARED BY:

WOODBERT
409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.481.6980
FAX 937.481.0743



1668
546 SQ.FT.
PF.833.18
FC.841.32

1670
546 SQ.FT.
PF.833.18
FC.841.32

1672
546 SQ.FT.
PF.833.18
FC.841.32

1674
546 SQ.FT.
PF.833.18
FC.841.32

1676
546 SQ.FT.
PF.833.18
FC.841.32

1678
546 SQ.FT.
PF.833.18
FC.841.32

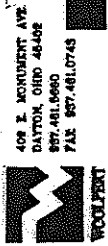
BUILDING 11

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 2**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 N.R.6,
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

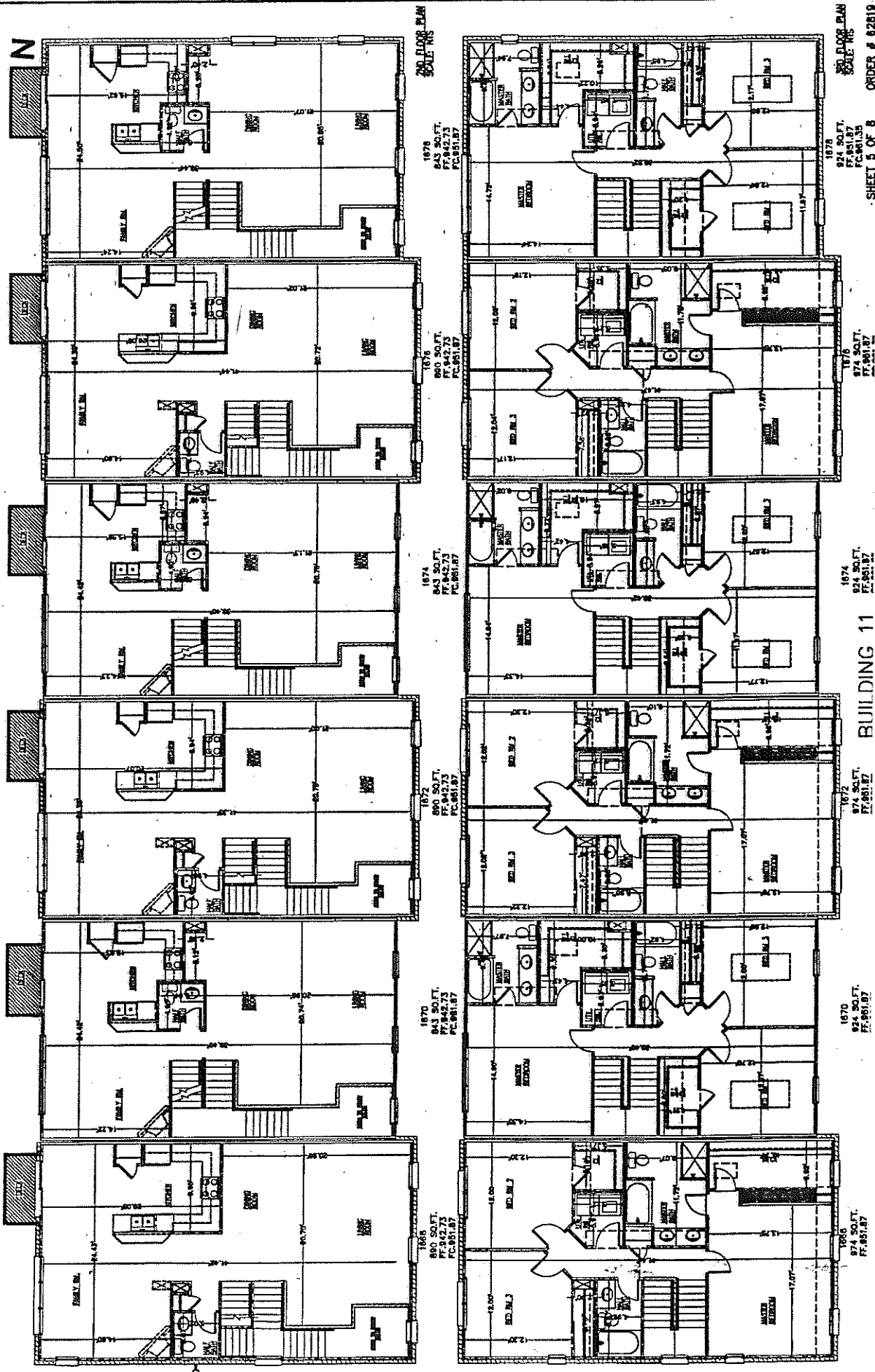
PREPARED BY:



INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



1865 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1866 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1867 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1868 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1869 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1870 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1871 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1872 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1873 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1874 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1875 874 S.Q.F.T. P.L. 961.87 R.C. 881.87
 1876 843 S.Q.F.T. P.L. 942.73 R.C. 881.87
 1877 874 S.Q.F.T. P.L. 961.87 R.C. 881.87
 1878 824 S.Q.F.T. P.L. 951.87 R.C. 881.87

BUILDING 11

3RD FLOOR PLAN
SCALE: NTS
ORDER # 62819

UNITES LIMITED COMMON ELEMENTS FOR PORCH AND PATIO

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 2**

NOTES

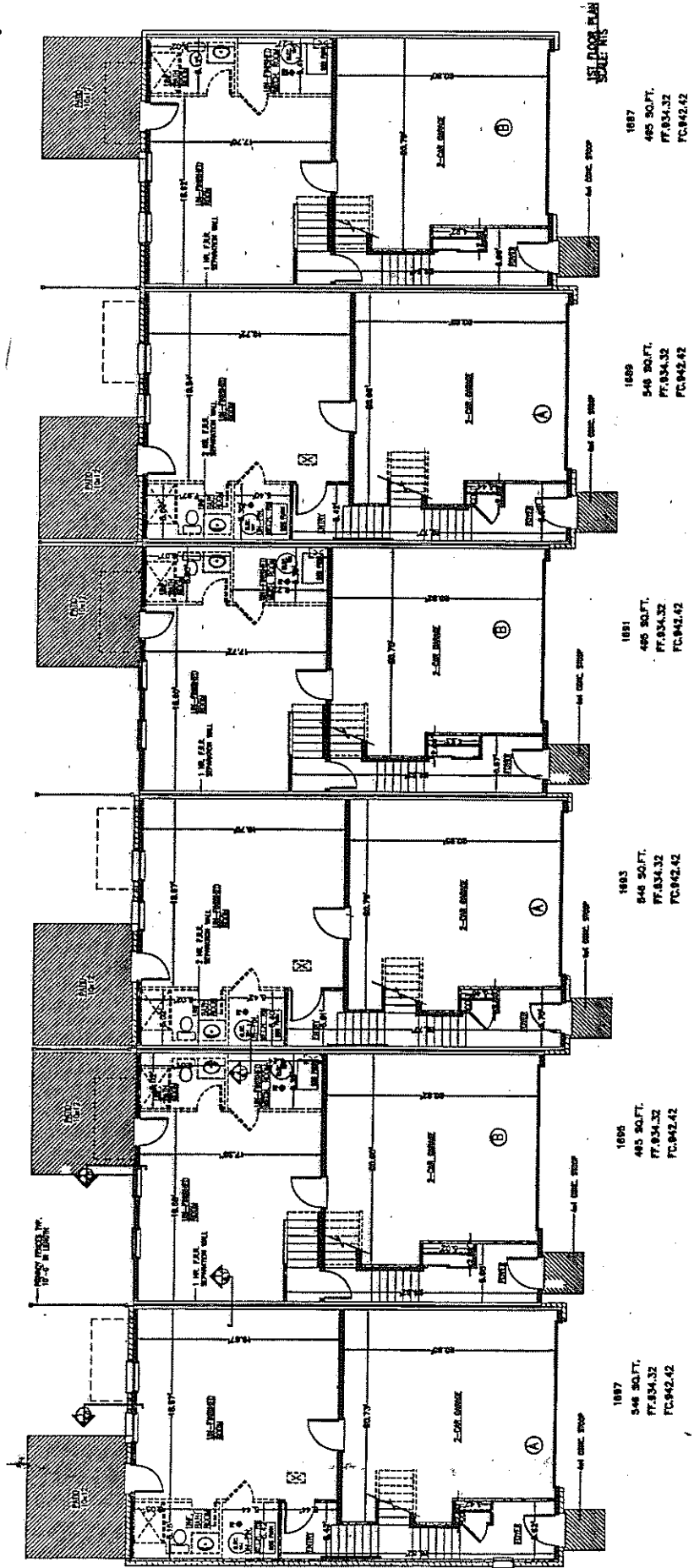
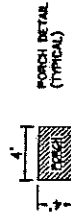
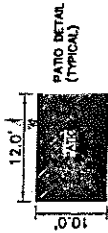
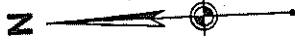
1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 29 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

PREPARED BY:

WOOLEPERT
400 E. MONUMENT AVE.
DAYTON, OHIO 45408
877.461.6860
FAX 937.461.0743



BUILDING 12

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 2

PREPARED BY:
409 E. MONROE AVE.
DAYTON, OHIO 45402
937.441.5680
FAX: 937.441.0745



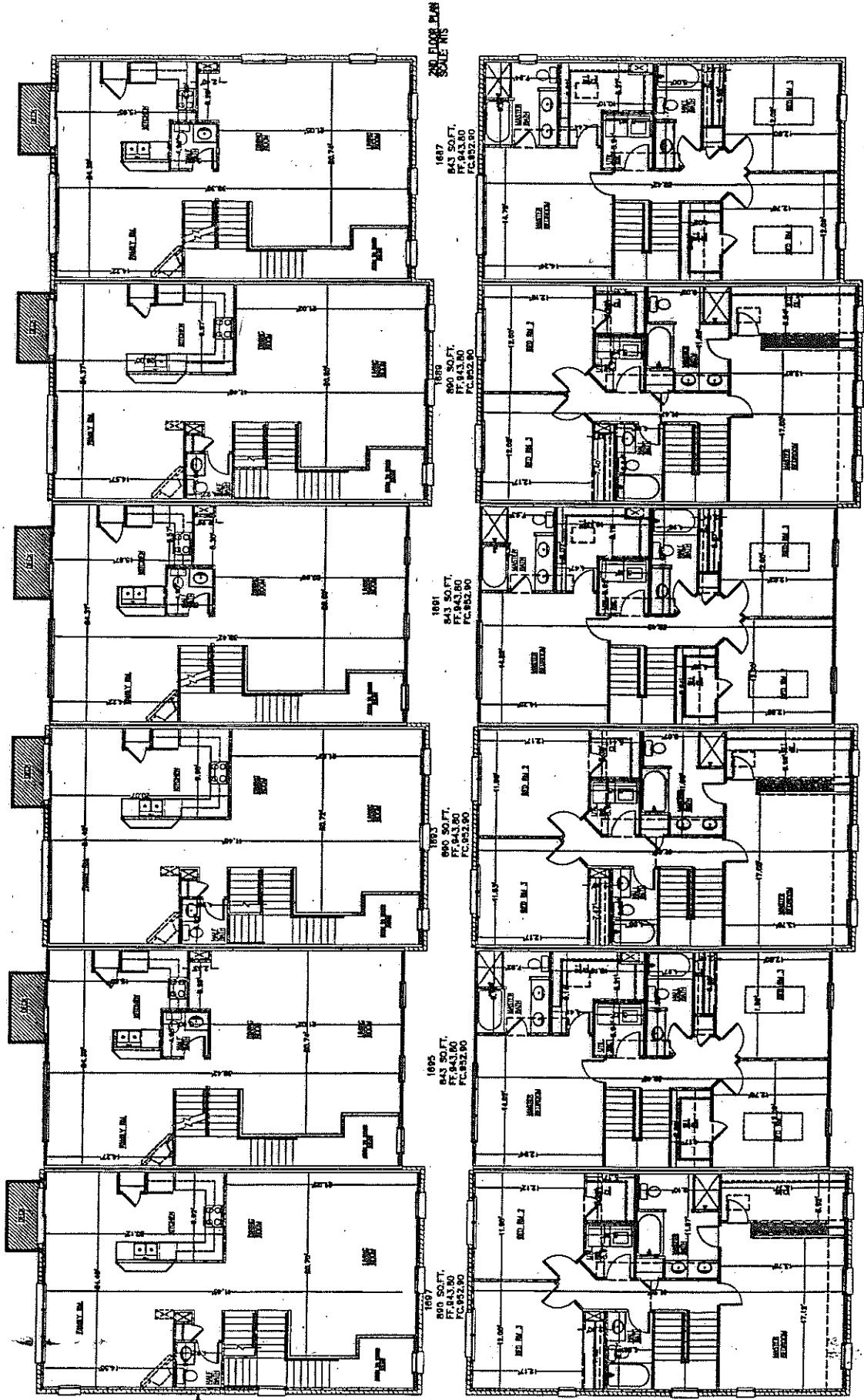
BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 28 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE
WERE BUILT PER PLAN AND FIELD
MEASURED
2. NO UNITS HAD FIREPLACES AT
THE TIME THE MEASUREMENTS
WERE RECORDED



1895
843 SQ.FT.
FF:843.00
FC:832.90

1895
843 SQ.FT.
FF:843.00
FC:832.90

1895
843 SQ.FT.
FF:843.00
FC:832.90

1895
843 SQ.FT.
FF:843.00
FC:832.90

1895
843 SQ.FT.
FF:843.00
FC:832.90

1895
843 SQ.FT.
FF:843.00
FC:832.90

1897
824 SQ.FT.
FF:824.27
FC:814.15

1897
824 SQ.FT.
FF:824.27
FC:814.15

1897
824 SQ.FT.
FF:824.27
FC:814.15

1897
824 SQ.FT.
FF:824.27
FC:814.15

1897
824 SQ.FT.
FF:824.27
FC:814.15

1897
824 SQ.FT.
FF:824.27
FC:814.15

3RD FLOOR PLAN
SCALE: 1/8" = 1'-0"
ORDER # 62818

BUILDING 12

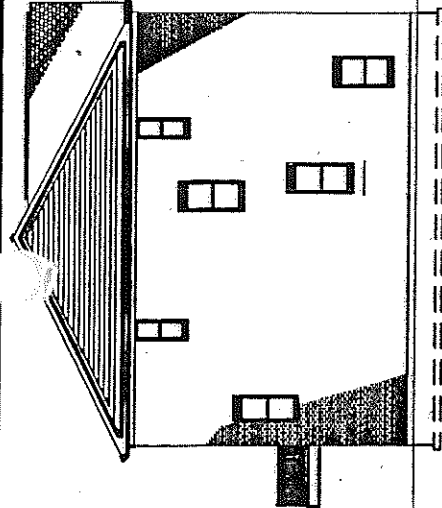
CONDOMINIUM FLOOR PLAN TWIN LAKES WEST CONDOMINIUM PHASE 2

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

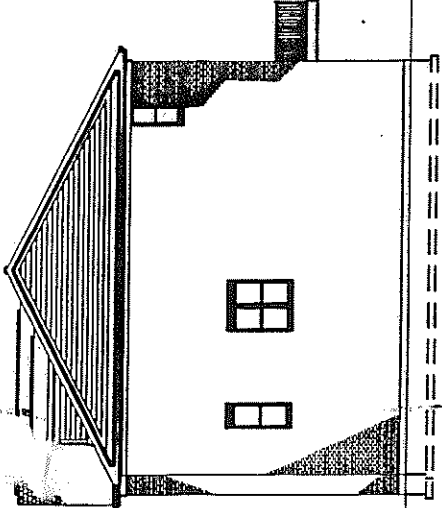
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.075 ACRES
DECEMBER 2005

PREPARED BY:

408 E. MONUMENT AVE.
DAYTON, OHIO 45402
887-481.0600
FAX: 887-461.0743



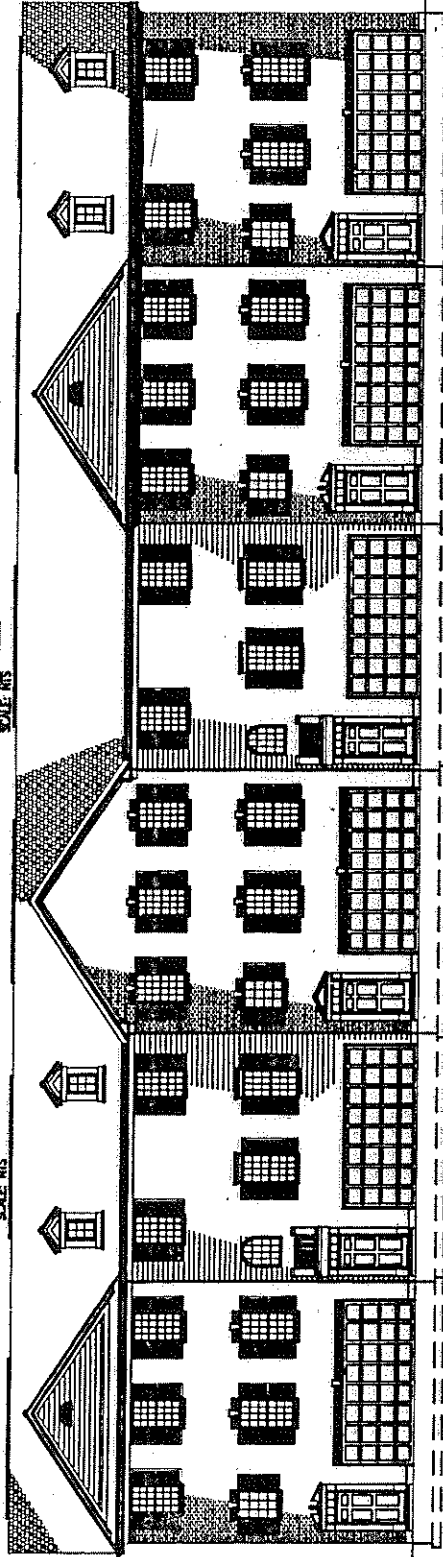
1668 / 1687



1676 / 1687

LEFT SIDE ELEVATION
SCALE: NTS

RIGHT SIDE ELEVATION
SCALE: NTS



1666 / 1687

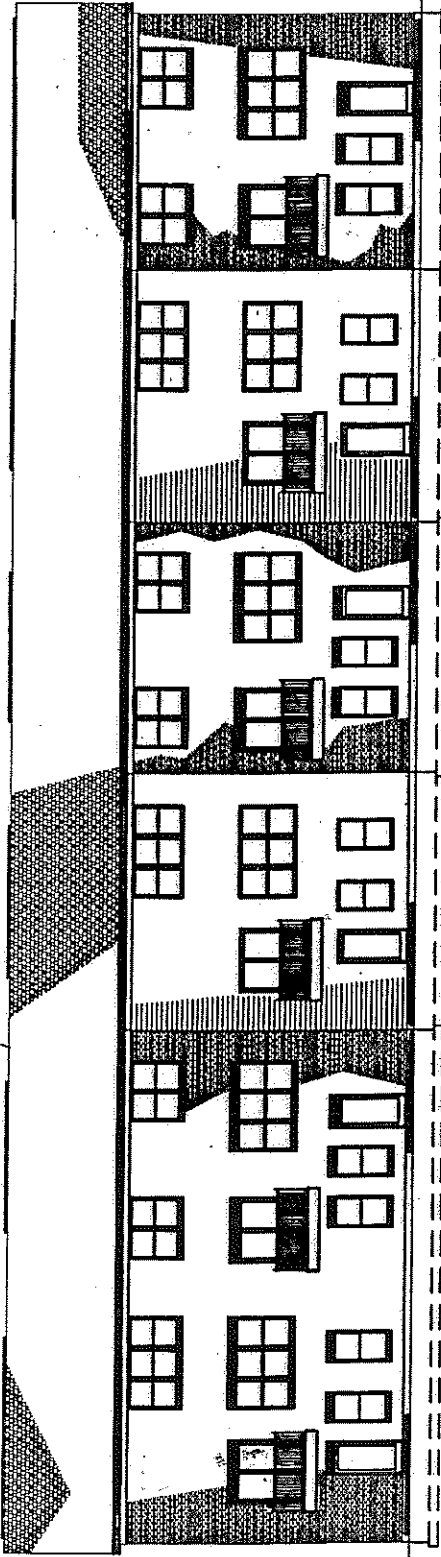
1670 / 1685

1672 / 1683

1674 / 1681

1676 / 1680

1678 / 1687



1674 / 1681

1676 / 1689

1678 / 1693

1680 / 1695

1682 / 1697

1684 / 1699

SECOND AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 3)

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

Montgomery County Auditor

By: Karl J. Krich

Dated: May 11, 2006

PLAT REFERENCE:

Book: 203, Page(s): 23 A-G

SECOND AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 3)

This Second Amendment to Declaration, hereinafter referred to as the "Second Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315D	Book 201, Pages 36A—36E
First Amendment	06-007805D	Book 202, Pages 17A—17G

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

1. Buildings 9 and 10 are three (3) stories in height, each containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9497	9	Placid	1667	10	Tahoe
9499	9	Tahoe	1669	10	Placid
9501	9	Placid	1671	10	Tahoe
9503	9	Tahoe	1673	10	Placid
9505	9	Placid	1675	10	Tahoe
9507	9	Tahoe	1677	10	Placid

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety, and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the ____ day of May, 2006 as evidenced of the below signature and acknowledgment.

DECLARANT

SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 4th day of May, 2006 by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.

Leslie A. Nagel
NOTARY PUBLIC



This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	3.23%	1693	3.44%
1668	3.44%	1695	3.23%
1669	3.44%	1697	3.44%
1670	3.23%	9400	3.44%
1671	3.23%	9402	3.23%
1672	3.44%	9404	3.44%
1673	3.44%	9406	3.23%
1674	3.23%	9408	3.44%
1675	3.23%	9410	3.23%
1676	3.44%	9497	3.44%
1677	3.44%	9499	3.23%
1678	3.23%	9501	3.44%
1687	3.23%	9503	3.23%
1689	3.44%	9505	3.44%
1691	3.23%	9507	3.23%

**DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 3
MONTGOMERY COUNTY, OHIO
CONTAINING 1.198 ACRES
APRIL 12, 2006**

**WOOLPERT, INC.**

409 East Monument Avenue

Dayton, Ohio 45402-1261

937.461.5888

Fax: 937.461.0743

www.woolpert.com

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 1 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 201, page 29 as conveyed to Simms Twin Lakes, LTD., by Instrument Record #05-115631 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of Lot 2 of said Twin Lakes;

thence along the north line of said Lot 2 for the following five (8) courses:

1. North ninety degrees no minutes no seconds East (N90°00'00"E) for a distance of eighty-seven and 29/100 feet (87.29') to a point;
2. North forty-two degrees thirty-two minutes fifty-eight seconds East (N42°32'58"E) for a distance of sixty and 21/100 feet (60.21') to a point;
3. South eighty-six degrees nineteen minutes thirty-one seconds East (S86°19'31"E) for a distance of one hundred eight and 52/100 feet (108.52') to a point;
4. North seventy-one degrees twenty-four minutes four seconds East (N71°24'04"E) for a distance of forty-seven and 50/100 feet (47.50') to a point;
5. North eighteen degrees thirty-five minutes fifty-six seconds West (N18°35'56"W) for a distance of one hundred fifty-nine and 12/100 feet (159.12') to a point;
6. North seventy-six degrees ten minutes fifty-six seconds East (N76°10'56"E) for a distance of one hundred seventy-five and 67/100 feet (175.67') to a point;
7. North fifty-two degrees thirty-one minutes twenty-five seconds East (N52°31'25"E) for a distance of one hundred twenty-two and 05/100 feet (122.05') to a point;
8. North ten degrees thirty-seven minutes forty seconds East (N10°37'40"E) for a distance of eighty-three and 37/100 feet (83.37') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

**Description of Twin Lakes West Condominium
Phase 3 – Units 9 - 10
Washington Township, Ohio**

Page 2

thence across Lot 1 of said Twin Lakes for the following thirteen (13) courses:

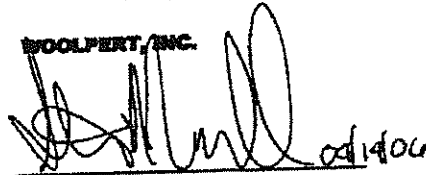
1. North four degrees forty-three minutes thirty-three seconds East (N04°43'33"E) for a distance of thirty-seven and 41/100 feet (37.41') to a point;
2. South eighty-six degrees thirty-two minutes eight seconds West (S86°32'08"W) for a distance of one hundred eighty and 78/100 feet (180.78') to a point;
3. North five degrees twenty-seven minutes fifty-three seconds West (N05°27'53"W) for a distance of one hundred eight and 91/100 feet (108.91') to a point;
4. North eighty-five degrees fifty-eight minutes fifty-nine seconds East (N85°58'59"E) for a distance of one hundred ninety-two and 04/100 feet (192.04') to a point;
5. South four degrees one minute one second East (S04°01'01"E) for a distance of one hundred twelve and 02/100 feet (112.02') to a point;
6. South eighty-four degrees eight minutes forty seconds East (S84°08'40"E) for a distance of one hundred seven and 47/100 feet (107.47') to a point;
7. North three degrees fifty-four minutes thirteen seconds East (N03°54'13"E) for a distance of eighty-seven and 23/100 feet (87.23') to a point;
8. South eighty-six degrees five minutes forty-seven seconds East (S86°05'47"E) for a distance of one hundred forty-four and 05/100 feet (144.05') to a point;
9. South four degrees twelve minutes forty-six seconds West (S04°12'46"W) for a distance of one hundred eighty-three and 68/100 feet (183.68') to a point;
10. North eighty degrees fifty-five minutes seventeen seconds West (N80°55'17"W) for a distance of one hundred seventy-eight and 03/100 feet (178.03') to a point;
11. North nine degrees eighteen minutes fifty-three seconds East (N09°18'53"E) for a distance of thirty-six and 04/100 feet (36.04') to a point;
12. North thirty-five degrees ten minutes seventeen seconds West (N35°10'17"W) for a distance of twelve and 25/100 feet (12.25') to a point;

**Description of Twin Lakes West Condominium
Phase 3 - Units 9 - 10
Washington Township, Ohio**

13. North eighty-five degrees no minutes thirty-four seconds West (N85°00'34"W) for a distance of seventy-eight and 03/100 feet (78.03') to the **TRUE POINT OF BEGINNING**, containing 1.198 acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Iron pins set are 5/8" rebar, 30" in length, with a plastic plug placed on top inscribed with the name "WOOLPERT INC", unless otherwise noted. All monuments found are in good condition unless otherwise noted.

This description was prepared from a field survey performed by Woolpert, Inc. under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in P.B. 158, Page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, Page 33A.

WOOLPERT, INC.

Steven W. Newell
Ohio Professional Surveyor #7212



Date: April 14, 2009

State of Ohio, President, being duly sworn, do hereby certify that the person named in this deed of conveyance or an instrument, have united in the execution of the same.

GRAND TWIN LAKES WEST, LTD
OWNER

Charles H. Strawn
Governor of Ohio

In testimony whereof, I have hereunto set my hand and official seal on this day and date above written.
John A. Meyer
Notary Public in and for the State of Ohio
My Commission expires April 1, 2009

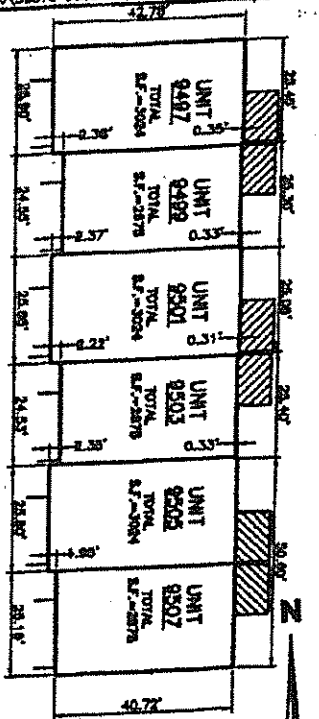
State of Ohio,
I am prepared and on this day of April, 2009 before me, the undersigned, a Notary Public in and for the State of Ohio, to certify that the person named in this deed of conveyance or an instrument, have united in the execution of the same. I have hereunto set my hand and official seal on this day and date above written.
John A. Meyer
Notary Public in and for the State of Ohio
My Commission expires April 1, 2009

EXHIBIT B

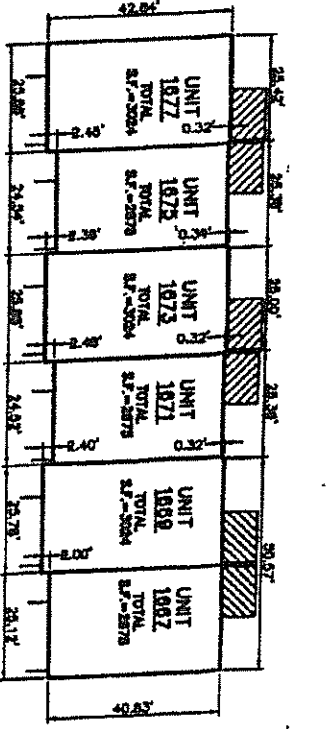
Witnessed by me on this day of April, 2009 before me, the undersigned, a Notary Public in and for the State of Ohio, to certify that the person named in this deed of conveyance or an instrument, have united in the execution of the same. I have hereunto set my hand and official seal on this day and date above written.
John A. Meyer
Notary Public in and for the State of Ohio
My Commission expires April 1, 2009

John A. Meyer
Notary Public in and for the State of Ohio
My Commission expires April 1, 2009

John A. Meyer
Notary Public in and for the State of Ohio
My Commission expires April 1, 2009



BUILDING NO. 9
NTS



BUILDING NO. 10
NTS

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
Units common elements are shown on plan
Unit Area

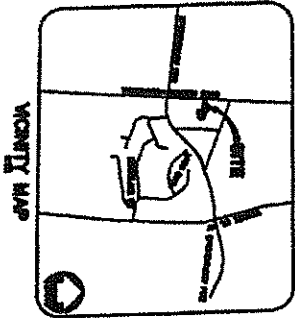
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 3

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 301, PAGE 29 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 3, RANGE 3 M. & M.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.188 ACRES
MARCH 2008



PREPARED BY:
WOODLARK



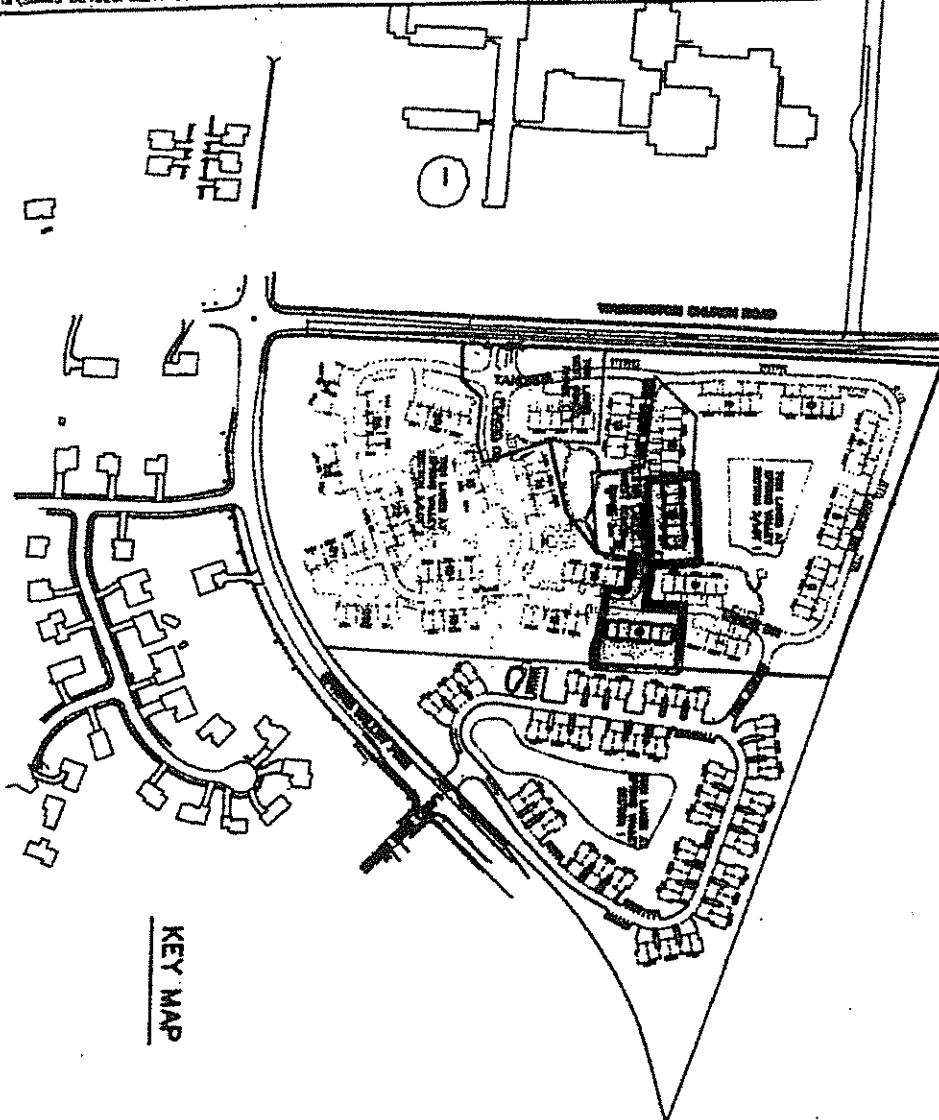
DESCRIPTION
The within Condominium Plan is Part of Lot 1 as recorded in Plat Book 301, Page 29 in the Plat Records of Montgomery County, Ohio, containing 1.188 acres as surveyed by the Grand Survey of the State of Ohio, as recorded in the Plat Records of Montgomery County, Ohio, in the Book of Plat Records of Montgomery County, Ohio, No. 118788 in the Book of Plat Records of Montgomery County, Ohio.



By: *[Signature]*
John A. Pittsler
Ohio Professional Engineer #42913
APPROVED DESCRIPTION ONLY
DATE: 4/14/09
DATE: 4/14/09
DATE: 4/14/09

ENGINEER'S CERTIFICATION
I have developed accurately these graphics in accordance with the requirements of the building code and applicable laws and regulations.

CHECKED BY: _____
DATE: _____
FILE NO. _____



KEY MAP

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 3**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 N.R. 4,
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO

CONTAINING 1.188 ACRES
MARCH 2004

PREPARED BY:

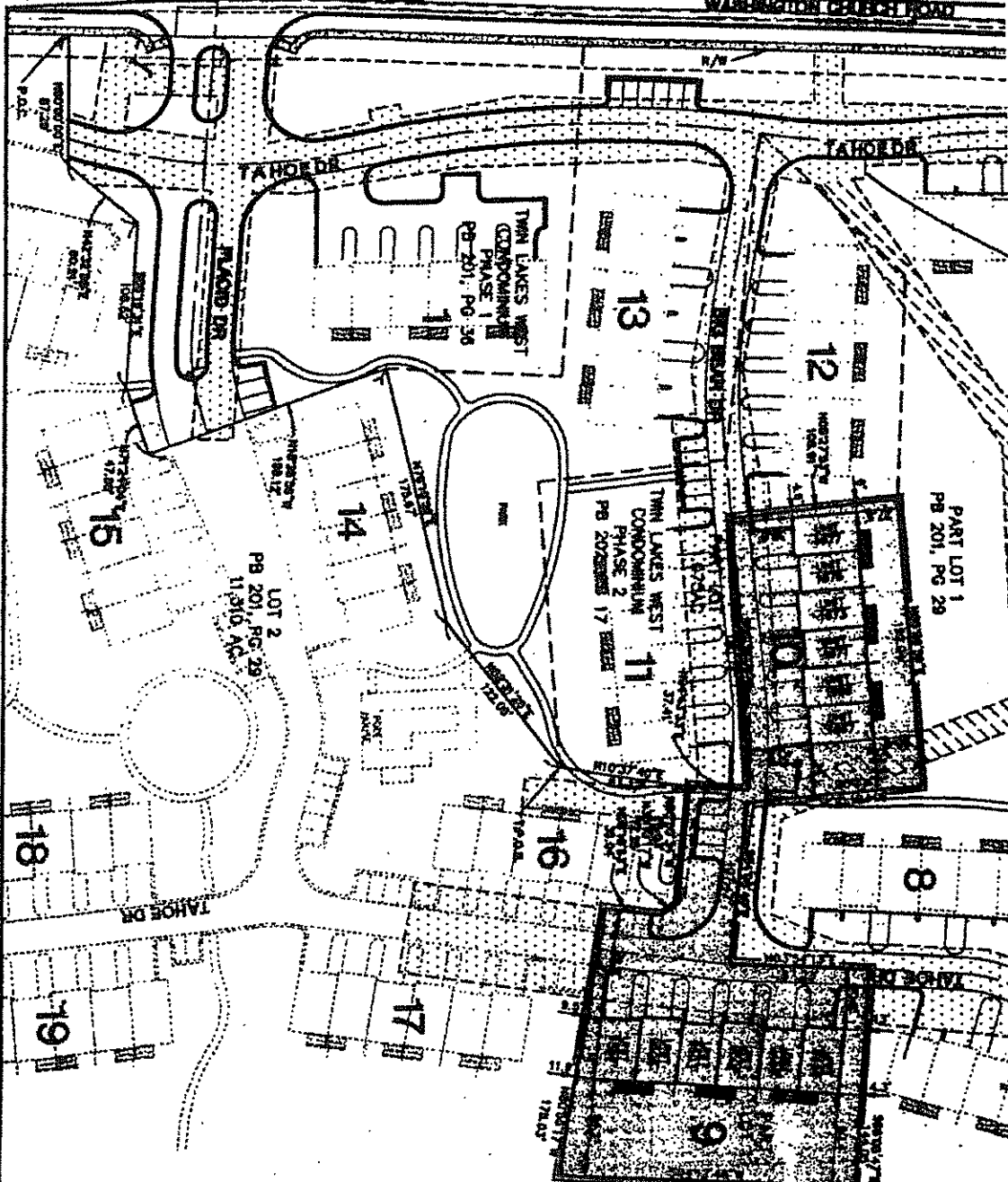


400 E. BANGOR AVE.
MONTGOMERY, OHIO 45326
TEL: 513.281.1000
FAX: 513.281.1000

BEARINGS ARE BASED ON THE ESTATES
OF SILVERCREEK SECTION ONE AS
RECORDED IN P.S. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.S. 158, PG. 33A



GRAPHIC SCALE IN FEET
PART 2 OF 2



CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 3

BEING PART OF LOT 1 OF TWIN LAKES
 AT SPRING VALLEY SECTION 2 AS
 RECORDED IN PLAT BOOK 201,
 PAGE 29 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.R.L.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 1198 ACRES
 MARCH 2006
 PREPARED BY:



446 E. Montgomery Ave.
 Dayton, Ohio 45424
 937.233.8888
 FAX 937.233.8888

BEARINGS ARE BASED ON THE ESTATES
 OF SILVERCREEK SECTION ONE AS
 RECORDED IN P.B. 156, PG. 15 AND THE
 ESTATES OF SILVERCREEK SECTION TWO
 AS RECORDED IN P.B. 168, PG. 33A



LEGEND

- GENERAL UTILITY EXHIBITION
- RETIRED AND OTHER EXHIBITION
- SET BACK FROM PAVEMENT
- SET FROM PAVEMENT
- FOUND FROM PAVEMENT

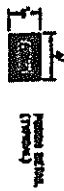
GRAPHIC SCALE IN FEET

0 50 100 150

INDICATES UNITED COMMON ELEMENTS FOR PORCH AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASUREMENT
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 3**

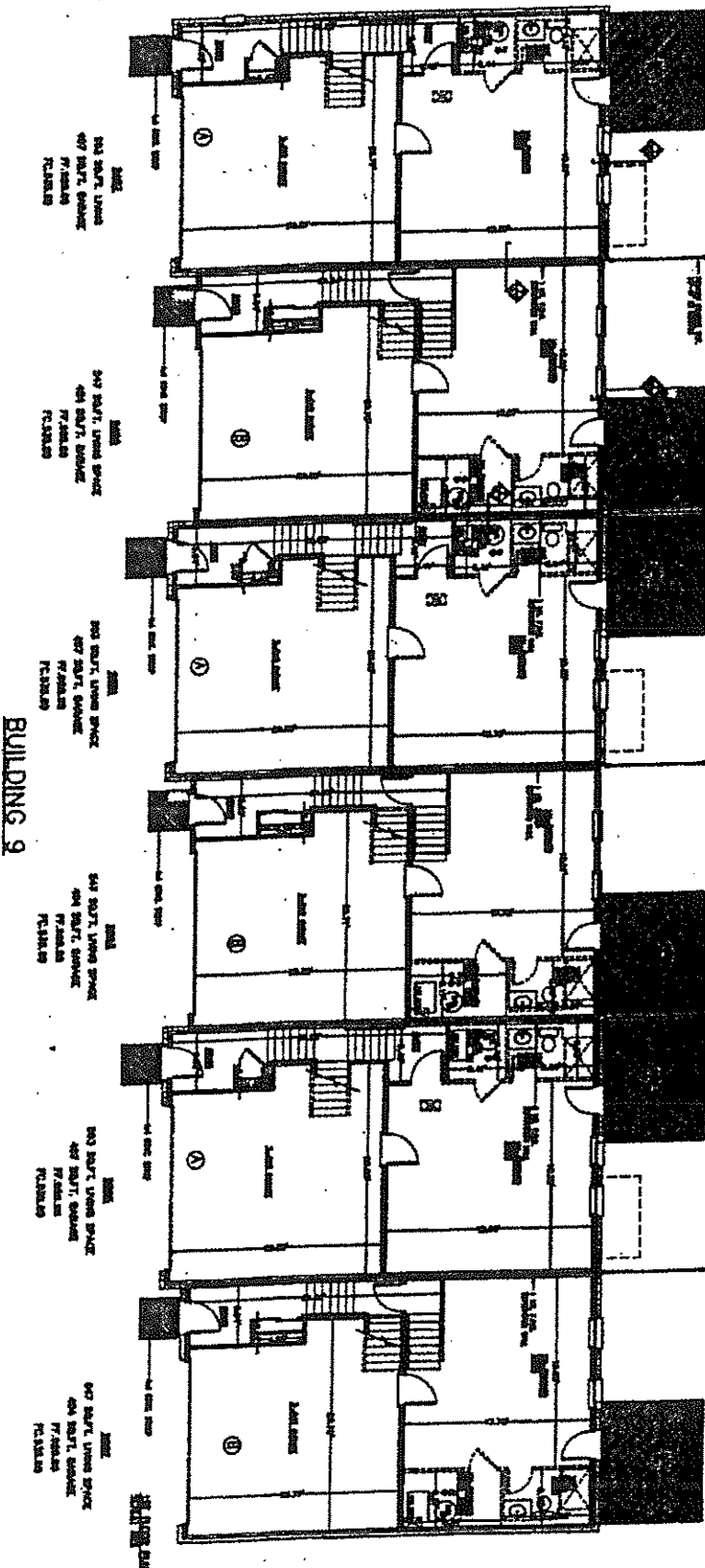
BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 28 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 N.R.A.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 1,186 ACRES
MARCH 2006



PREPARED BY:

400 S. HARRISBURG AVE.
MONTGOMERY, OHIO 45326
937.233.3333
FAX 937.233.3333



BUILDING 9

SHEET 4 OF 8 CONDO & COMMON

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM**

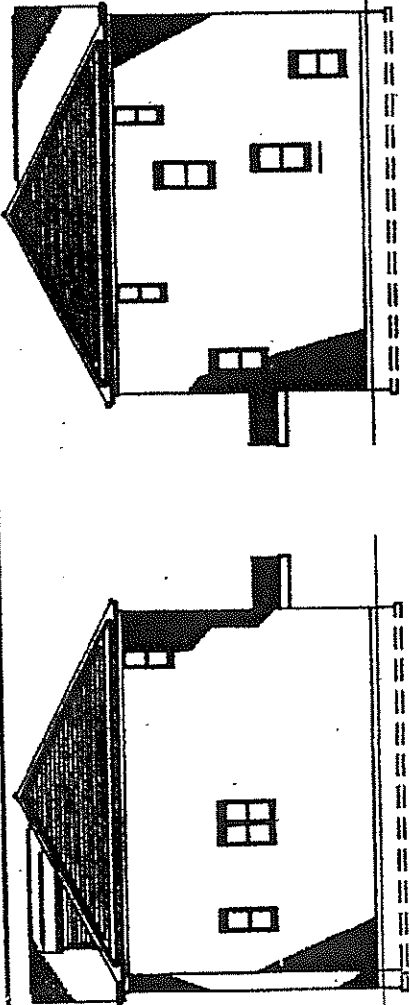
PHASE 3

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 28 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.198 ACRES
MARCH 2008

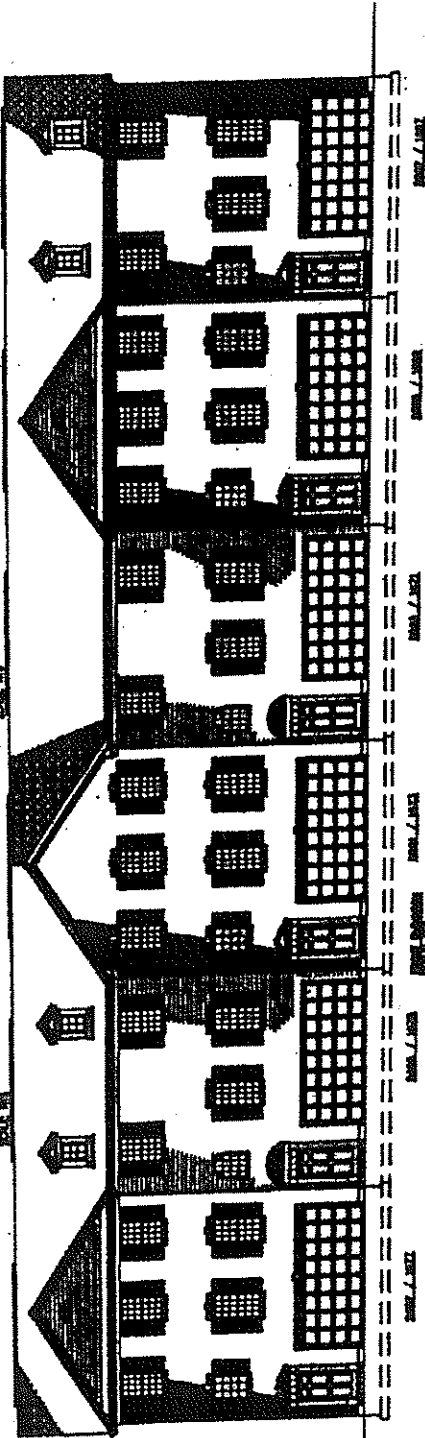
PREPARED BY:

400 S. MONTGOMERY AVE.
MAYFIELD CSD 45404
SPRINGFIELD
OHIO 45504-1715



SHEET 7.1.1012

SHEET 7.1.1011



SHEET 7.1.1015

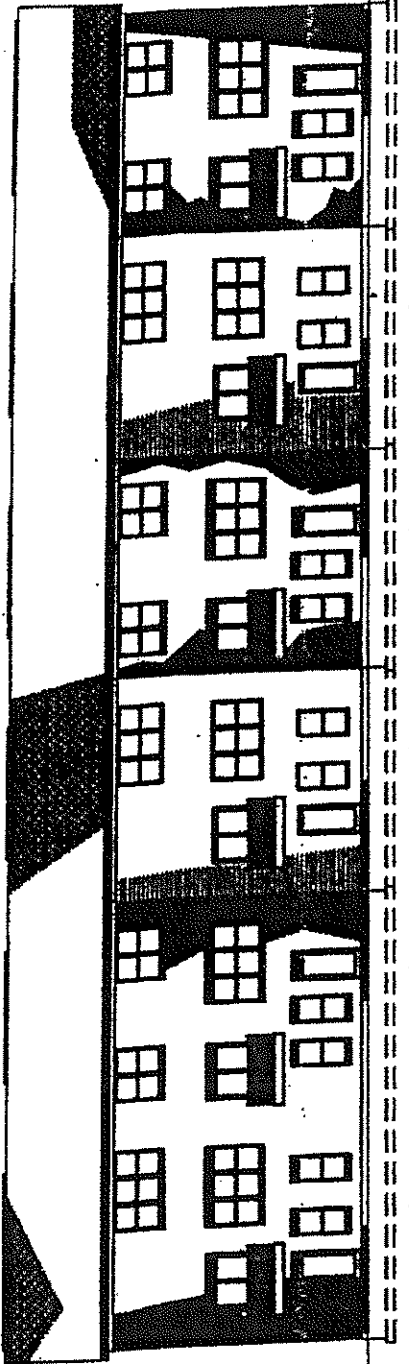
SHEET 7.1.1014

SHEET 7.1.1013

SHEET 7.1.1012

SHEET 7.1.1011

SHEET 7.1.1010



SHEET 7.1.1017

SHEET 7.1.1016

SHEET 7.1.1015

SHEET 7.1.1014

SHEET 7.1.1013

SHEET 7.1.1012

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 3**

BECING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 28 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

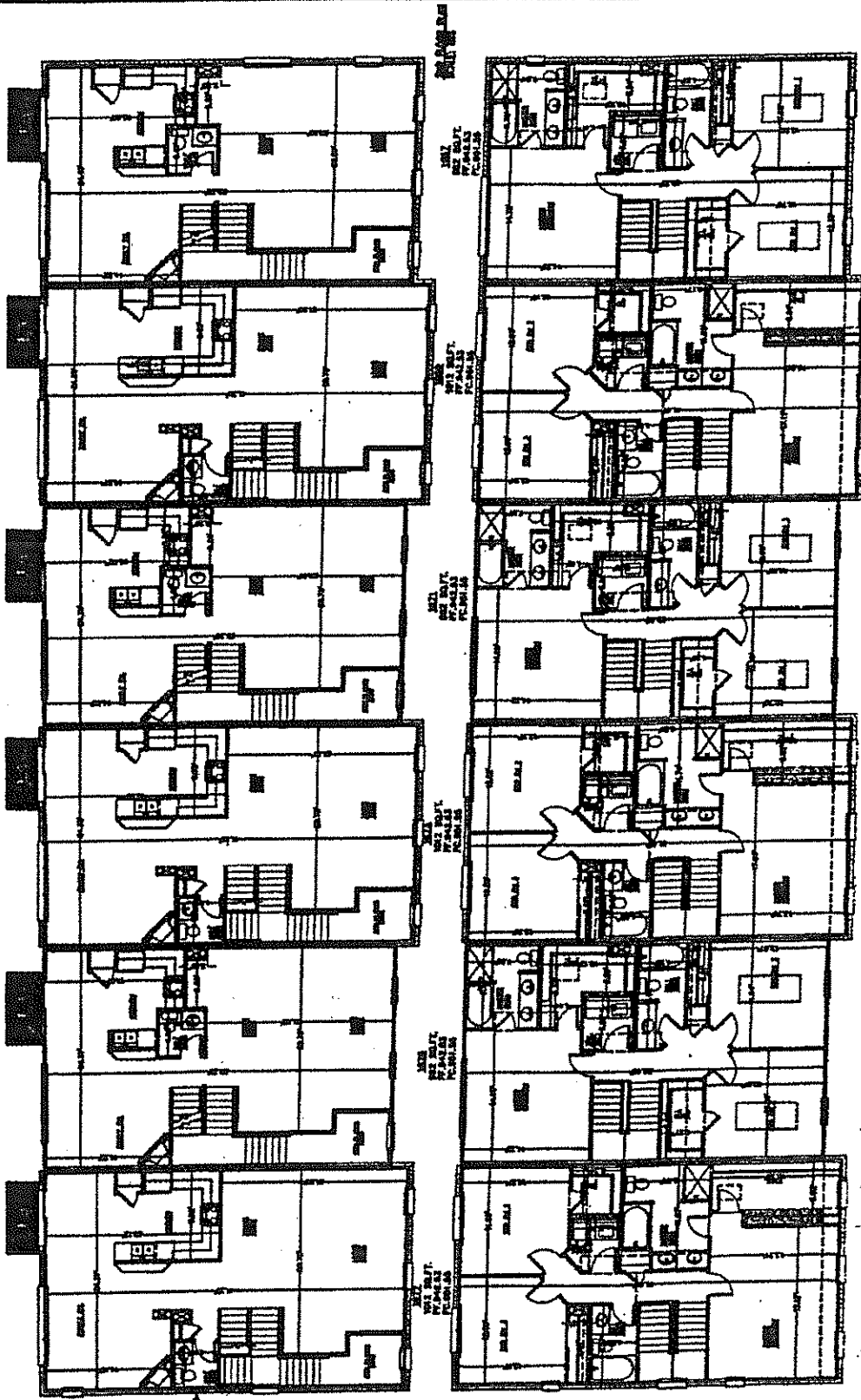
LOCATED IN:
SECTION 5, TOWN 2, RANGE 6, N. 1/4,
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.196 ACRES
MARCH 2006

PREPARED BY:
AND A UNIVERSITY ARE
SOLUTIONS AND DESIGN
INC./LLP
P.O. BOX 1000
COLUMBUS, OHIO 43261-1000

INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASUREMENTS
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



BUILDING 10

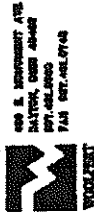
UNIT 101
UNIT 102
UNIT 103
UNIT 104
UNIT 105
UNIT 106
UNIT 107
UNIT 108
UNIT 109
UNIT 110
UNIT 111
UNIT 112
UNIT 113
UNIT 114
UNIT 115
UNIT 116
UNIT 117
UNIT 118
UNIT 119
UNIT 120

SHEET 7 OF 8 ORDER # 020719

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 3**

BING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

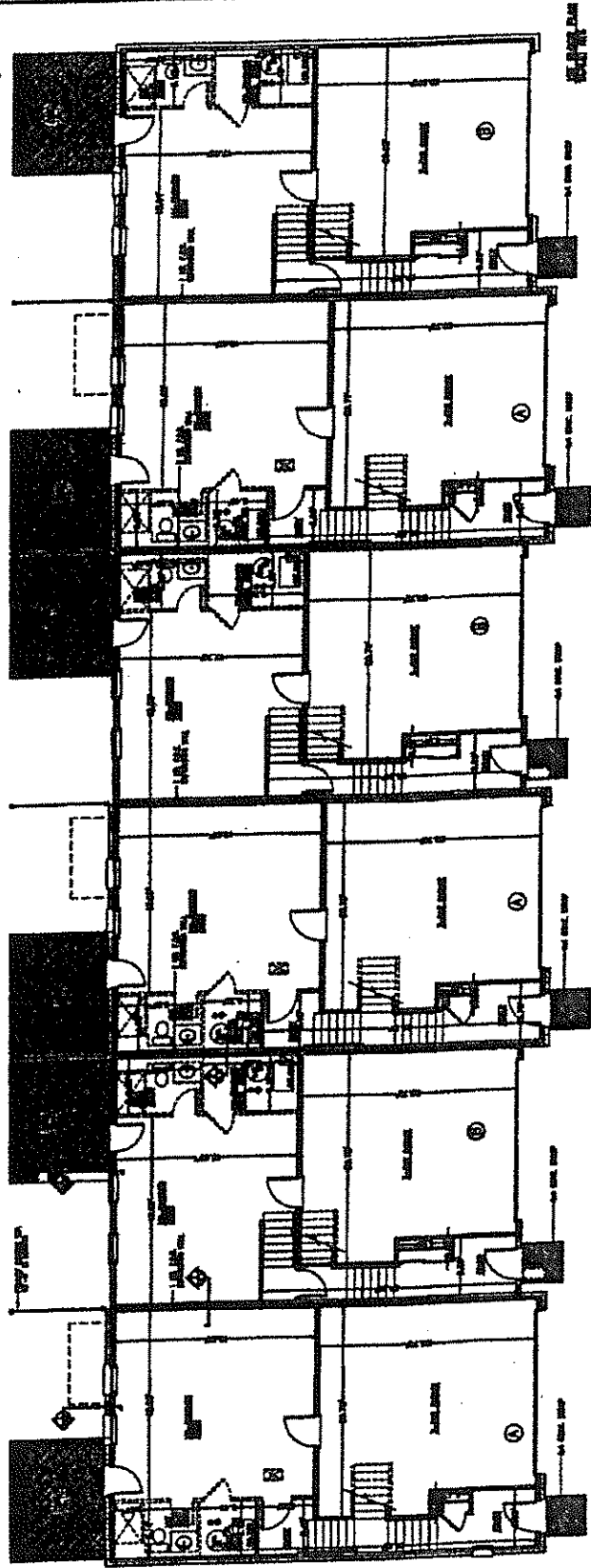
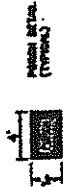
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 N.R.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 1.188 ACRES
MARCH 2008
PREPARED BY:



INDICATES LIMITED COMMON
ELEMENTS FOR PORCH AND PATIO

NOTES
1. ALL BUILDINGS IN THIS PHASE
WERE BUILT PER PLAN AND FIELD
MEASUREMENTS

2. NO UNITS HAD FIREPLACES AT
THE TIME THE MEASUREMENTS
WERE RECORDED



UNIT 101 847 SQ. FT. LIVING SPACE
100 SQ. FT. GARAGE
PHASE 3
FCM101

UNIT 102 847 SQ. FT. LIVING SPACE
100 SQ. FT. GARAGE
PHASE 3
FCM102

UNIT 103 847 SQ. FT. LIVING SPACE
100 SQ. FT. GARAGE
PHASE 3
FCM103

UNIT 104 847 SQ. FT. LIVING SPACE
100 SQ. FT. GARAGE
PHASE 3
FCM104

UNIT 105 847 SQ. FT. LIVING SPACE
100 SQ. FT. GARAGE
PHASE 3
FCM105

BUILDING 10

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 3**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.,
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.198 ACRES
MARCH 2006

PREPARED BY:

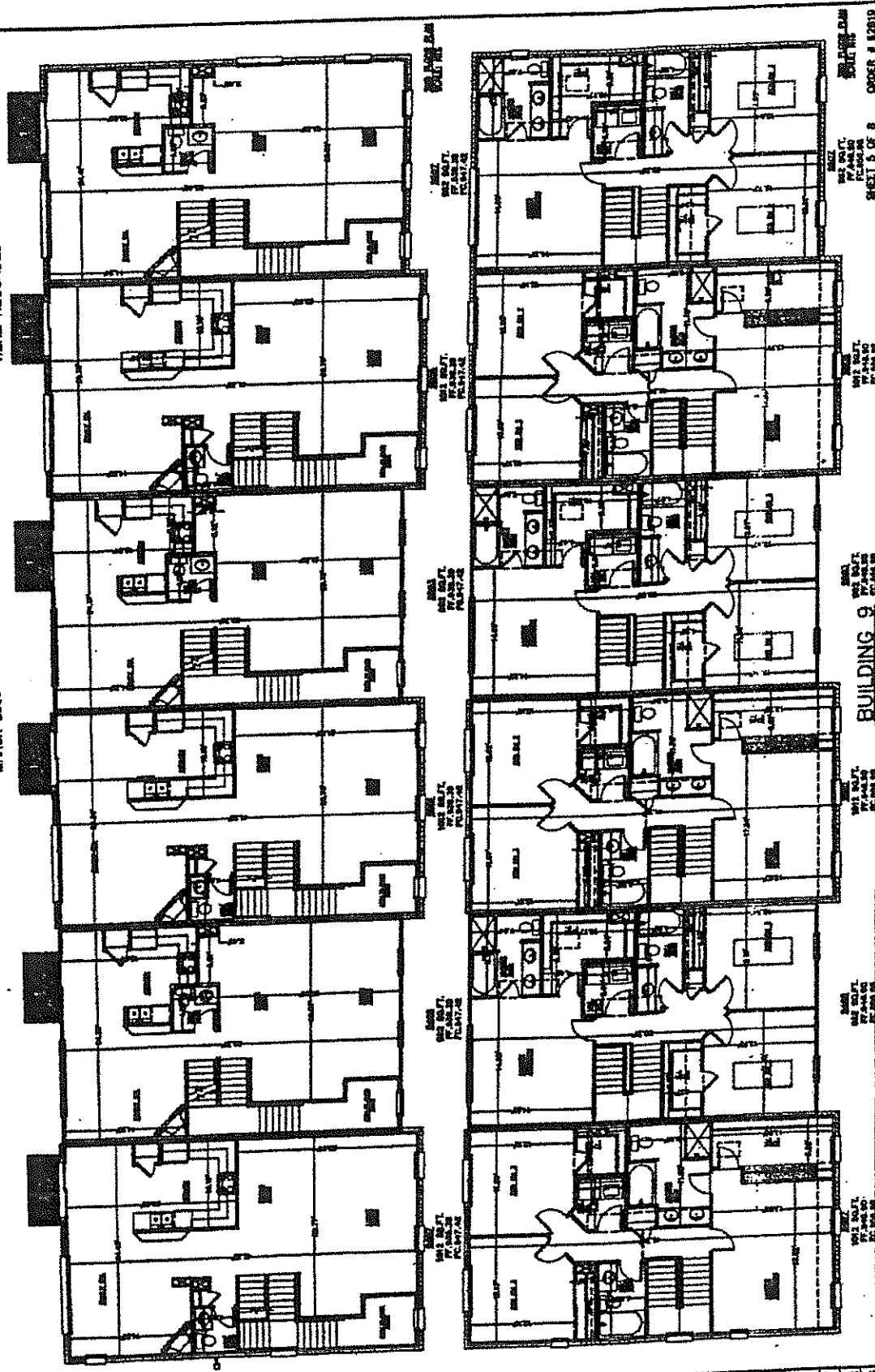
440 E. BROADWAY
SUITE 200
COLUMBUS, OHIO 43215



INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASUREMENTS
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



BUILDING 9

ORDER # 12010

15

THIRD AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 4)

NO TRANSFER NEEDED
06 SEP -7 PM 12: 29
KARL L. KEITH
AUDITOR

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

Montgomery County Auditor

By: Karl L. Keith

Dated: September 7, 2006

PLAT REFERENCE:

Book: 204, Page(s): 26-266

Box

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

315700

9/25/06 12:43:13
COND-06-082974-0016
Montgomery County
Judy Dodge Recorder

THIRD AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 4)

This Third Amendment to Declaration, hereinafter referred to as the "Third Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315D	Book 201, Pages 36A—36E
First Amendment	06-007805D	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

2. Declarant is the owner of Parcel B, together with all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property

existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Articles XVII and XXVI of the Declaration by the following:

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

(c) Buildings 7 and 8 are three (3) stories in height, each containing a total of six (6) Units.

C. Section 5.02 of the Declaration is hereby amended by deleting subsections (a) and (b) in their entirety and replacing said subsections as follows:

(a) Placid is a two (2) story townhouse with a lower level containing approximately 3,024 square feet, including the garage.

(b) Tahoe is a two (2) story townhouse with a lower level containing approximately 2,875 square feet, including the garage.

D. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9481	7	Placid	9486	8	Tahoe
9483	7	Tahoe	9488	8	Placid
9485	7	Placid	9490	8	Tahoe
9487	7	Tahoe	9492	8	Placid
9489	7	Placid	9496	8	Tahoe
9491	7	Tahoe	9498	8	Placid

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety, and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 31st day of August, 2006 as evidenced of the below signature and acknowledgment.

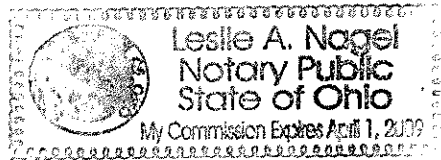
DECLARANT

SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)



The foregoing instrument was acknowledged before me this 31st day of August, 2006 by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.

Leslie A. Nagel
NOTARY PUBLIC

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	2.321%	9406	2.321%
1668	2.441%	9408	2.441%
1669	2.441%	9410	2.321%
1670	2.321%	9481	2.441%
1671	2.321%	9483	2.321%
1672	2.441%	9485	2.441%
1673	2.441%	9486	2.321%
1674	2.321%	9487	2.321%
1675	2.321%	9488	2.441%
1676	2.441%	9489	2.441%
1677	2.441%	9490	2.321%
1678	2.321%	9491	2.321%
1687	2.321%	9492	2.441%
1689	2.441%	9496	2.321%
1691	2.321%	9497	2.441%
1693	2.441%	9498	2.441%
1695	2.321%	9499	2.321%
1697	2.441%	9501	2.441%
9400	2.441%	9503	2.321%
9402	2.321%	9505	2.441%
9404	2.441%	9507	2.321%



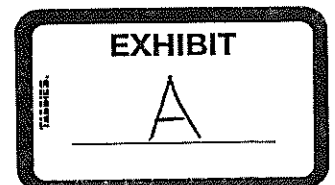
DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM AT SPRING VALLEY
PHASE 4 WEST
PART OF PART LOT 1
MONTGOMERY COUNTY, OHIO
CONTAINING 1.717 ACRES
JULY 18, 2006

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

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Part Lot 1 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 201, page 29 as conveyed to Simms Twin Lakes, LTD., by Instrument Record #05-115631 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of Lot 2 of said Twin Lakes;
thence along the north line of said Lot 2 for the following thirteen (13) courses:

1. North ninety degrees no minutes no seconds East (N90°00'00"E) for a distance of eighty-seven and 29/100 feet (87.29') to a point;
2. North forty-two degrees thirty-two minutes fifty-eight seconds East (N42°32'58"E) for a distance of sixty and 21/100 feet (60.21') to a point;
3. South eighty-six degrees nineteen minutes thirty-one seconds East (S86°19'31"E) for a distance of one hundred eight and 52/100 feet (108.52') to a point;
4. North seventy-one degrees twenty-four minutes four seconds East (N71°24'04"E) for a distance of forty-seven and 50/100 feet (47.50') to a point;
5. North eighteen degrees thirty-five minutes fifty-six seconds West (N18°35'56"W) for a distance of one hundred fifty-nine and 12/100 feet (159.12') to a point;
6. North seventy-six degrees ten minutes fifty-six seconds East (N76°10'56"E) for a distance of one hundred seventy-five and 67/100 feet (175.67') to a point;
7. North fifty-two degrees thirty-one minutes twenty-five seconds East (N52°31'25"E) for a distance of one hundred twenty-two and 05/100 feet (122.05') to a point;



2006-0409

8. North ten degrees thirty-seven minutes forty seconds East (N10°37'40"E) for a distance of eighty-three and 37/100 feet (83.37') to a point;

Thence leaving said north line along the south line of Twin Lake West Condominium Phase 3 as recorded in Plat Book 203, page 23, on the following five (5) courses:

1. South eighty-five degrees no minutes thirty-four seconds East (S85°00'34"E) for a distance of seventy-eight and 03/100 feet (78.03') to a point;
2. South thirty-five degrees ten minutes seventeen seconds East (S35°10'17"E) for a distance of twelve and 25/100 feet (12.25') to a point;
3. South nine degrees eighteen minutes fifty-three seconds West (S09°18'53"W) for a distance of thirty-six and 04/100 feet (36.04') to a point;
4. South eighty degrees fifty-five minutes seventeen seconds East (S80°55'17"E) for a distance of one hundred seventy-eight and 03/100 feet (178.03') to a point;
5. North four degrees twelve minutes forty-six seconds East (N04°12'46"E) for a distance of one hundred eighty-three and 68/100 feet (183.68') to the northeast corner of Twin Lakes West Condominium Phase 3 as recorded in Plat Book 203, page 23, said point being the **TRUE POINT OF BEGINNING** the herein described tract of land;

Thence along the north and east lines of said Phase 3 for the following Four (4) courses:

1. North eighty-six degrees five minutes forty-seven seconds West (N86°05'47"W) for a distance of one hundred forty-four and 05/100 feet (144.05') to a point;
2. South three degrees fifty-four minutes thirteen seconds West (S03°54'13"W) for a distance of eighty-seven and 23/100 feet (87.23') to a point;
3. North eighty-four degrees eight minutes forty seconds West (N84°08'40"W) for a distance of one hundred seven and 47/100 feet (107.47') to a point;
4. North four degrees one minute one second West (N04°01'01"W) for a distance of one hundred twelve and 02/100 feet (112.02') to a point;

Thence across said Part Lot 1 North three degrees fifty-two minutes and thirty-seven seconds East (N03°52'37"E) for a distance of ninety-three and 07/100 feet (93.07') to a point;

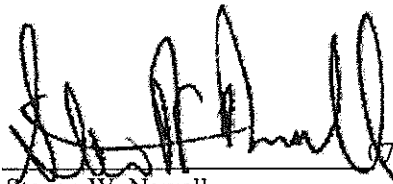
Twin Lakes West Phase 4
July 18, 2006
Page 3

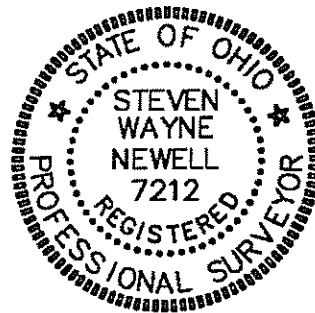
Thence continuing across said Part Lot 1 North fifty one degrees twenty-two minutes and forty-one seconds East (N51°22'41"East) for a distance of three hundred and sixty-four and 90/100 feet (364.90') to a point at the northwest corner of Twin Lakes at Spring Valley Section 1;

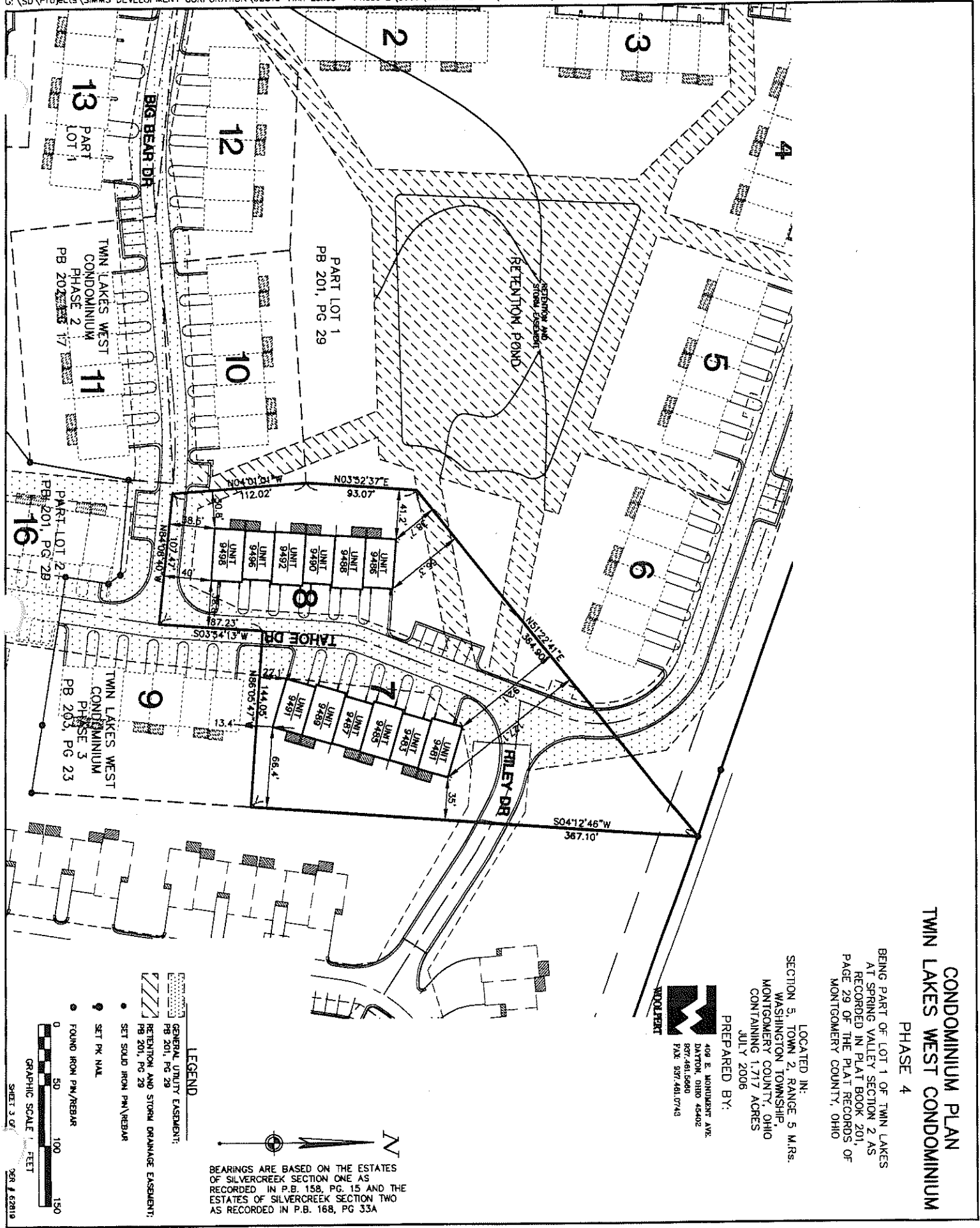
Thence along the west line of Twin lakes at Spring Valley Section 1, South four degrees twelve minutes and forty-six seconds West (S04°12'46"W) for a distance of three hundred and sixty-seven and 10/100 feet (367.10') to the **TRUE POINT OF BEGINNING**, containing one and 717/1000 (1.717) acres more or less.

This description was prepared from a field survey performed by Woolpert, Inc., in October, 2005, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

WOOLPERT, INC.


7/18/06
Steven W. Newell
Ohio Professional Surveyor #7212











CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 4

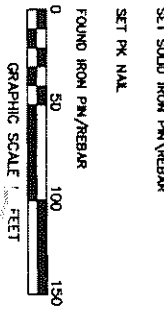
BEING PART OF LOT 1 OF TWIN LAKES
 AT SPRING VALLEY SECTION 2 AS
 RECORDED IN PLAT BOOK 201,
 PAGE 29 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.R.S.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 1.717 ACRES
 JULY 2006

PREPARED BY:

 409 E. MONUMENT AVE.
 DAYTON, OHIO 45402
 937.461.5660
 FAX: 937.461.0743

- LEGEND**
-  GENERAL UTILITY EASEMENT:
PB 201, PG 29
 -  RETENTION AND STORM DRAINAGE EASEMENT:
PB 201, PG 29
 -  SET SOLID IRON Pn/VeBAR
 -  SET Pn NAIL
 -  FOUND IRON Pn/VeBAR

BEARINGS ARE BASED ON THE ESTATES
 OF SILVERCREEK SECTION ONE AS
 RECORDED IN P.B. 158, PG. 15 AND THE
 ESTATES OF SILVERCREEK SECTION TWO
 AS RECORDED IN P.B. 168, PG. 33A



Date: July 25, 2006
 State of Ohio,
 Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as lessholders, have united in its execution.

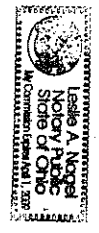
CHARLES H. SIMMS, President
 Charles H. Simms, President



Notary Public in and for State of Ohio
 My Commission expires: April 1, 2009

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

State of Ohio,
 As it is remembered that on this 25th day of July, 2006 before me, the undersigned, a Notary Public in and for the State, personally came Charles H. Simms, President of Charles H. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.



Notary Public in and for State of Ohio
 My Commission expires: April 1, 2009

Signed on the date set forth in acknowledgment:

"Mortgagee" Fifth Third Bank
 By: Frank Camp

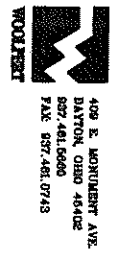
State of Ohio,
 Be it remembered that on this 25th day of July, 2006 before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Fifth Third Bank, by Frank Camp, its authorized agent, known, and acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Notary Public in and for State of Ohio
 My Commission expires: April 1, 2009

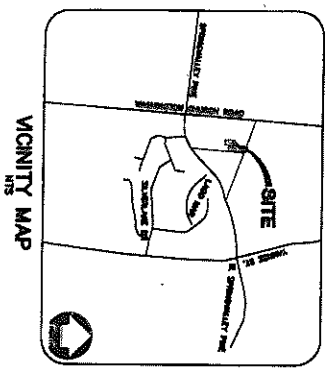
CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 4

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 29 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.R.S.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 1.717 ACRES
 JULY 2006



PREPARED BY:



DESCRIPTION
 The within Condominium Plan is Part of Lot 1 as recorded in Plat Book 201, Page 29 in the Plat Records of Montgomery County, Ohio, containing 1.717 acres as conveyed to Simms Twin Lakes West, LTD., as recorded in Instrument Record Number 05-116786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately show the location of the improvements and recorded easements on the real property.

By: [Signature]
 Ohio Professional Surveyor #7212
 DATE: 7/11/06

ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, improvements and buildings.

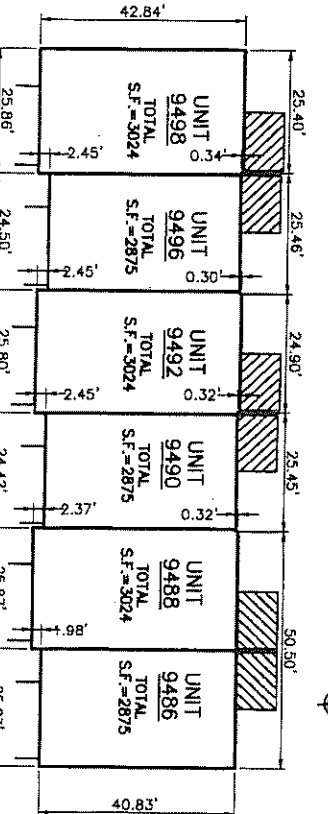
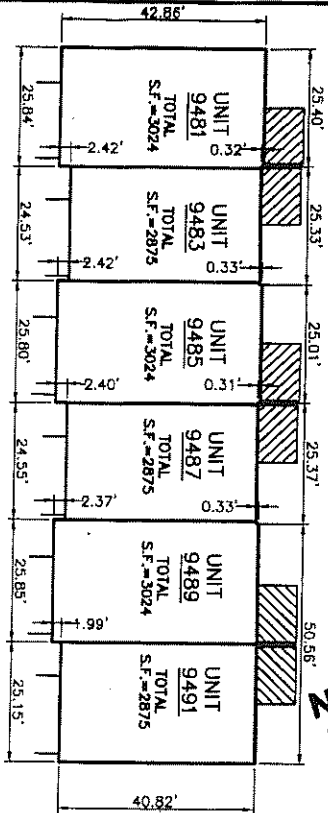
By: [Signature]
 Ohio Professional Engineer #63137
 DATE: 7/11/06



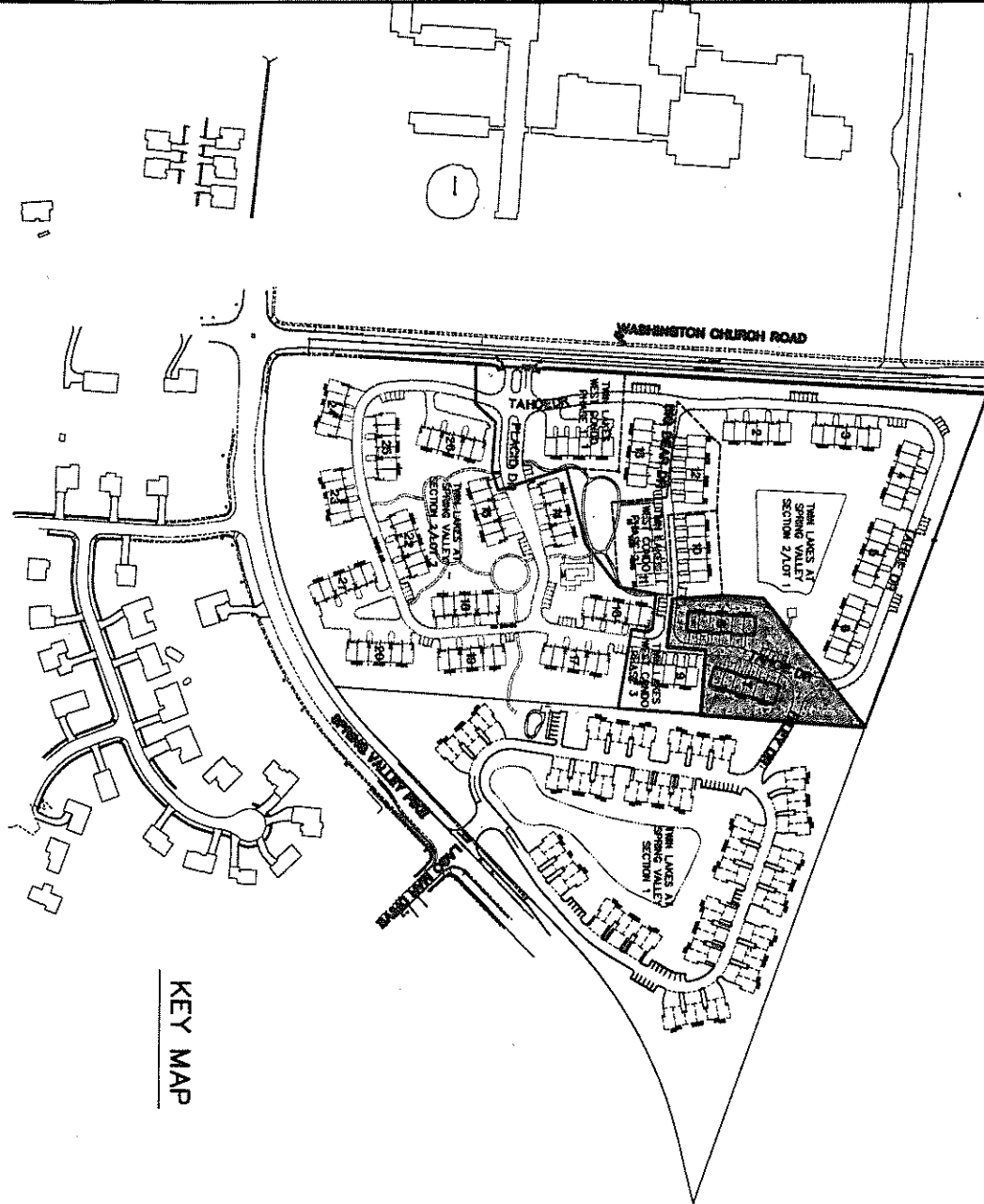
APPROVED DESCRIPTION ONLY
 MONTGOMERY COUNTY ENGINEER
 DATE: 7/11/06

CHECKED BY: _____ FILE NO. _____

EXHIBIT
B



NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
 LIMITED COMMON ELEMENTS FOR PORCH OR PORCH UNIT AREA



KEY MAP

**TWIN LAKES WEST CONDOMINIUM
CONDOMINIUM PLAN
PHASE 4**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.717 ACRES
JULY 2006

PREPARED BY:

WOOLBERT
408 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.481.5880
FAX: 937.481.0743

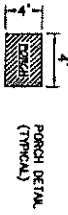
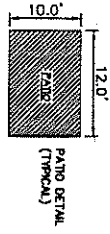
BEARINGS ARE BASED ON THE ESTATES
OF SILVERCREEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.B. 168, PG 33A



INDICATES LIMITED COMMON ELEMENTS FOR PORCH AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



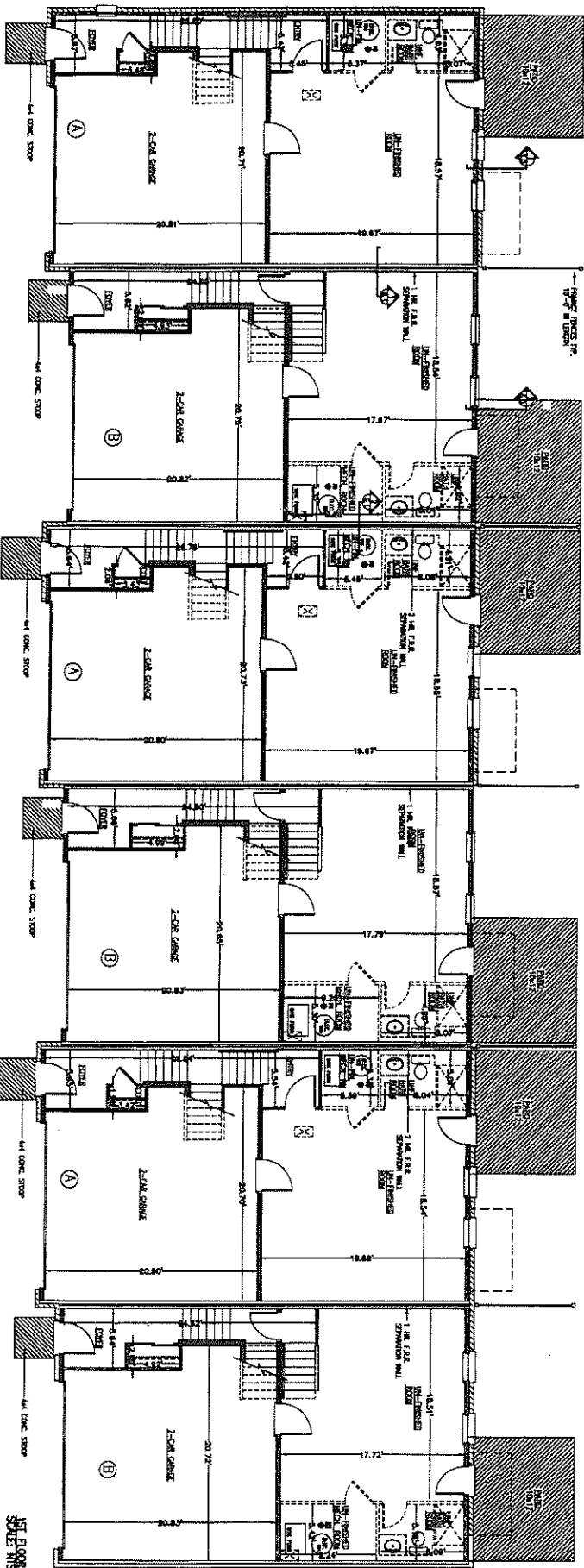
**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM**

PHASE 4

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 29 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.777 ACRES
JULY 2006

PREPARED BY:
WOODPORT
408 E. MONUMENT AVE.
DAYTON, OHIO 45402
857.481.5860
FAX: 857.481.0743



543 SQ.FT. LIVING SPACE
407 SQ.FT. GARAGE
FT. 925.74
FC.933.90

547 SQ.FT. LIVING SPACE
404 SQ.FT. GARAGE
FT. 925.74
FC.933.90

543 SQ.FT. LIVING SPACE
407 SQ.FT. GARAGE
FT. 925.74
FC.933.90

547 SQ.FT. LIVING SPACE
404 SQ.FT. GARAGE
FT. 925.74
FC.933.90

543 SQ.FT. LIVING SPACE
407 SQ.FT. GARAGE
FT. 925.74
FC.933.90

547 SQ.FT. LIVING SPACE
404 SQ.FT. GARAGE
FT. 925.74
FC.933.90

BUILDING 7

1ST FLOOR PLAN



INDICATES LIMITED COMMON ELEMENTS FOR PORCH AND PATIO

CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM

PHASE 4

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
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PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO

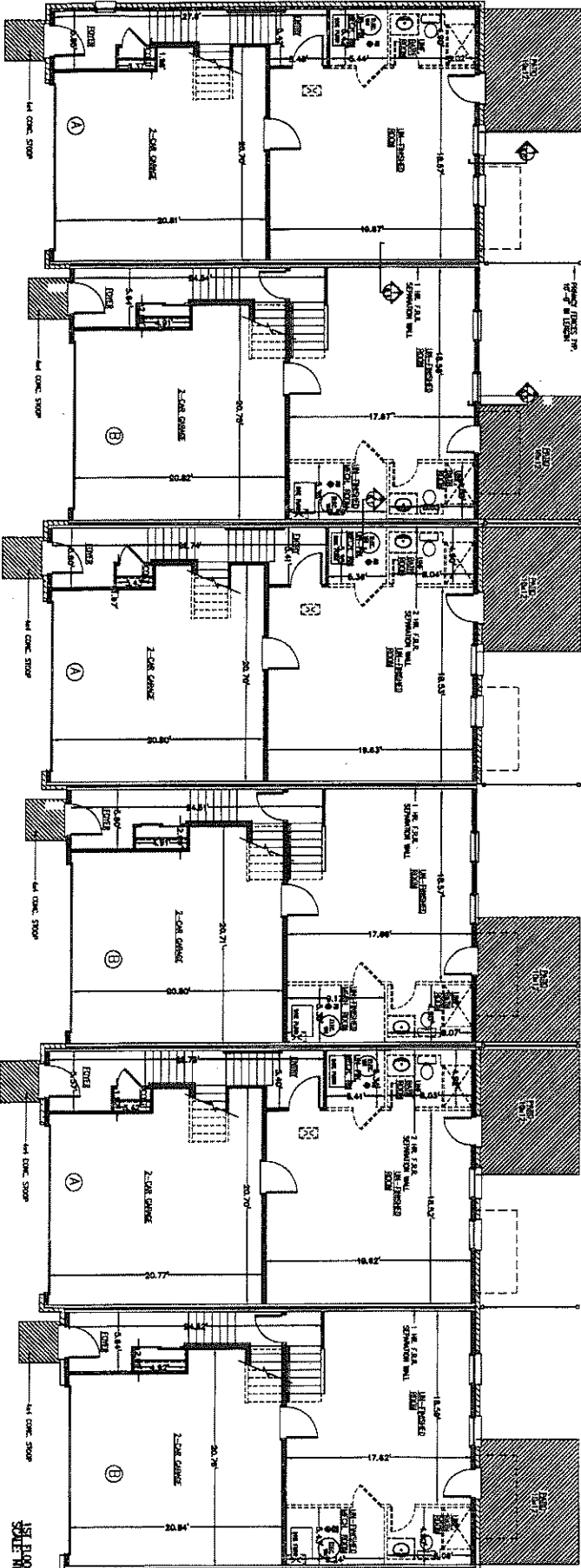
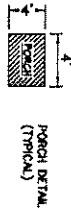
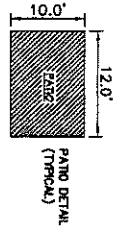
CONTAINING 1.717 ACRES
JULY 2006

PREPARED BY:

WOODBERT
408 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
597.461.9860
FAX 597.461.0743

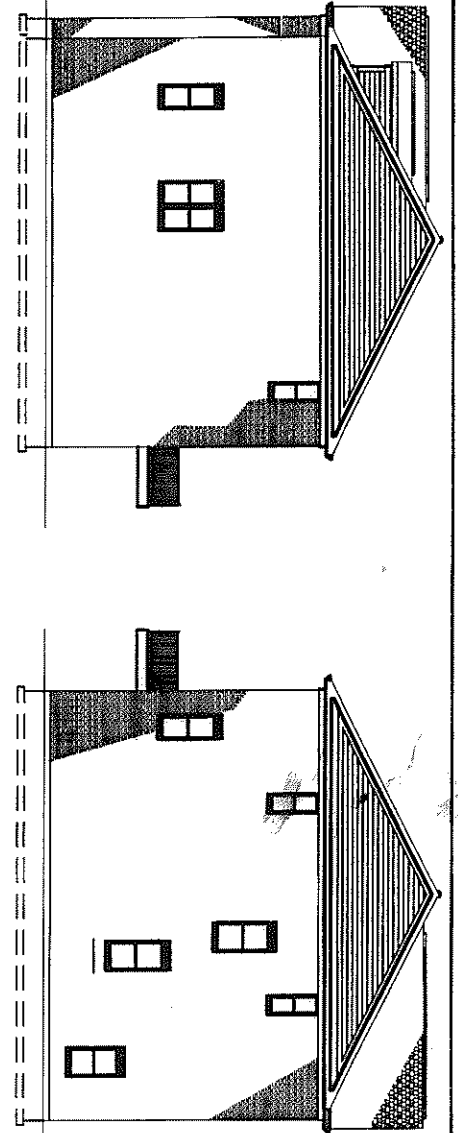
NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



BUILDING 8

1ST FLOOR PLAN



2488 / 2491

2481 / 2498

RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

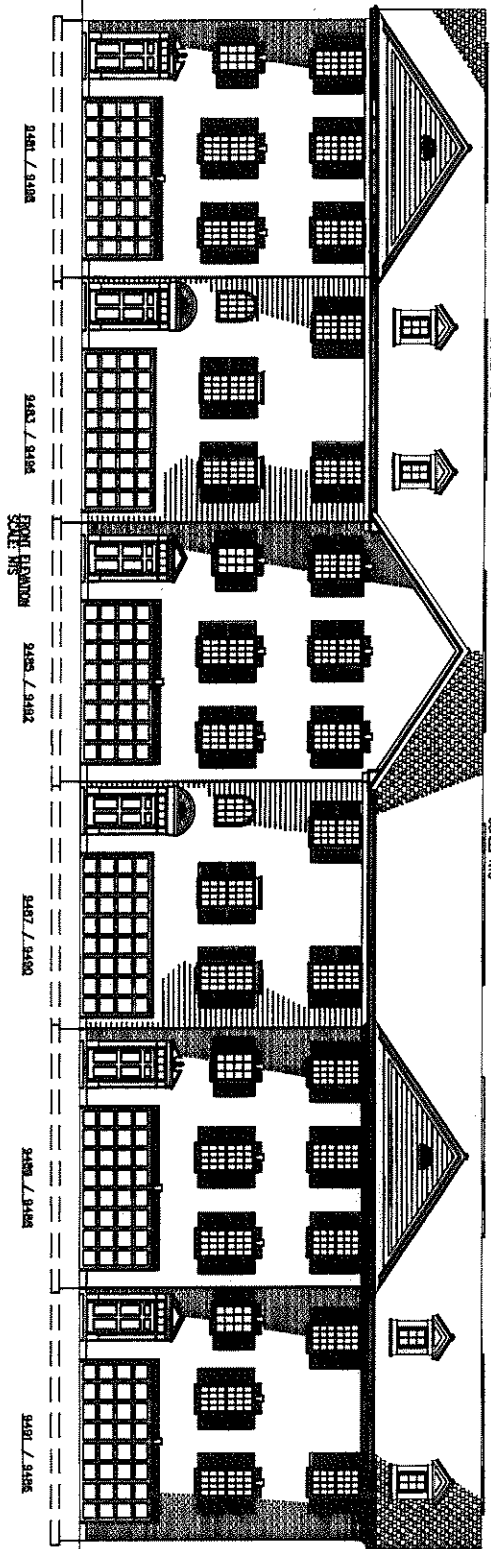
LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 4**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.717 ACRES
JULY 2006

PREPARED BY:
WOOLBERT
409 E. MONUMENT AVE.
DAYTON, OHIO 45402
597.481.5540
FAX: 597.481.0743



2491 / 2498

2483 / 2498

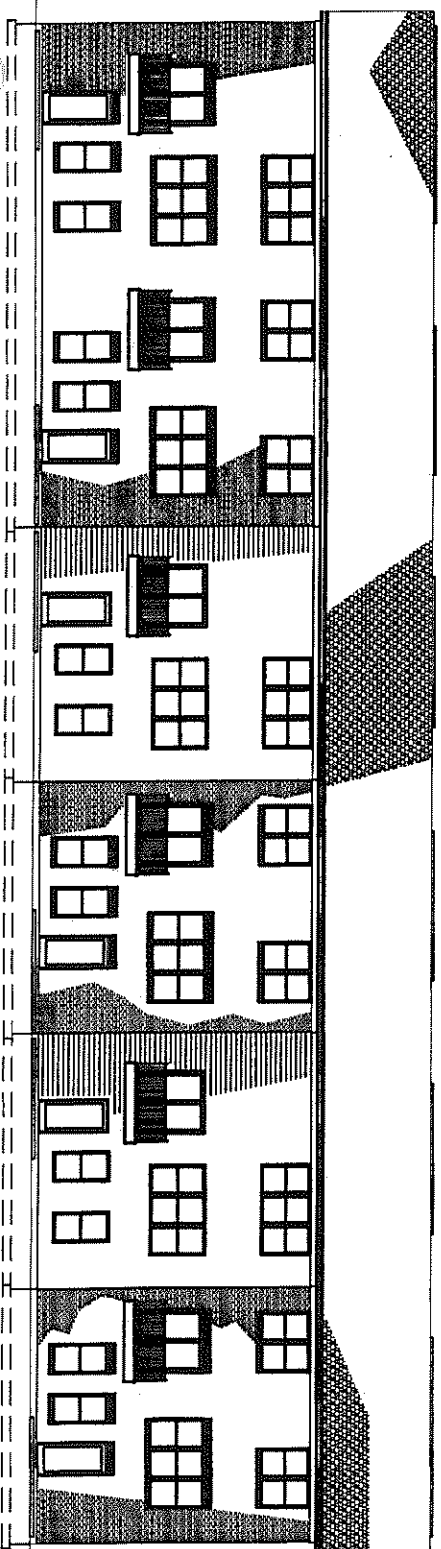
2485 / 2492

2487 / 2490

2489 / 2496

2491 / 2498

FRONT ELEVATION
SCALE: 1/8" = 1'-0"



2491 / 2498

2489 / 2498

2487 / 2490

2485 / 2492

2483 / 2496

2481 / 2498

FRONT ELEVATION
SCALE: 1/8" = 1'-0"

CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM

PHASE 4

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 W.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.717 ACRES
JULY 2006

CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM

PHASE 4

INDICATES UNITS
ELEMENTS FOR
AND PATIO

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 W.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.717 ACRES TIME THE MEASUREMENTS
WERE RECORDED
JULY 2006

PREPARED BY:

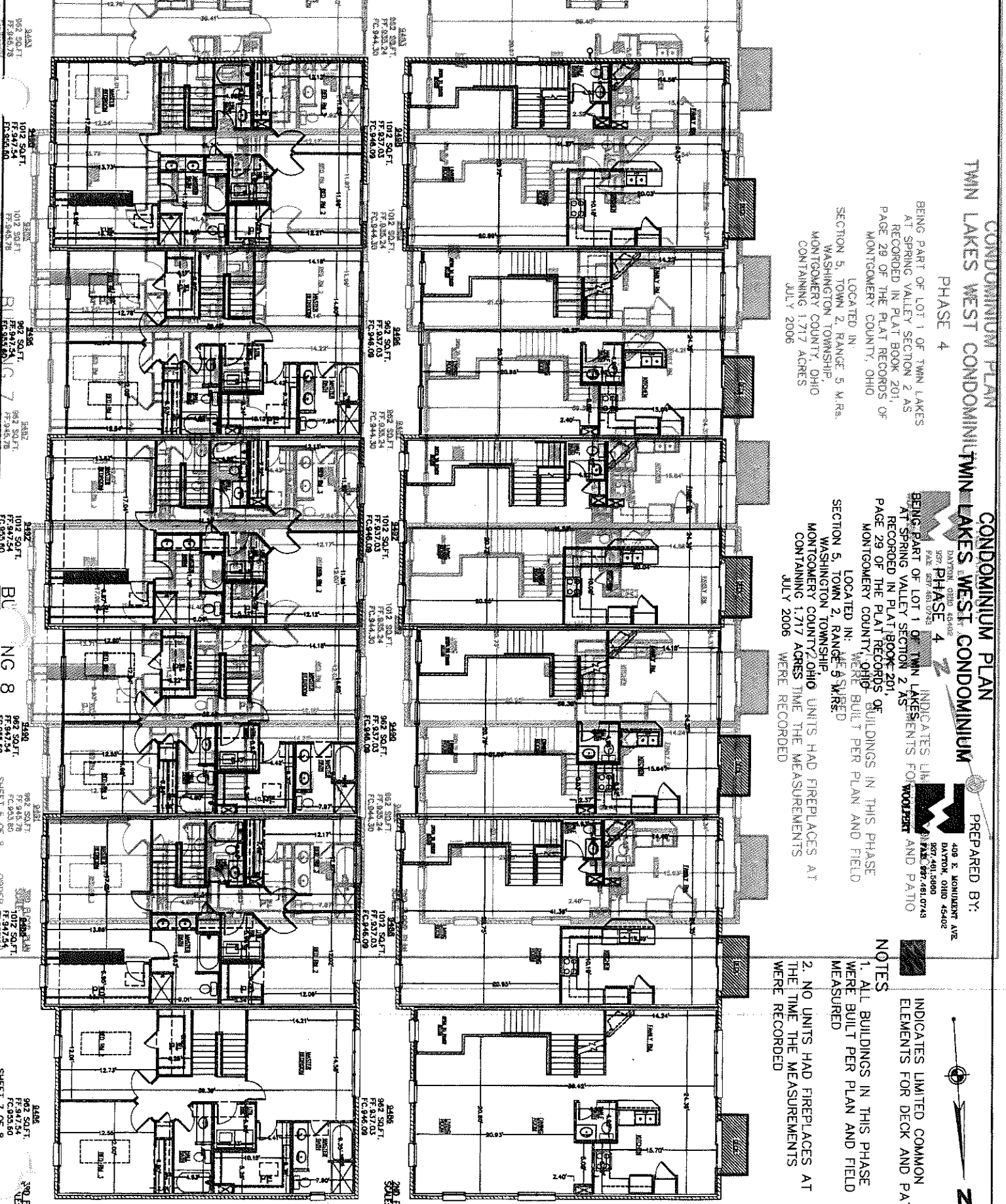
408 E. MONUMENT AVE.
DAYTON, OHIO 45402
937-491-5990
FAX: 937-491-0743



INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED
2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED



2ND FLOOR PLAN

PICKREL, SCHAEFFER AND EBELING

A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER

40 NORTH MAIN STREET

DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

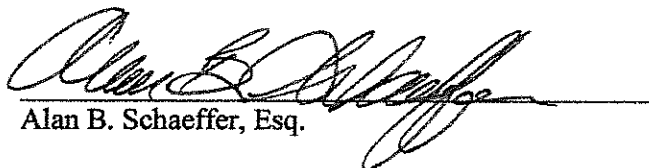
www.pselaw.com

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 5)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Fourth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Fourth Amendment", which adds additional property to the Condominium consisting of twelve (12) Residential Units. With the exception of adding additional property, the Fourth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Fourth Amendment, are in compliance with Ohio law, Local Law and the Appendix. Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.



Alan B. Schaeffer, Esq.

Dated: July 23, 2007

FOURTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 5)

NO TRANSFER NEEDED
07 JUL 23 PM 2:41
KARL L. KEITH
AUDITOR

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

Montgomery County Auditor

By: Karl L. Keith

Dated: July ____, 2007

PLAT REFERENCE:

Book: 207, Page(s): 29-296

417.60 07/23/07 14:47:46
COND-07-062527 0015
Montgomery County
Willis E. Blackshear Recorder

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

338890

FOURTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 5)

This Fourth Amendment to Declaration, hereinafter referred to as the "Fourth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315D	Book 201, Pages 36A—36E
First Amendment	06-007805D	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

1. All the terms used herein which are defined within the Declaration shall be interpreted to have the same meaning as defined in the Declaration, unless specifically hereinafter amended.
2. Declarant is the owner of Parcel B, together with all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property

existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of the Condominium Property.

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

(d) Buildings 5 is three (3) stories in height, containing a total of six (6) Units.

(e) Building 6 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.02 of the Declaration is hereby amended by deleting said section and subsections (a) and (b) in their entirety and replacing said section and subsections as follows:

5.02 Type of Units. Unless or until amended, there are three (3) types of Units which are generally described as follows:

(a) Placid is a three (3) story townhouse with a lower level containing approximately 3,024 square feet, including the garage.

(b) Tahoe is a three (3) story townhouse with a lower level containing approximately 2,875 square feet, including the garage.

(c) Ontario is a three (3) story townhouse with a lower level containing approximately 2,875 square feet, including the garage.

D. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9456	5	Placid	9468	6	Ontario
9458	5	Ontario	9470	6	Placid
9460	5	Placid	9472	6	Ontario
9462	5	Ontario	9474	6	Placid
9464	5	Placid	9476	6	Ontario
9466	5	Ontario	9478	6	Placid

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety, and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 18th day of July, 2007 as evidenced of the below signature and acknowledgment.

DECLARANT

SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*

CHARLES H. SIMMS, PRESIDENT



STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

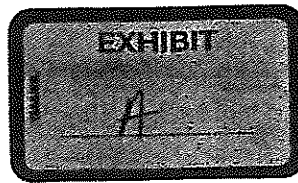
The foregoing instrument was acknowledged before me this 18th day of July, 2007 by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.

Leslie A. Nagel
NOTARY PUBLIC

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.81%	9462	1.89%
1668	1.89%	9464	1.83%
1669	1.89%	9466	1.89%
1670	1.81%	9468	1.83%
1671	1.81%	9470	1.89%
1672	1.89%	9472	1.83%
1673	1.89%	9474	1.89%
1674	1.81%	9476	1.83%
1675	1.81%	9478	1.89%
1676	1.89%	9481	1.89%
1677	1.89%	9483	1.81%
1678	1.81%	9485	1.89%
1687	1.81%	9486	1.81%
1689	1.89%	9487	1.81%
1691	1.81%	9488	1.89%
1693	1.89%	9489	1.89%
1695	1.81%	9490	1.81%
1697	1.89%	9491	1.81%
9400	1.89%	9492	1.89%
9402	1.81%	9496	1.81%
9404	1.89%	9497	1.89%
9406	1.81%	9498	1.89%
9408	1.89%	9499	1.81%
9410	1.81%	9501	1.89%
9456	1.83%	9503	1.81%
9458	1.89%	9505	1.89%
9460	1.83%	9507	1.81%



**DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 5
MONTGOMERY COUNTY, OHIO
CONTAINING 1.644 ACRES
JUNE 28, 2007**

WOOLPERT, INC.

409 East Monument Avenue

Dayton, Ohio 45402-1261

937.461.5660

Fax: 937.461.0743

www.woolpert.com

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 1 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 201, page 29 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in DMF# 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of Lot 1 of Twin Lakes at Spring Valley Section 2;

thence along the north line of said Lot 1 South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for a distance of three hundred sixty-two and $62/100$ feet (362.62') to the **TRUE POINT OF BEGINNING** of the herein described tract of land;

thence continuing along said line South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for a distance of four hundred five and $13/100$ feet (405.13') to a point;

thence continuing along said line South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for a distance of fifty-seven and $65/100$ feet (57.65') to a point;

thence leaving said line across said Lot 1 for the following three (3) courses:

1. South fifty-one degrees twenty-two minutes forty-one seconds West ($S51^{\circ}22'41''W$) for a distance of two hundred five and $68/100$ feet (205.68') to a point;
2. North seventy degrees thirty-six minutes twenty seconds West ($N70^{\circ}36'20''W$) for a distance of three hundred fifty-four and $38/100$ feet (354.38') to a point;
3. North nineteen degrees thirty-four minutes twenty-one seconds East ($N19^{\circ}34'21''E$) for a distance of one hundred seventy-five and $90/100$ feet

Description of Twin Lakes West Condominium
Phase 5
Washington, Ohio

June 28, 2007

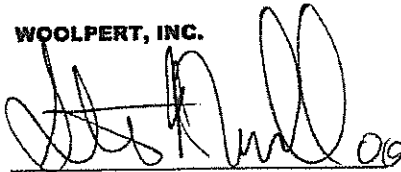
Page 2

(175.90') to the **TRUE POINT OF BEGINNING**, containing 1.644 acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Iron pins set are 5/8" rebar, 30" in length, with a plastic plug placed on top inscribed with the name "WOOLPERT INC", unless otherwise noted. All monuments found are in good condition unless otherwise noted.

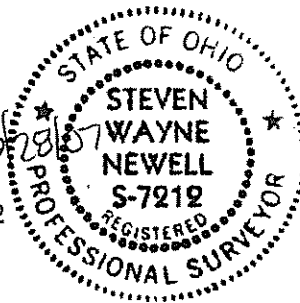
This description was prepared from a field survey performed by Woolpert, Inc., under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

WOOLPERT, INC.




Steven W. Newell

Ohio Professional Surveyor #7212



Date: June 11, 2007
 State of Ohio,
 Charles H. Simms, President, being duly sworn says that all parties, to the best of his
 knowledge, interested in this land either as owners or as shareholders, have united in his
 execution.

SIMMS TWIN LAKES WEST, LTD
 "OWNER"
Charles H. Simms
 Charles H. Simms, President

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

Charles H. Simms
 Notary Public in and for State of Ohio
 My Commission expires: June 11, 2009

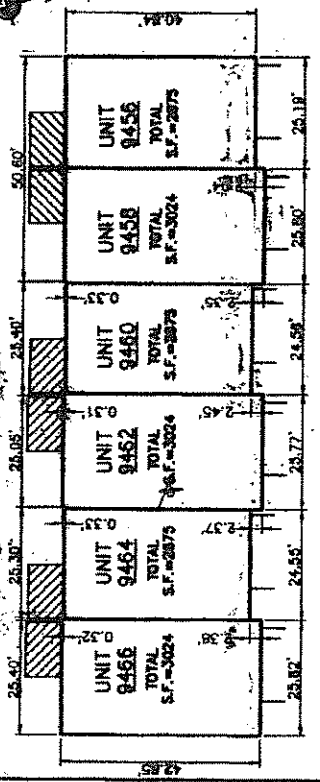
State of Ohio,
 Be it remembered that on this 11th day of June, 2007, before me, the undersigned, a
 Notary Public in and for the State, personally came Charles H. Simms, President of Charles H. Simms
 Simms, President of Charles V. Simms Development Corp. Its sole member, who acknowledged
 that he did sign this Condominium Plan and that the same is the free and voluntary act of
 him personally and as such officer.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date
 above written.
Charles H. Simms
 Notary Public in and for State of Ohio
 My Commission expires: June 11, 2009



Signed on the date set
 forth in acknowledgment:
 BY: Charles H. Simms
 "Mortgages" Fifth Third Bank

State of Ohio,
 Be it remembered that on this 11th day of June, 2007, before me,
 the undersigned, a Notary Public in and for the State of Ohio, personally
 came Fifth Third Bank, by Charles H. Simms, its sole member, to me
 known, and acknowledged the signing and execution of this within plat to be
 his voluntary act and deed on behalf of the association.
 In testimony whereof, I have hereunto set my hand and official seal on the
 day and date above written.

Charles H. Simms
 Notary Public in and for State of Ohio
 My Commission expires: June 11, 2009




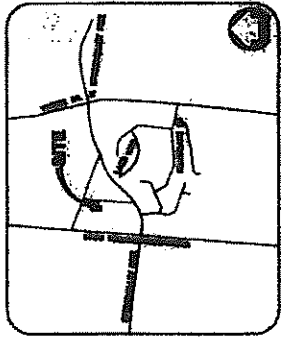
BUILDING NO. 5
 R15

TWIN LAKES WEST CONDOMINIUM
 PHASE 5

BEING PART OF LOT 1 OF TWIN LAKES
 AT SPRING VALLEY SECTION 2 AS
 RECORDED IN PLAT BOOK 201,
 PAGE 29 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.R.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 1.844 ACRES
 JUNE 2007

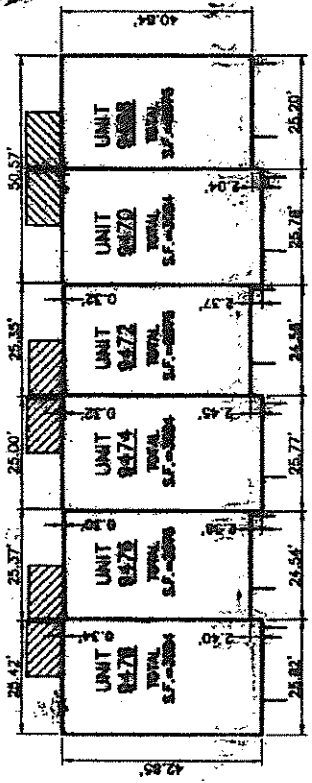
PREPARED BY:

 408 E. MAINSTREET, INC.
 SURVEY, MAP & ARCH.
 1000 W. MAINSTREET, SUITE 100
 MOUNTAIN VIEW, OHIO 45150
 TEL: 513-444-1944



TOWNSHIP MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS

 LIMITED COMMONS SUBSISTE PER PARO OR POACH
 UNIT AREA



BUILDING NO. 6
 R15

The fifth Condominium Plan is part of Lot 1 recorded in Plat Book
 201, Page 29 in the Plat Records of Montgomery County, Ohio containing
 1.844 acres as recorded in Simms Twin Lakes Plat Book 201, as recorded in
 instrument Record Number 68-118788 in the Public Records of Montgomery
 County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the
 portions of the real property, buildings, and other improvements included
 in this condominium, and accurately shows the location of
 and recorded encumbrances on the real property.

By: Andrew Peterson
 Ohio Professional Surveyor #7212

ENGINEER'S CERTIFICATION

These drawings accurately show, graphically, in so far as possible,
 improvements and buildings.

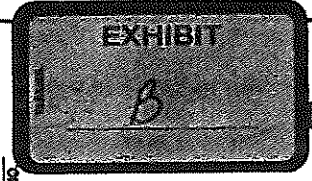


By: John Andrew Peterson
 Ohio Professional Engineer #83137

APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER

CREATED BY



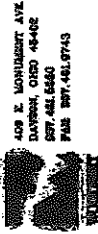
**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM**

PHASE 5

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

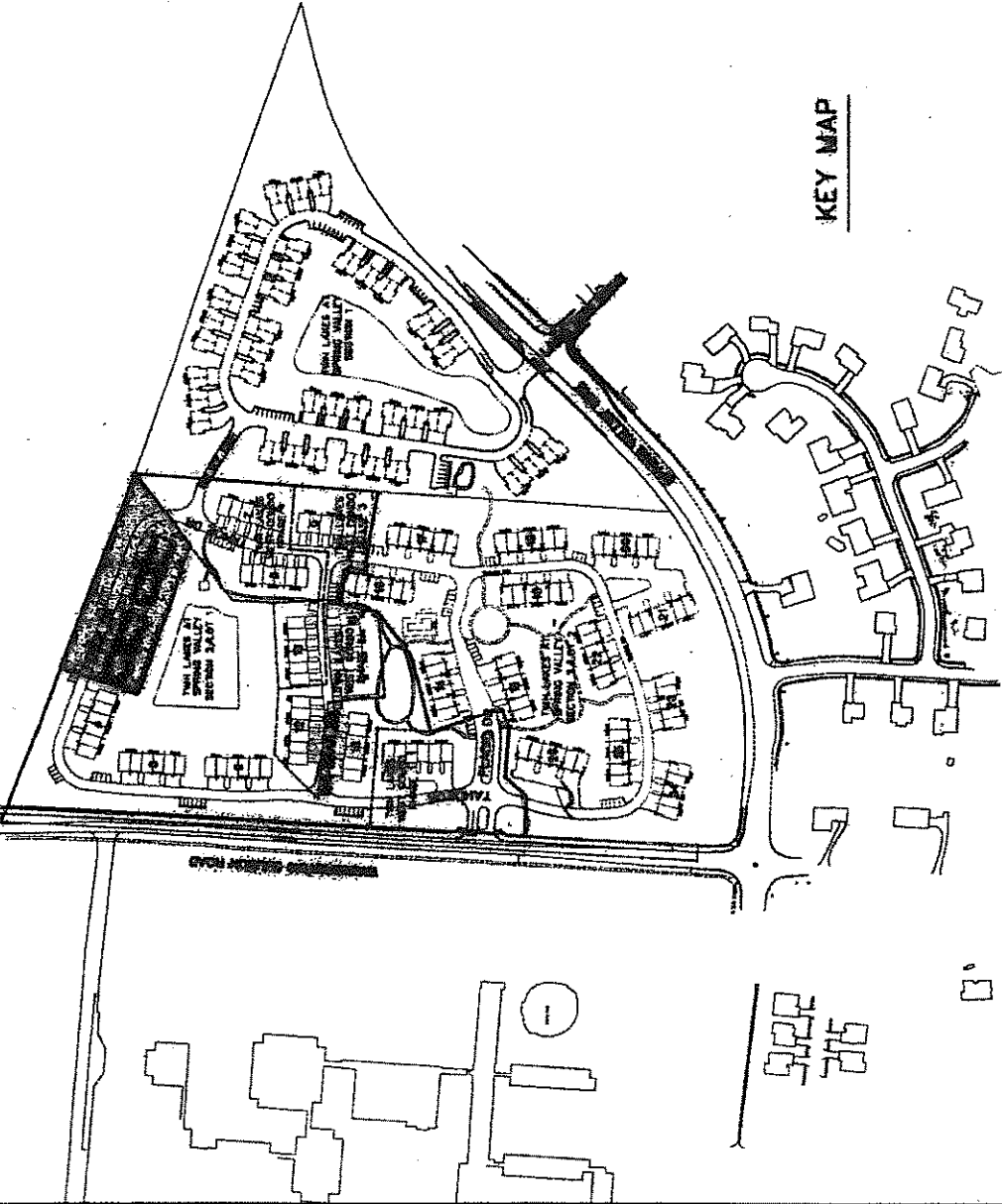
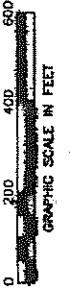
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.644 ACRES
JUNE 2007

PREPARED BY:



409 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
937.441.6660
FAX 937.441.6743

BEARINGS ARE BASED ON THE ESTATES
OF SILVERCREEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.B. 168, PG. 33A



TWIN LAKES WEST CONDOMINIUM
PHASE 5

BEGING PART OF LOT 1 OF TWIN LAKES
 AT SPRING VALLEY SECTION 2 AS
 RECORDED IN PLAT BOOK 201,
 PAGE 29 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.R.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 1.644 ACRES
 JUNE 2007

PREPARED BY:

460 S. HUNTERS AVE.
 DAYTON, OHIO 45424
 (937) 233-8888
 FAX: (937) 233-8888



BEARINGS ARE BASED ON THE ESTATES
 OF SILVERCREEK SECTION ONE AS
 RECORDED IN P.B. 184, PG. 15 AND THE
 ESTATES OF SILVERCREEK SECTION TWO
 AS RECORDED IN P.B. 184, PG. 33A

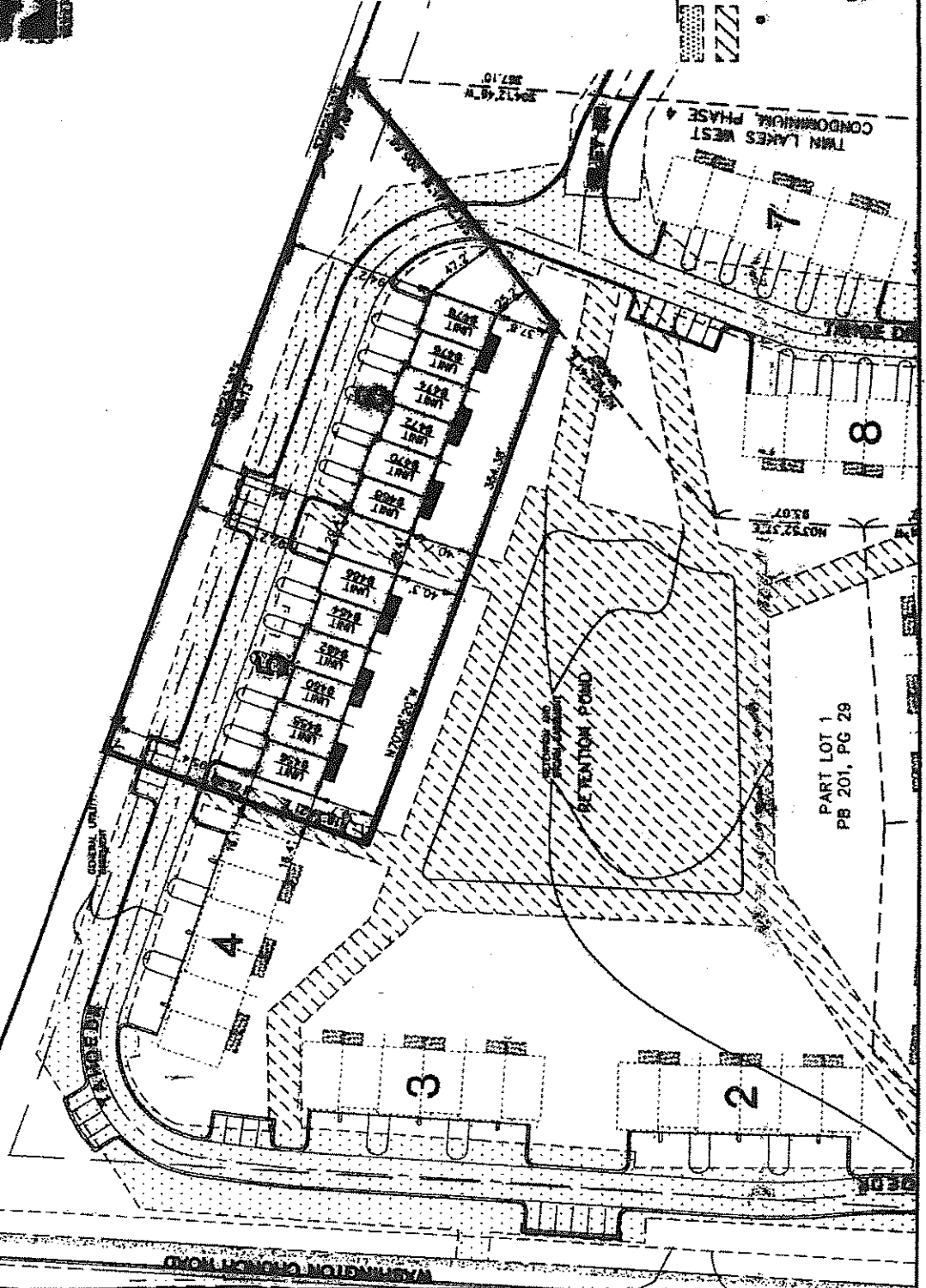


LEGEND

- GENERAL UTILITY EASEMENT
 PB 201, PG 29
- RETENTION AND STORM DRAINAGE EASEMENT
 PB 201, PG 29
- CONDO UNIT #1/2/3/4/5



SHEET 3 OF 8 CONDO # 52819



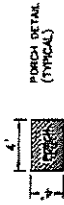
INDICATES LIMITED COMMON ELEMENTS FOR PORCH AND PATIO

TWIN LAKES WEST CONDOMINIUM PHASE 5

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 201, PAGE 23 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

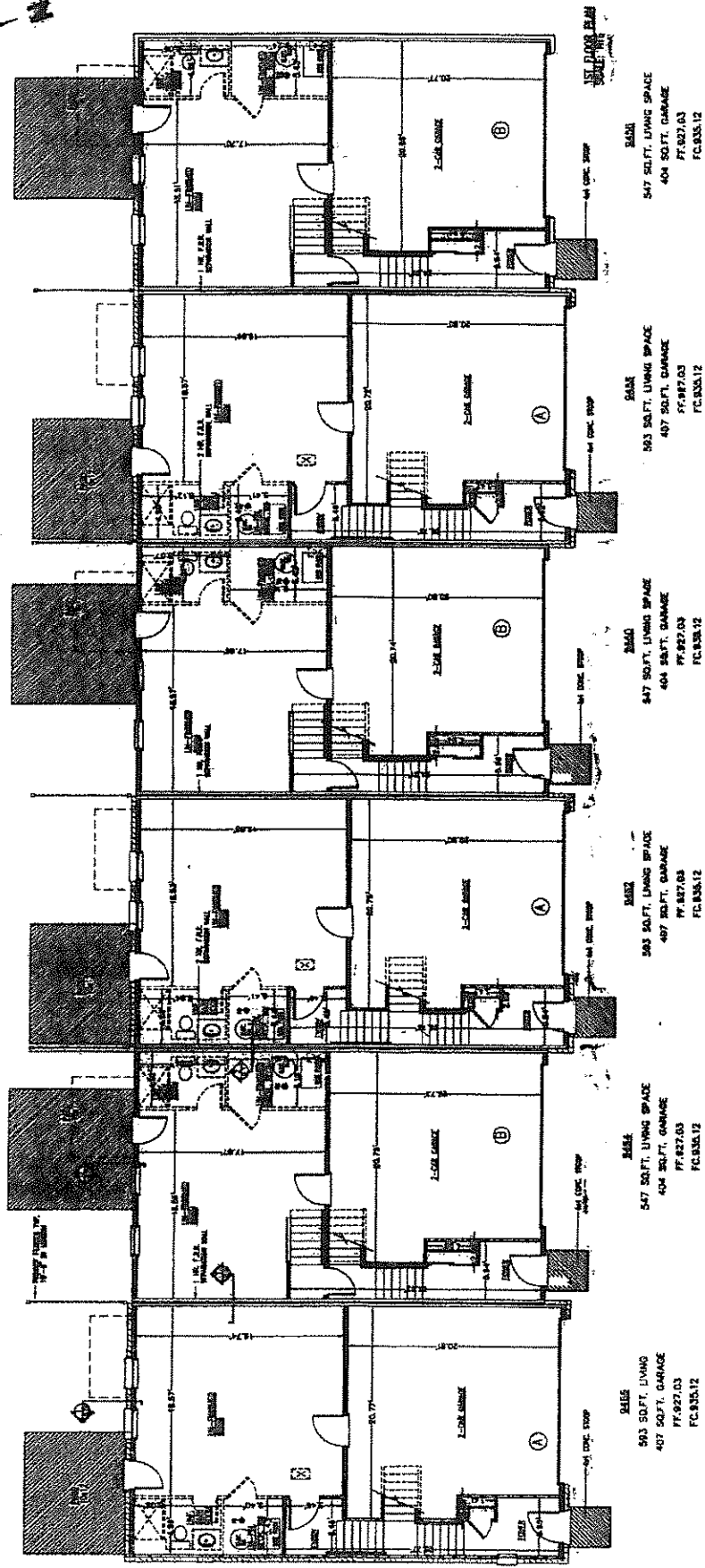
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.644 ACRES
JUNE 2007

PREPARED BY:



NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED



583 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-827.03
FC-835.12

547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-827.03
FC-835.12

583 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-827.03
FC-835.12

547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-827.03
FC-835.12

583 SQ. FT. LIVING SPACE
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FF-827.03
FC-835.12

547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-827.03
FC-835.12

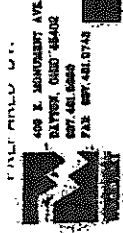
BUILDING 5

TWIN LAKES WEST CONDOMINIUM

PHASE 5

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 1.644 ACRES
JUNE 2007

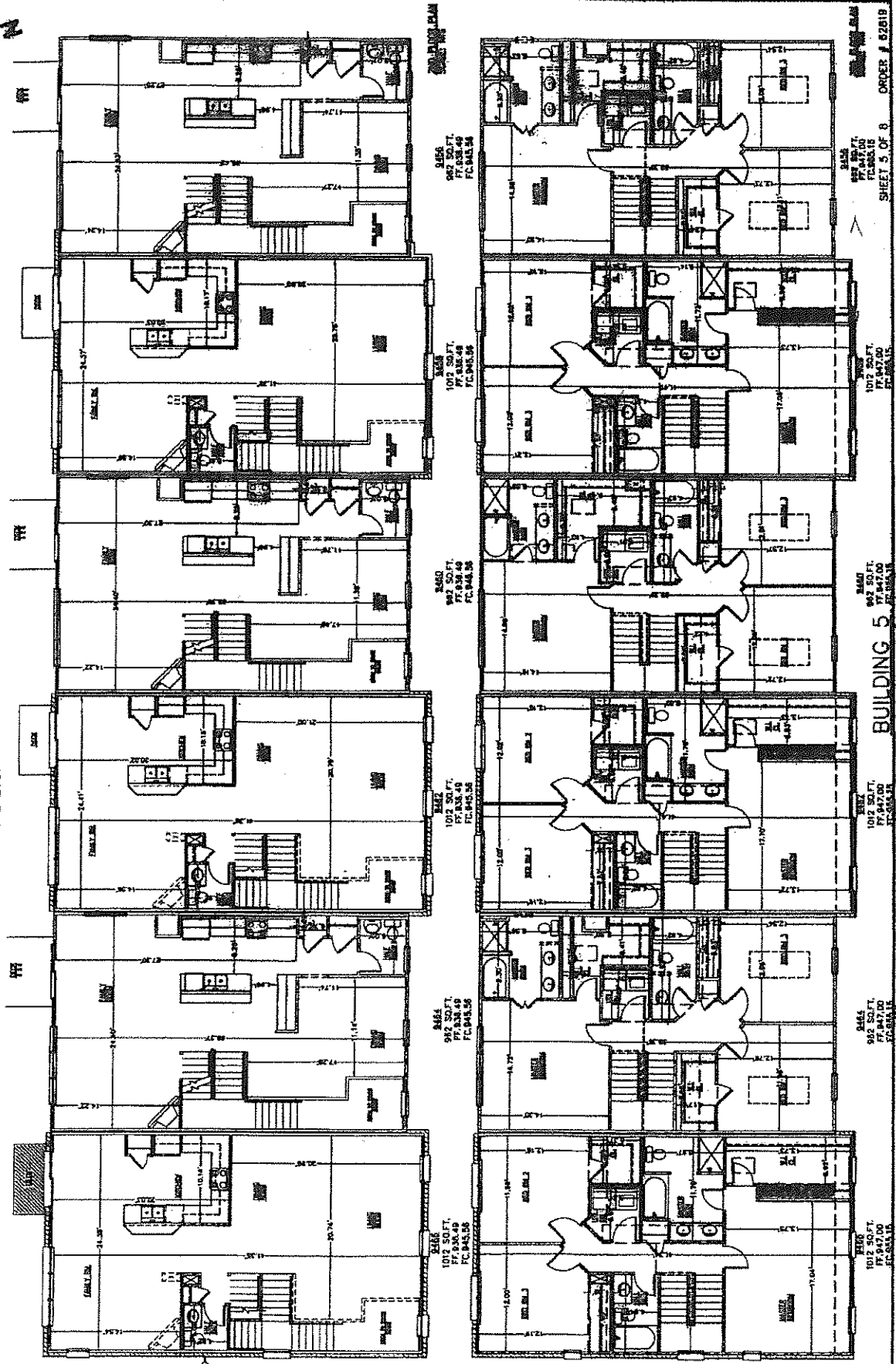


409 S. JENNIFER AVE.
DAYTON, OHIO 45402
937.461.6666
FAX 937.461.6748

INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE
WERE BUILT PER PLAN AND FIELD
MEASURED



**CONDOMINIUM LANE
TWIN LAKES WEST CONDOMINIUM**

PHASE 5

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 29 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.644 ACRES
JUNE 2007

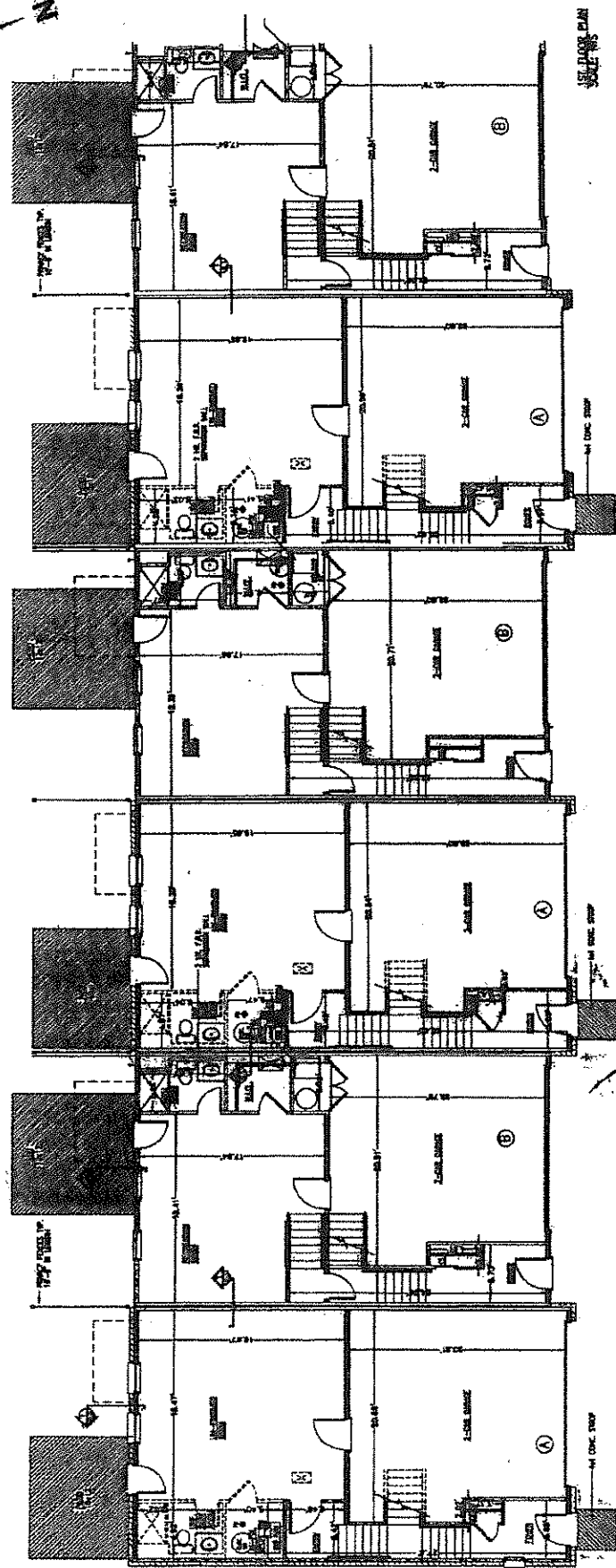
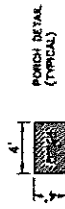
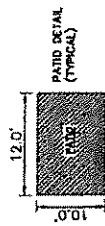
PREPARED BY:

409 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
937.481.8860
FAX 937.481.0748



NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED



B47E
547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-923.27
FC-933.28

B47E
547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-923.27
FC-933.28

B47E
547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-923.27
FC-933.28

B47E
547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-923.27
FC-933.28

B47E
547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-923.27
FC-933.28

B47E
547 SQ. FT. LIVING SPACE
404 SQ. FT. GARAGE
FF-923.27
FC-933.28

BUILDING 6

TWIN LAKES WEST CONDOMINIUM PHASE 5

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 201,
PAGE 28 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.644 ACRES
JUNE 2007

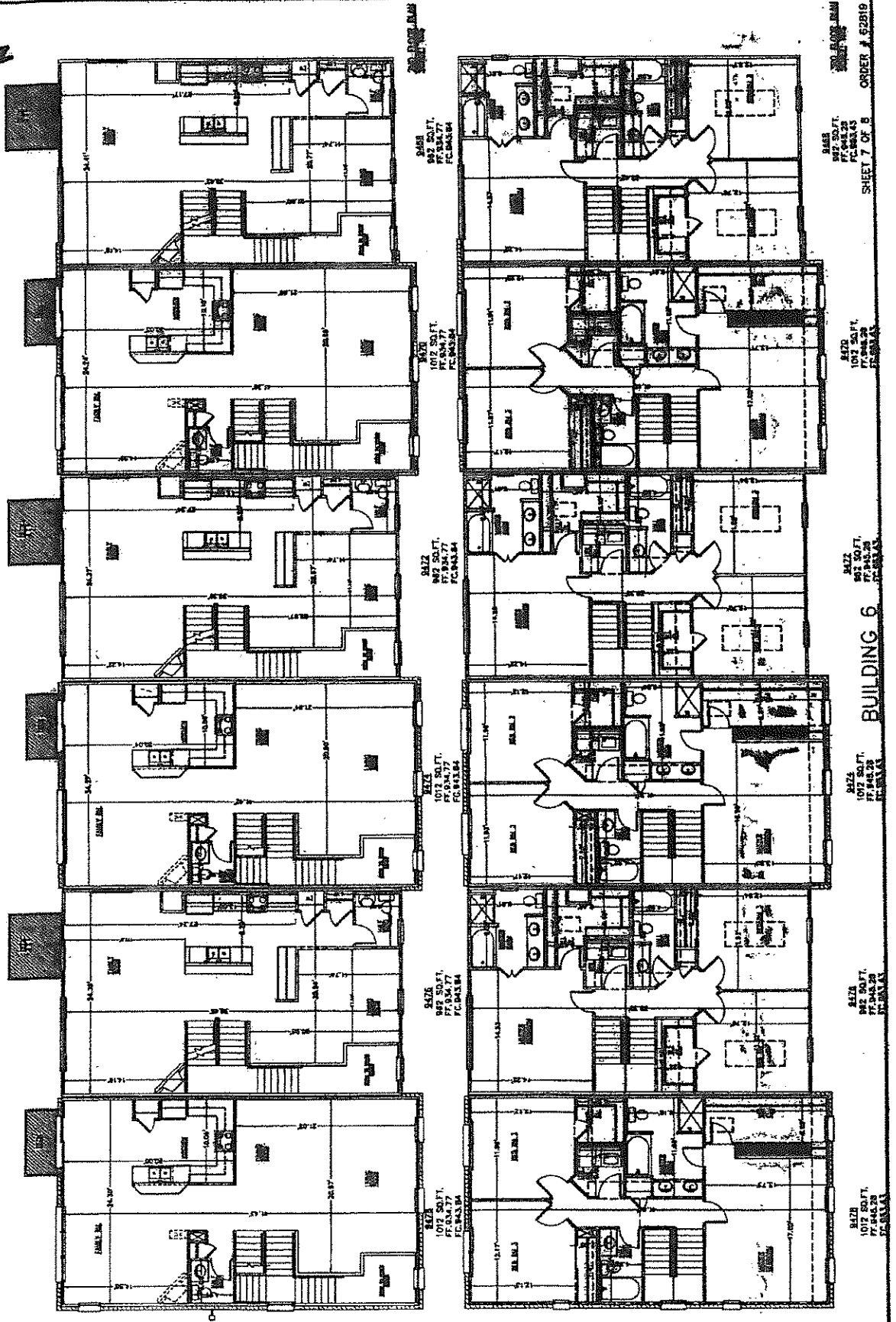
409 S. MOUNTAIN AVE.
DAYTON, OHIO 45402
937-481-0900
937-481-0745



INDICATES LIMITED COMMON
ELEMENTS FOR DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE
WERE BUILT PER PLAN AND FIELD
MEASURED



BUILDING 6

SHEET 7 OF 8
ORDER # 62819

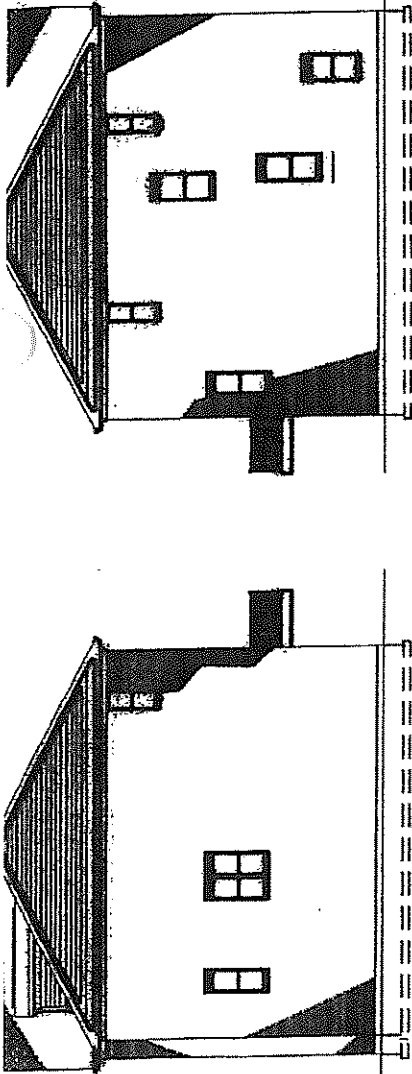
TWIN LAKES WEST CONDOMINIUM
PHASE 5

BEING PART OF LOT 1 OF TWIN LAKES
 AT SPRING VALLEY SECTION 2 AS
 RECORDED IN PLAT BOOK 201,
 PAGE 29 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M. RE.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 1.644 ACRES
 JUNE 2007

PREPARED BY:

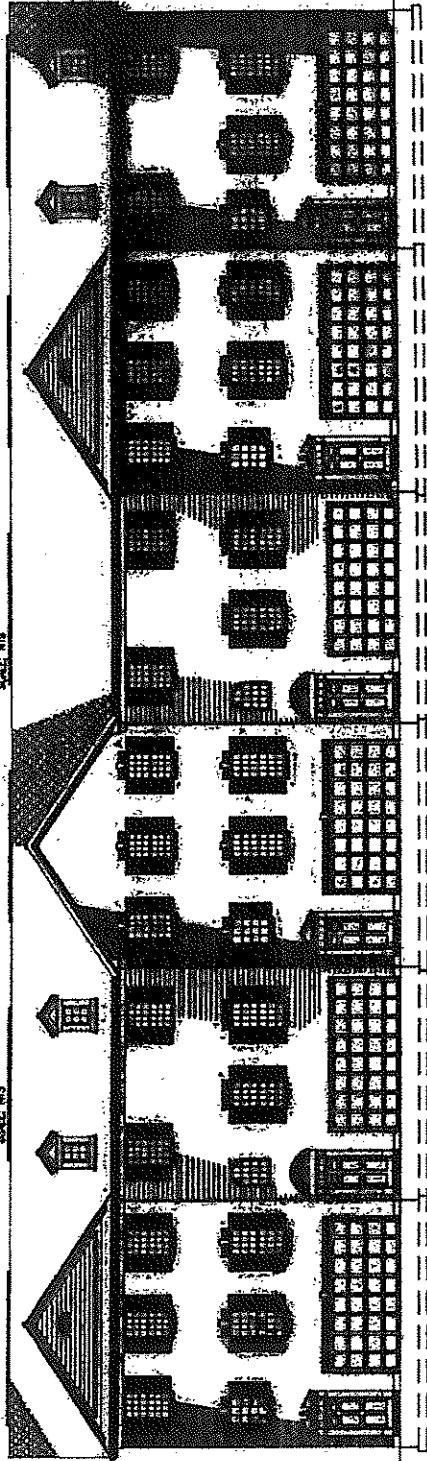
408 E. MURKIN AVE.
 DAYTON, OHIO 45408
 937-481-8880
 FAX 937-481-0748



BASE / RISE

UNIT ONE ELEVATION
 UNIT TWO

UNIT ONE ELEVATION
 UNIT TWO



BASE / RISE

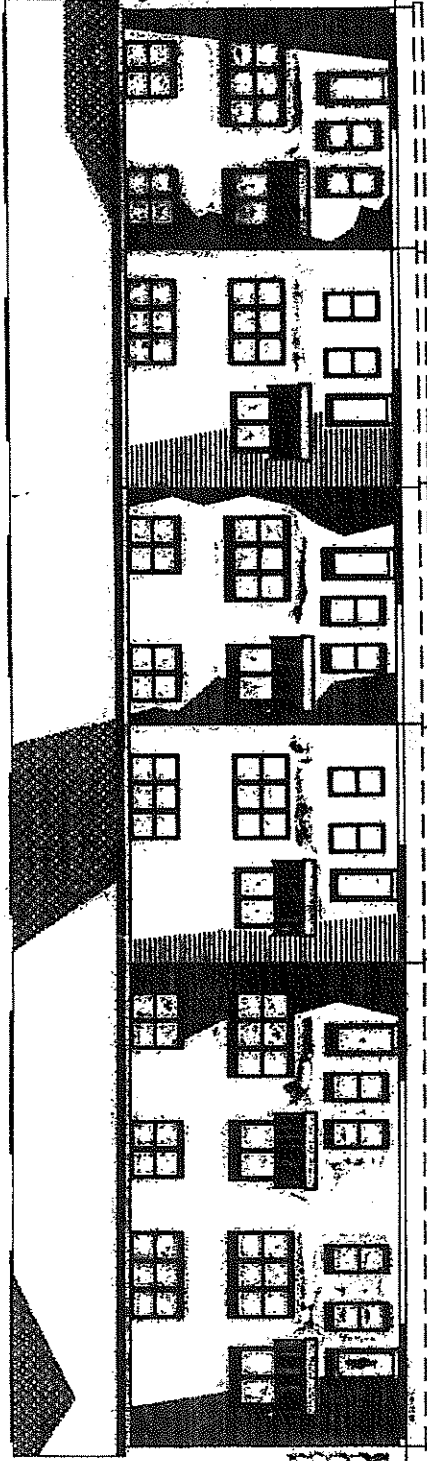
BASE / RISE

BASE / RISE

BASE / RISE

BASE / RISE

BASE / RISE



BASE / RISE

BASE / RISE

BASE / RISE

BASE / RISE

BASE / RISE

BASE / RISE

COMB-08-057008 0017
Montgomery County
Willis E. Blackshear Recorder

FIFTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 6)

17

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

Montgomery County Auditor

By: _____

Dated: September 23, 2008

08 SEP 23 PM 2:38
NO TRANSFER NEEDED
KARL L. KEITH
AUDITOR

PLAT REFERENCE:

Book: 211, Page(s): 11, 11A, 11B, 11C, 11D,
11E, 11F, 11G, 11H

Call for P/U

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

FIFTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 6)

This Fifth Amendment to Declaration, hereinafter referred to as the "Fifth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315D	Book 201, Pages 36A—36E
First Amendment	06-007805D	Book 202, Pages 17A—17G
Second Amendment	06-042907D	Book 203, Pages 23A—23G
Third Amendment	06-082974D	Book 204, Pages 26—26G
Fourth Amendment	07-062527D	Book 207, Pages 29—29G

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

provisions of the Declaration and is hereby included and made part of the Condominium Property.

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

(f) Building 4 is three (3) stories in height, containing a total of six (6) Units.

(g) Building 16 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.02 of the Declaration is hereby amended by deleting said section and subsections (a), (b), and (c) in their entirety and replacing said section and subsections as follows:

5.02 Type of Units. Unless or until amended, there are four (4) types of Units which are generally described as follows:

(a) Placid is a three (3) story townhouse with a lower level containing approximately 3,024 square feet, including the garage.

(b) Tahoe is a three (3) story townhouse with a lower level containing approximately 2,875 square feet, including the garage.

(c) Ontario is a three (3) story townhouse with a lower level containing approximately 2,875 square feet, including the garage.

(d) Cumberland is a three (3) story townhouse with a lower level containing approximately 2,351 square feet, including the garage.

D. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9454	4	Placid	9518	16	Placid
9452	4	Ontario	9516	16	Cumberland
9450	4	Placid	9514	16	Cumberland
9448	4	Ontario	9512	16	Cumberland
9446	4	Placid	9510	16	Cumberland
9444	4	Ontario	9508	16	Placid

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety, and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 17th day of September, 2008 as evidenced of the below signature and acknowledgment.

DECLARANT

SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO
COUNTY OF MONTGOMERY



The foregoing instrument was acknowledged before me this 17th day of September, 2008 by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.

Leslie A. Nagel
NOTARY PUBLIC

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.494%	9462	1.571%
1668	1.571%	9464	1.571%
1669	1.571%	9466	1.571%
1670	1.494%	9468	1.571%
1671	1.494%	9470	1.571%
1672	1.571%	9472	1.571%
1673	1.571%	9474	1.571%
1674	1.494%	9476	1.571%
1675	1.494%	9478	1.571%
1676	1.571%	9481	1.571%
1677	1.571%	9483	1.494%
1678	1.494%	9485	1.571%
1687	1.494%	9486	1.494%
1689	1.571%	9487	1.494%
1691	1.494%	9488	1.571%
1693	1.571%	9489	1.571%
1695	1.494%	9490	1.494%
1697	1.571%	9491	1.494%
9400	1.571%	9492	1.571%
9402	1.494%	9496	1.494%
9404	1.571%	9497	1.571%
9406	1.494%	9498	1.571%
9408	1.571%	9499	1.494%
9410	1.494%	9501	1.571%
9444	1.494%	9503	1.494%
9446	1.571%	9505	1.571%
9448	1.494%	9507	1.494%
9450	1.571%	9508	1.571%
9452	1.494%	9510	1.222%
9454	1.571%	9512	1.222%
9456	1.571%	9514	1.222%
9458	1.571%	9516	1.222%
9460	1.571%	9518	1.571%



DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 6
MONTGOMERY COUNTY, OHIO
CONTAINING 1.861 ACRES
August 25, 2008

WOOLPERT, INC.

445e Idea Center Blvd
Dayton, Ohio 45430-1500
937.461.5650
Fax: 937.461.0743
www.woolpert.com

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 1 and Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded as Instrument Record Deed Number 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

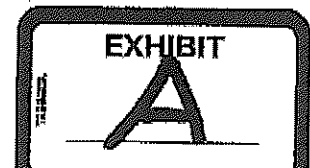
PARCEL 1 – Building 4

Beginning at the northwest corner of said Lot 1 of Twin Lakes at Spring Valley Section 2, said point being the **POINT OF BEGINNING** of the following described tract of land;

thence along the north line of said Lot 1 South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for a distance of three hundred twenty-six and 16/100 feet (326.16') to a point;

thence leaving said line across said Lot 1 for the following four (4) courses:

1. South nineteen degrees thirty-four minutes twenty-one seconds West ($S19^{\circ}34'21''W$) for a distance of one hundred seventy-five and 90/100 feet (175.90') to a point;
2. North sixty-one degrees ten minutes thirty-five seconds West ($N61^{\circ}10'35''W$) for a distance of sixty-six and 69/100 feet (66.69') to a point;
3. North seventy-one degrees forty-six minutes five seconds West ($N71^{\circ}46'05''W$) for a distance of ninety-five and 16/100 feet (95.16') to a point;
4. North eighty-four degrees twenty-five minutes seven seconds West ($N84^{\circ}25'07''W$) for a distance of one hundred eleven and 74/100 feet (111.74') to a point on the easterly right-of way of Washington Church Road



**Description of Twin Lakes West Condominium
Phase 6
Washington Township, Ohio**

August 25, 2008

Page 2

Thence along said easterly right-of-way of Washington Church Road North three degrees seventeen minutes twenty-nine seconds East (N 03°17'29"E) for a distance of two hundred two and 54/100 feet (202.54') to the **POINT OF BEGINNING**. Containing one and 198/1000 (1.198) acres, more or less.

PARCEL 2 – Building 16

Beginning at the northeast corner of said Lot 2 of Twin Lakes at Spring Valley Section 2;

Thence along the north line of said Lot 2 North eighty degrees fifty-five minutes seventeen seconds W (N80°55'17"W) for a distance of one hundred fifty-one and 00/100 feet (151.00') to a point, said point being the **TRUE POINT OF BEGINNING** of the following described tract of land;

Thence leaving said line across said lot 2 for the following three (3) courses:

1. South nine degrees four minutes forty-three seconds West (S09°04'43"W) for a distance of two hundred twenty-one and 86/100 feet (221.86') to a point;
2. North seventy-four degrees thirty-seven minutes fourteen seconds West (N74°37'14"W) for a distance of one hundred twenty and 69/100 feet (120.69') to a point;
3. North ten degrees thirty-seven minutes forty seconds East (N10°37'40"E) for a distance of one hundred sixty-four and 58/100 feet (164.58') to a corner of said lot 2;

Thence along the north line of said Lot 2 for the following five (5) courses:

1. North ten degrees thirty-seven minutes forty seconds East (N10°37'40"E) for a distance of eighty-three and 37/100 feet (83.37') to a point;
2. South eighty-five degrees zero minutes thirty-four seconds East (S85°00'34"E) for a distance of seventy-eight and 03/100 feet (78.03') to a point;
3. South thirty-five degrees ten minutes seventeen seconds East (S35°10'17"E) for a distance of twelve and 25/100 feet (12.25') to a point;
4. South nine degrees eighteen minutes fifty-three seconds West (S09°18'53"W) for a distance of thirty-six and 04/100 feet (36.04') to a point;

**Description of Twin Lakes West Condominium
Phase 6
Washington Township, Ohio**

August 25, 2008

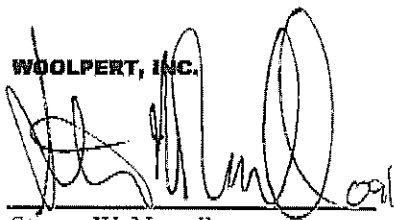
Page 3

- 5. South eighty degrees fifty-five minutes seventeen seconds East (S80°55'17"E) for a distance of twenty-seven and 03/100 feet (27.03') to the **TRUE POINT OF BEGINNING**. Containing zero and 663/1000 (0.663) acres, more or less.

The above described parcels of land contain a total of one and 861/1000 (1.861) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, Inc., under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

WOOLPERT, INC.

 Steven W. Newell
 Ohio Professional Surveyor #7212

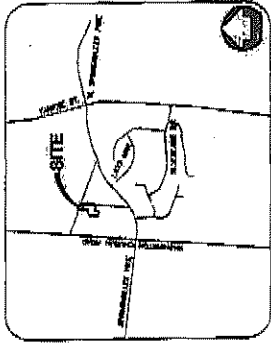


CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 6

BEING PART OF LOTS 1 AND 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.861 ACRES
AUGUST 2008

PREPARED BY:
4144 IRMA SQUARE BLDG.
MARIETTA, OHIO 45750-1208
TEL: 937-442-2889
FAX: 937-442-0478



VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
LIMITED COMMON ELEMENTS FOR DECK, PORCH OR PORCH
UNIT AREA

DESCRIPTION
The within Condominium Plan is Part of Lots 1 and 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 1.861 acres as conveyed to Simms Twin Lakes West, LTD, as recorded in Instrument Record Number 06-115786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings and other improvements included in this condominium, and accurately showing the location of the improvements and recorded easements on the real property.

By *Steven W. Newell*
Ohio Professional Surveyor #7212
DATE: 08/23/08

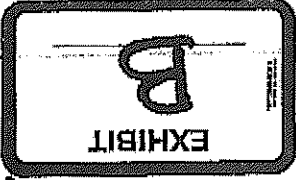
ENGINEER'S CERTIFICATION

These drawings accurately show, graphically, in so far as possible, improvements and buildings.

By *John A. Peterson*
Ohio Professional Engineer #63137
DATE: 08/23/08

APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER
DATE: 08-23-08

CHECKED BY: [Signature]
DATE: 08-23-08



Date: September 2008
State of Ohio,
Charles H. Simms, President, being duly sworn says that all parties, in the best of his knowledge, subvested in this kind either as owners or as lienholders, have united in its execution.

SHIMS TWIN LAKES WEST, LTD
OWNER
Charles H. Simms
Charles H. Simms, President

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

By *Leslie A. Moore*
Notary Public in and for State of Ohio
My Commission expires: April 1, 2009

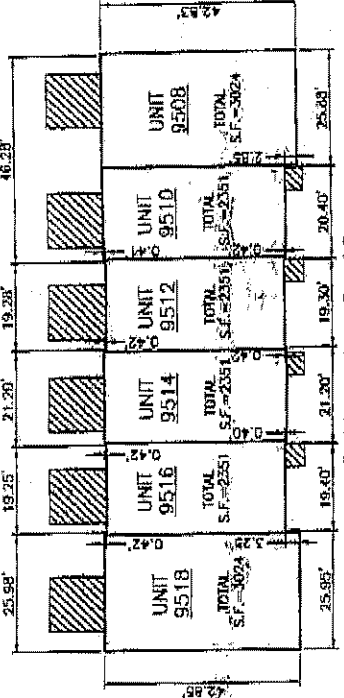
State of Ohio,
Be it remembered that on this 5th day of September 2008 before me, the undersigned, a Notary Public in and for the State of Ohio, personally Leslie A. Moore, Notary Public in and for the State of Ohio, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and of such officer.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
By *Leslie A. Moore*
Notary Public in and for State of Ohio
My Commission expires: April 1, 2009

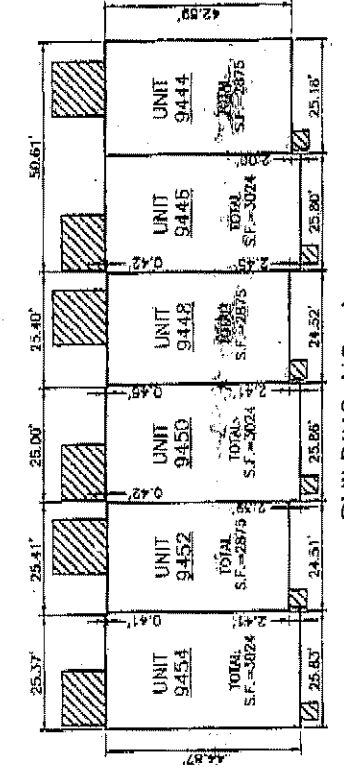
Signed on the date set forth in acknowledgment:
By *Charles H. Simms*
"Mortgages" Fifth Third Bank

State of Ohio,
Be it remembered that on this 5th day of September 2008 before me, the undersigned, a Notary Public in and for the State of Ohio, personally Charles H. Simms, President of Simms Twin Lakes West, LTD, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and of such officer.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
By *Leslie A. Moore*
Notary Public in and for State of Ohio
My Commission expires: April 1, 2009



BUILDING NO. 16



BUILDING NO. 4

\$300.20 10/15/09 14:51:36
COND-09-069760 0013
Montgomery County
Mills E. Blackshear Recorder

TRANSFERRED
09 OCT 15 PM 2:38
KARL L. KEITH
AUDITOR

SIXTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 7)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: October 15, 2009

PLAT REFERENCE:

Book: 213, Page(s): 28-28E

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A.,
2700 Kettering Tower, Dayton, Ohio 45423.

SIXTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 7)

This Sixth Amendment to Declaration, hereinafter referred to as the "Sixth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11, 11A-11H

C. The Declarant is the owner of certain real property described in Exhibit "D" of the

Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

(h) Building 3 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9432	3	Placid	9434	3	Cumberland
9436	3	Cumberland	9438	3	Cumberland
9440	3	Cumberland	9442	3	Placid

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety, and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 5th day of October, 2009 as evidenced of the below signature and acknowledgment.

DECLARANT

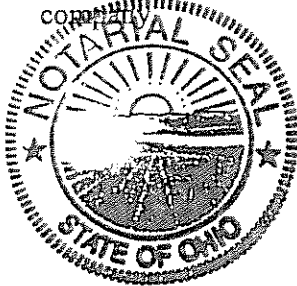
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 5th day of October, 2009 by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company



TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 6, 2014

Tracey M Butt
NOTARY PUBLIC

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.
PL.1764748

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.383%	9462	1.383%
1668	1.455%	9464	1.455%
1669	1.455%	9466	1.383%
1670	1.383%	9468	1.383%
1671	1.383%	9470	1.455%
1672	1.455%	9472	1.383%
1673	1.455%	9474	1.455%
1674	1.383%	9476	1.383%
1675	1.383%	9478	1.455%
1676	1.455%	9481	1.455%
1677	1.455%	9483	1.383%
1678	1.383%	9485	1.455%
1687	1.383%	9486	1.383%
1689	1.455%	9487	1.383%
1691	1.383%	9488	1.455%
1693	1.455%	9489	1.455%
1695	1.383%	9490	1.383%
1697	1.455%	9491	1.383%
9400	1.455%	9492	1.455%
9402	1.383%	9496	1.383%
9404	1.455%	9497	1.455%
9406	1.383%	9498	1.455%
9408	1.455%	9499	1.383%
9410	1.383%	9501	1.455%
9432	1.455%	9503	1.383%
9434	1.455%	9505	1.455%
9436	1.131%	9507	1.383%
9438	1.131%	9508	1.455%
9440	1.131%	9510	1.131%
9442	1.131%	9512	1.131%
9444	1.383%	9514	1.131%
9446	1.455%	9516	1.131%
9448	1.383%	9518	1.455%
9450	1.455%		
9452	1.383%		
9454	1.455%		
9456	1.455%		
9458	1.383%		
9460	1.455%		

Date: September 29, 2009

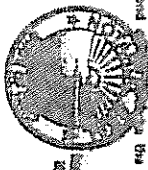
State of Ohio
 Charles H. Strimling, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either in person or by their agents, have united in his execution.

SARAS TRIST LAKES WEST, LTD
 "OWNER"
 Charles H. Strimling, President



Notary Public in and for State of Ohio
 Charles H. Strimling
 Commission Expires March 5, 2011

Do I understand that on this day of September 29, 2009, before me, the undersigned a Notary Public in and for the State of Ohio, personally known to me, that I have read the foregoing and that the same is the free and voluntary act of him personally and as such officer, in testimony whereof, I have hereunto set my hand and done these things.



Notary Public in and for State of Ohio
 John A. Fickel
 Commission Expires March 5, 2011

Signed on the date and forth in above-mentioned:

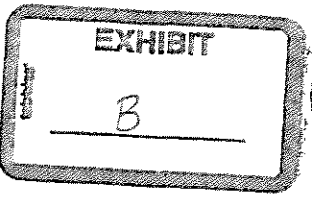
"Notary" Fifth Third Bank
 By: [Signature]

State of Ohio,
 Do I understand that on this day of September 29, 2009, before me, the undersigned, a Notary Public in and for the State of Ohio, personally known to me, that I have read the foregoing and that the same is the free and voluntary act of him personally and as such officer, in testimony whereof, I have hereunto set my hand and done these things.

Notary Public in and for State of Ohio
 by Commission Expires March 5, 2011



Notary Public in and for State of Ohio
 Charles H. Strimling
 Commission Expires March 5, 2011



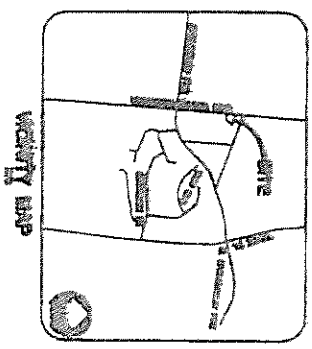
**CONDOMINIUM PLAN
 TWIN LAKES WEST CONDOMINIUM
 PHASE 7**

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 2688, PAGE 34 OF THE PLAT RECORDS OF LIGHTSOMNEY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2 EAST, RANGE 5 NORTH E. 1/4, WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO
 CONTAINING 0.958 ACRES
 SEPTEMBER 2009



PREPARED BY:
 Steven W. Resard
 Ohio Professional Surveyor #7212



NOTE: EXISTING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
 Units colored stippled red show units on plot
 Unit Area

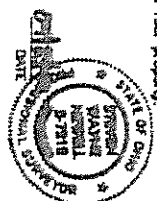
23.05'	UNIT 9442 TOTAL S.F. = 2024	18.28'	UNIT 9440 TOTAL S.F. = 2351	21.18'	UNIT 9438 TOTAL S.F. = 2351	18.90'	UNIT 9436 TOTAL S.F. = 2351	48.25'
23.05'	UNIT 9434 TOTAL S.F. = 2351	18.28'	UNIT 9432 TOTAL S.F. = 2024	18.28'		18.28'		

BUILDING NO. 3

DESCRIPTION

This Condominium Plan is Part of Lot 1 as recorded in Plat Book 2688, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.958 acres as conveyed to Saras Trist Lakes West, Ltd., as recorded in Montgomery County Deed Number 08-000009 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION
 I have examined the plat hereon, to see that all parties, all of the parties of the real property, including all other parties interested in the subdivision, and especially those the location of the improvements and recorded encumbrances on the real property.



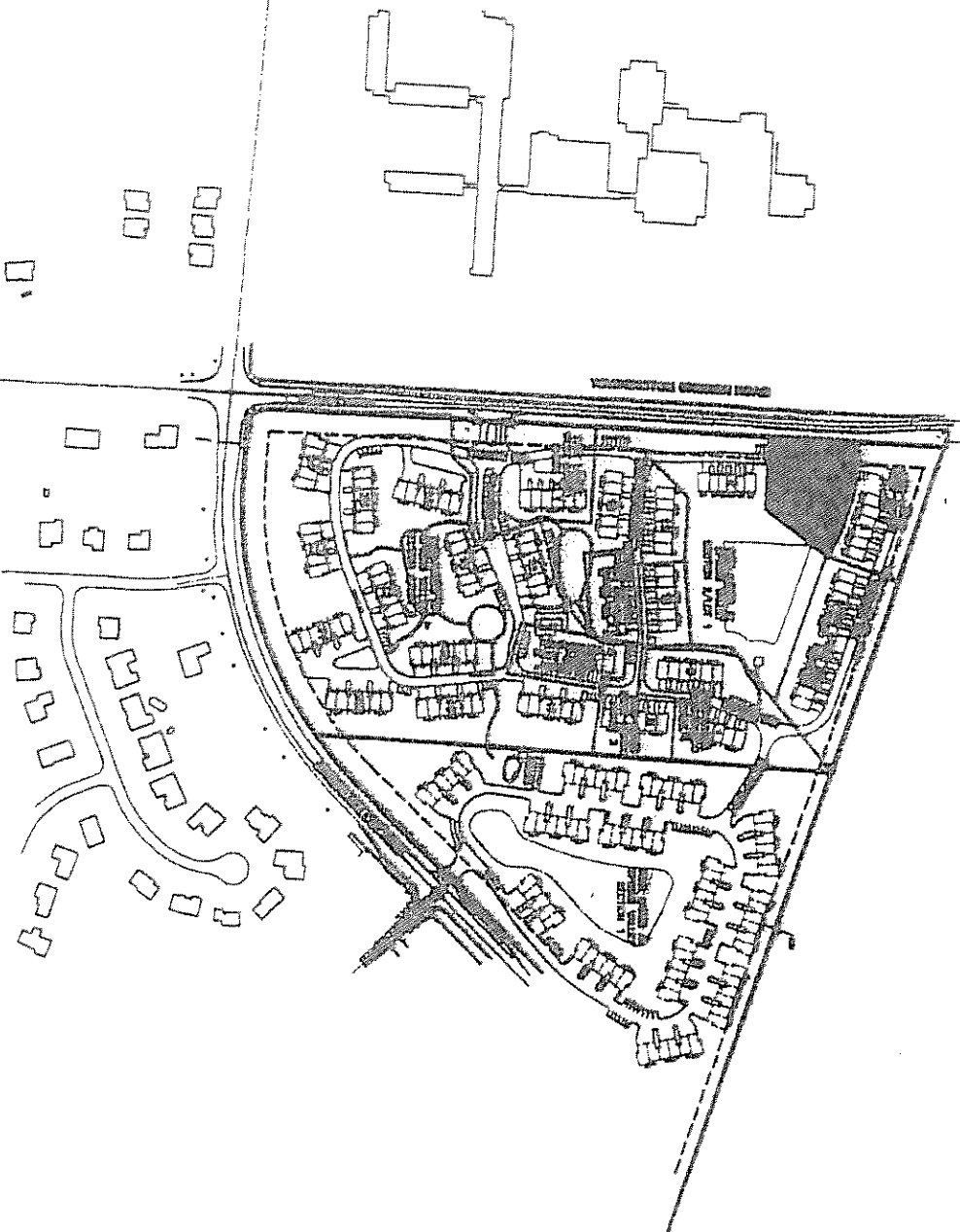
By: [Signature]
 Steven W. Resard
 Ohio Professional Surveyor #7212



By: [Signature]
 John A. Fickel
 Ohio Professional Engineer #63137

APPROVED DESCRIPTION ONLY
 MONTGOMERY COUNTY ENGINEER
 DATE: 9/24/09
 CHECKED BY: [Signature] DATE: [Blank]
 NO. [Blank]

THIS PLANNING APPROXIMATELY INDICATES
 GENERAL LAYOUT OF BUILDINGS AND
 CONCRETE DRIVEWAYS. EXACT LAYOUTS
 ON THIS SET OF DRAWINGS SHALL BE
 DETERMINED BY THE ARCHITECT.
 ELEVATION - 939.70



CONDOMINIUM PLAN

TWIN LAKES WEST CONDOMINIUM

PHASE 7

BEING PART OF LOT 1 OF TWIN LAKES AT
 SPRING VALLEY SECTION 2 AS RECORDED
 IN PLAT BOOK 208,
 PAGE 34 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2 EAST, RANGE 5 NORTH W. 1/4
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO

CONTAINING 0.958 ACRES
 SEPTEMBER 2009

PREPARED BY:

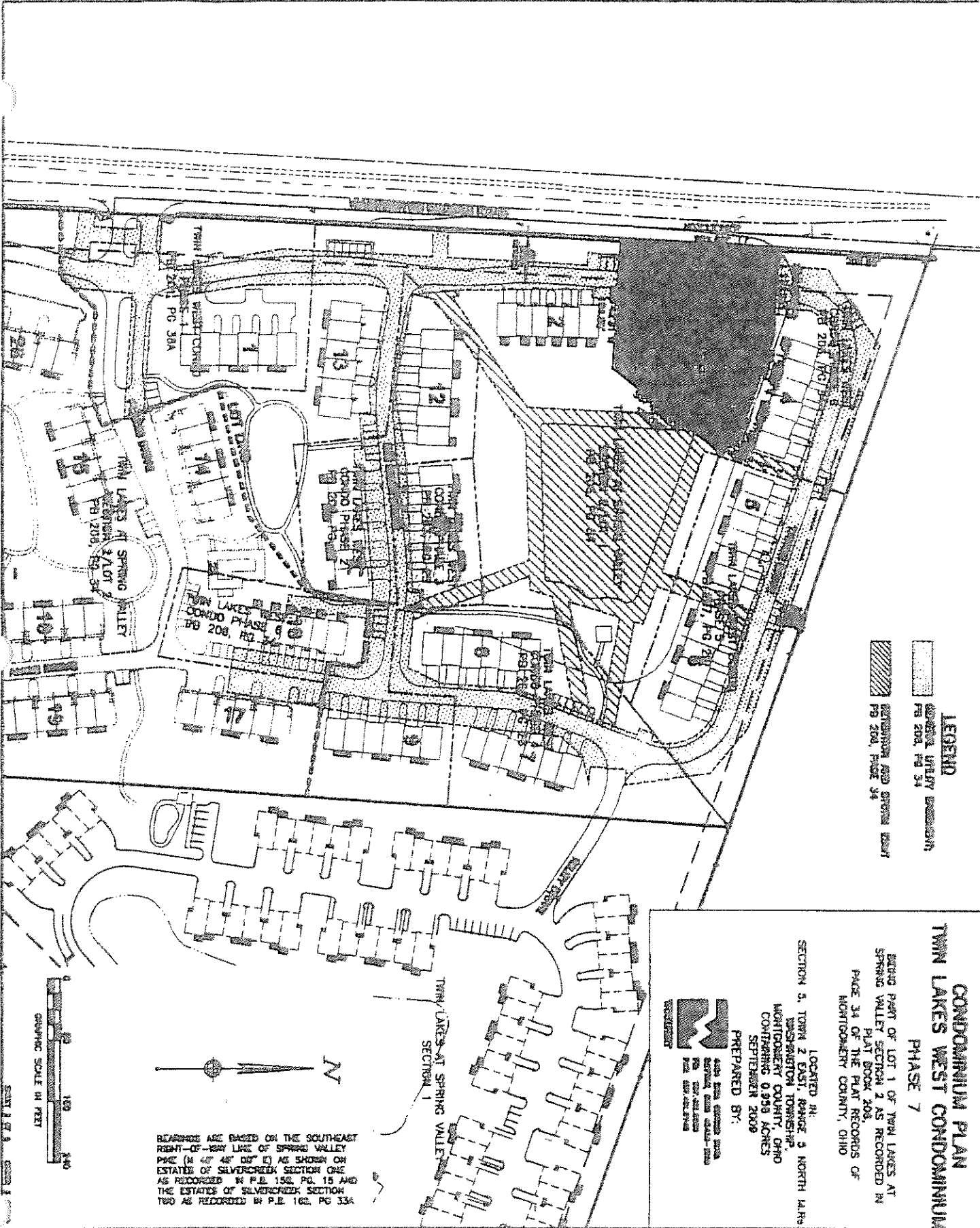


M. J. & S. J. ENGINEERS, INC.
 10000 W. STATE ST.
 COLUMBUS, OHIO 43240



BEARINGS AND DISTANCES BASED ON THE SOUTHEAST
 RIGHT-OF-WAY LINE OF SPRING VALLEY PLE
 (74° 48' 48" 00" E) AS SHOWN ON THE
 ESTATES OF SILVERCREEK SECTION ONE AS
 RECORDED IN P.L. 150, PG. 15 AND THE
 ESTATES OF SILVERCREEK SECTION TWO AS
 RECORDED IN P.L. 102, PG. 33

SPRING VALLEY AREA MAP





LEGEND

-  EXISTING UTILITY EASEMENT
PG 201, PG 34
-  IMPROVEMENT AND OTHER EASEMENT
PG 201, PAGE 34

CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 7

BEING PART OF LOT 1 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED IN
PLAT BOOK 208,
PAGE 34 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2 EAST, RANGE 3 NORTH 14th
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.958 ACRES
SEPTEMBER 2009
PREPARED BY:

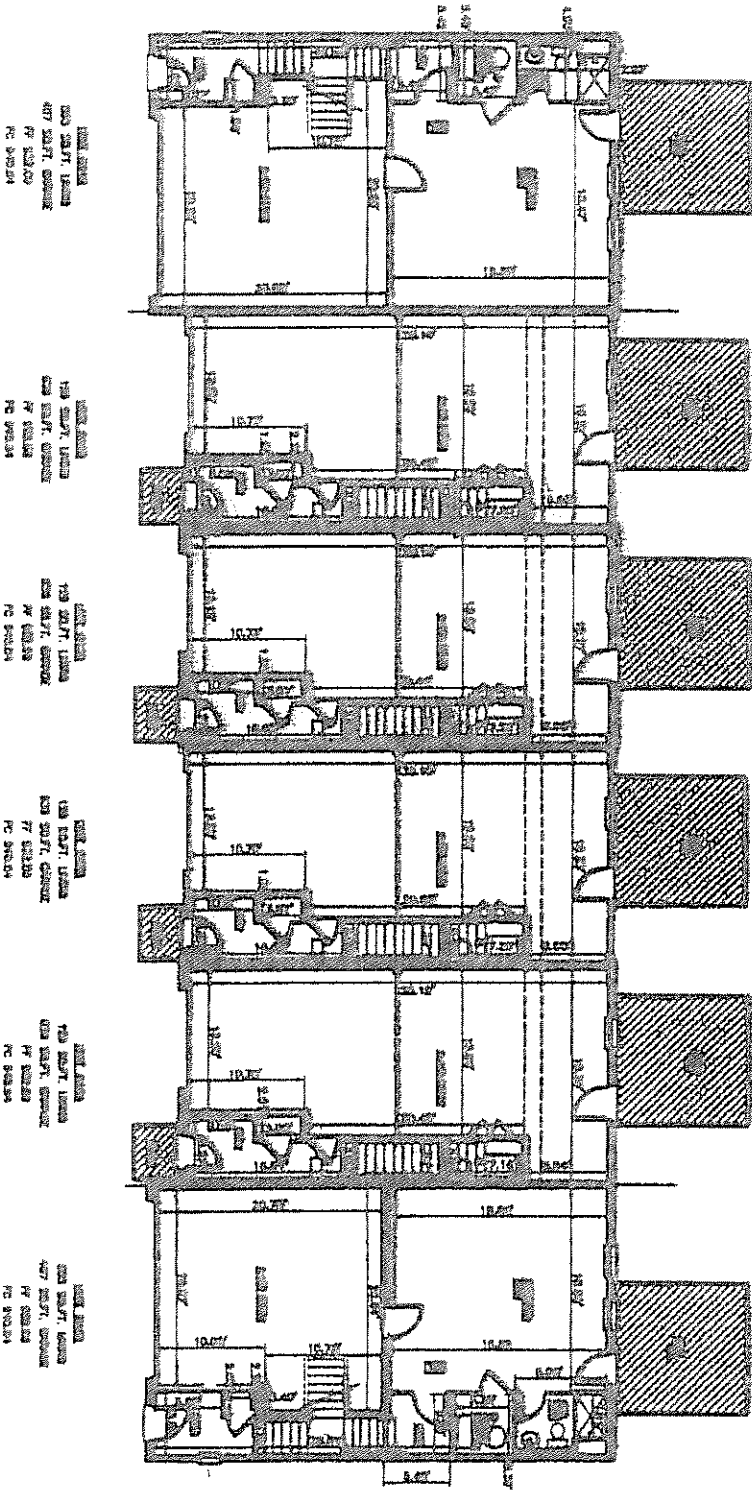


BEARINGS ARE BASED ON THE SOUTHEAST
POINT-OF-NEAR LINE OF SPRING VALLEY
PHE (IN 47° 45' 00" E) AS SHOWN ON
ESTATES OF SILVERCREEK SECTION ONE
AS RECORDED IN P.L. 156, PG. 15 AND
THE ESTATES OF SILVERCREEK SECTION
TWO AS RECORDED IN P.L. 162, PG. 33A



 INDICATES LIMITED COMMON ELEMENTS FOR PORCH, DECK AND PATIO

NOTES
1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED



UNIT AREA
620 SQ.FT. UNITS
477 SQ.FT. COMMON
PC 54234

UNIT AREA
799 SQ.FT. UNITS
628 SQ.FT. COMMON
PC 54234

UNIT AREA
799 SQ.FT. UNITS
628 SQ.FT. COMMON
PC 54234

UNIT AREA
620 SQ.FT. UNITS
477 SQ.FT. COMMON
PC 54234

UNIT AREA
799 SQ.FT. UNITS
628 SQ.FT. COMMON
PC 54234

UNIT AREA
620 SQ.FT. UNITS
477 SQ.FT. COMMON
PC 54234

BUILDING 3



PREPARED BY:

 4000 EAST GREENWAY
 CLEVELAND, OHIO 44130
 TEL: 216.397.4200
 FAX: 216.397.4204

LOCATED IN:
SECTION 9, TOWN 2 EAST, RANGE 5 NORTH M.R.S.
WASHINGTON TOWNSHIP LAWRANCE COUNTY, OHIO
CONTAINING 0.936 ACRES
SEPTEMBER 2009

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 7**

BEING PART OF LOT 1 OF TWIN LAKES
AT SPRING VALLEY SECTION 2 AS
RECORDED IN PLAT BOOK 208
PAGE 34 OF THE PLAT RECORDS OF
HAMILTON COUNTY, OHIO

INDICATES UNITED COMMON ELEMENTS
FOR PORCH, DECK AND PATIO

NOTES
1. ALL BUILDINGS IN THIS PHASE WERE
BUILT PER PLAN AND FIELD MEASURED

PREPARED BY:
SEAMS DEVELOPMENT CORPORATION
1001 EAST MAIN STREET
MONTICELLO, OHIO 45858
PHONE 419-398-2100
FAX 419-398-2101

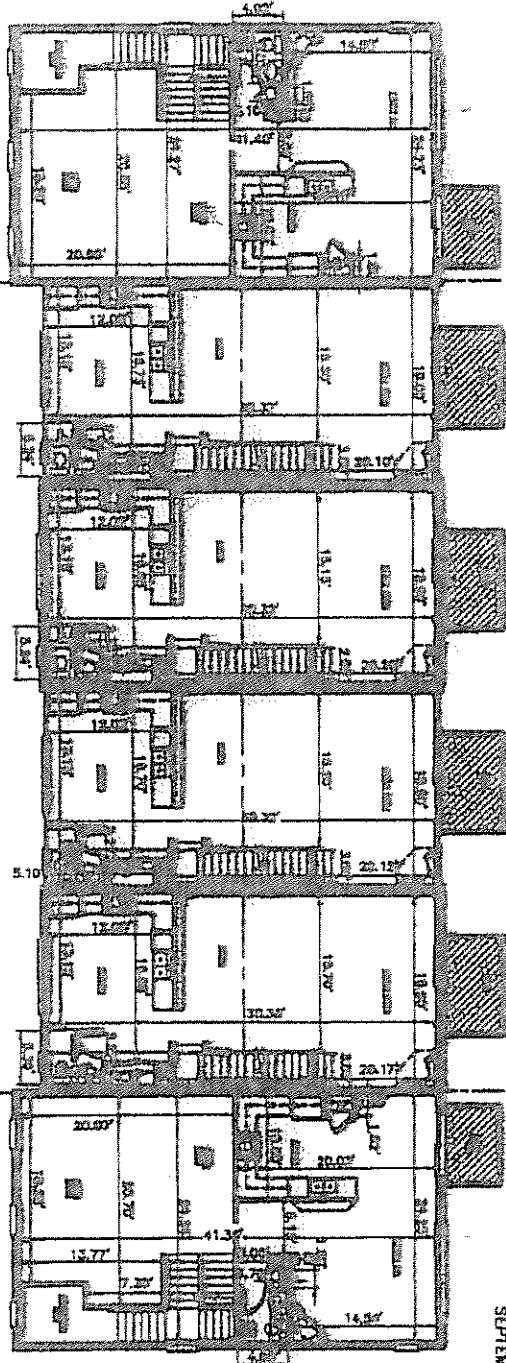
BUILDING 3



**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 7**

BEING PART OF LOT 1 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED IN
PLAT BOOK 204,
PAGE 34 OF THE PLAT RECORDS OF
MONTICELLO COUNTY, OHIO

LOCATED IN
SECTION 5, TOWN 2 EAST, RANGE 5 NORTH M.R.,
WESCHMISTON TOWNSHIP,
MONTICELLO COUNTY, OHIO
CONTAINING 0.958 ACRES
SEPTEMBER 2009



UNIT 101
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 102
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 103
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 104
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 105
703 SQAFT.
29 SQAFT.
29 SQAFT.

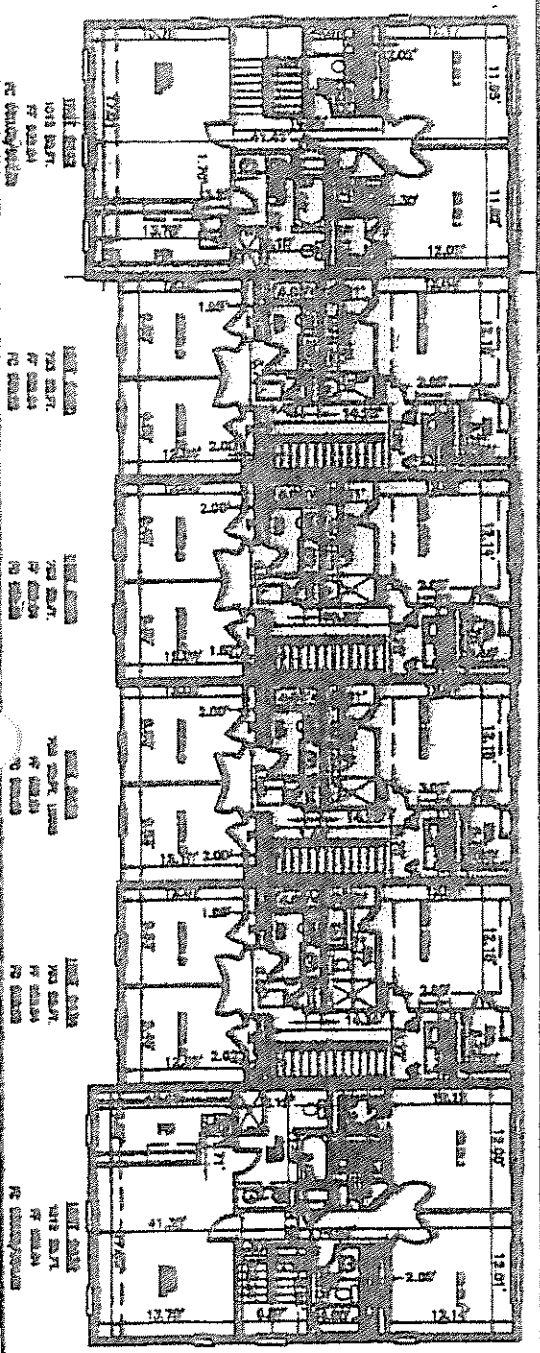
UNIT 106
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 107
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 108
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 109
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 110
703 SQAFT.
29 SQAFT.
29 SQAFT.



UNIT 101
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 102
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 103
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29 SQAFT.
29 SQAFT.

UNIT 104
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 105
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 106
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 107
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 108
703 SQAFT.
29 SQAFT.
29 SQAFT.

UNIT 109
703 SQAFT.
29 SQAFT.
29 SQAFT.

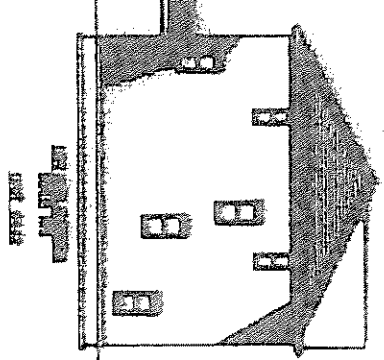
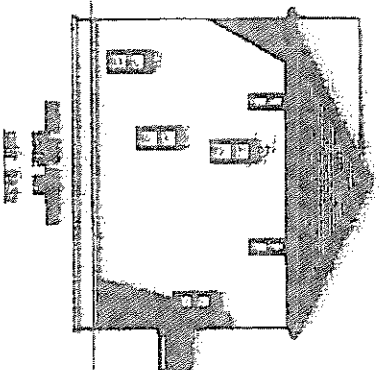
UNIT 110
703 SQAFT.
29 SQAFT.
29 SQAFT.



SEAMS

1001 E.A.

BUILDING 3



**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 7**

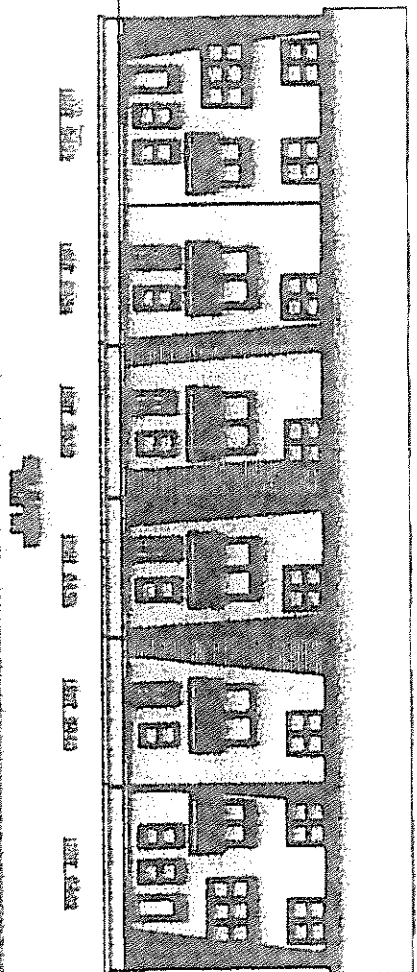
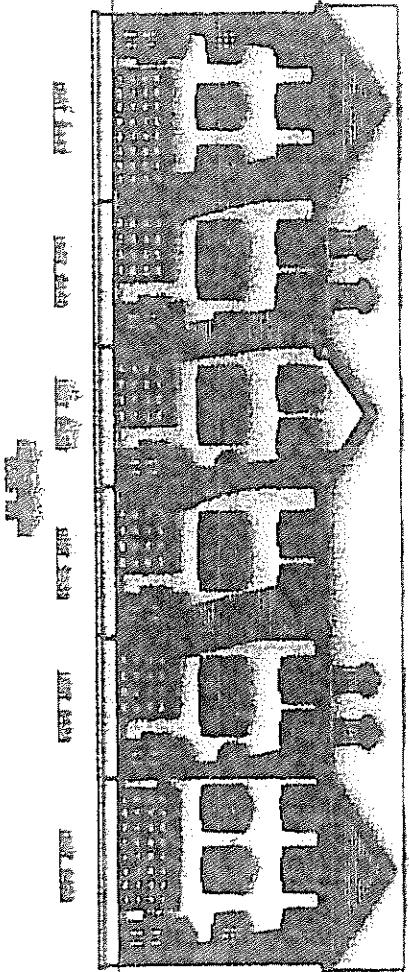
BEING PART OF LOT 1 AND OF WEST LAKES AT SPRING VALLEY SECTION 2 AS FURNISHED IN PLAT BOOK 2009, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

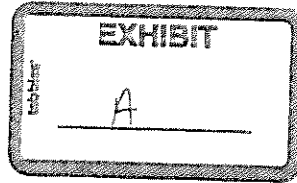
LOCATED IN:
SECTION 5, TOWNSHIP 2 EAST, RANGE 9 NORTH N. R. 10,
MONTGOMERY COUNTY, OHIO
SEPTEMBER 2009



WEST MOUNTAIN ARCHITECTS
1500 N. W. 10th St.
P.O. Box 1000
Tampa, FL 33601-1000

PREPARED BY:





DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 7
MONTGOMERY COUNTY, OHIO
CONTAINING 0.956 ACRES
September 16, 2009

WOOLPERT, INC.

4454 Idea Center Blvd

Dayton, Ohio 45430-1500

937.481.5660

Fax: 937.461.0743

www.woolpert.com

Situate in Section 5, Township 2 East, Range 5 North, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Section 2 Lot 1 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded as Instrument Record Deed Number 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the northwest corner of Twin Lakes West Condo Phase 6 as recorded in Plat Book 206, Page 34, said point also being on the easterly right-of-way line of Washington Church Road;

thence along said easterly right-of-way of Washington Church Road South three degrees seventeen minutes twenty-nine seconds West (S 03°17'29"W) for a distance of two hundred two and 54/100 feet (202.54') to the **TRUE POINT OF BEGINNING** of the following described tract of land;

thence leaving said easterly right-of-way of Washington Church Road and along the south line of said Twin Lakes West Condo Phase 6 for the following three (3) courses:

1. South eighty-four degrees twenty-five minutes seven seconds East (S84°25'07"E) for a distance of one hundred eleven and 74/100 feet (111.74') to corner of said Twin Lakes West Condo Phase 6;
2. South seventy-one degrees forty-six minutes five seconds East (S71°46'05"E) for a distance of ninety-five and 16/100 feet (95.16') to a corner of said Twin Lakes West Condo Phase 6;
3. South sixty-one degrees ten minutes thirty-five seconds East (S61°10'35"E) for a distance of sixty-six and 69/100 feet (66.69') to a corner of said Twin Lakes West Condo Phase 6;

thence leaving the south line of Twin Lakes West Condo Phase 6 and across said Lot 1 South thirty-seven degrees forty-seven minutes fifty-three seconds West (S37°47'53"W) for a distance of one hundred seventy-four and 56/100 feet (174.56') to a point;

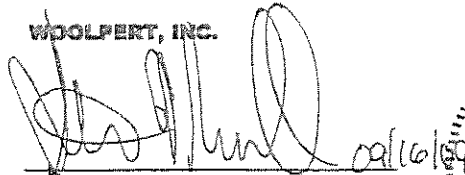
thence continuing across said Lot 1 North eighty-six degrees forty-two minutes thirty-one seconds West (N86°42'31"W) for a distance of one hundred sixty-four and 88/100 feet (164.88') to a point on the easterly right-of-way of said Washington Church Road;

thence along said easterly right-of-way North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for a distance of two hundred one and 58/100 feet (201.58') to the **TRUE POINT OF BEGINNING**. Containing one and 198/1000 (0.956) acres, more or less subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

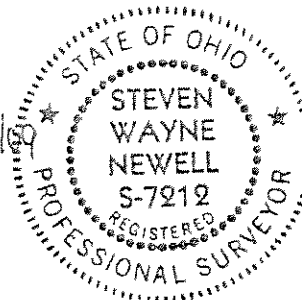
This description was prepared from a field survey performed by Woolpert, Inc., under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

WOOLPERT, INC.



Steven W. Newell
Ohio Professional Surveyor #7212



PICKREL, SCHAEFFER AND EBELING

PAUL E. ZIMMER
ALAN B. SCHAEFFER
ANDREW C. STORAR
JON M. ROSEMEYER
JAMES W. KELLEHER
JAMES L. JACOBSON**
JEFFREY S. SEHNEY
L. MICHAEL BLY
MICHAEL W. SANDNER
JOHN E. CLOUGH***
DAVID H. MONTGOMERY

* Also licensed in FL
** Also licensed in FL and MI
*** Also licensed in NY
**** Also admitted in MA
***** Also admitted in NY and CT

A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER
40 NORTHMAIN STREET
DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

www.pselaw.com

DONALD G. SCHWELLER
PAUL J. WINTERHALTER
R. PETER FINKE
MICHELE L. KING****
JOSEPH P. MATTERA*****
MATTHEW D. STOKELY*****
GERALD L. McDONALD**
MATTHEW C. SORG
JULIE C. HAMMOND
SARAH B. CARTER

OF COUNSEL
IRA H. THOMSEN
ALISON K. SACKENHEIM

October 16, 2009

Joyce Ballman
National City Mortgage Company
3232 Newmark Drive
Miamisburg, Ohio 45342

Re: Twin Lakes West Condominium—Phase 7

Dear Joyce:

The undersigned is an attorney at law, licensed to practice law in the State of Ohio. I am familiar with the provisions of Title 53, Chapter 5311 of the Ohio Revised Code, which is the Ohio statute permitting and relating to the creation of a condominium, hereinafter referred to as "Ohio Law". I am also familiar with any applicable local government's laws or regulations regarding the creation of a condominium in Washington Township, Montgomery County, Ohio, hereinafter referred to as "Local Laws". I have also reviewed the requirements of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as set forth in the HUD Handbook 4265.1, Appendix 24, hereinafter referred to as the "Appendix". The undersigned expresses no opinions as to questions concerning laws of any other jurisdiction, except as set forth herein.

The above project is named Twin Lakes West Condominium, located off of Washington Church Road, a public roadway by way of Placid Drive, Big Bear Drive, and Tahoe Drive, private roadways, in Washington Township, Montgomery County, Ohio. This project includes multiple Phases, with the most recent Phase being Phase 7.

The developer, Simms Twin Lakes West, Ltd. ("Developer"), has requested the undersigned to perform certain legal services in relation to the Twin Lakes West Condominium project. The undersigned understands that this opinion will be relied upon by certain lending institutions, including, but not limited to, Fannie Mae, in determining whether certain requirements have been met in connection with such lending institution's acceptance of mortgages in the project related to the sale of condominium units.

In forming this opinion, the undersigned has examined and relied upon the following listed documents for Twin Lakes West Condominium. All of said documents are hereinafter referred to as "Condominium Instruments":

1. The Declaration of Covenants, Conditions and Restrictions for Twin Lakes West Condominium, hereinafter referred to as the "Declaration", which was recorded on or about November 18, 2005, at D05-118315, of the Deed Records of Montgomery County, Ohio, and subsequent amendments thereto;
2. The Articles of Incorporation for Twin Lakes West Condominium Association, Inc., hereinafter referred to as the "Articles" filed at 1576740, of the Ohio Secretary of State Records; and
3. The By-Laws of the Twin Lakes West Condominium Association.

In reviewing the foregoing Condominium Instruments, it is evident the Declaration includes a legal description, a table of allocated interests in ownership of the common elements, a plat and the project condominium plan. With this Development, there was not an initial public offering statement made at the time of construction, and traditional institutional financing has been used in the construction of this condominium project.

As of the date of this letter, it is my opinion that the Condominium Instruments, as filed, are in compliance with Ohio law, Local Laws, and the Appendix. Furthermore, it is my opinion that the Condominium Instruments are in compliance with the requirements of the Fannie Mae Selling Guide, Part XII, Chapter 2, Exhibit 1—Legal Requirements for Fannie Mae in Accordance with Announcement 05-03. This opinion relates to Phase 6 of the Twin Lakes West Condominium, an expandable condominium pursuant to the Declaration and Ohio Law, and as such, the same is not a new project, but rather an expansion of the existing condominium development. There are no amenities or facilities subject to any restriction or reservation in favor of the Developer or Declarant, as defined in the Declaration.

I hereby further certify that to my knowledge the condominium project Condominium Instruments, contracts, conveyances, plats, plans and other documents relating to the establishment and maintenance of the condominium project are in full force and effect and have not been changed, modified, revised, superseded or terminated in whole or in part.

In providing the certifications set forth in this letter on "our knowledge," the words "our knowledge" or "my knowledge" signify that, in the course of our representations of the Developer, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been involved in representing the Developer in any capacity.

Although we have acted as counsel for the Developer, our engagement as counsel has been limited to specific matters as to which we were consulted by the Developer. This certification, as expressed herein, is limited to factual matters on which we have been consulted, and other factual matters may exist about which we have no knowledge.

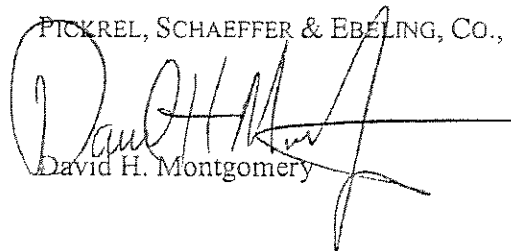
The certifications contained herein are hereby specifically qualified by reference to and are based solely upon laws, rules, and regulations in effect on the date hereof, and are subject to modification to the extent that such laws, rulings and regulations may be changed in the future. However, we do not undertake, and have not undertaken, any obligations to advise you of any such changes.

This certification is limited to the matters set forth herein, and no opinion is implied or may be inferred beyond the matters expressly stated. I assume no obligation to revise or supplement this certification if the present law of the State of Ohio is changed by legislative action, judicial decision or otherwise.

This certification is provided at your request and is to be limited in its use to reliance by you in consummating the transactions contemplated in the note and mortgage dated as of the same date of this Certification. No other person or entity can rely or claim reliance on this certification, except as described herein. This opinion is for the use of Fannie Mae, Fannie Mae's successors and assigns, and the lender for the purchase of specific condominium units within the project. This opinion is made without qualification, except as specifically set forth herein.

Sincerely yours,

PICKREL, SCHAEFFER & EBELING, CO., L.P.A.



David H. Montgomery

DHM/lcj
Enclosures
cc: Leslie Nagel (w/o encl.)

PICKREL, SCHAEFFER AND EBELING

PAUL E. ZIMMER
ALAN B. SCHAEFFER
ANDREW C. STORAR
JON M. ROSEMEYER
JAMES W. KELLEHER
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MATTHEW C. SDRG
JULIE C. HAMMOND
SARAH B. CARTER

OF COUNSEL
IRA H. THOMSEN
ALISON N. SACKENHEIM

January 21, 2010

Sharon Orf
National City Mortgage Company
3232 Newmark Drive
Miamisburg, Ohio 45342

Re: Twin Lakes West Condominium—Phase 8

Dear Cherie:

The undersigned is an attorney at law, licensed to practice law in the State of Ohio. I am familiar with the provisions of Title 53, Chapter 5311 of the Ohio Revised Code, which is the Ohio statute permitting and relating to the creation of a condominium, hereinafter referred to as "Ohio Law". I am also familiar with any applicable local government's laws or regulations regarding the creation of a condominium in Washington Township, Montgomery County, Ohio, hereinafter referred to as "Local Laws". I have also reviewed the requirements of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as set forth in the HUD Handbook 4265.1, Appendix 24, hereinafter referred to as the "Appendix". The undersigned expresses no opinions as to questions concerning laws of any other jurisdiction, except as set forth herein.

The above project is named Twin Lakes West Condominium, located off of Washington Church Road, a public roadway by way of Placid Drive, Big Bear Drive, and Tahoe Drive, private roadways, in Washington Township, Montgomery County, Ohio. This project includes multiple Phases, with the most recent Phase being Phase 8.

The developer, Simms Twin Lakes West, Ltd. ("Developer"), has requested the undersigned to perform certain legal services in relation to the Twin Lakes West Condominium project. The undersigned understands that this opinion will be relied upon by certain lending institutions, including, but not limited to, Fannie Mae, in determining whether certain requirements have been met in connection with such lending institution's acceptance of mortgages in the project related to the sale of condominium units.

In forming this opinion, the undersigned has examined and relied upon the following listed documents for Twin Lakes West Condominium. All of said documents are hereinafter referred to as "Condominium Instruments":

Serving Dayton – Serving You – For 95 Years

17L1872

1. The Declaration of Covenants, Conditions and Restrictions for Twin Lakes West Condominium, hereinafter referred to as the "Declaration", which was recorded on or about November 18, 2005, at D05-118315, of the Deed Records of Montgomery County, Ohio, and subsequent amendments thereto;
2. The Articles of Incorporation for Twin Lakes West Condominium Association, Inc., hereinafter referred to as the "Articles" filed at 1576740, of the Ohio Secretary of State Records; and
3. The By-Laws of the Twin Lakes West Condominium Association.

In reviewing the foregoing Condominium Instruments, it is evident the Declaration includes a legal description, a table of allocated interests in ownership of the common elements, a plat and the project condominium plan. With this Development, there was not an initial public offering statement made at the time of construction, and traditional institutional financing has been used in the construction of this condominium project.

As of the date of this letter, it is my opinion that the Condominium Instruments, as filed, are in compliance with Ohio law, Local Laws, and the Appendix. Furthermore, it is my opinion that the Condominium Instruments are in compliance with the requirements of the Fannie Mae Selling Guide, Part XII, Chapter 2, Exhibit 1—Legal Requirements for Fannie Mae in Accordance with Announcement 05-03. This opinion relates to Phase 8 of the Twin Lakes West Condominium, an expandable condominium pursuant to the Declaration and Ohio Law, and as such, the same is not a new project, but rather an expansion of the existing condominium development. There are no amenities or facilities subject to any restriction or reservation in favor of the Developer or Declarant, as defined in the Declaration.

I hereby further certify that to my knowledge the condominium project Condominium Instruments, contracts, conveyances, plats, plans and other documents relating to the establishment and maintenance of the condominium project are in full force and effect and have not been changed, modified, revised, superseded or terminated in whole or in part.

In providing the certifications set forth in this letter on "our knowledge," the words "our knowledge" or "my knowledge" signify that, in the course of our representations of the Developer, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been involved in representing the Developer in any capacity.

Although we have acted as counsel for the Developer, our engagement as counsel has been limited to specific matters as to which we were consulted by the Developer. This certification, as expressed herein, is limited to factual matters on which we have been consulted, and other factual matters may exist about which we have no knowledge.

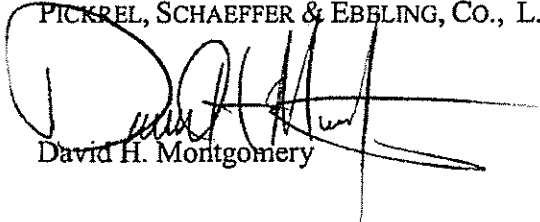
The certifications contained herein are hereby specifically qualified by reference to and are based solely upon laws, rules, and regulations in effect on the date hereof, and are subject to modification to the extent that such laws, rulings and regulations may be changed in the future. However, we do not undertake, and have not undertaken, any obligations to advise you of any such changes.

This certification is limited to the matters set forth herein, and no opinion is implied or may be inferred beyond the matters expressly stated. I assume no obligation to revise or supplement this certification if the present law of the State of Ohio is changed by legislative action, judicial decision or otherwise.

This certification is provided at your request and is to be limited in its use to reliance by you in consummating the transactions contemplated in the note and mortgage dated as of the same date of this Certification. No other person or entity can rely or claim reliance on this certification, except as described herein. This opinion is for the use of Fannie Mae, Fannie Mae's successors and assigns, and the lender for the purchase of specific condominium units within the project. This opinion is made without qualification, except as specifically set forth herein.

Sincerely yours,

PICKREL, SCHAEFFER & EBELING, CO., L.P.A.



David H. Montgomery

DHM/lcj

cc: Charles H. Simms
Tracey Butt

\$358.20 01/21/10 15:09:10
COND-10-003863 0014
Montgomery County
Willis E. Blackshear Recorder

NO TRANSFER NEEDED

10 JAN 21 PM 3: 01

KARL L. KEITH
AUDITOR

14 + 20

SEVENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 8)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: January ____, 2010

PLAT REFERENCE:

Book: 214, Page(s): 1-1E

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A.,
2700 Kettering Tower, Dayton, Ohio 45423.

SEVENTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 8)

This Seventh Amendment to Declaration, hereinafter referred to as the "Seventh Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11, 11A-11H
Sixth Amendment	09-069760	Book 213, Pages 28 – 28E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

(h) Building 2 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9420	2	Placid	9426	2	Cumberland
9422	2	Cumberland	9428	2	Cumberland
9424	2	Cumberland	9430	2	Placid

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety, and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

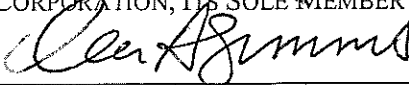
4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 11th day of January, 2010, as evidenced by the below signature and acknowledgment.

DECLARANT

SIMMS TWIN LAKES WEST, LTD.

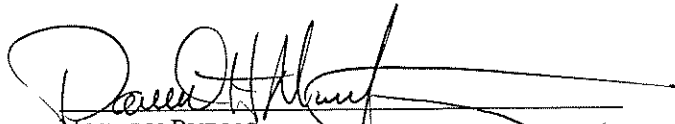
BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

BY: 

CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 11th day of January, 2010, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.


NOTARY PUBLIC DAVID H. MONTGOMERY, JR., Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.05 O. R. C.

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A.,
2700 Kettering Tower, Dayton, Ohio 45423.
PL.17L0544

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	.0129 1/78%	9450	.0135 1/78%
1668	.0135 1/78%	9452	.0130 1/78%
1669	.0135 1/78%	9454	.0135 1/78%
1670	.0129 1/78%	9456	.0135 1/78%
1671	.0129 1/78%	9458	.0130 1/78%
1672	.0135 1/78%	9460	.0135 1/78%
1673	.0135 1/78%	9462	.0130 1/78%
1674	.0129 1/78%	9464	.0135 1/78%
1675	.0129 1/78%	9466	.0130 1/78%
1676	.0135 1/78%	9468	.0130 1/78%
1677	.0135 1/78%	9470	.0135 1/78%
1678	.0129 1/78%	9472	.0130 1/78%
1687	.0129 1/78%	9474	.0135 1/78%
1689	.0135 1/78%	9476	.0130 1/78%
1691	.0129 1/78%	9478	.0135 1/78%
1693	.0135 1/78%	9481	.0135 1/78%
1695	.0129 1/78%	9483	.0129 1/78%
1697	.0135 1/78%	9485	.0135 1/78%
9400	.0135 1/78%	9486	.0129 1/78%
9402	.0129 1/78%	9487	.0129 1/78%
9404	.0135 1/78%	9488	.0135 1/78%
9406	.0129 1/78%	9489	.0135 1/78%
9408	.0135 1/78%	9490	.0129 1/78%
9410	.0129 1/78%	9491	.0129 1/78%
9420	.0135 1/78%	9492	.0135 1/78%
9422	.0105 1/78%	9496	.0129 1/78%
9424	.0105 1/78%	9497	.0135 1/78%
9426	.0105 1/78%	9498	.0135 1/78%
9428	.0105 1/78%	9499	.0129 1/78%
9430	.0135 1/78%	9501	.0135 1/78%
9432	.0135 1/78%	9503	.0129 1/78%
9434	.0105 1/78%	9505	.0135 1/78%
9436	.0105 1/78%	9507	.0129 1/78%
9438	.0105 1/78%	9508	.0135 1/78%
9440	.0105 1/78%	9510	.0105 1/78%
9442	.0135 1/78%	9512	.0105 1/78%
9444	.0130 1/78%	9514	.0105 1/78%
9446	.0135 1/78%	9516	.0105 1/78%
9448	.0130 1/78%	9518	.0135 1/78%

DESCRIPTION OF TWIN LAKES WEST CONDOMINIUM PHASE 8
MONTGOMERY COUNTY, OHIO CONTAINING 3.103 ACRES
DECEMBER 2009

"EXHIBIT A"

Situate in Section 5, Township 2 East, Range 5 North, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 1 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded as Instrument Record Deed Number 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of Twin Lakes West Condo Phase 6 as recorded in Plat Book 206, Page 34, said point also being on the easterly right-of-way line of Washington Church Road;

thence along said easterly right-of-way of Washington Church Road South three degrees seventeen minutes twenty-nine seconds West (S03°17'29"W) for a distance of four hundred four and 17/100 feet (404.17') to the **TRUE POINT OF BEGINNING** of the following described tract of land;

thence leaving said easterly right-of-way of Washington Church Road and along the south line of Twin Lakes West Condo Phase 7 as recorded in Plat Book 213, Page 28 for the following two (2) courses:

1. South eighty-six degrees forty-two minutes thirty-one seconds East (S86°42'31"E) for a distance of one hundred sixty-four and 88/100 feet (164.88');
2. North thirty-seven degrees forty-seven minutes fifty-three seconds East (N37°47'53"E) for a distance of one hundred seventy-four and 56/100 feet (174.56') to a corner of said Twin Lakes West Condo Phase 7, said point also being a corner of Twin Lakes Condo Phase 5 as recorded in Plat Book 207, Page 29;

thence along the south line of said Twin Lakes West Condo Phase 5 South seventy degrees thirty-six minutes twenty seconds East (S70°36'20"E) for a distance of three hundred fifty-four and 38/100 feet (354.38') to a corner of said Twin Lakes West

Condo Phase 5, said point also being on the northwest line of Twin Lakes West Condo Phase 4 as recorded in Plat Book 204, Page 26;

thence along the west line of said Twin Lakes West Condo Phase 4 for the following two (2) courses:

1. South fifty-one degrees twenty-two minutes forty-one seconds West (S51°22'41"W) for a distance of one hundred fifty-nine and 22/100 feet (159.22');
2. South three degrees fifty-two minutes thirty-seven seconds West (S03°52'37"W) for a distance of ninety-three and 07/100 feet (93.07') to a corner of Twin Lakes Condo Phase 3 as recorded in Plat Book 203, Page 23;

thence along the north line of said Twin Lakes West Condo Phase 3 South eighty-five degrees fifty-eight minutes fifty-nine seconds West (S85°58'59"W) for a distance of one hundred ninety-two and 04/100 feet (192.04') to a corner of Twin Lakes West Condo Phase 2 as recorded in Plat Book 202, Page 17;

thence along the north line of said Twin Lakes West Condo Phase 2 for the following two (2) courses:

1. North eighty-seven degrees sixteen minutes twenty-eight seconds West (N87°16'28"W) for a distance of one hundred forty-six and 98/100 feet (146.98');
2. South forty-five degrees six minutes forty-five seconds West (S45°06'45"W) for a distance of one hundred thirty-six and 83/100 feet (136.83') to a point;

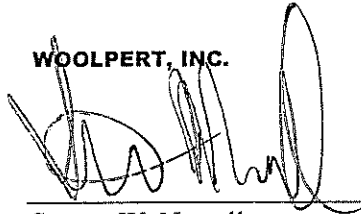
thence North eighty-six degrees forty-two minutes and thirty-one seconds West (N86°42'31"W) for a distance of fifty-six and 12/100 feet (56.12') to a point on said easterly right-of-way line of Washington Church Road;

thence along said easterly right-of-way North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for a distance of two hundred eighty-one and 72/100 feet (281.72') to the **TRUE POINT OF BEGINNING**. Containing three and 103/1000 (3.103) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, Inc., under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

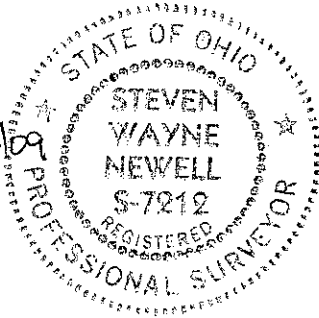
The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

WOOLPERT, INC.



12/22/09

Steven W. Newell
Ohio Professional Surveyor #7212



State of Ohio, Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as lienholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
"OWNER"
Charles H. Simms, President

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

TRACEY M. BUTT
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014

Be it remembered that on this day of January, 2010 before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Charles H. Simms, President of Charles V. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.

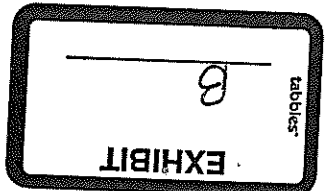
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

TRACEY M. BUTT
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014

Signed on the date set forth in acknowledgment:
"Mortgagee" Fifth Third Bank

By: [Signature]
State of Ohio, me, the undersigned, a Notary Public in and for the State of Ohio, personally came Fifth Third Bank, by [Signature] to me known, and acknowledged the signing and execution of the within plot to be his voluntary act and deed on behalf of the association.

TRACEY M. BUTT
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014

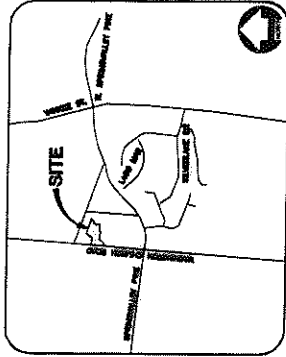
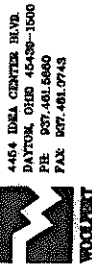


CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 8

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2 EAST, RANGE 5 NORTH M.R.S. WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 3.103 ACRES DECEMBER 2009

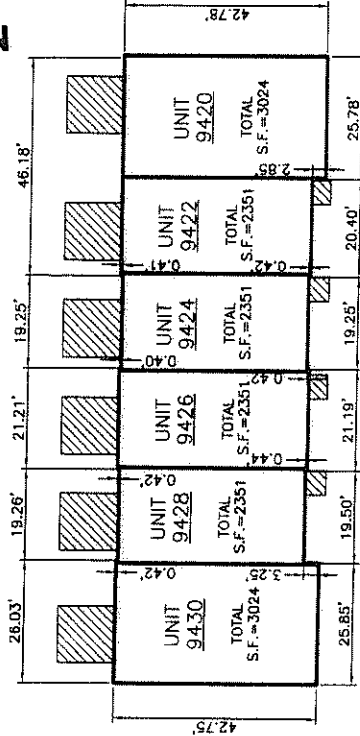
PREPARED BY:



VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS

LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
UNIT AREA



BUILDING NO. 2
NTS

DESCRIPTION

The within Condominium Plan is Part of Lot 1 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 3.103 acres as conveyed to Simms Twin Lakes West, LTD., as recorded in Instrument Record Deed Number 06-080866 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.



[Signature]
By Steven M. Newell
Ohio Professional Surveyor #7212
DATE 01/15/10

ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, improvements and buildings.



[Signature]
By John A. Peterson
Ohio Professional Engineer #63137
DATE 01/15/10

APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER

CHECKED BY: [Signature]
DATE 01/15/10
FILE 2226-6322

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM

PHASE 8

BEING PART OF LOT 1 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED IN
PLAT BOOK 206,
PAGE 34 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2 EAST, RANGE 5 NORTH M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 3.103 ACRES
DECEMBER 2009

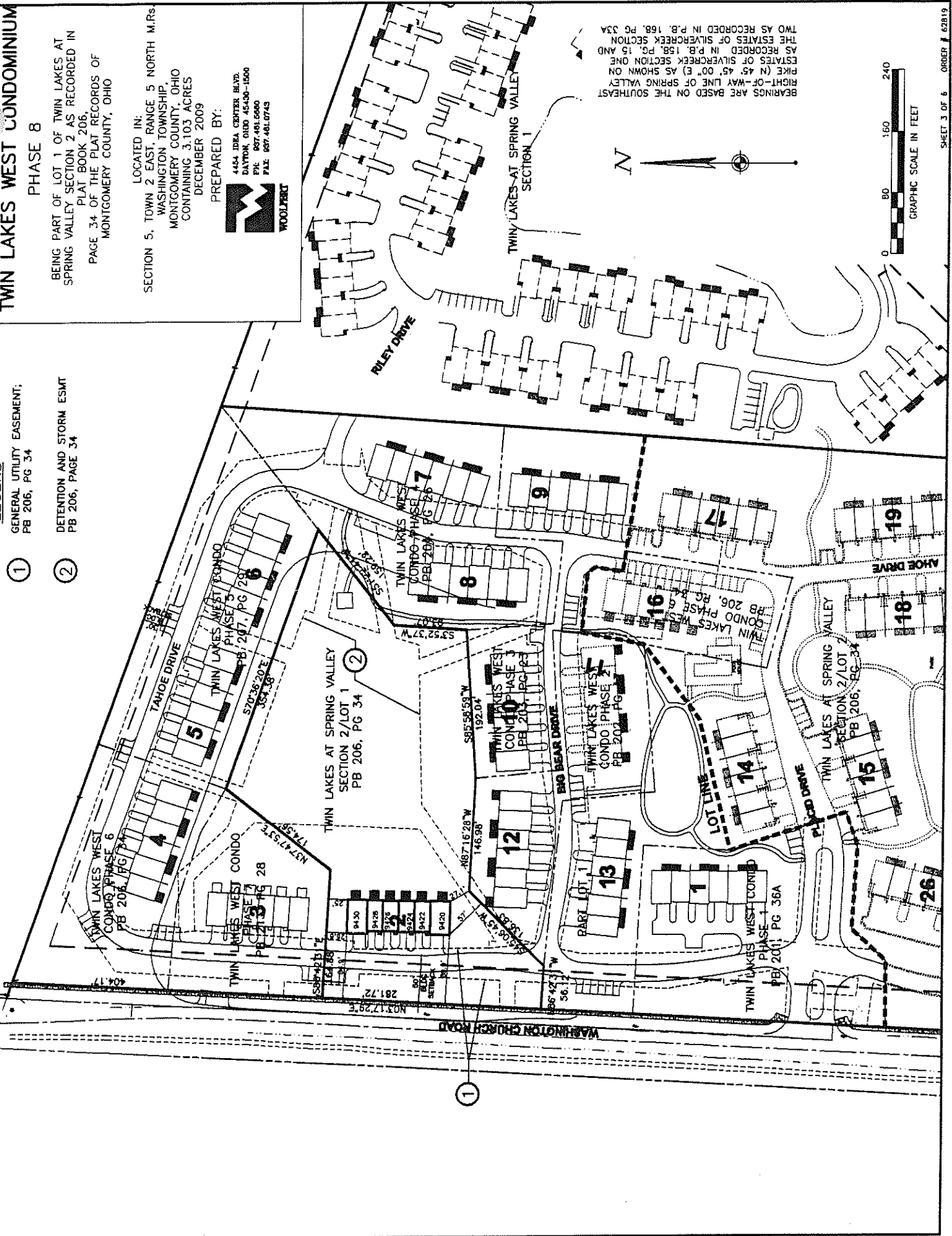
PREPARED BY:



4454 IDRA CENTER BLVD.
DAYTON, OHIO 45400-1000
P.O. BOX 481, 60600
TEL: 937.481.0743
FAX: 937.481.0743

LEGEND

- ① GENERAL UTILITY EASEMENT;
PB 206, PG 34
- ② DETENTION AND STORM ESMT
PB 206, PAGE 34



BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY
PIKE (N 45° 45' 00" E) AS SHOWN ON
ESTATES OF SILVERCREEK SECTION ONE
AS RECORDED IN P.B. 158, PG. 15 AND
THE ESTATES OF SILVERCREEK SECTION
TWO AS RECORDED IN P.B. 168, PG. 33A

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM**

PHASE 8

BEING PART OF LOT 1 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206,
PAGE 34 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2 EAST, RANGE 5 NORTH M.R.S.,
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 3.103 ACRES
DECEMBER 2009

PREPARED BY:

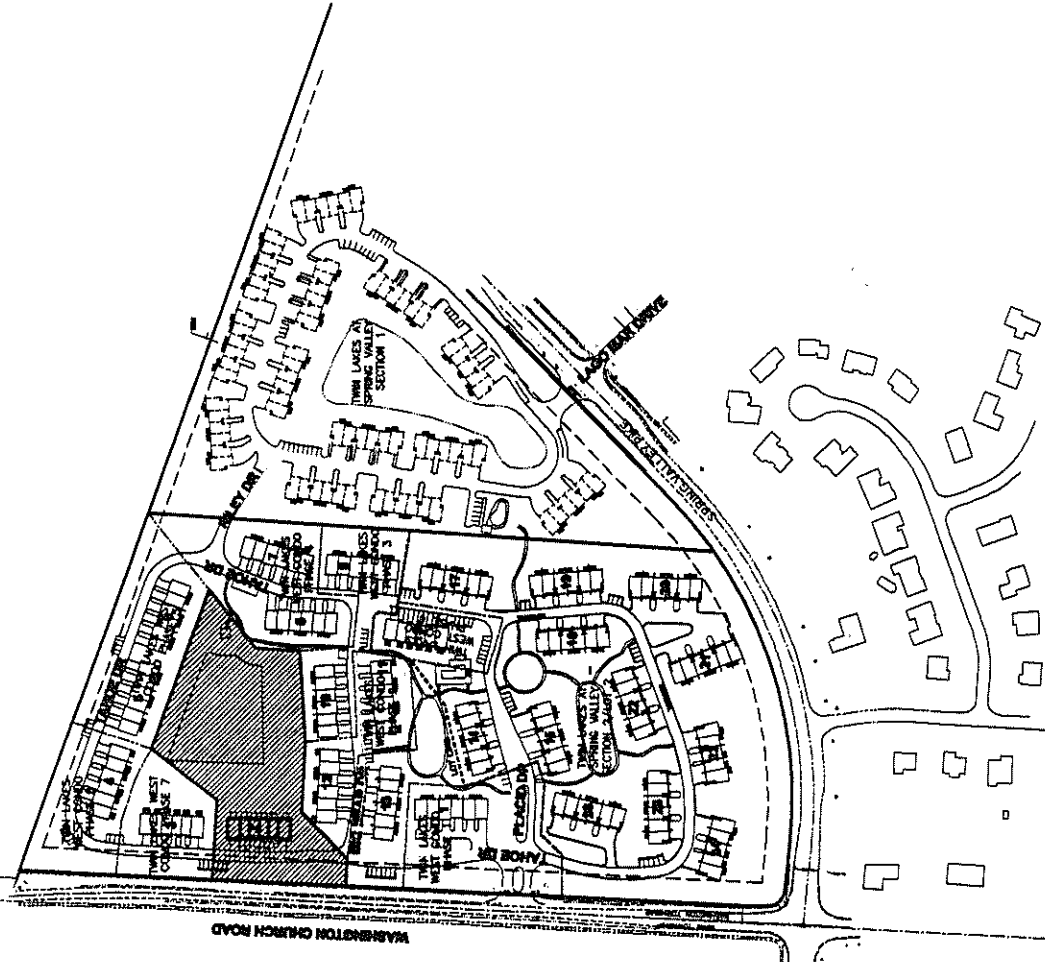


4454 IDEA CENTER BLVD.
DAYTON, OHIO 45430-1500
P/E 937.481.6680
P/A 937.481.0743

BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE
(N 45° 45' 00" E) AS SHOWN ON THE
ESTATES OF SILVERCREAK SECTION ONE AS
RECORDED IN P.B. 158, PG. 19 AND THE
ESTATES OF SILVERCREAK SECTION TWO AS
RECORDED IN P.B. 158, PG. 35A



SUPERIMPOSED AREA MAP



BENCHMARK
FIRE HYDRANT APPROXIMATELY FIVE-HUNDRED
SEVENTY-ONE FEET (571') NORTH OF WASHINGTON
CHURCH ROAD/SPRING VALLEY PIKE INTERSECTION
ON WEST SIDE OF WASHINGTON CHURCH ROAD.
ELEVATION = 939.70.

PICKREL, SCHAEFFER AND EBELING

PAUL E. ZIMMER
ALAN B. SCHAEFFER
ANDREW C. STORAR
JON M. ROSEMEYER
JAMES W. KELLEHER
JAMES L. JACOBSON*
JEFFREY S. SENNEY
L. MICHAEL BLY
MICHAEL W. SANDNER
JOHN E. CLOUGH***
DAVID H. MONTGOMERY

* Also licensed in FL
**Also licensed in FL and MI
***Also licensed in NY
****Also admitted in MA
***** Also admitted in NY and CT

A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER
40 NORTH MAIN STREET
DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

www.pselaw.com

DONALD G. SCHWELLER
PAUL J. WINTERHALTER
R. PETER FINKE
MICHELE L. KING****
JOSEPH P. MATTERA***
MATTHEW D. STOKELY*****
GERALD L. McDONALD**
MATTHEW C. SORG
JULIE C. HAMMOND
SARAH B. CARTER

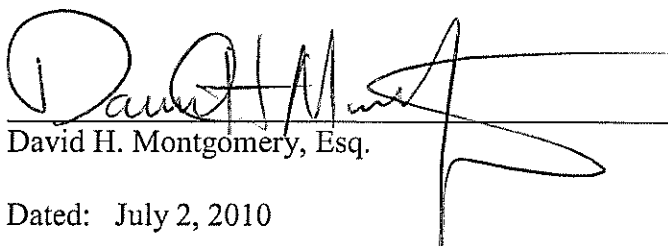
OF COUNSEL
IRA H. THOMSEN
ALISON N. SACKENHEIM

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 9)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Eighth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Eighth Amendment", which adds additional property to the Condominium consisting of six (6) Residential Units. With the exception of adding additional property, the Eighth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Eighth Amendment, are in compliance with Ohio law, Local Law and the Appendix; Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.


David H. Montgomery, Esq.

Dated: July 2, 2010

\$375.20 06/25/10 15:19:26
COND-10-037336 0013
Montgomery County
Willis E. Blackshear Recorder

NO TRANSFER NEEDED
10 JUN 25 PM 2: 54
KARL L. KEITH
AUDITOR

13

EIGHTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 9)

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

Montgomery County Auditor

By: _____

Dated: June _____, 2010

PLAT REFERENCE:

Book: 214, Page(s): 27 + 27A-E

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

EIGHTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 9)

This Eighth Amendment to Declaration, hereinafter referred to as the "Eighth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11, 11A-11H
Sixth Amendment	09-069760	Book 213, Pages 28 – 28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

(i) Building 17 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9513	17	Placid	9519	17	Ontario
9515	17	Ontario	9521	17	Placid
9517	17	Placid	9523	17	Ontario

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety, and inserting Schedule 11.01, attached hereto and

incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 15th day of June, 2010, as evidenced by the below signature and acknowledgment.

DECLARANT

SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 15 day of June, 2010, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.



TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 5, 2014

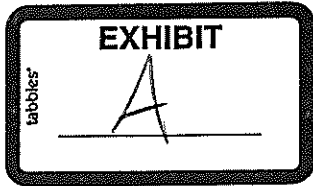
Tracey M. Butt
NOTARY PUBLIC

BOX

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.
PL.1868730

SCHEDULE 11.01

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.1929 1/84%	9456	1.2546 1/84%
1668	1.2546 1/84%	9458	1.1925 1/84%
1669	1.2546 1/84%	9460	1.2546 1/84%
1670	1.1929 1/84%	9462	1.1925 1/84%
1671	1.1929 1/84%	9464	1.2546 1/84%
1672	1.2546 1/84%	9466	1.1925 1/84%
1673	1.2546 1/84%	9468	1.1925 1/84%
1674	1.1929 1/84%	9470	1.2546 1/84%
1675	1.1929 1/84%	9472	1.1925 1/84%
1676	1.2546 1/84%	9474	1.2546 1/84%
1677	1.2546 1/84%	9476	1.1925 1/84%
1678	1.1929 1/84%	9478	1.2546 1/84%
1687	1.1929 1/84%	9481	1.2546 1/84%
1689	1.2546 1/84%	9483	1.1929 1/84%
1691	1.1929 1/84%	9485	1.2546 1/84%
1693	1.2546 1/84%	9486	1.1929 1/84%
1695	1.1929 1/84%	9487	1.1929 1/84%
1697	1.2546 1/84%	9488	1.2546 1/84%
9400	1.2546 1/84%	9489	1.2546 1/84%
9402	1.1929 1/84%	9490	1.1929 1/84%
9404	1.2546 1/84%	9491	1.1929 1/84%
9406	1.1929 1/84%	9492	1.2546 1/84%
9408	1.2546 1/84%	9496	1.1929 1/84%
9410	1.1929 1/84%	9497	1.2546 1/84%
9420	1.2546 1/84%	9498	1.2546 1/84%
9422	.9758 1/84%	9499	1.1929 1/84%
9424	.9758 1/84%	9501	1.2546 1/84%
9426	.9758 1/84%	9503	1.1929 1/84%
9428	.9758 1/84%	9505	1.2546 1/84%
9430	1.2546 1/84%	9507	1.1929 1/84%
9432	1.2546 1/84%	9508	1.2546 1/84%
9434	.9758 1/84%	9510	.9758 1/84%
9436	.9758 1/84%	9512	.9758 1/84%
9438	.9758 1/84%	9513	1.2546 1/84%
9440	.9758 1/84%	9514	.9758 1/84%
9442	1.2546 1/84%	9515	1.1925 1/84%
9444	1.1925 1/84%	9516	.9758 1/84%
9446	1.2546 1/84%	9517	1.2546 1/84%
9448	1.1925 1/84%	9518	1.2546 1/84%
9450	1.2546 1/84%	9519	1.1925 1/84%
9452	1.1925 1/84%	9521	1.2546 1/84%
9454	1.2546 1/84%	9523	1.1925 1/84%



DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 9
MONTGOMERY COUNTY, OHIO
CONTAINING 0.789 ACRES
JUNE 2, 2010

WOOLPERT, INC.
4454 Idea Center Boulevard
Dayton, Ohio 45430-1500
937.461.5660
Fax: 937.461.0743
www.woolpert.com

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the northeast corner of said Lot 2 of Twin Lakes at Spring Valley Section 2;

thence along the east line of said Lot 2 of Twin Lakes at Spring Valley South four degrees twelve minutes forty-six seconds West ($S04^{\circ}12'46''W$) for a distance of two hundred eight and $24/100$ feet ($208.24'$) to a point;

thence North eighty-five degrees forty-seven minutes fourteen seconds West ($N85^{\circ}47'14''W$) for a distance of one hundred sixty-nine and $27/100$ feet ($169.27'$) to the southeast corner of Twin Lakes West Condominium Phase 6;

thence along the east line of said Twin Lakes West Condominium Phase 6 North nine degrees four minutes forty-three seconds East ($N09^{\circ}04'43''E$) for a distance of two hundred twenty-one and $86/100$ feet ($221.86'$) to a point on the south line of Twin Lakes West Condominium Phase 3;

thence along the south line of said Twin Lakes West Condominium Phase 3 South eighty degrees fifty-five minutes seventeen seconds East ($S80^{\circ}55'17''E$) for a distance of one hundred fifty one and $00/100$ feet ($151.00'$) to the **POINT OF BEGINNING**, containing zero and $789/1000$ (0.789) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

**Description of Twin Lakes West Condominium
Phase 9
Washington, Ohio**

June 2, 2010

Page 2

This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

WOOLPERT

Steven W. Newell
Ohio Professional Surveyor #7212

Date: June 10

State of Ohio,
Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as beneficiaries, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
"OWNER"

Charles H. Simms
Charles H. Simms, President



Tracey M. Butt
Notary Public
In and for the State of Ohio
My Commission Expires: March 5, 2014

State of Ohio,
Be it remembered that on this 10 day of June, 2010, before me, the undersigned, a Notary Public, in and for the State of Ohio, personally came Simms Twin Lakes West, Ltd by Charles H. Simms, President of Charles V. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Tracey M. Butt
Notary Public in and for State of Ohio
My Commission expires: March 5, 2014



Signed on the date set forth in acknowledgment:
"Mortgagee" Fifth Third Bank
By: Joel T. Boyd

State of Ohio,
Be it remembered that on this 10 day of June, 2010, before me, the undersigned, a Notary Public in and for said State of Ohio, personally came Fifth Third Bank, by Joel T. Boyd, its duly authorized officer, to be known, and acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the corporation.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written



Tracey M. Butt
Notary Public in and for State of Ohio
In and for the State of Ohio
My Commission Expires: March 5, 2014

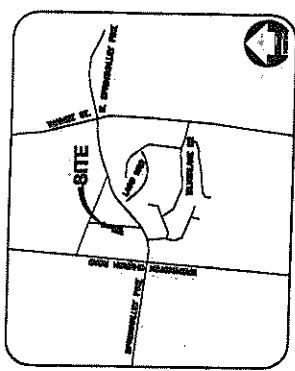
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 9

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206,
PAGE 34 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.789 ACRES
MAY 2010

PREPARED BY:

M
4454 IDEA CENTER BLVD.
DAYTON, OHIO 45424-1500
TEL 937.461.6960
FAX 937.461.0743
WOOLPERT



VICINITY MAP

DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 1.881 acres as conveyed to Simms Twin Lakes West, LTD., as recorded in Instrument Record Deed Number 05-116786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.

By: Steven W. Newell
Ohio Professional Surveyor #7212
ENGINEER'S CERTIFICATION



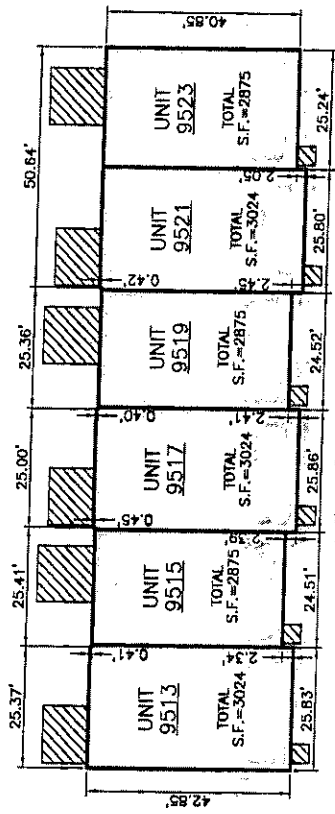
These drawings accurately show graphically, in so far as possible, all of the improvements and buildings.

By: John A. Fettsch
Ohio Professional Engineer #63137
APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER

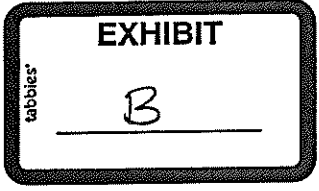


CHECKED BY: Ron
NO. 10-0189
FILE

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
UNIT AREA



BUILDING NO. 17
N/S



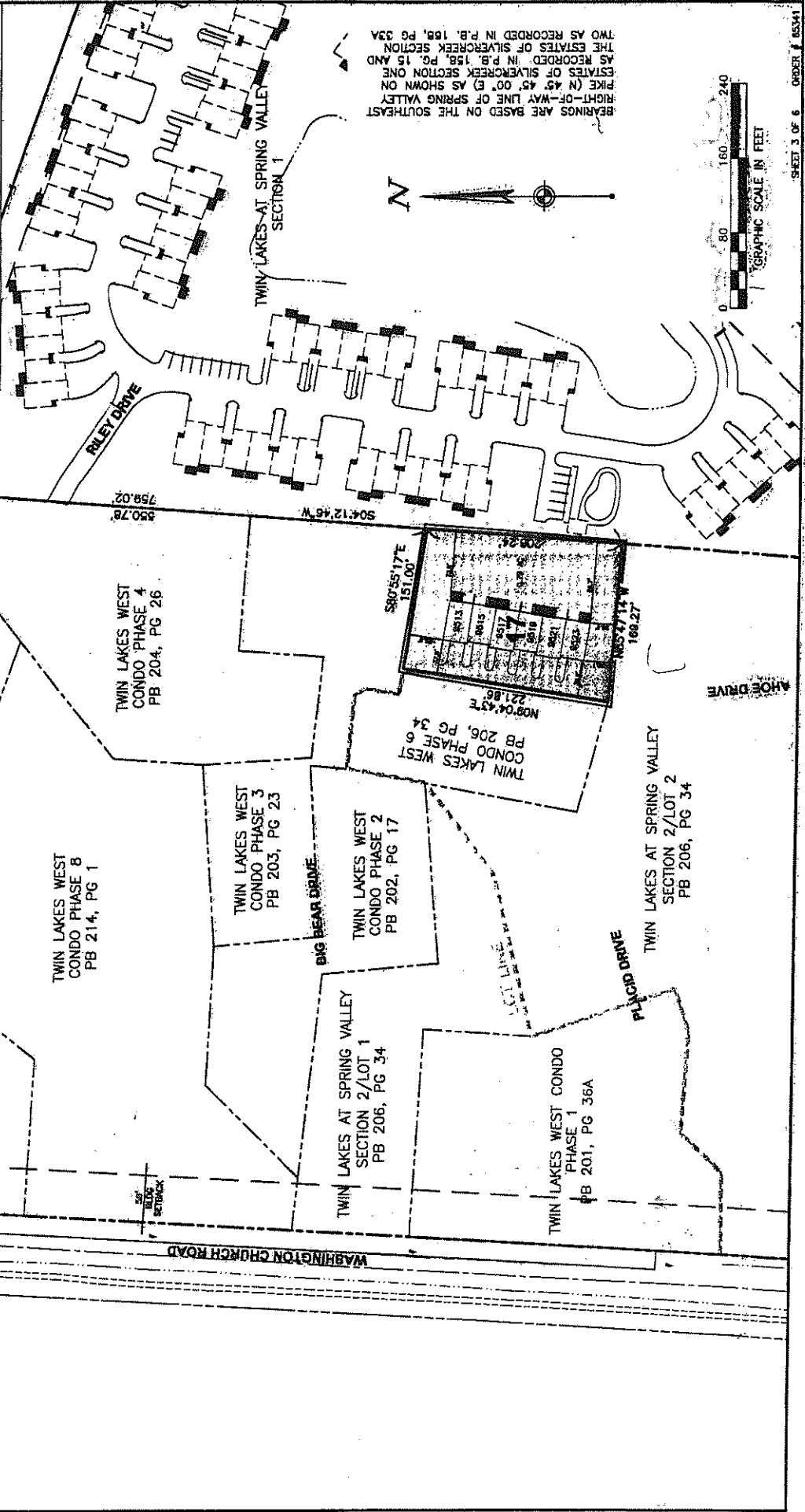
**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM**

PHASE 9

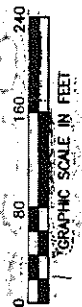
BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED IN
PLAT BOOK 206,
PAGE 34 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.79 ACRES
MAY 2010

PREPARED BY:



BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY
PIKE (N 45° 45' 00" E) AS SHOWN ON
ESTATES OF SILVERCREEK SECTION ONE
AS RECORDED IN P.B. 158, PG. 15 AND
THE ESTATES OF SILVERCREEK SECTION
TWO AS RECORDED IN P.B. 158, PG. 33A



**CONDOMINIUM 1 IN
TWIN LAKES WEST CONDOMINIUM
PHASE 9**

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206,
PAGE 34 OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

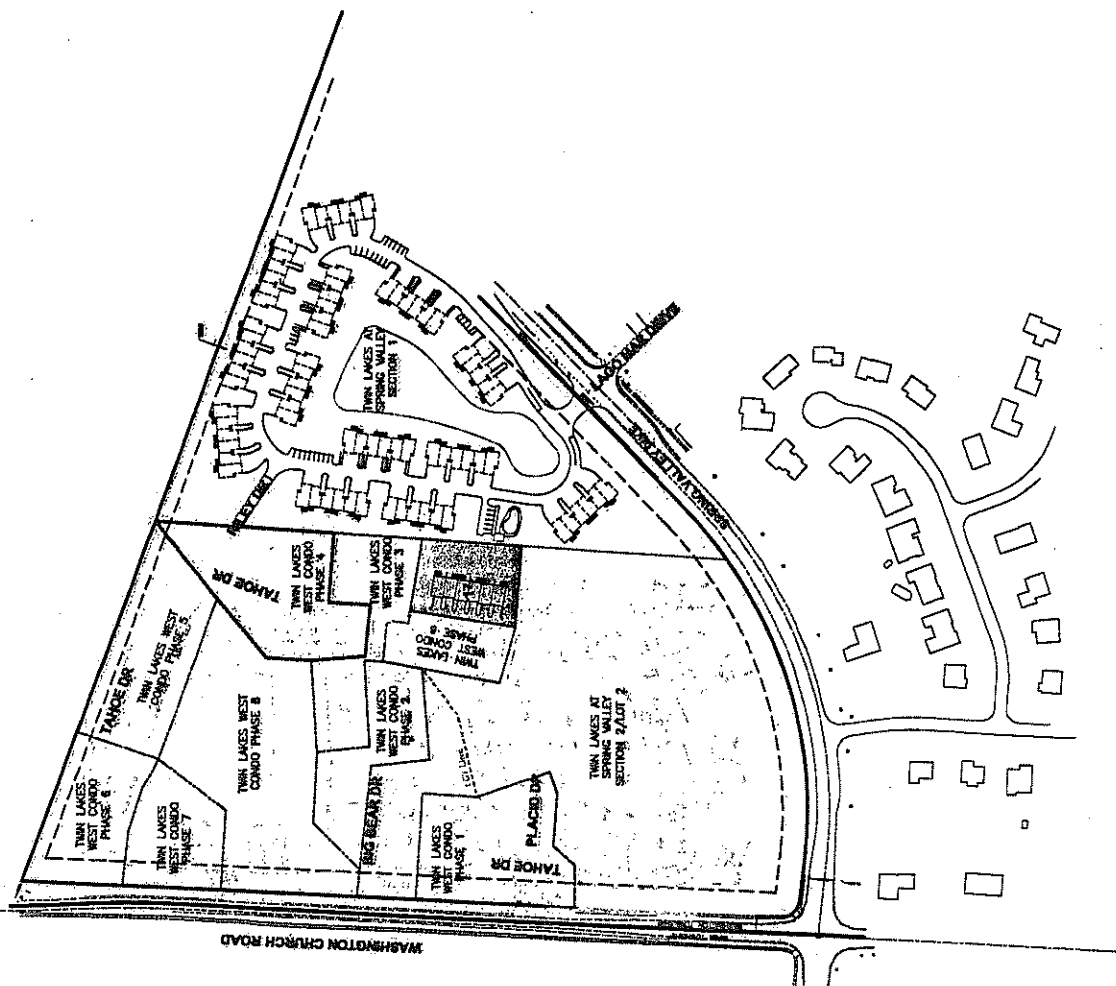
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.79 ACRES
MAY 2010

PREPARED BY:



4454 DEKA CENTER BLDG.
DAYTON, OHIO 45424-1000
TEL 513.461.5600
FAX 513.461.0743

BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE
(N 45° 45' 00" E) AS SHOWN ON THE
ESTATES OF SILVERCREEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 15 AND THE
ESTATES OF SILVERCREEK SECTION TWO AS
RECORDED IN P.B. 158, PG. 33A



SUPERIMPOSED AREA MAP

BENCHMARK:
FIRE HYDRANT APPROXIMATELY FIVE-HUNDRED
SEVENTY-ONE FEET (571') NORTH OF WASHINGTON
CHURCH ROAD/SPRING VALLEY PIKE INTERSECTION
ON WEST SIDE OF WASHINGTON CHURCH ROAD.
ELEVATION = 939.70.

3322 20 07/12/11 14:59:16
COND-11-040259 0012
Montgomery County
Willis E. Blackshear Recorder

NO TRANSFER NEEDED
11 JUL 12 PM 2:57
KARL L. KEITH
AUDITOR

NINTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 10)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: July 12, 2011

PLAT REFERENCE:

Book: 217, Page(s): 5A-E

607

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

NINTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 10)

This Ninth Amendment to Declaration, hereinafter referred to as the "Ninth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11 - 11H
Sixth Amendment	09-069760	Book 213, Pages 28 - 28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

(i) Building 14 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.02 of the Declaration is hereby amended by adding the following text in its entirety, as new subsections (e) and (f), to said Section:

(e) Superior is a three (3) story townhouse with a lower level containing approximately 2,496 square feet, including the garage.

(f) Erie is a three (3) story townhouse with a lower level containing approximately 1,620 square feet, including the garage.

D. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
1787	14	Superior	1793	14	Erie
1789	14	Erie	1795	14	Erie
1791	14	Erie	1797	14	Superior

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective

percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 7th day of July, 2011, as evidenced by the below signature and acknowledgment.

DECLARANT

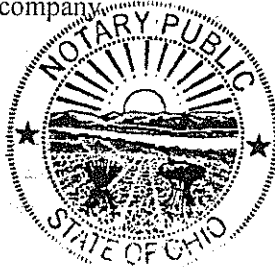
SIMMS TWIN LAKES WEST, LTD.

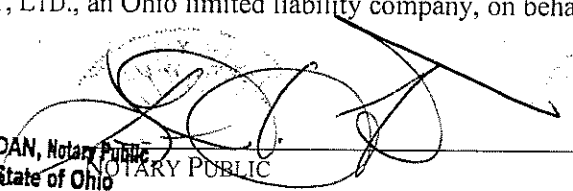
BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 7th day of July, 2011, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.




LINDA S. JORDAN, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 17, 2012

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A.,
2700 Kettering Tower, Dayton, Ohio 45423. PL.19N0300

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.1386 1/90%	9450	1.1976 1/90%
1668	1.1976 1/90%	9452	1.1385 1/90%
1669	1.1976 1/90%	9454	1.1976 1/90%
1670	1.1386 1/90%	9456	1.1976 1/90%
1671	1.1386 1/90%	9458	1.1385 1/90%
1672	1.1976 1/90%	9460	1.1976 1/90%
1673	1.1976 1/90%	9462	1.1385 1/90%
1674	1.1386 1/90%	9464	1.1976 1/90%
1675	1.1386 1/90%	9466	1.1385 1/90%
1676	1.1976 1/90%	9468	1.1385 1/90%
1677	1.1976 1/90%	9470	1.1976 1/90%
1678	1.1386 1/90%	9472	1.1385 1/90%
1687	1.1386 1/90%	9474	1.1976 1/90%
1689	1.1976 1/90%	9476	1.1385 1/90%
1691	1.1386 1/90%	9478	1.1976 1/90%
1693	1.1976 1/90%	9481	1.1976 1/90%
1695	1.1386 1/90%	9483	1.1386 1/90%
1697	1.1976 1/90%	9485	1.1976 1/90%
1787	0.9885 1/90%	9486	1.1386 1/90%
1789	0.6417 1/90%	9487	1.1386 1/90%
1791	0.6417 1/90%	9488	1.1976 1/90%
1793	0.6417 1/90%	9489	1.1976 1/90%
1795	0.6417 1/90%	9490	1.1386 1/90%
1797	0.9885 1/90%	9491	1.1386 1/90%
9400	1.1976 1/90%	9492	1.1976 1/90%
9402	1.1386 1/90%	9496	1.1386 1/90%
9404	1.1976 1/90%	9497	1.1976 1/90%
9406	1.1386 1/90%	9498	1.1976 1/90%
9408	1.1976 1/90%	9499	1.1386 1/90%
9410	1.1386 1/90%	9501	1.1976 1/90%
9420	1.1976 1/90%	9503	1.1386 1/90%
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9424	0.9310 1/90%	9507	1.1386 1/90%
9426	0.9310 1/90%	9508	1.1976 1/90%
9428	0.9310 1/90%	9510	0.9310 1/90%
9430	1.1976 1/90%	9512	0.9310 1/90%
9432	1.1976 1/90%	9513	1.1976 1/90%
9434	0.9310 1/90%	9514	0.9310 1/90%
9736	0.9310 1/90%	9515	1.1385 1/90%
9438	0.9310 1/90%	9516	0.9310 1/90%
9440	0.9310 1/90%	9517	1.1976 1/90%
9442	1.1976 1/90%	9518	1.1976 1/90%
9444	1.1385 1/90%	9519	1.1385 1/90%
9446	1.1976 1/90%	9521	1.1976 1/90%
9448	1.1385 1/90%	9523	1.1385 1/90%

EXHIBIT A

**DESCRIPTION OF TWIN LAKES WEST CONDOMINIUM PHASE 10
MONTGOMERY COUNTY, OHIO
CONTAINING 0.644 ACRES
JUNE 14, 2011**

Situate in Section 5, Township 2 East, Range 5 North, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded as Instrument Record Deed Number 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Twin Lakes West Condo Phase 6 as recorded in Plat Book 206 at Page 34;

Thence across said Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 South seventy-one degrees twenty minutes fifty-two seconds West ($S71^{\circ}20'52''W$) for a distance of two hundred ten and 18/100 feet (210.18') to a point on the east line of Twin Lakes Condo Phase 1 as recorded in Plat Book 201 Page 36A;

Thence along the east line of said Twin Lakes Condo Phase 1 and the west line of said Lot 2 North eighteen degrees thirty-five minutes fifty-six seconds West ($N18^{\circ}35'56''W$) for a distance of one hundred eighteen and 98/100 feet (118.98') to a corner thereof;

Thence along said lines North seventy-six degrees ten minutes fifty-seven seconds East ($N76^{\circ}10'56''E$) for a distance of one hundred seventy five and 67/100 feet (175.67') to a corner thereof;

Thence continuing along said lines North fifty-two degrees thirty-one minutes twenty-five seconds East ($N52^{\circ}31'25''E$) for a distance of one hundred twenty-two and 05/100 feet (122.05') to a point on a west line of said Twin Lakes West Condo Phase 6;

Thence along said west line, South ten degrees thirty-seven minutes forty seconds West ($S10^{\circ}37'40''W$) for a distance of one hundred sixty-four and 58/100 feet (164.58') to the POINT OF BEGINNING. Containing zero and 644/1000 (0.644) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, Inc., under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Date: June 30, 2011

State of Ohio, Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as leaseholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
"OWNER"
Charles H. Simms
Charles H. Simms, President

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



Tracey M. Butt
Notary Public in and for State of Ohio
In and for the State of Ohio
My Commission Expires: March 5, 2014

By: Tracey M. Butt
Notary Public in and for State of Ohio
My Commission Expires: March 5, 2014



Tracey M. Butt
Notary Public
In and for the State of Ohio
My Commission Expires: March 5, 2014

Signed on the date set forth in acknowledgment:

"Mortgagee" Fifth Third Bank

By: *[Signature]*
173: Vice President

State of Ohio, By: Tracey M. Butt
Notary Public in and for State of Ohio, personally came Fifth Third Bank, by Tracey M. Butt, Vice President, to me known, and acknowledged the signing and execution of the within plat to be the voluntary act and deed on behalf of the association. In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

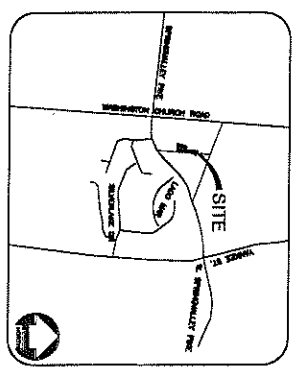
Tracey M. Butt
Notary Public in and for State of Ohio
In and for the State of Ohio
My Commission Expires: March 5, 2014

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 10**

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN: SECTION 5, TOWN 2 EAST, RANGE 5 NORTH, M.R.S. WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 0.644 ACRES MAY 2011

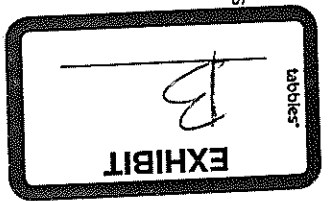
PREPARED BY:
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743



NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
UNITED COMMON ELEMENTS FOR DECK, PAND OR PORCH
UNIT AREA

26.3'	16.7'	16.7'	16.7'	16.7'	16.7'	26.3'
UNIT 1792 TOTAL S.F.=2496 0.4' (typ.)	UNIT 1795 TOTAL S.F.=1620 0.4' (typ.)	UNIT 1793 TOTAL S.F.=1620	UNIT 1791 TOTAL S.F.=1620	UNIT 1789 TOTAL S.F.=1620 0.4' (typ.)	UNIT 1787 TOTAL S.F.=2496 0.4' (typ.)	
26.8'	15.8'	17.5'	15.8'	15.7'	28.7'	32.8'

BUILDING NO. 14



DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.644 acres as conveyed to Simms Twin Lakes West, LTD., as recorded in Instrument Record Deed Number 05-116786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.

By: *[Signature]*
Steven W. Newell
Ohio Professional Surveyor #7212



ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, improvements and buildings.

By: *[Signature]*
John A. Peterson
Ohio Professional Engineer #63137



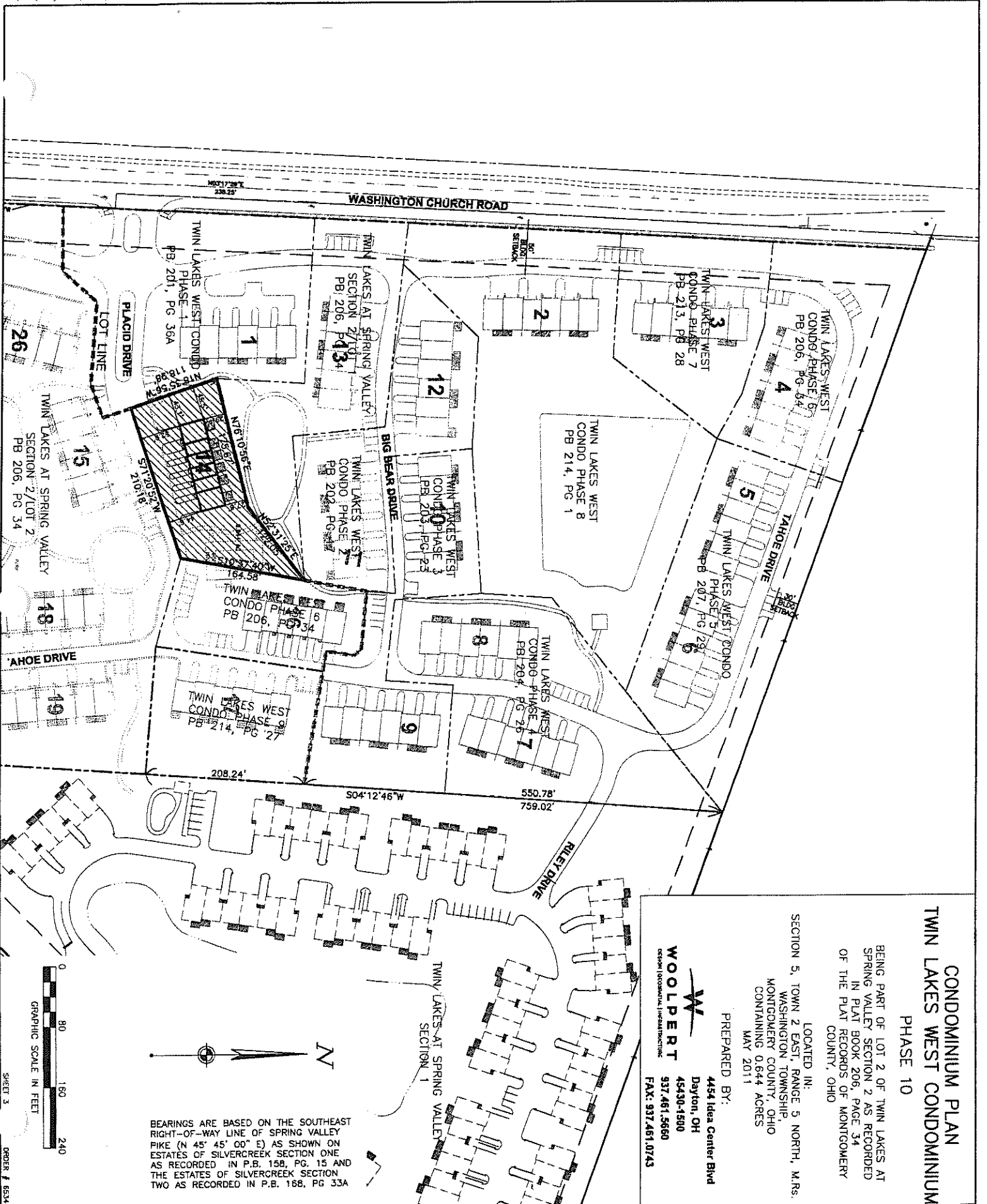
APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER

DATE: 07/11/11

CHECKED BY: *[Signature]*

DATE: 11-01-14



CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 10

BEING PART OF LOT 2 OF TWIN LAKES AT
 SPRING VALLEY SECTION 2 AS RECORDED
 IN PLAT BOOK 206, PAGE 34
 OF THE PLAT RECORDS OF MONTGOMERY
 COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2 EAST, RANGE 5 NORTH, M.R.S.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 0.644 ACRES
 MAY 2011

PREPARED BY:
4454 Idea Center Blvd
Dayton, OH
45430-1580
937.461.5660
937.461.5660
FAX: 937.461.0743

BEARINGS ARE BASED ON THE SOUTHEAST
 RIGHT-OF-WAY LINE OF SPRING VALLEY
 PIKE (N 45° 45' 00" E) AS SHOWN ON
 ESTATES OF SILVERCREEK SECTION ONE
 AS RECORDED IN P.B. 158, PG. 15 AND
 THE ESTATES OF SILVERCREEK SECTION
 TWO AS RECORDED IN P.B. 168, PG. 33A



\$330.20 09/29/11 15:03:34
COND-11-058302 0013
Montgomery County
Willis E. Blackshear Recorder

TRANSFERRED
11 SEP 29 PM 2:56
KARL L. KEITH
AUDITOR

13

TENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 11)

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

Montgomery County Auditor

By:  _____

Deputy

Dated: September ____, 2011

PLAT REFERENCE:

Book: 217, Page(s): 31-31E

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A.,
2700 Kettering Tower, Dayton, Ohio 45423.

TENTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 11)

This Tenth Amendment to Declaration, hereinafter referred to as the "Tenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11 - 11H
Sixth Amendment	09-069760	Book 213, Pages 28 - 28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends

the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

(i) Building 13 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
1688	13	Superior	1694	13	Erie
1690	13	Erie	1696	13	Erie
1692	13	Erie	1698	13	Superior

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 22 day of September, 2011, as evidenced by the below signature and acknowledgment.

DECLARANT

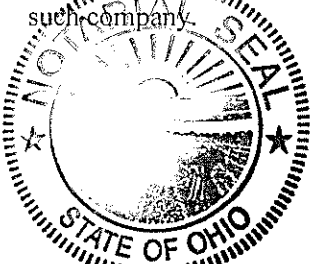
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 22 day of September, 2011, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.



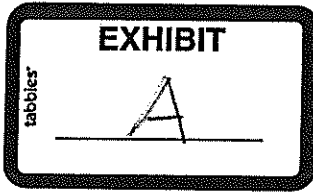
TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 5, 2014

Tracey M Butt
NOTARY PUBLIC

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423. PL.19V2604

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.089%	9444	1.089%
1668	1.146%	9446	1.146%
1669	1.146%	9448	1.089%
1670	1.089%	9450	1.146%
1671	1.089%	9452	1.089%
1672	1.146%	9454	1.146%
1673	1.146%	9456	1.146%
1674	1.089%	9458	1.089%
1675	1.089%	9460	1.146%
1676	1.146%	9462	1.089%
1677	1.146%	9464	1.146%
1678	1.089%	9466	1.089%
1687	1.089%	9468	1.089%
1688	0.945%	9470	1.146%
1689	1.146%	9472	1.089%
1690	0.614%	9474	1.146%
1691	1.089%	9476	1.089%
1692	0.614%	9478	1.146%
1693	1.146%	9481	1.146%
1694	0.614%	9483	1.089%
1695	1.089%	9485	1.146%
1696	0.614%	9486	1.089%
1697	1.146%	9487	1.089%
1698	0.945%	9488	1.146%
1787	0.945%	9489	1.146%
1789	0.614%	9490	1.089%
1791	0.614%	9491	1.089%
1793	0.614%	9492	1.146%
1795	0.614%	9496	1.089%
1797	0.945%	9497	1.146%
9400	1.146%	9498	1.146%
9402	1.089%	9499	1.089%
9404	1.146%	9501	1.146%
9406	1.089%	9503	1.089%
9408	1.146%	9505	1.146%
9410	1.089%	9507	1.089%
9420	1.146%	9508	1.146%
9422	0.890%	9510	0.890%
9424	0.890%	9512	0.890%
9426	0.890%	9513	1.146%
9428	0.890%	9514	0.890%
9430	1.146%	9515	1.089%
9432	1.146%	9516	0.890%
9434	0.890%	9517	1.146%
9736	0.890%	9518	1.146%
9438	0.890%	9519	1.089%
9440	0.890%	9521	1.146%
9442	1.146%	9523	1.089%



**DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 11
MONTGOMERY COUNTY, OHIO
CONTAINING 1.145 ACRES
August 12, 2011**

Situate in Section 5, Township 2 East, Range 5 North, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 1 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded as Instrument Record Deed Number 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way of Washington Church Road, said point being at the northwest corner of Twin Lakes West Condo Phase 1 as recorded in Plat Book 201 at Page 36A;

Thence along said easterly right-of-way of Washington Church Road North three degrees seventeen minutes twenty-nine seconds West ($N03^{\circ}17'29''W$) for a distance of one hundred nineteen and 47/100 feet (119.47') to the southwest corner of Twin Lakes West Condo Phase 8 as recorded in in PB 214, page 1;

Thence along the south line of said Twin Lakes Condo Phase 8 South eighty-six degree forty-two minutes thirty-one seconds East ($S86^{\circ}42'31''E$) for a distance of fifty-six and 12/100 feet (56.12') to a corner of Twin Lakes West Condo Phase 2 as recorded in PB 202, page 17;

Thence along said Twin Lakes West Condo 2 for the following three (3) courses:

1. South eighty-three degrees fifty-eight minutes seventeen seconds East ($S83^{\circ}58'17''E$) for a distance of two hundred fifteen and 57/100 feet (215.57') to a corner thereof;

Page 2

2. South five degrees twenty-seven minutes fifty-three seconds East (S05° 27' 53"E) for a distance of one hundred twenty-one and 21/100 feet (121.21') to a corner thereof;
3. North eighty-five degrees eight minutes thirty-six seconds East (N85° 08' 36"E) for a distance of one hundred ninety and 88/100 feet (190.88') to the northeast corner of Twin Lakes Condo Phase 10 as recorded in PB 206, page 34;

Thence along said Twin Lakes Condo Phase 10 for the following Two (2) courses:

1. South fifty-two degrees thirty-one minutes twenty-five seconds West (S52° 31' 25"W) for a distance of one hundred twenty-two and 5/100 feet (122.05') to a corner thereof;
2. South seventy-six degrees ten minutes fifty-six seconds West (S76° 10' 56"W) for a distance of one hundred seventy-five and 67/100 feet (175.67') to a corner of said Twin Lakes West Condo Phase 1;

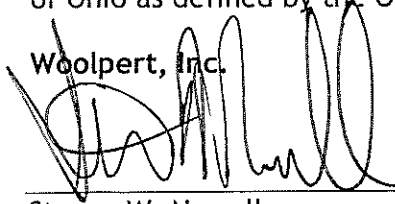
Thence along said Twin Lakes West Condo Phase 1 for the following two (2) courses:

1. North three degrees forty minutes twenty-nine seconds East (N03° 40' 29"E) for a distance of one hundred fourteen and 94/100 feet (114.94');
2. North eighty-six degrees forty-two minutes thirty-one seconds West (N86° 42' 31"W) for a distance of two hundred nineteen and 29/100 feet (219.29') to the POINT OF BEGINNING. Containing one and 145/1000 (1.145) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, Inc., under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.


Steven W. Newell
Ohio Professional Surveyor #7212



Date: August 25, 2011

State of Ohio,
 Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in the land either as owners or as lienholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
 OWNER
 Charles H. Simms, President

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



Tracie M. Butt
 Notary Public in and for the State of Ohio
 My Commission Expires March 5, 2014

I have hereunto set my hand and official seal on the day and date above written.
 I, a Notary Public in and for the State of Ohio, personally examine Charles H. Simms, President, who acknowledges that he did sign the Condominium Plan and that the same is the free and voluntary act of him, personally and as such officer.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.



Tracie M. Butt
 Notary Public in and for the State of Ohio
 My Commission Expires March 5, 2014

Signed on the date set forth in acknowledgment:

Mortgagee: Fifth Third Bank
 By: [Signature]

State of Ohio,
 Be it remembered that on this 25 day of August, 2011, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Fifth Third Bank, by [Signature], Vice President to me known, and acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.



Tracie M. Butt
 Notary Public in and for the State of Ohio
 My Commission Expires March 5, 2014

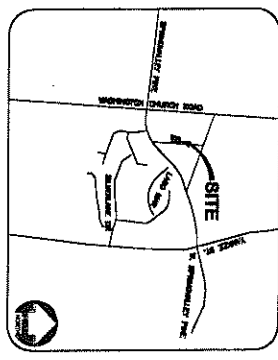
CONDOMINIUM PLAN
 TWIN LAKES WEST CONDOMINIUM
 PHASE 11

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN: SECTION 5, TOWN 2 EAST, RANGE 5 NORTH, M.R.S. WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 1.145 ACRES AUGUST 2011

PREPARED BY:

4454 Idea Center Blvd
 Dayton, OH
 45430-1500
WOOLPERT
 EXPERT GEOTECHNICAL ENGINEERING
 937.461.5660
 FAX: 937.461.0743

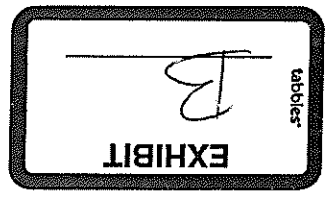


VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
 LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
 UNIT AREA
 117.3'

25.7'	16.8'	17.4'	16.8'	16.8'	32.4'
UNIT 1688 TOTAL S.F.=2496	UNIT 1690 TOTAL S.F.=1620	UNIT 1692 TOTAL S.F.=1620	UNIT 1694 TOTAL S.F.=1620	UNIT 1696 TOTAL S.F.=1620	UNIT 1698 TOTAL S.F.=2496
0.4' (9p.)	0.4' (9p.)	0.4'	0.4'	0.4' (9p.)	0.4' (9p.)
25.7'	16.8'	17.4'	16.8'	16.8'	28.7'
32.8'					

BUILDING NO. 13
 MTS



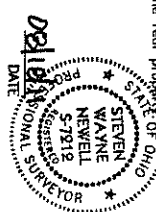
DESCRIPTION

The within Condominium Plan is Part of Lot 1 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 1.145 acres as covered by Simms Twin Lakes West, LTD, as recorded in Instrument Record Deed Number 05-116756 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property of Ohio.

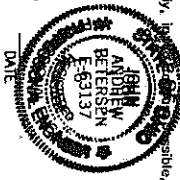
By: [Signature]
 Steven W. Newell
 Ohio Professional Surveyor #7212



ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, improvements and buildings.

By: [Signature]
 John A. Paulsen
 Ohio Professional Engineer #63137

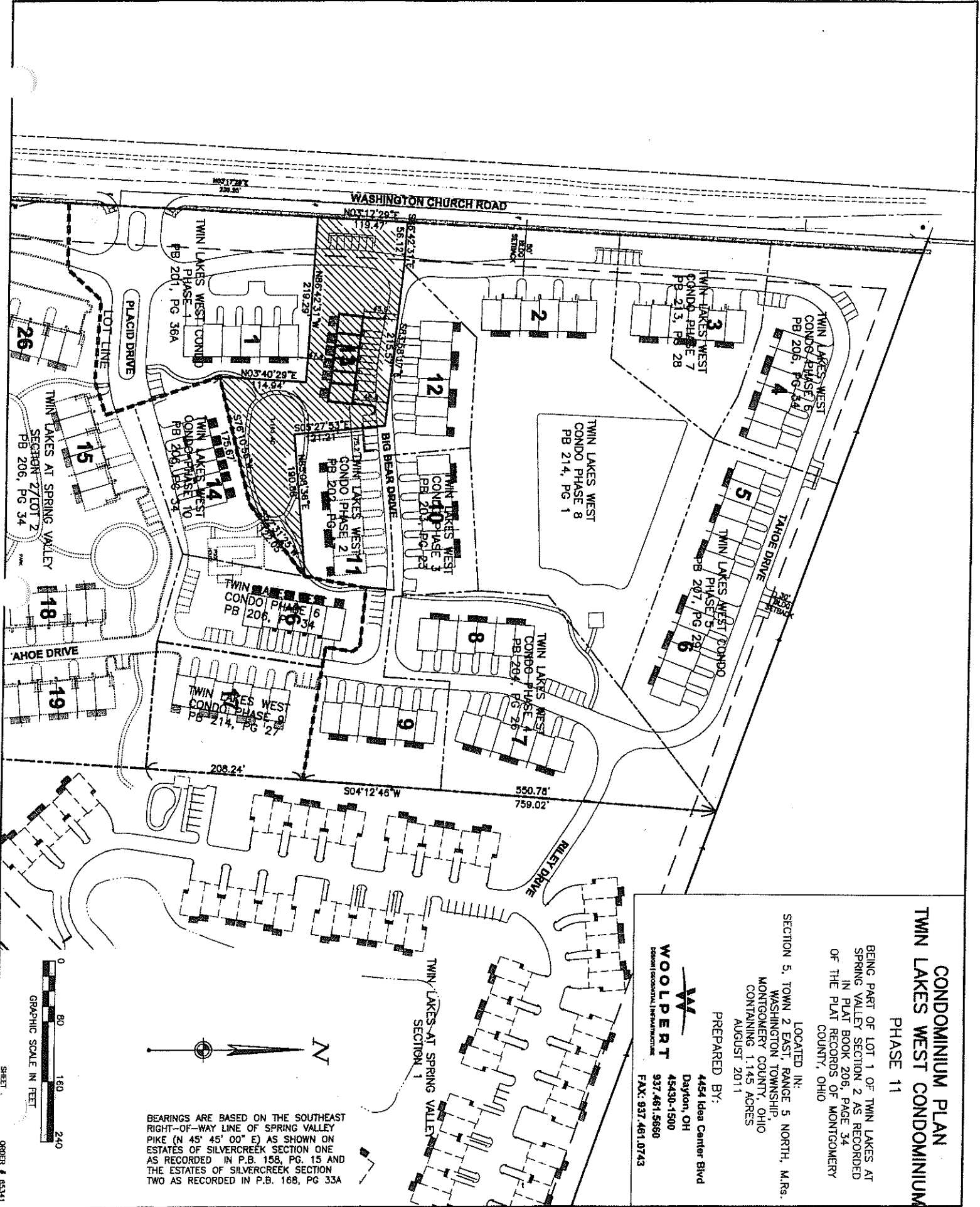


APPROVED DESCRIPTION ONLY

DATE 09/29/11

APPROVED BY: [Signature]
 MONTGOMERY COUNTY ENGINEER

FILE 11-0224



BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE (N 45° 45' 00" E) AS SHOWN ON ESTATES OF SILVERCREEK SECTION ONE AS RECORDED IN P.B. 158, PG. 15 AND THE ESTATES OF SILVERCREEK SECTION TWO AS RECORDED IN P.B. 168, PG 33A

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 11**

BEING PART OF LOT 1 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2 EAST, RANGE 5 NORTH, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.145 ACRES
AUGUST 2011

PREPARED BY:
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743

WOLPERT
DESIGN & CONSTRUCTION SERVICES

Type: DEE
Kind: CONDOMINIUM
Recorded: 04/10/2012 03:13:48 PM
Fee Amt: \$338.30 Page 1 of 13
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2012-00022047

NO TRANSFER NEEDED
12 APR 10 PM 2:54
KARL L. KEITH
AUDITOR

-13

ELEVENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 12)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: April 10, 2012

PLAT REFERENCE:

Book: 219, Page(s): 9-9E

This instrument prepared by: David H. Montgomery, Esq., ^{Box}Pickrel, Schaeffer & Ebeling Co., L.P.A.,
2700 Kettering Tower, Dayton, Ohio 45423.

ELEVENTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 12)

This Eleventh Amendment to Declaration, hereinafter referred to as the "Eleventh Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11 - 11H
Sixth Amendment	09-069760	Book 213, Pages 28 - 28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

(k) Building 15 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
1788	15	Superior	1794	15	Erie
1790	15	Erie	1796	15	Erie
1792	15	Erie	1798	15	Superior

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

F. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this Fourth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the

Parcel B buildings and all other improvements thereon.

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 3rd day of April, 2012, as evidenced by the below signature and acknowledgment.

DECLARANT

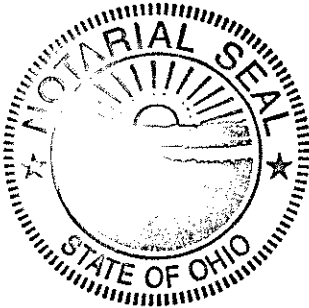
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 3rd day of April, 2012, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.



Tracey M. Butt
NOTARY PUBLIC

TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 5, 2014

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423. PL.1AJ0615

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.044%	1797	0.906%	9472	1.044%
1668	1.097%	1798	0.906%	9474	1.097%
1669	1.097%	9400	1.097%	9476	1.044%
1670	1.044%	9402	1.044%	9478	1.097%
1671	1.044%	9404	1.097%	9481	1.097%
1672	1.097%	9406	1.044%	9483	1.044%
1673	1.097%	9408	1.097%	9485	1.097%
1674	1.044%	9410	1.044%	9486	1.044%
1675	1.044%	9420	1.097%	9487	1.044%
1676	1.097%	9422	0.854%	9488	1.097%
1677	1.097%	9424	0.854%	9489	1.097%
1678	1.044%	9426	0.854%	9490	1.044%
1687	1.044%	9428	0.854%	9491	1.044%
1688	0.906%	9430	1.097%	9492	1.097%
1689	1.097%	9432	1.097%	9496	1.044%
1690	0.590%	9434	0.854%	9497	1.097%
1691	1.044%	9736	0.854%	9498	1.097%
1692	0.590%	9438	0.854%	9499	1.044%
1693	1.097%	9440	0.854%	9501	1.097%
1694	0.590%	9442	1.097%	9503	1.044%
1695	1.044%	9444	1.044%	9505	1.097%
1696	0.590%	9446	1.097%	9507	1.044%
1697	1.097%	9448	1.044%	9508	1.097%
1698	0.906%	9450	1.097%	9510	0.854%
1787	0.906%	9452	1.044%	9512	0.854%
1788	0.906%	9454	1.097%	9513	1.097%
1789	0.590%	9456	1.097%	9514	0.854%
1790	0.590%	9458	1.044%	9515	1.044%
1791	0.590%	9460	1.097%	9516	0.854%
1792	0.590%	9462	1.044%	9517	1.097%
1793	0.590%	9464	1.097%	9518	1.097%
1794	0.590%	9466	1.044%	9519	1.044%
1795	0.590%	9468	1.044%	9521	1.097%
1796	0.590%	9470	1.097%	9523	1.044%

EXHIBIT A
DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 12
MONTGOMERY COUNTY, OHIO
CONTAINING 0.925 ACRES
FEBRUARY 23, 2012

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Section 2 Lot 2 of Twin Lakes at Spring Valley as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded as Instrument Record Deed Number 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the northwest corner of said Lot 2, said point also being on the easterly right-of-way line of Washington Church Road;

thence leaving said easterly right-of-way along the north line of said Lot 2 and the south line of Twin Lakes West Condo Phase 1 as recorded in Plat Book 201, page 36A, for the following three (3) courses:

North ninety degrees zero minutes zero seconds East (N 90°00'00"E) for a distance of eighty-seven and 29/100 feet (87.29') to a corner thereof;

North forty-two degrees thirty-two minutes fifty-eight seconds East (N 42°32'58"E) for a distance of sixty and 21/100 feet (60.21') to a corner thereof;

South eight-six degrees nineteen minutes thirty-one seconds East (S 86°19'31"E) for a distance of one hundred eight and 52/100 feet (108.52') to a corner thereof, said point being the TRUE POINT OF BEGINNING of the following described tract of land;

thence continuing along said lines for the following three (3) courses:

North seventy-one degrees twenty-four minutes four seconds East (N 71°24'04"E) for a distance of forty-seven and 50/100 feet (47.50') to a corner thereof;

North eighteen degrees thirty-five minutes fifty-six seconds West (N 18°35'56"W) for a distance of forty and 14/100 feet (40.14') to a corner thereof ;

North seventy-one degrees twenty minutes fifty-two seconds East (N 71°20'52"E) for a distance of two hundred ten and 18/100 feet (210.18') to a corner thereof ;

Thence leaving said lines across said Lot 2 on a new dividing line for the following three (3)

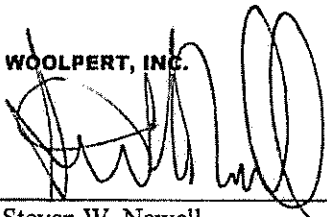
2. North eighteen degrees thirty-five minutes fifty-six seconds West (N 18°35'56"W) for a distance of forty and 14/100 feet (40.14') to a corner thereof;
3. North seventy-one degrees twenty minutes fifty-two seconds East (N 71°20'52"E) for a distance of two hundred ten and 18/100 feet (210.18') to a corner thereof;

Thence leaving said lines across said Lot 2 on a new dividing line for the following three (3) courses:

1. South one degrees fifty-one minutes seventeen seconds West (S01°51'17"W) for a distance of one hundred ninety-nine and 47/100 feet (199.47') to a point;
2. South seventy-five degrees six minutes twenty-seven seconds West (S75°06'27"W) for a distance of two hundred fourteen and 22/100 (214.22') to a point;
3. North seven degrees thirty-six minutes zero seconds West (N07°36'00"W) for a distance of one hundred thirty-five and 20/100 feet (135.20') to the **TRUE POINT OF BEGINNING**. Containing zero and 925/1000 (0.925) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, Inc., under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

WOOLPERT, INC.

02/23/12
Steven W. Newell
Ohio Professional Surveyor #7212



Date: March 2012

State of Ohio, Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as lienholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
"OWNER"

Charles H. Simms
Charles H. Simms, President

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



Tracey M. Butt
Tracey M. Butt
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014

Be it remembered that on this 7th day of March, 2012, before me, the undersigned, a Notary Public in and for the State, personally came Charles H. Simms, President of Charles H. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.

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



Tracey M. Butt
Tracey M. Butt
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014

Signed on the date set forth in acknowledgment:

"Mortgagee" Fifth Third Bank
By: Stephanie Doe

State of Ohio, Be it remembered that on this 9th day of March, 2012, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Fifth Third Bank, by Stephanie Doe, its duly authorized officer, to me known, and acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.

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



Tracey M. Butt
Tracey M. Butt
Notary Public in and for the State of Ohio
My Commission Expires: March 6, 2014

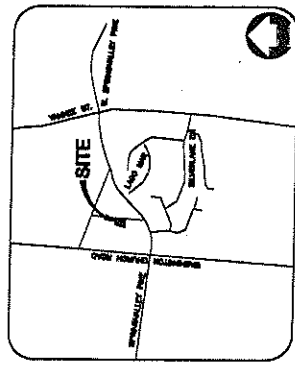
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 12

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.925 ACRES
FEBRUARY 2012

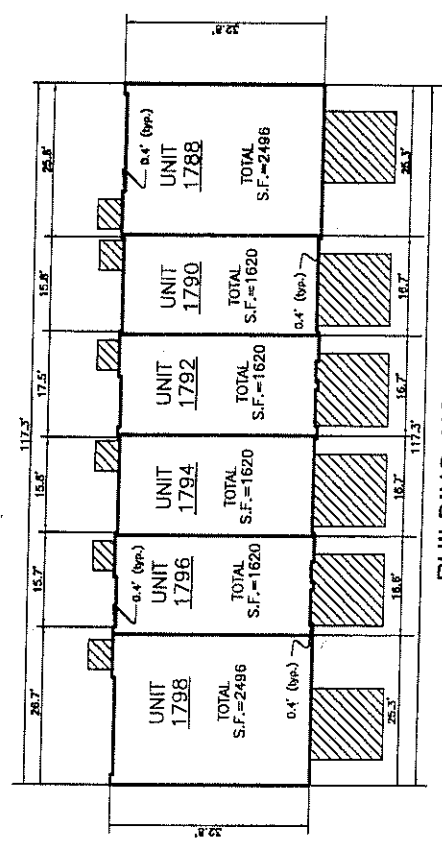
PREPARED BY:

WOOLPERT
CORPORATE & COMMERCIAL ARCHITECTURE
4454 Idea Center Blvd
Dayton, OH
45430-1630
937.461.6660
FAX: 937.461.0743



VICINITY MAP
NTS

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
UNIT AREA



BUILDING NO. 15
NTS

DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.925 acres as conveyed to Simms Twin Lakes West, LTD, as recorded in Instrument Record Book Number 05-116786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded encumbrances on the real property of Ohio.

By: Steven W. Newell
Steven W. Newell
Ohio Professional Surveyor #7212

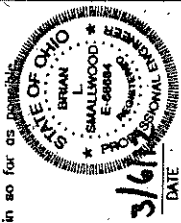
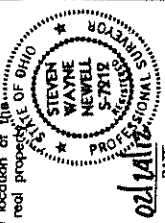
ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded encumbrances on the real property of Ohio.

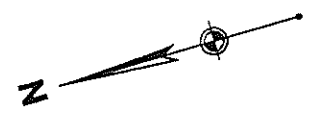
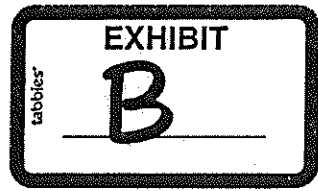
By: Brian L. Smallwood
Brian L. Smallwood
Ohio Professional Engineer #E-66684

APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER

Checked By: Ron
Ron
MONTGOMERY COUNTY ENGINEER



DATE: 04/06/2012
DATE: 12-00-00
FILE



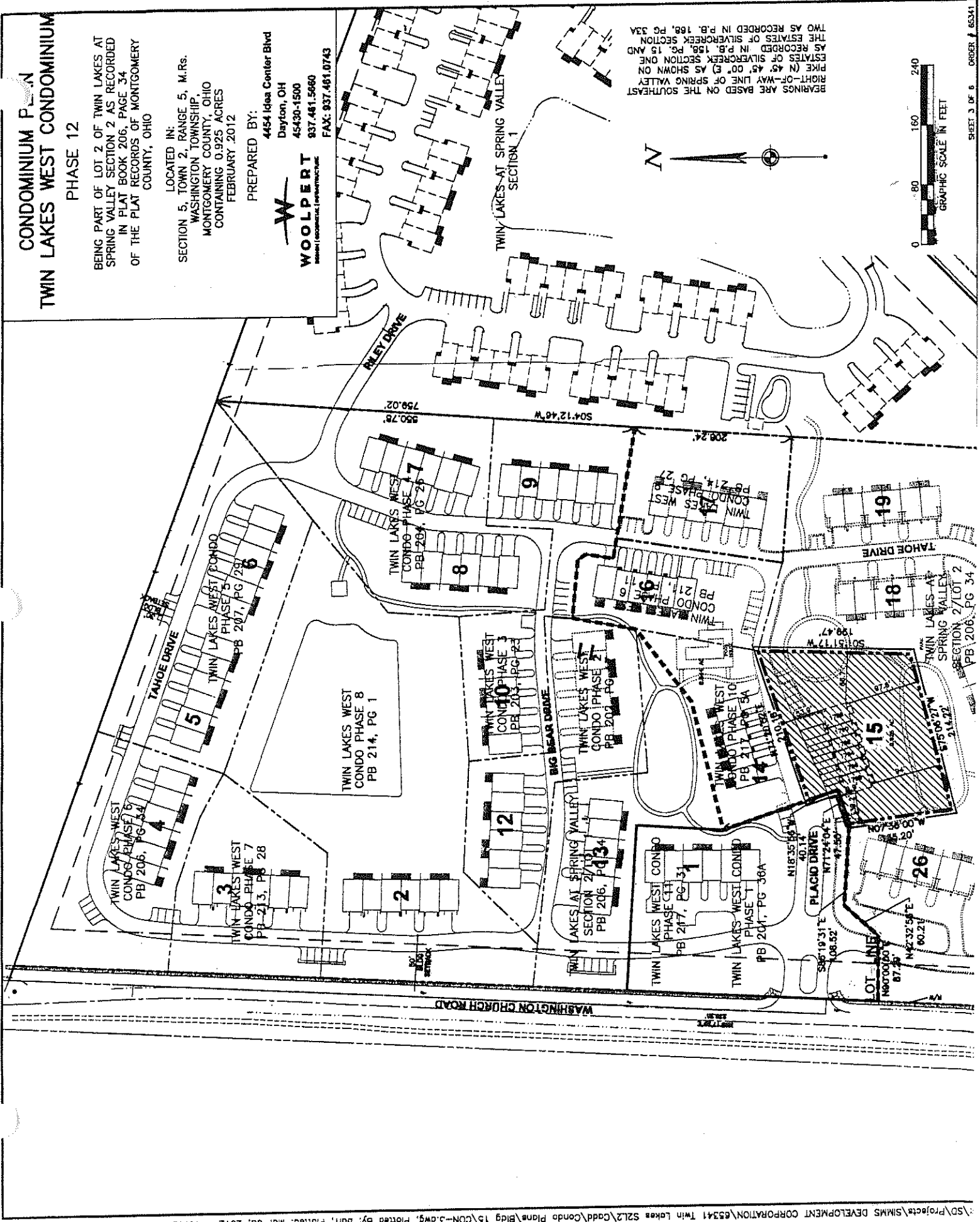
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 12

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.925 ACRES
FEBRUARY 2012

PREPARED BY:
WOOLPERT
PLANNING ENGINEERING ARCHITECTURE
4454 Idea Center Blvd
Dayton, OH 45430-1500
937.481.5660
FAX: 937.481.0743

BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY
PIKE (N 45° 45' 00" E) AS SHOWN ON
ESTATES OF SILVERCREEK SECTION ONE
AS RECORDED IN P.B. 158, PG. 15 AND
THE ESTATES OF SILVERCREEK SECTION
TWO AS RECORDED IN P.B. 158, PG. 33A



Type: DEE
Kind: CONDOMINIUM
Recorded: 08/21/2012 03:25:16 PM
Fee Amt: \$335.20 Page 1 of 14
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2012-00053107

NO TRANSFER NEEDED

12 AUG 21 PM 3: 12

KARL L. KEITH
AUDITOR

14

TWELFTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 13)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: August _____, 2012

PLAT REFERENCE:

Book: 219, Page(s): 41-41E

AMK

BOT

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

TWELFTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 13)

This Twelfth Amendment to Declaration, hereinafter referred to as the "Twelfth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions

of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

(k) Building 15 is three (3) stories in height, containing a total of six (6) Units.

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9529	19	Superior	9535	19	Erie
9531	19	Erie	9537	19	Erie
9533	19	Erie	9539	19	Superior

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

F. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this

Fourth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 13 day of August, 2012, as evidenced by the below signature and acknowledgment.

DECLARANT

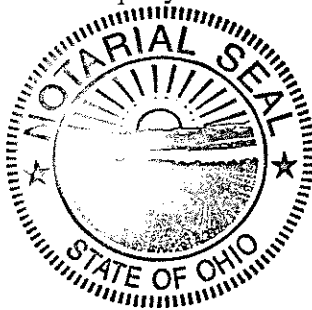
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 13th day of August, 2012, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.



TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 5, 2014

Tracey M. Butt
NOTARY PUBLIC

SCHEDULE 11.01

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	1.0020%	9400	1.0541%	9481	1.0541%
1668	1.0541%	9402	1.0020%	9483	1.0020%
1669	1.0541%	9404	1.0541%	9485	1.0541%
1670	1.0020%	9406	1.0020%	9486	1.0020%
1671	1.0020%	9408	1.0541%	9487	1.0020%
1672	1.0541%	9410	1.0020%	9488	1.0541%
1673	1.0541%	9420	1.0541%	9489	1.0541%
1674	1.0020%	9422	0.8192%	9490	1.0020%
1675	1.0020%	9424	0.8192%	9491	1.0020%
1676	1.0541%	9426	0.8192%	9492	1.0541%
1677	1.0541%	9428	0.8192%	9496	1.0020%
1678	1.0020%	9430	1.0541%	9497	1.0541%
1687	1.0020%	9432	1.0541%	9498	1.0541%
1688	0.8700%	9434	0.8192%	9499	1.0020%
1689	1.0541%	9736	0.8192%	9501	1.0541%
1690	0.5644%	9438	0.8192%	9503	1.0020%
1691	1.0020%	9440	0.8192%	9505	1.0541%
1692	0.5644%	9442	1.0541%	9507	1.0020%
1693	1.0541%	9444	1.0020%	9508	1.0541%
1694	0.5644%	9446	1.0541%	9510	0.8192%
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1696	0.5644%	9450	1.0541%	9513	1.0541%
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1791	0.5644%	9464	1.0541%	9521	1.0541%
1792	0.5644%	9466	1.0020%	9523	1.0020%

EXHIBIT A

DESCRIPTION OF TWIN LAKES WEST CONDOMINIUM PHASE 13 MONTGOMERY COUNTY, OHIO CONTAINING 0.788 ACRES JUNE 22, 2012

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southeast corner of said Lot 2 of Twin Lakes West Condominium Phase 9 as recorded in Plat Book 214, page 27;

thence along the east line of said Lot 2 of Twin Lakes at Spring Valley South four degrees twelve minutes forty-six seconds West ($S04^{\circ}12'46''W$) for a distance of two hundred twenty-nine and $91/100$ feet (229.91') to a point;

thence North eighty-five degrees forty-seven minutes fourteen seconds West ($N85^{\circ}47'14''W$) for a distance of one hundred thirty-five and $55/100$ feet (135.55') to a point;

thence North five degrees twenty-eight minutes twenty-one seconds East ($N05^{\circ}28'21''E$) for a distance of twenty-six and $40/100$ feet (26.40') to a point;

thence North four degrees thirty-nine minutes fifty-two seconds West ($N04^{\circ}39'52''W$) for a distance of one hundred seventy-nine and $06/100$ feet (179.06') to a point;

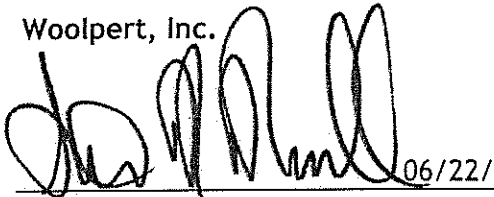
thence North nine degrees fifty-one minutes fourteen seconds West ($N09^{\circ}51'14''W$) for a distance of twenty-six and $42/100$ feet (26.42') to a point being the southwest corner of Twin Lakes West Condominium Phase 9;

thence along the south line of said Twin Lakes West Condominium Phase 9 South eighty-five degrees forty-seven minutes fourteen seconds East (S85°47'14"E) for a distance of one hundred sixty-nine and 27/100 feet (169.27') to the POINT OF BEGINNING, containing zero and 788/1000 (0.788) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

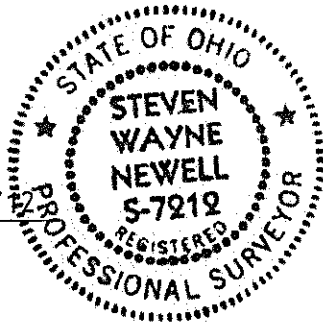
This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.



Steven W. Newell
Ohio Professional Surveyor #7212



Date July 5, 2012

State of Ohio,
Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as holders, have united in its execution.

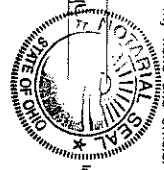
SIMMS TWIN LAKES WEST, LTD
OWNER
Charles H. Simms
Charles H. Simms, President

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



Tracy M. Butt
Notary Public in and for the State of Ohio
My Commission Expires March 5, 2014

Be it remembered that on this 5th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Simms Twin Lakes West, LTD by Charles H. Simms, President of Charles Y. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.



Tracy M. Butt
Notary Public in and for the State of Ohio
My Commission Expires March 5, 2014

Signed on the date set forth in acknowledgment:

"Mortgages" Fifth Third Bank
By Stephanie Hester
State of Ohio,
Be it remembered that on this 9th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came, Fifth Third Bank, by Stephanie Hester to me known, and acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.



Tracy M. Butt
Notary Public in and for the State of Ohio
My Commission Expires March 5, 2014

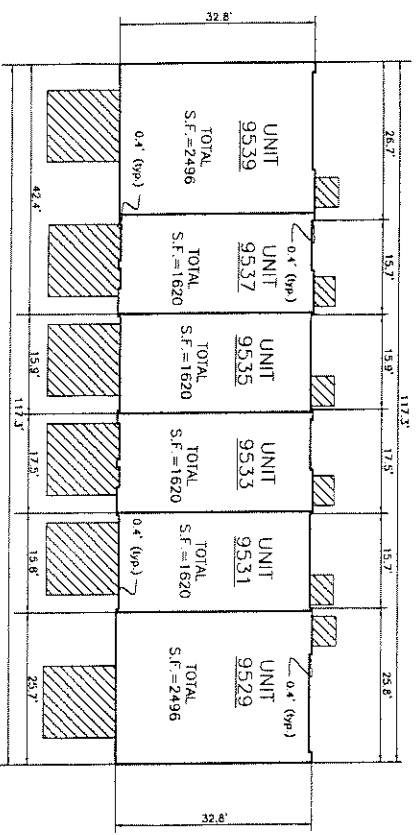
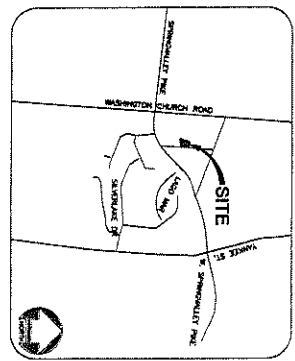
CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 1/3

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.788 ACRES
JUNE 2012

PREPARED BY:

4454 Idea Center Blvd
Dayton, OH 45430-1500
937.461.5660
FAX: 937.461.0743
WOOLPERT ARCHITECTURAL INVESTMENT



NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
UNIT AREA

DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.788 acres as conveyed to Simms Twin Lakes West, LTD., as recorded in Instrument Record Deed Number 05-118788 in the Deed Records of Montgomery County, Ohio. ~~05-118788~~ 05-050586

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property of Ohio.



By Steven W. Newell
Steven W. Newell
Ohio Professional Surveyor #7212

ENGINEER'S CERTIFICATION

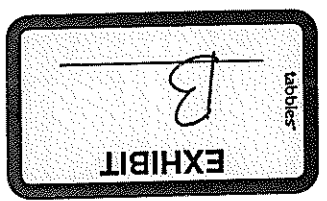
These drawings accurately show graphically, in so far as possible, improvements and buildings.



By John A. Petersen
John A. Petersen
Ohio Professional Engineer #E-63137

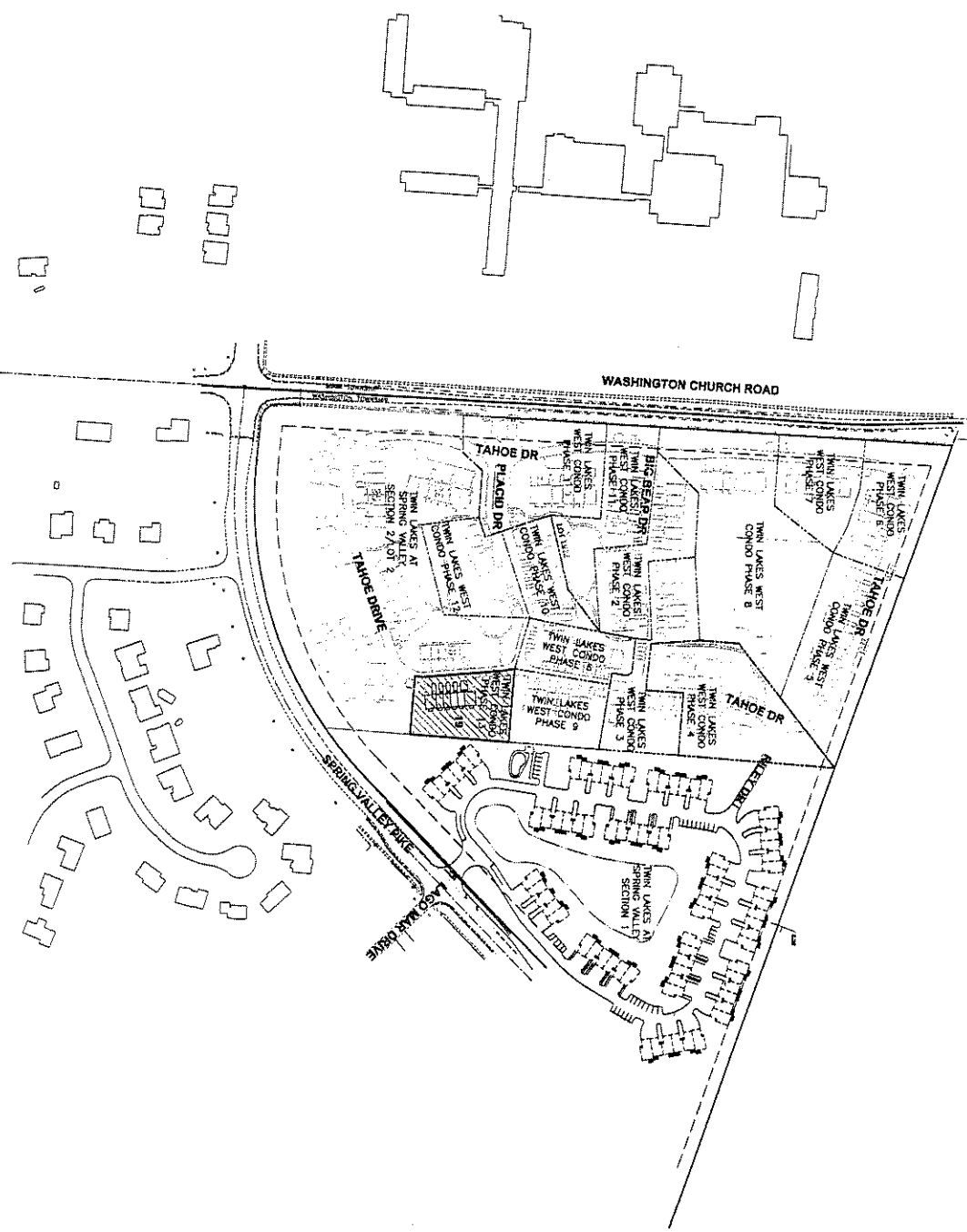
APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER
DATE 08/17/12

CHECKED BY Rea
NO. 12-0114
FILE

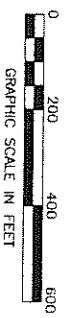


BUILDING NO. 19
NTS

BENCHMARK:
 FIRE HYDRANT APPROXIMATELY FIVE-HUNDRED SEVENTY-ONE FEET (571') NORTH OF WASHINGTON CHURCH ROAD/SPRING VALLEY PIKE INTERSECTION ON WEST SIDE OF WASHINGTON CHURCH ROAD. ELEVATION = 939.70.



SUPERIMPOSED AREA MAP



BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE (N 45° 45' 00" E) AS SHOWN ON THE ESTATES OF SILVERCREEK SECTION ONE AS RECORDED IN P.B. 158, PG. 15 AND THE ESTATES OF SILVERCREEK SECTION TWO AS RECORDED IN P.B. 168, PG. 33A

**CONDOMINIUM PLAN
 TWIN LAKES WEST CONDOMINIUM
 PHASE 13**

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5, M.Rs.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 0.788 ACRES
 JUNE 2012

PREPARED BY:
W
WOOLPERT
 4454 Idea Center Blvd
 Dayton, OH 45430-1500
 937.461.5660
 937.461.5660
 FAX: 937.461.0743

Type: DEE
Kind: CONDOMINIUM
Recorded: 10/26/2012 03:05:12 PM
Fee Amt: \$338.20 Page 1 of 14
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2012-00070309

NO TRANSFER NEEDED
12 OCT 26 PM 2:52
KARL L. KEITH
AUDITOR

**THIRTEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 14)**

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

Montgomery County Auditor

By: _____

Dated: October ____, 2012

PLAT REFERENCE:

Book: 220, Page(s): 18, 18A, 18B, 18C, 18D, 18E

BM
This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700
Kettering Tower, Dayton, Ohio 45423.

DM

THIRTEENTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 14)

This Thirteenth Amendment to Declaration, hereinafter referred to as the "Thirteenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E
Twelfth Amendment	12-053107	Book 219, Page 41—41E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real

property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended to cure a scrivener's error in the Twelfth Amendment by deleting the following text, in its entirety, to said Section:

"(k) Building 15 is three (3) stories in height, containing a total of six (6) Units."

C. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

"(k) Building 15 is three (3) stories in height, containing a total of six (6) Units.

(l) Building 19 is three (3) stories in height, containing a total of six (6) Units.

(m) Building 18 is three (3) stories in height, containing a total of six (6) Units."

D. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT No.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT No.</u>	<u>BUILDING</u>	<u>TYPE</u>
9530	18	Superior	9536	18	Erie
9532	18	Erie	9538	18	Erie
9534	18	Erie	9540	18	Superior

E. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

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

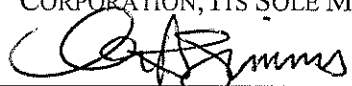
4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 19th day of October, 2012, as evidenced by the below signature and acknowledgment.

DECLARANT

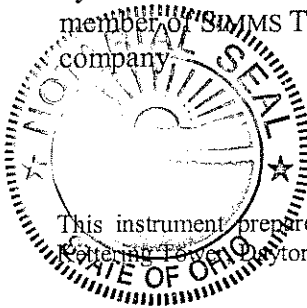
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

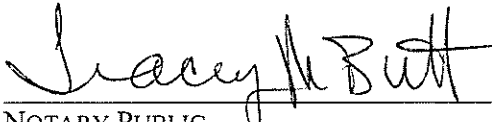
BY: 
 CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
 COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 19th day of October, 2012, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company



TRACEY M. BUTT
 Notary Public
 In and for the State of Ohio
 My Commission Expires


 NOTARY PUBLIC

This instrument prepared by: March 5, 2014 Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700
 Dayton, Ohio 45423. PL1B84741

Box

SCHEDULE 11.01

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	0.9633%	9404	1.0136%	9487	0.9633%
1668	1.0136%	9406	0.9633%	9488	1.0136%
1669	1.0136%	9408	1.0136%	9489	1.0136%
1670	0.9633%	9410	0.9633%	9490	0.9633%
1671	0.9633%	9420	1.0136%	9491	0.9633%
1672	1.0136%	9422	0.7875%	9492	1.0136%
1673	1.0136%	9424	0.7875%	9496	0.9633%
1674	0.9633%	9426	0.7875%	9497	1.0136%
1675	0.9633%	9428	0.7875%	9498	1.0136%
1676	1.0136%	9430	1.0136%	9499	0.9633%
1677	1.0136%	9432	1.0136%	9501	1.0136%
1678	0.9633%	9434	0.7875%	9503	0.9633%
1687	0.9633%	9736	0.7875%	9505	1.0136%
1688	0.8370%	9438	0.7875%	9507	0.9633%
1689	1.0136%	9440	0.7875%	9508	1.0136%
1690	0.5430%	9442	1.0136%	9510	0.7875%
1691	0.9633%	9444	0.9635%	9512	0.7875%
1692	0.5430%	9446	1.0136%	9513	1.0136%
1693	1.0136%	9448	0.9635%	9514	0.7875%
1694	0.5430%	9450	1.0136%	9515	0.9635%
1695	0.9633%	9452	0.9635%	9516	0.7875%
1696	0.5430%	9454	1.0136%	9517	1.0136%
1697	1.0136%	9456	1.0136%	9518	1.0136%
1698	0.8370%	9458	0.9635%	9519	0.9635%
1787	0.8370%	9460	1.0136%	9521	1.0136%
1788	0.8370%	9462	0.9635%	9523	0.9635%
1789	0.5430%	9464	1.0136%	9529	0.8370%
1790	0.5430%	9466	0.9635%	9530	0.8370%
1791	0.5430%	9468	0.9633%	9531	0.5430%
1792	0.5430%	9470	1.0136%	9532	0.5430%

SCHEDULE 11.01 CONT'D.

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1793	0.5430%	9472	0.9633%	9533	0.5430%
1794	0.5430%	9474	1.0136%	9534	0.5430%
1795	0.5430%	9476	0.9633%	9535	0.5430%
1796	0.5430%	9478	1.0136%	9536	0.5430%
1797	0.8370%	9481	1.0136%	9537	0.5430%
1798	0.8370%	9483	0.9633%	9538	0.5430%
9400	1.0136%	9485	1.0136%	9539	0.8370%
9402	0.9633%	9486	0.9633%	9540	0.8370%

**DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 14
MONTGOMERY COUNTY, OHIO
CONTAINING 0.759 ACRES
AUGUST 23, 2012**

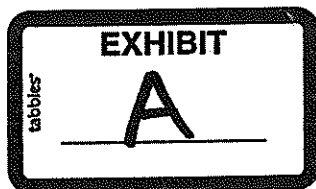
Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the northwest corner of Twin Lakes West Condominium Phase 13 as recorded in Plat Book 219, page 41;

thence along the west line of said Twin Lakes West Condominium Phase 13 for the following three (3) courses:

1. South nine degrees fifty-one minutes fourteen seconds east (S09°51'14"E) for a distance of twenty-seven and 42/100 feet (27.42') to a corner thereof;
2. South four degrees thirty-nine minutes fifty-two seconds east (S04°39'52"E) for a distance of one hundred seventy-nine and 06/100 feet (179.06') to a corner thereof;
3. South five degrees twenty-eight minutes twenty-one seconds west (S05°28'21"W) for a distance of twenty-six and 40/100 feet (26.40') to a corner thereof;

Thence leaving Twin Lakes West Condominiums Phase 13 across said Lot 2 for the following two (2) courses:



Page 2

1. South forty-two degrees thirty-one minutes forty-eight seconds west (S42°31'48"W) for a distance of sixty-seven and 91/100 feet (67.91') to a point;
2. North thirty-nine degrees seventeen minutes twenty-seven seconds west (N39°17'27"W) for a distance of one hundred forty-seven and 89/100 feet (147.89') to the southeast corner of Twin Lakes West Condominium Phase 12 as recorded in Plat Book 219, page 9;

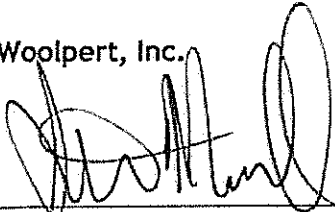
thence along the east line of said Twin Lakes West Condominium Phase 12 North one degree fifty-one minutes seventeen seconds East (N01°51'17"E) for a distance of one hundred ninety-nine and 47/100 feet (199.47') to the northeast corner thereof, said point also being the southwest corner of Twin Lakes West Condominium Phase 6 as recorded on Plat Book 211, page 11;

thence along the south line of said Twin Lakes West Condominium Phase 6 South seventy-four degrees thirty-seven minutes fourteen seconds East (S74°37'14"E) for a distance of one hundred twenty and 69/100 feet (120.69') to the POINT OF BEGINNING, containing zero and 759/1000 (0.759) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.



08/23/12

Steven W. Newell
Ohio Professional Surveyor #7212



Date: 9-19-2012
 State of Ohio,
 Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as lienholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
 "OWNER"
 Charles H. Simms, President

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
 TRACY M. BUTT, Notary Public in and for the State of Ohio
 My Commission Expires: March 5, 2014

Be it remembered that on this 9 day of Sept, 2012, before me, the undersigned, a Notary Public in and for the State, personally came Charles H. Simms, President of Charles V. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

TRACY M. BUTT, Notary Public in and for the State of Ohio
 My Commission Expires: March 5, 2014

Signed on the date set forth in acknowledgment:
 "Mortgagee" Fifth Third Bank
 By: Andrew J. Beck

State of Ohio,
 Be it remembered that on this 9 day of Sept, 2012, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Fifth Third Bank, by Andrew J. Beck, its authorized officer, to be his voluntary act and deed on behalf of the association.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

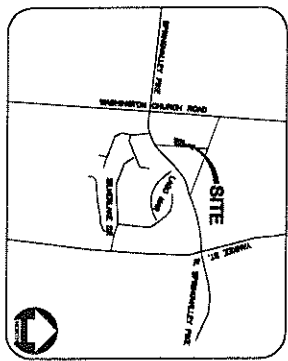


TRACY M. BUTT, Notary Public in and for the State of Ohio
 My Commission Expires: March 5, 2014

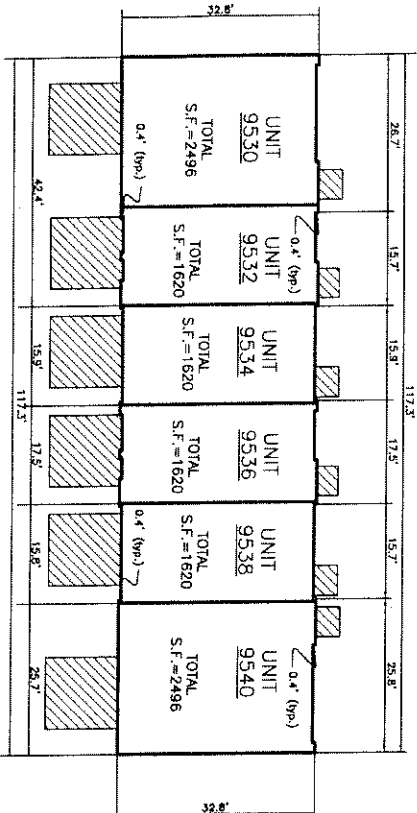
CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
 PHASE 14

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5, M.R.S.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 0.739 ACRES
 AUGUST 2012
 PREPARED BY:
 4454 Idea Center Blvd
 Dayton, OH 45430-1500
WOOLPERT
 PROFESSIONAL INSURANCE
 937.461.5660
 FAX: 937.461.0743



NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
 LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
 UNIT AREA



DESCRIPTION
 The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.739 acres as conveyed to Simms Twin Lakes West, LTD, as recorded in Instrument Record Deed Number 09-118785 in the Deed Records of Montgomery County, Ohio.
SURVEYOR'S CERTIFICATION
 These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.

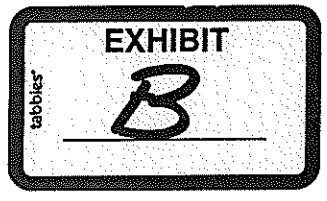
By: Steven W. Newell
 Ohio Professional Surveyor #7212
ENGINEER'S CERTIFICATION
 These drawings accurately show graphically, in so far as possible, improvements and buildings.



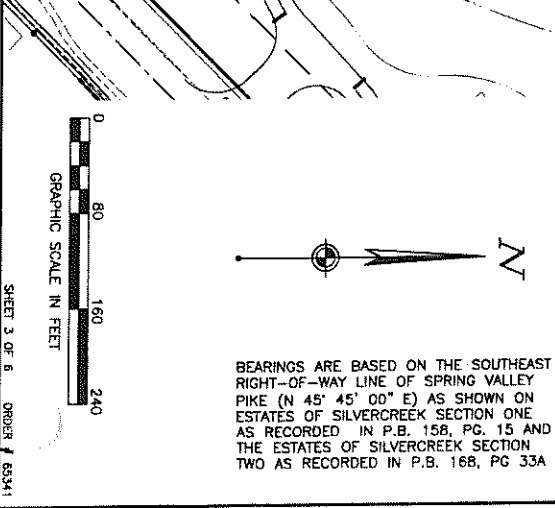
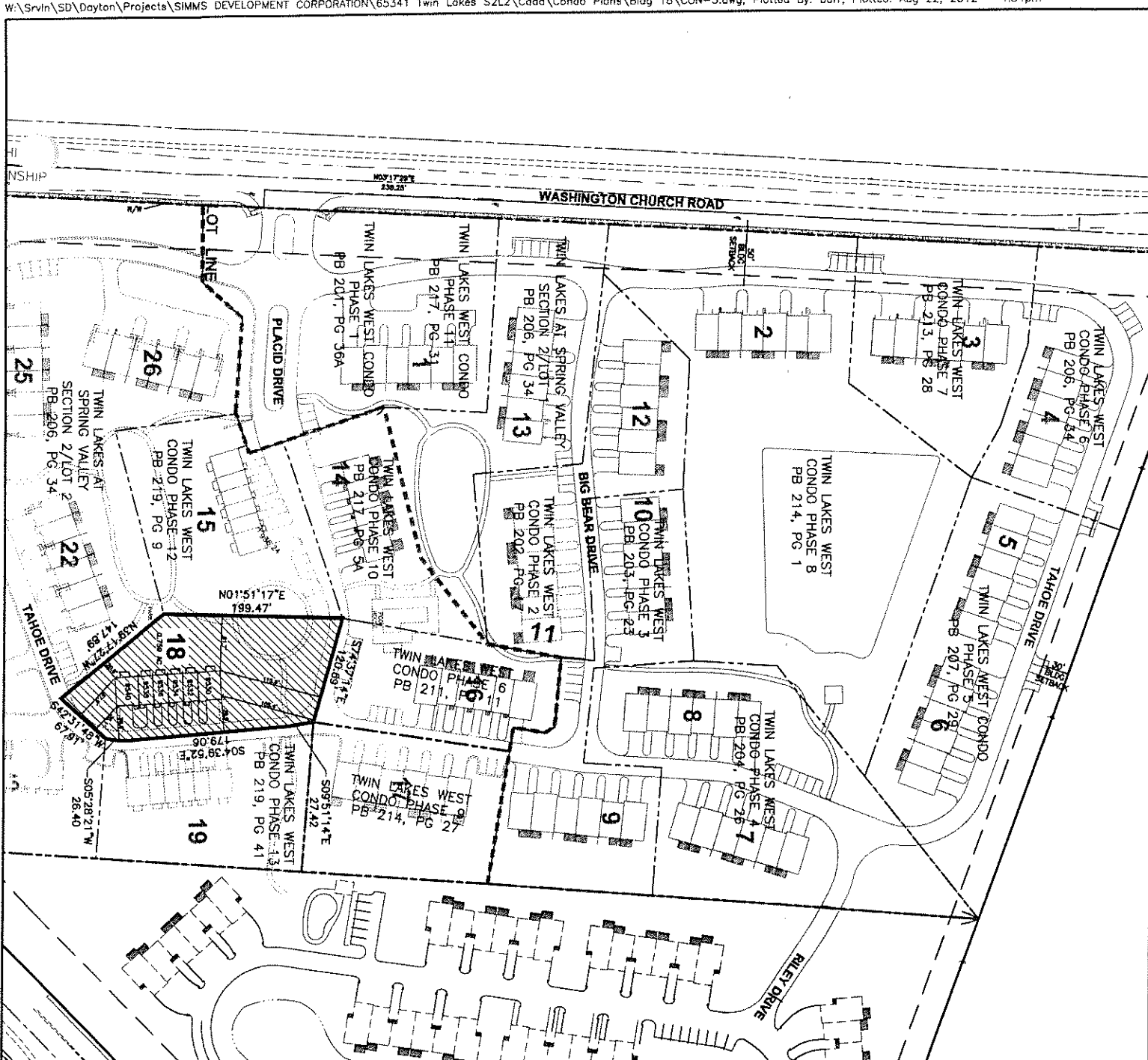
By: Robert L. Smallwood
 Ohio Professional Engineer #E-68684
APPROVED DESCRIPTION ONLY
 MONTGOMERY COUNTY ENGINEER



CHECKED BY: Ron
 DATE: 12-02-09
 FILE



BUILDING NO. 18
 UNITS



BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE (N 45° 45' 00" E) AS SHOWN ON ESTATES OF SILVERCREEK SECTION ONE AS RECORDED IN P.B. 158, PG. 15 AND THE ESTATES OF SILVERCREEK SECTION TWO AS RECORDED IN P.B. 168, PG. 33A

CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
 PHASE 14

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5, M.Rs.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 0.759 ACRES
 AUGUST 2012

PREPARED BY:
 4454 Idea Center Blvd
 Dayton, OH
 45430-1500
 937.461.5660
 937.461.5660
 FAX: 937.461.0743

WOOLPERT
 Survey & Engineering, Inc.
 65341

PICKREL, SCHAEFFER AND EBELING

A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER
40 NORTH MAIN STREET
DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

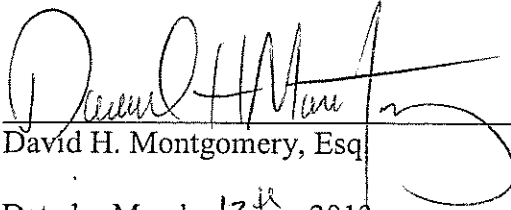
WWW.PSELAW.COM

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 15)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Fifteenth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Fifteenth Amendment", which adds Additional Property to the Condominium consisting of twelve (12) Residential Units. With the exception of adding Additional Property, the Fifteenth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Fifteenth Amendment, are in compliance with Ohio law, Local Law and the Appendix; Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.



David H. Montgomery, Esq

Dated: March 13th, 2013

Type: DEE
Kind: CONDOMINIUM
Recorded: 03/13/2013 03:13:28 PM
Fee Amt: \$485.43 Page 1 of 17
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2013-00017239

NO TRANSFER NEEDED

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KARL L. KEITH
AUDITOR

17

FIFTEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 15)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: March ____, 2013

PLAT REFERENCE:

Book: 221, Page(s): 17-17H

QBR

BOX

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

FIFTEENTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 15)

This Fifteenth Amendment to Declaration, hereinafter referred to as the "Fifteenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E
Twelfth Amendment	12-053107	Book 219, Page 41—41E
Thirteenth Amendment	12-070309	Book 220, Page 18—18E
Fourteenth Amendment	12-075508	Text Amendment only

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

- "(n) Building 15 is three (3) stories in height, containing a total of six (6) Units.
- (o) Building 19 is three (3) stories in height, containing a total of six (6) Units."

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9541	20	Superior	9553	21	Superior
9543	20	Erie	9555	21	Erie
9545	20	Erie	9557	21	Erie
9547	20	Erie	9559	21	Erie
9549	20	Erie	9561	21	Erie
9551	20	Superior	9563	21	Superior

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

E. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this Fifteenth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 11th day of March, 2013, as evidenced by the below signature and acknowledgment.

DECLARANT

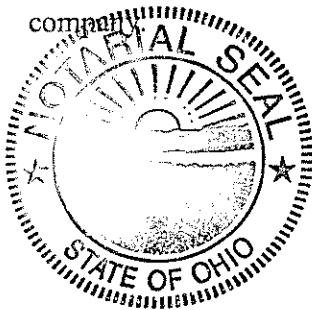
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

BY: *Charles H. Simms*
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 11th day of March, 2013, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.



TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 5, 2014

Tracey M. Butt
NOTARY PUBLIC

BOX

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423. PL.1BU3534

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	0.8948%	9420	0.9410%	9498	0.9410%
1668	0.9410%	9422	0.7317%	9499	0.8948%
1669	0.9410%	9424	0.7317%	9501	0.9410%
1670	0.8948%	9426	0.7317%	9503	0.8948%
1671	0.8948%	9428	0.7317%	9505	0.9410%
1672	0.9410%	9430	0.9410%	9507	0.8948%
1673	0.9410%	9432	0.9410%	9508	0.9410%
1674	0.8948%	9434	0.7317%	9510	0.7317%
1675	0.8948%	9736	0.7317%	9512	0.7317%
1676	0.9410%	9438	0.7317%	9513	0.9410%
1677	0.9410%	9440	0.7317%	9514	0.7317%
1678	0.8948%	9442	0.9410%	9515	0.8942%
1687	0.8948%	9444	0.8942%	9516	0.7317%
1688	0.7771%	9446	0.9410%	9517	0.9410%
1689	0.9410%	9448	0.8942%	9518	0.9410%
1690	0.5042%	9450	0.9410%	9519	0.8942%
1691	0.8948%	9452	0.8942%	9521	0.9410%
1692	0.5042%	9454	0.9410%	9523	0.8942%
1693	0.9410%	9456	0.9410%	9529	0.7771%
1694	0.5042%	9458	0.8942%	9530	0.7771
1695	0.8948%	9460	0.9410%	9531	0.5042%
1696	0.5042%	9462	0.8942%	9532	0.5042%
1697	0.9410%	9464	0.9410%	9533	0.5042%
1698	0.7771%	9466	0.8942%	9534	0.5042%
1787	0.7771%	9468	0.8948%	9535	0.5042%
1788	0.7771%	9470	0.9410%	9536	0.5042%
1789	0.5042%	9472	0.8948%	9537	0.5042%
1790	0.5042%	9474	0.9410%	9538	0.5042%
1791	0.5042%	9476	0.8948%	9539	0.7771%
1792	0.5042%	9478	0.9410%	9540	0.7771%

SCHEDULE 11.01 CONT'D.

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1793	0.5042%	9481	0.9410%	9541	0.7771%
1794	0.5042%	9483	0.8948%	9543	0.5042%
1795	0.5042%	9485	0.9410%	9545	0.5042%
1796	0.5042%	9486	0.8948%	9547	0.5042%
1797	0.7771%	9487	0.8948%	9549	0.5042%
1798	0.7771%	9488	0.9410%	9551	0.7771%
9400	0.9410%	9489	0.9410%	9553	0.7771%
9402	0.8948%	9490	0.8948%	9555	0.5042%
9404	0.9410%	9491	0.8948%	9557	0.5042%
9406	0.8948%	9492	0.9410%	9559	0.5042%
9408	0.9410%	9496	0.8948%	9561	0.5042%
9410	0.8948%	9497	0.9410%	9563	0.7771%

EXHIBIT A
DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 15
MONTGOMERY COUNTY, OHIO
CONTAINING 1.913 ACRES
February 26, 2013

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Twin Lakes West Condominium Phase 13 as recorded in Plat Book 219, page 41;

thence along the south line of said Twin Lakes West Condominium Phase 13 South eighty-five degrees forty-seven minutes fourteen seconds East (S85°47'14"E) for a distance of one hundred thirty-five and 55/100 feet (135.55') to a point on the east line of said Lot 2 of Twin Lakes at Spring Valley Section 2;

Thence along the east line of said Lot 2 of Twin Lakes at Spring Valley Section 2 for the following two (2) courses:

1. South four degrees twelve minutes forty-six seconds west (S04°12'46"W) for a distance of sixty and 09/100 feet (60.09') to a corner thereof;;
2. South sixty-four degrees forty-five minutes thirty-nine seconds east (S64°45'39"E) for a distance of one hundred eight and 88/100 feet (108.88') to a point on the north right-of-way of Spring Valley Pike;

thence along said line a curve to the right with a radius of nine hundred ten and 00/100 feet (910.00') for an arc distance of four hundred thirty-nine and 61/100 feet (439.61') {chord bearing South fifty-nine degrees thirty-five minutes twenty-two seconds West (S59°35'22"W) for four hundred thirty-five and 35/100 feet (435.35'),

Page 2

delta angle of said curve being twenty-seven degrees forty minutes forty-four seconds (27° 40' 44") to a point;

thence leaving said right-of-way of Spring Valley Pike for the following two (2) courses:

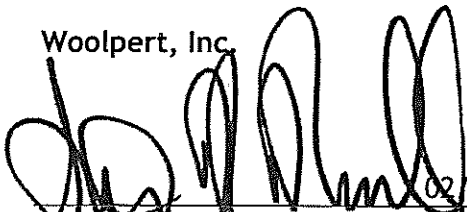
1. North sixteen degrees thirty-four minutes sixteen seconds West (N16°34'16"W) for a distance of two hundred thirty-three and 75/100 feet (233.75') to a point;
2. North sixty-nine degrees twenty-seven minutes one second east (69°27'01"E) for a distance of one hundred seventy-eight and 30/100 feet (178.30') to a point being the southwest corner of Twin Lakes West Condominium Phase 14 as recorded in Plat Book 514, page 36;

Thence along the south line of said Twin Lakes West Condominium Phase 14 North forty-two degrees thirty-one minutes forty-eight seconds East (N42°31'48"E) for a distance of sixty-seven and 91/100 feet (67.91') to the southwest corner of Twin Lakes West Condominium Phase 13, said point being the **POINT OF BEGINNING**, containing one and 913/1000 (1.913) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

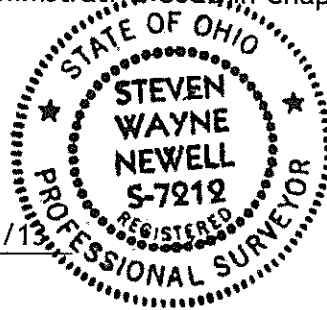
The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code, in Chapter 4733-37.

Woolpert, Inc.



Steven W. Newell

Ohio Professional Surveyor #7212



Date: March 20, 2013

State of Ohio, Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as lienholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
"OWNER"

Charles H. Simms
Charles H. Simms, President

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



Tracey M. Butt
Tracey M. Butt
Notary Public
In and for the State of Ohio
My Commission Expires: March 5, 2014

Be it remembered that on this 4 day of March, 2013, before me, the undersigned, a Notary Public in and for the State, personally came Simms Twin Lakes West, Ltd by Charles H. Simms, President of Charles V. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.

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



Tracey M. Butt
Tracey M. Butt
Notary Public
In and for the State of Ohio
My Commission Expires: March 5, 2014

Signed on the date set forth in acknowledgment:

"Mortgagee" Fifth Third Bank

By: M. Miller

State of Ohio, Be it remembered that on this 4 day of MARCH, 2013, before me, the undersigned, a Notary Public in and for said State of Ohio, personally came Fifth Third Bank by Tracey M. Butt, its sole member, to be his voluntary act and deed on behalf of the association.

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



Tracey M. Butt
Tracey M. Butt
Notary Public
In and for the State of Ohio
My Commission Expires: March 5, 2014

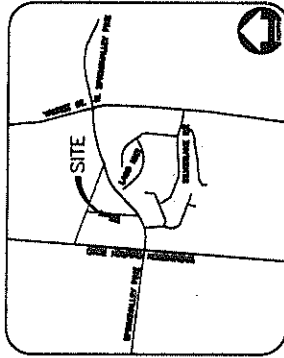
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 15

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.913 ACRES
FEBRUARY 2013

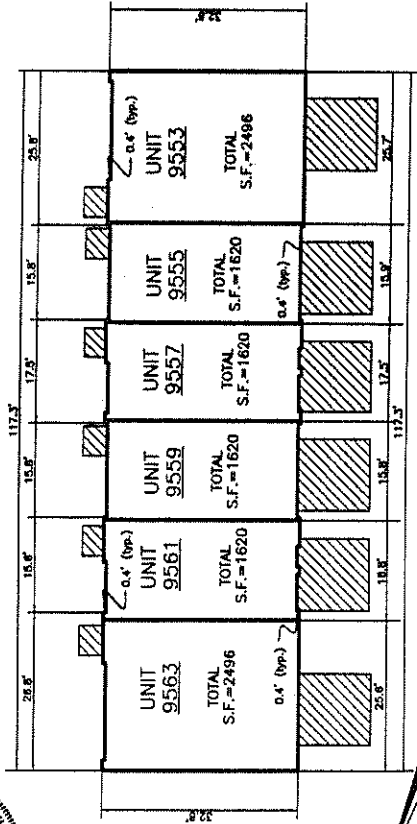
PREPARED BY:

WOOLPERT
CONSULTING ENGINEERS & ARCHITECTS
4454 Ideas Center Blvd
Dayton, OH
45430-1500
937.461.6680
FAX: 937.461.0743

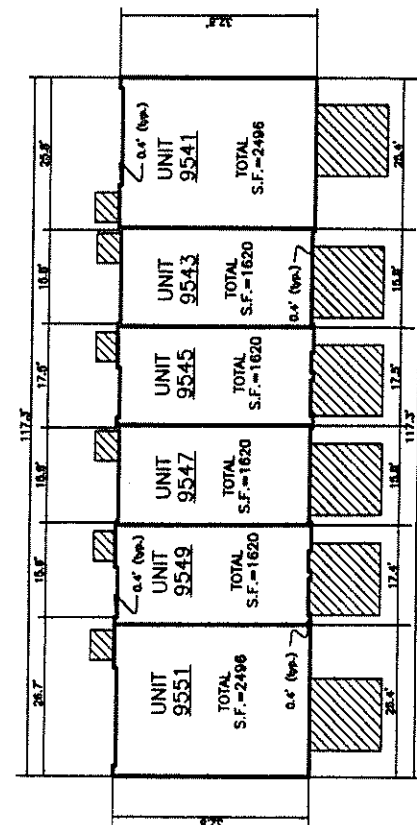


VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
UNIT AREA



BUILDING NO. 21
NTS



BUILDING NO. 20
NTS

DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 1.913 acres as conveyed to Simms Twin Lakes West, Ltd., as recorded in Instrument Record Deed Number 05-118788 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.

Steven W. Newell
By Steven W. Newell
Ohio Professional Surveyor #7212

ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, improvements and buildings.



By John Hansen
Ohio Professional Engineer #6-63137

APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER

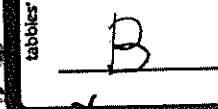
DATE

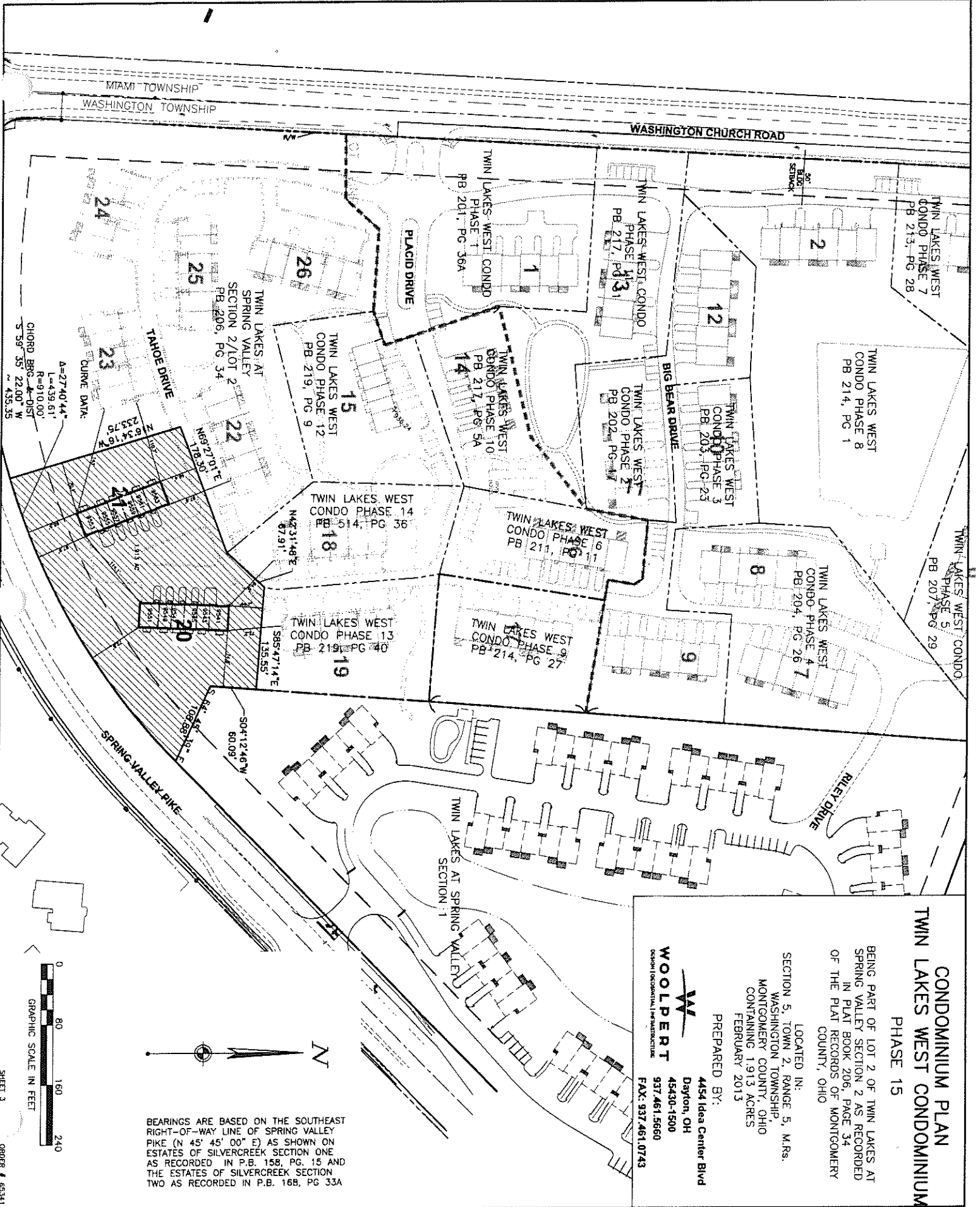
03/13/2013

FILE

13-000

CHECKED BY: Rex





BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE (N 45° 45' 00" E) AS SHOWN ON ESTATES OF SILVERCREEK SECTION ONE AS RECORDED IN P.B. 158, PG. 15 AND THE ESTATES OF SILVERCREEK SECTION TWO AS RECORDED IN P.B. 168, PG 33A

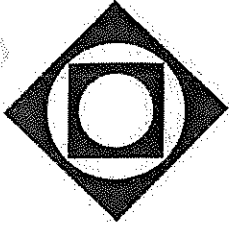
TWIN LAKES WEST CONDOMINIUM PLAN
PHASE 15

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5, M.Rs.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 1.913 ACRES
 FEBRUARY 2013

PREPARED BY:
WOLPERT
 4454 Idea Center Blvd
 Dayton, OH
 45430-1500
 937.461.5660
 937.461.5660
 FAX: 937.461.0743

PICKREL, SCHAEFFER AND EBELING



A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER

40 NORTH MAIN STREET

DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

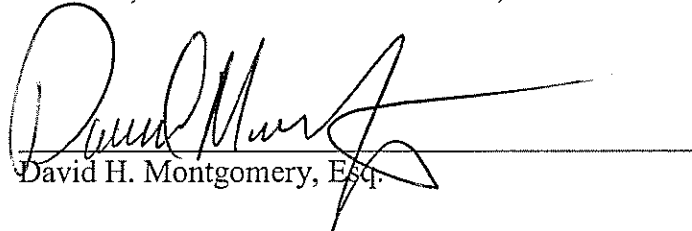
WWW.PSELAW.COM

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 16)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Sixteenth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Sixteenth Amendment", which adds Additional Property to the Condominium consisting of six (6) Residential Units. With the exception of adding Additional Property, the Sixteenth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Sixteenth Amendment, are in compliance with Ohio law, Local Law and the Appendix; Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.



David H. Montgomery, Esq.

Dated: November 4, 2013

Type: DEE
Kind: CONDOMINIUM
Recorded: 11/04/2013 10:45:21 AM
Fee Amt: \$355.00 Page 1 of 14
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2013-00076871

NO TRANSFER NEEDED
13 NOV -4 AM 10:37
KARL L. KEITH
AUDITOR

14

SIXTEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 16)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: November 4th, 2013

PLAT REFERENCE:

Book: 223, Page(s): 2 - 2 E

^{Bot}
This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

SIXTEENTH AMENDMENT TO DECLARATION

FOR

TWIN LAKES WEST CONDOMINIUM

(PHASE 16)

This Sixteenth Amendment to Declaration, hereinafter referred to as the "Sixteenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118316	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E
Twelfth Amendment	12-053107	Book 219, Page 41—41E
Thirteenth Amendment	12-070309	Book 220, Page 18—18E
Fourteenth Amendment	12-075508	Text Amendment only
Fifteenth Amendment	13-017239	Book 221, Page 17-17H

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

- "(p) Building 22 is three (3) stories in height, containing a total of six (6) Units.
- (q) Building 25 is three (3) stories in height, containing a total of six (6) Units."

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9574	22	Superior	9592	25	Superior
9572	22	Erie	9590	25	Erie
9570	22	Erie	9588	25	Erie
9568	22	Erie	9586	25	Erie
9566	22	Erie	9584	25	Erie
9564	22	Superior	9582	25	Superior

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

E. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this Sixteenth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the Parcel B buildings and all other improvements thereon.

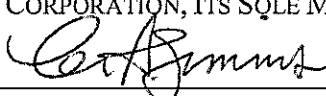
4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 30th day of October, 2013, as evidenced by the below signature and acknowledgment.

DECLARANT

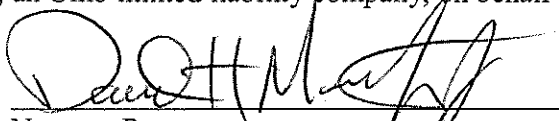
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 30th day of October, 2013, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.



NOTARY PUBLIC

DAVID H. MONTGOMERY, JR., Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423. PL.1CT7124

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	0.83510%	9428	0.68292%	9512	0.68292%
1668	0.87838%	9430	0.87838%	9513	0.87838%
1669	0.87838%	9432	0.87838%	9514	0.68292%
1670	0.83510%	9434	0.68292%	9515	0.83508%
1671	0.83510%	9736	0.68292%	9516	0.68292%
1672	0.87838%	9438	0.68292%	9517	0.87838%
1673	0.87838%	9440	0.68292%	9518	0.87838%
1674	0.83510%	9442	0.87838%	9519	0.83508%
1675	0.83510%	9444	0.83508%	9521	0.87838%
1676	0.87838%	9446	0.87838%	9523	0.83508%
1677	0.87838%	9448	0.83508%	9529	0.72500%
1678	0.83510%	9450	0.87838%	9530	0.72500%
1687	0.83510%	9452	0.83508%	9531	0.47056%
1688	0.72500%	9454	0.87838%	9532	0.47056%
1689	0.87838%	9456	0.87838%	9533	0.47056%
1690	0.47056%	9458	0.83508%	9534	0.47056%
1691	0.83510%	9460	0.87838%	9535	0.47056%
1692	0.47056%	9462	0.83508%	9536	0.47056%
1693	0.87838%	9464	0.87838%	9537	0.47056%
1694	0.47056%	9466	0.83508%	9538	0.47056%
1695	0.83510%	9468	0.83510%	9539	0.72500%
1696	0.47056%	9470	0.87838%	9540	0.72500%
1697	0.87838%	9472	0.83510%	9541	0.72500%
1698	0.72500%	9474	0.87838%	9543	0.47056%
1787	0.72500%	9476	0.83510%	9545	0.47056%
1788	0.72500%	9478	0.87838%	9547	0.47056%
1789	0.47056%	9481	0.87838%	9549	0.47056%
1790	0.47056%	9483	0.83510%	9551	0.72500%
1791	0.47056%	9485	0.87838%	9553	0.72500%
1792	0.47056%	9486	0.83510%	9555	0.47056%

SCHEDULE 11.01 CONT'D.

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1793	0.47056%	9487	0.83510%	9557	0.47056%
1794	0.47056%	9488	0.87838%	9559	0.47056%
1795	0.47056%	9489	0.87838%	9561	0.47056%
1796	0.47056%	9490	0.83510%	9563	0.72500%
1797	0.72500%	9491	0.83510%	9564	0.72500%
1798	0.72500%	9492	0.87838%	9566	0.47056%
9400	0.87838%	9496	0.83510%	9568	0.47056%
9402	0.83510%	9497	0.87838%	9570	0.47056%
9404	0.87838%	9498	0.87838%	9572	0.47056%
9406	0.83510%	9499	0.83510%	9574	0.72500%
9408	0.87838%	9501	0.87838%	9582	0.72500%
9410	0.83510%	9503	0.83510%	9584	0.47056%
9420	0.87838%	9505	0.87838%	9586	0.47056%
9422	0.68292%	9507	0.83510%	9588	0.47056%
9424	0.68292%	9508	0.87838%	9590	0.47056%
9426	0.68292%	9510	0.68292%	9592	0.72500%

EXHIBIT A
DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 16
MONTGOMERY COUNTY, OHIO
CONTAINING 0.797 ACRES
October 3, 2013

Situate in Section 5, Township 2E, Range 5N, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Twin Lakes West Condominium Phase 12 as recorded in Plat Book 219, page 9;

thence along the south line of said Twin Lakes West Condominium Phase 12 North seventy-five degrees six minutes twenty-seven seconds East (N75°06'27"E) for a distance of two hundred fourteen and 22/100 feet (214.22') to a corner of Twin Lakes West Condominium Phase 14;

thence along the southwest line of said Twin Lakes West Condominium Phase 14 South thirty-nine degrees seventeen minutes twenty-seven seconds East (S39°17'27"E) for a distance of one hundred forty-seven and 89/100 feet (147.89') to a corner of Twin Lakes West Condominium Phase 14, said point also being on the centerline of Tahoe Drive (a private street);

thence along said centerline and across said Lot 2 for the following two (2) courses:

1. South sixty-nine degrees twenty-seven minutes one seconds West (S69°27'01"W) for a distance of two hundred thirty-nine and 70/100 feet (239.70') to a point;
2. thence along a curve to the right with a radius of five hundred and 26/100 feet (500.26') for an arc distance of twelve and 35/100 feet (12.35') {chord

Page 2

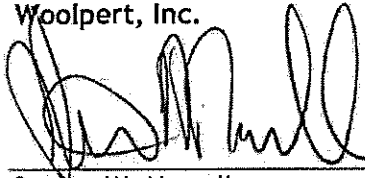
bearing South seventy-two degrees zero minutes twenty-one seconds West ($S72^{\circ}00'21''W$) for twelve and $35/100$ feet (12.35'), delta angle of said curve being one degrees twenty-four minutes fifty-two seconds ($01^{\circ}24'52''$) to a point;

thence leaving said centerline and across said Lot 2 North twenty-three degrees thirty-seven minutes fifty-six seconds West ($N23^{\circ}37'56''W$) for a distance of one hundred sixty and $85/100$ feet (160.85') to the POINT OF BEGINNING, containing zero and $797/1000$ (0.797) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.



10/22/13

Steven W. Newell
Ohio Professional Surveyor #7212



Date: 10/13, 2013

State of Ohio, Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as lienholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
OWNER
Charles H. Simms
Charles H. Simms, President

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

Tracey M. Butt
TRACEY M. BUTT
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014



Be it remembered that on this 30 day of October, 2013, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Charles H. Simms, President of Charles H. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
Tracey M. Butt
TRACEY M. BUTT
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014



Signed on the date set forth in acknowledgment:

"Mortgagee" First Financial Bank, NA

By: *Tracey M. Butt*
TRACEY M. BUTT
Notary Public in and for the State of Ohio
My Commission Expires: March 5, 2014



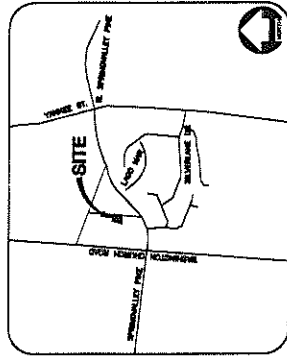
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 16

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.797 ACRES
OCTOBER 2013

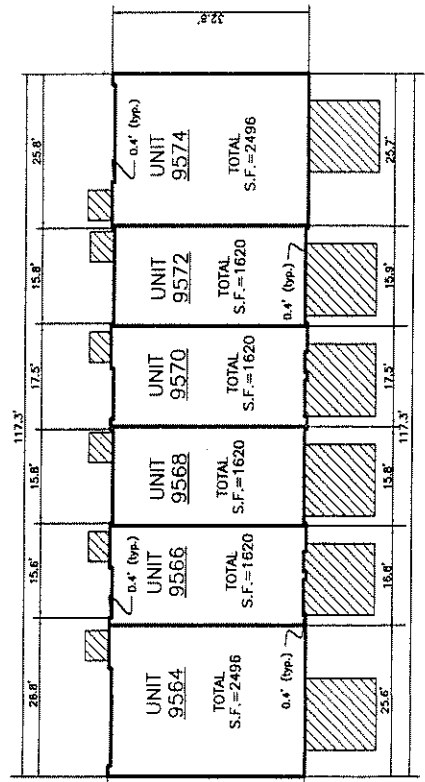
PREPARED BY:

WOOLPERT
DESIGN/CONSTRUCTION INFRASTRUCTURE
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743



VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
UNIT AREA



BUILDING NO. 22

DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.797 acres as conveyed to Simms Twin Lakes West, LTD., as recorded in Instrument Record Deed Number 05-116786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.

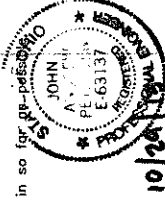
Steven W. Newell
By Steven W. Newell
Ohio Professional Surveyor #7212



ENGINEER'S CERTIFICATION

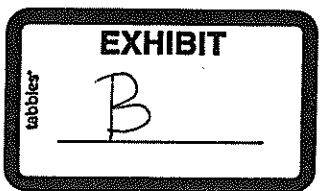
These drawings accurately show graphically, in so far as possible, all of the improvements and buildings.

John A. Walters
By John A. Walters
Ohio Professional Engineer #E-63137



APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER

CHECKED BY: *Ren*
NO. 13-0293
FILE



**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 16**

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

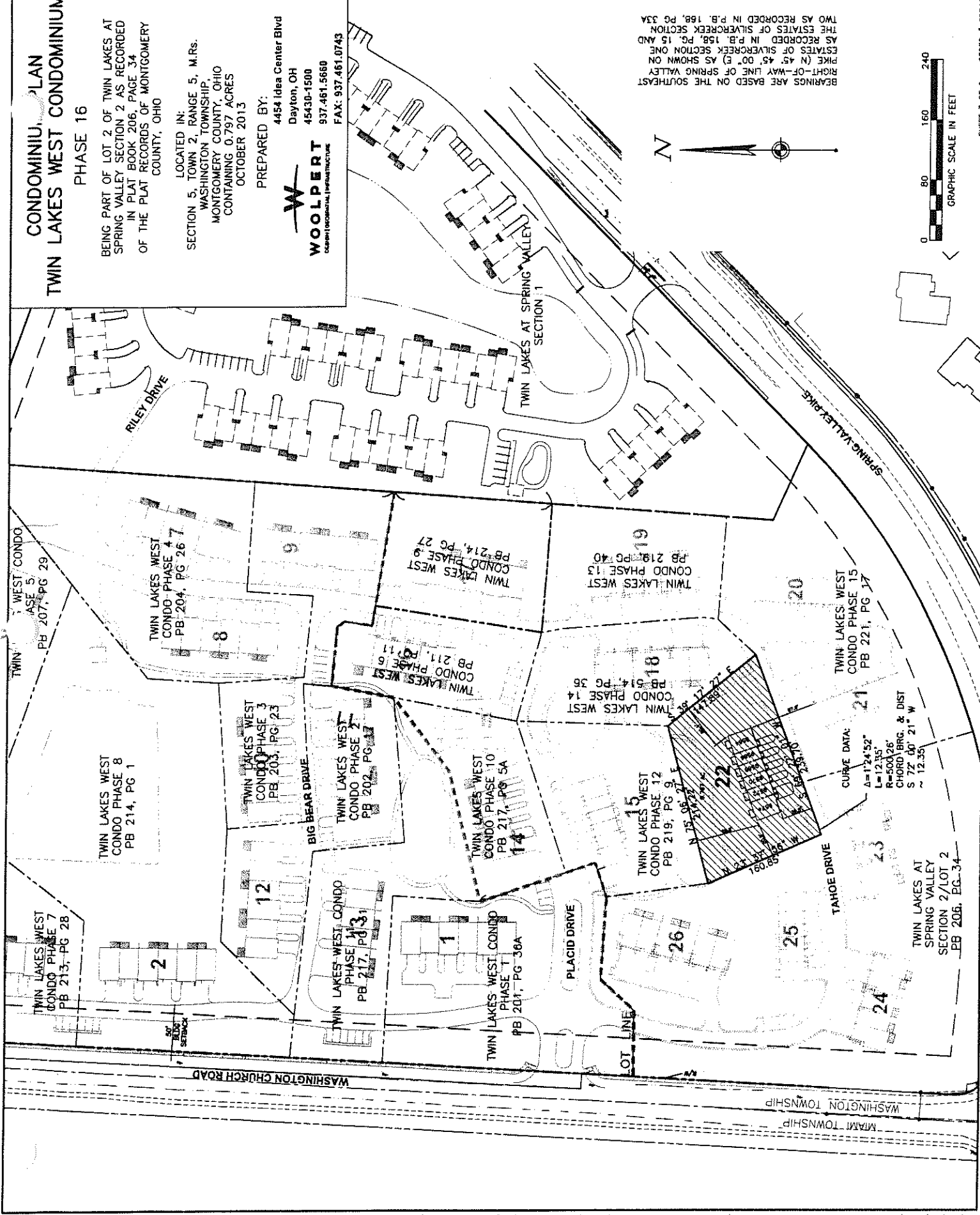
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.797 ACRES
OCTOBER 2013

PREPARED BY:

4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5669
FAX: 937.461.0743



BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY
PIKE (N 45° 00' E) AS SHOWN ON
ESTATES OF SILVERCREEK SECTION ONE
AS RECORDED IN P.B. 158, PG. 15 AND
THE ESTATES OF SILVERCREEK SECTION
TWO AS RECORDED IN P.B. 168, PG. 33A





FAX TRANSMISSION

DATE: 3-24-14

TO: Mary

LOCATION: Apple Property Maint.

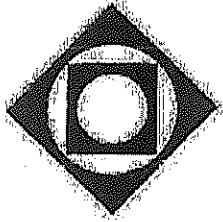
FROM: Tracey

TELEPHONE #: _____

FAX #: _____

Please note that this document consists of 10 pages including this cover sheet. If for some reason you do not receive all pages, please telephone immediately.

REMARKS: 16th Amendment @ TLW
& Letter explanation
of error

PICKREL, SCHAEFFER AND EBELING

A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER
40 NORTH MAIN STREET
DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

WWW.PSCLAH.COM

**SUPPLEMENTAL LEGAL CERTIFICATION
TWIN LAKES WEST CONDOMINIUM
SEVENTEENTH AMENDMENT**

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Seventeenth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Seventeenth Amendment", which is a text amendment to the Declaration and does not add Additional Property to the Condominium. With the exception of correcting a scrivener's error in the Sixteenth Amendment, the Seventeenth Amendment does not affect the Condominium Instruments. *

I hereby certify that the Condominium Instruments, as amended by the Seventeenth Amendment, are in compliance with Ohio law, Local Law and the Appendix; Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING Co., L.P.A.

David H. Montgomery, Esq.

Dated: November 7, 2013

Type: DEE
Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 11/07/2013 03:13:55 PM
Fee Amt: \$76.00 Page 1 of 8
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2013-00078561

**SEVENTEENTH AMENDMENT TO DECLARATION FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 16—TEXT AMENDMENT)**

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

Montgomery County Auditor

By: _____

Dated: November _____, 2013

PLAT REFERENCE:

Book: N/A Page(s): N/A

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

**SEVENTEENTH AMENDMENT TO DECLARATION FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 16)**

This Seventeenth Amendment to Declaration, hereinafter referred to as the "Seventeenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118316	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E
Twelfth Amendment	12-053107	Book 219, Page 41—41E
Thirteenth Amendment	12-070309	Book 220, Page 18—18E
Fourteenth Amendment	12-075508	Text Amendment only
Fifteenth Amendment	13-017239	Book 221, Page 17-17H
Sixteenth Amendment	13-076871	Book 223, Page 2-2E

C. The Declarant is the owner of certain real property described in Exhibit "A" of the

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

D. To correct a scrivener error, as a result of Building 25 being excluded from the Additional Property added with the Sixteenth Amendment to the Declaration, Declarant is submitting this Seventeenth Amendment to modify the text of the Sixteenth Amendment to eliminate any confusion as to the timing and existence of any buildings on the Property being added to the Condominium Property and to clarify the Unit Owners Percentage of Ownership set forth on Schedule 11.01.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

2. The Declaration is hereby amended in accordance with the provisions of Article XXVII of the Declaration by the following:

A. The legal description referred to in Section 3.01 of the Declaration that is affected by this Seventeenth Amendment, is hereby described in Exhibit "A" attached hereto and incorporated herein.

B. Section 4.01 of the Declaration is hereby amended by deleting the following text, in its entirety, from said Section:

(q) Building 25 is three (3) stories in height, containing a total of six (6) Units."

C. Section 5.03 of the Declaration is hereby amended by deleting the following text, in its entirety, from said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9592	25	Superior
9590	25	Erie
9588	25	Erie
9586	25	Erie
9584	25	Erie
9582	25	Superior

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

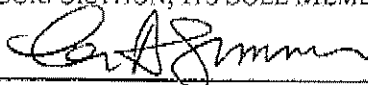
4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 6th day of November, 2013, as evidenced by the below signature and acknowledgment.

DECLARANT

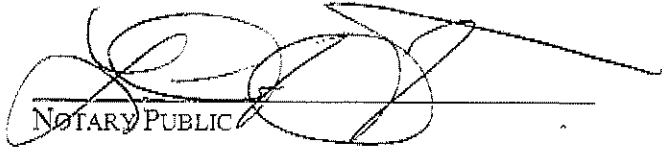
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 6th day of November, 2013, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.


NOTARY PUBLIC



LINDA S. JORDAN, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 17, 2017

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423. PL. 1CU8447.

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
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1695	0.86390%	9464	0.90866%	9535	0.48678%
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1788	0.75000%	9474	0.90866%	9540	0.75000%
1789	0.48678%	9476	0.86390%	9541	0.75000%
1790	0.48678%	9478	0.90866%	9543	0.48678%

SCHEDULE 11.01 CONT'D.

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1791	0.48678%	9481	0.90866%	9545	0.48678%
1792	0.48678%	9483	0.86390%	9547	0.48678%
1793	0.48678%	9485	0.90866%	9549	0.48678%
1794	0.48678%	9486	0.86390%	9551	0.75000%
1795	0.48678%	9487	0.86390%	9553	0.75000%
1796	0.48678%	9488	0.90866%	9555	0.48678%
1797	0.75000%	9489	0.90866%	9557	0.48678%
1798	0.75000%	9490	0.86390%	9559	0.48678%
9400	0.90866%	9491	0.86390%	9561	0.48678%
9402	0.86390%	9492	0.90866%	9563	0.75000%
9404	0.90866%	9496	0.86390%	9564	0.75000%
9406	0.86390%	9497	0.90866%	9566	0.48678%
9408	0.90866%	9498	0.90866%	9568	0.48678%
9410	0.86390%	9499	0.86390%	9570	0.48678%
9420	0.90866%	9501	0.90866%	9572	0.48678%
9422	0.70641%	9503	0.86390%	9574	0.75000%

EXHIBIT A
DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 16
MONTGOMERY COUNTY, OHIO
CONTAINING 0.797 ACRES
October 3, 2013

Situate in Section 5, Township 2E, Range 5N, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Twin Lakes West Condominium Phase 12 as recorded in Plat Book 219, page 9;

thence along the south line of said Twin Lakes West Condominium Phase 12 North seventy-five degrees six minutes twenty-seven seconds East (N75°06'27"E) for a distance of two hundred fourteen and 22/100 feet (214.22') to a corner of Twin Lakes West Condominium Phase 14;

thence along the southwest line of said Twin Lakes West Condominium Phase 14 South thirty-nine degrees seventeen minutes twenty-seven seconds East (S39°17'27"E) for a distance of one hundred forty-seven and 89/100 feet (147.89') to a corner of Twin Lakes West Condominium Phase 14, said point also being on the centerline of Tahoe Drive (a private street);

thence along said centerline and across said Lot 2 for the following two (2) courses:

1. South sixty-nine degrees twenty-seven minutes one seconds West (S69°27'01"W) for a distance of two hundred thirty-nine and 70/100 feet (239.70') to a point;
2. thence along a curve to the right with a radius of five hundred and 26/100 feet (500.26') for an arc distance of twelve and 35/100 feet (12.35') {chord

Description of Twin Lakes West Condominium
Phase 16
Washington Township, Ohio

October 3, 2013

Page 2


bearing South seventy-two degrees zero minutes twenty-one seconds West (S72°00'21"W) for twelve and 35/100 feet (12.35'), delta angle of said curve being one degrees twenty-four minutes fifty-two seconds (01°24'52") to a point;

thence leaving said centerline and across said Lot 2 North twenty-three degrees thirty-seven minutes fifty-six seconds West (N23°37'56"W) for a distance of one hundred sixty and 85/100 feet (160.85') to the POINT OF BEGINNING, containing zero and 797/1000 (0.797) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

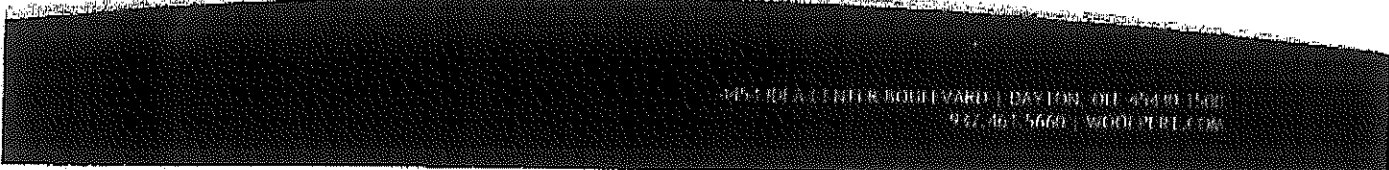
This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.

 10/22/13

Steven W. Newell
Ohio Professional Surveyor #7212

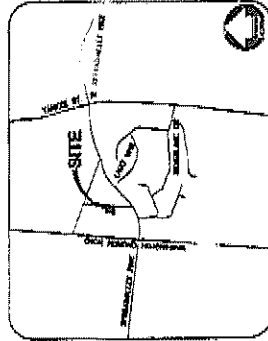


CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 17

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

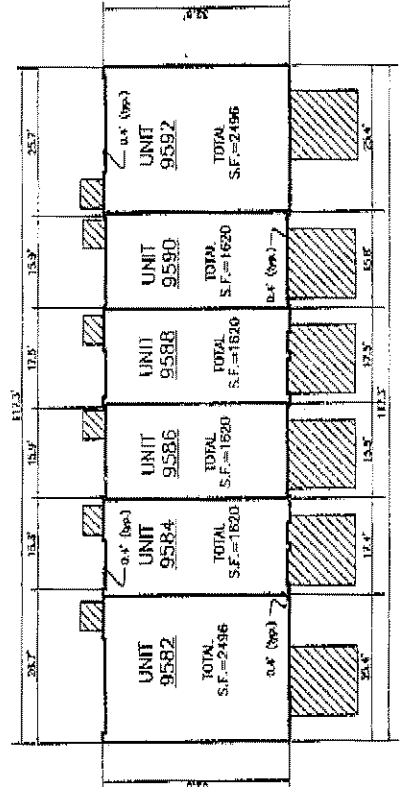
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.713 ACRES
DECEMBER 2013
PREPARED BY:

4454 Idea Center Blvd
Dayton, OH
45430-1500
937.451.5860
FAX: 937.461.0743



VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
UNITED COMMON ELEMENTS ARE DECK, PATIO OR PORCH
UNIT AREA



BUILDING NO. 25

DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.713 acres as conveyed to Simms Twin Lakes West, L.P., as recorded in Instrument Record Deed Number 95-116785 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the portions of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded encumbrances on the real property.



By: *Steven W. Newell*
Steven W. Newell
Ohio Professional Surveyor #7212

ENGINEER'S CERTIFICATION

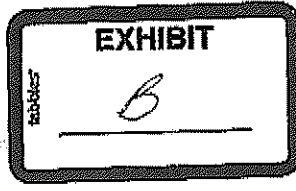
These drawings accurately show graphically, in so far as possible, improvements and buildings.



By: *John A. Peterson*
John A. Peterson
Ohio Professional Engineer FE-63137

APPROVED DESCRIPTION ONLY
MONTGOMERY COUNTY ENGINEER
DATE: 01/21/2014
FILE: 13-0862

CREATED BY: *Ben*
NO.



State of Ohio,
Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land (either as owners or as lienholders), have united in its execution.

SIMMS TWIN LAKES WEST, LTD
OWNER
Charles H. Simms
Charles H. Simms, President

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
TRACEY M. BURT
Notary Public in and for State of Ohio
My Commission expires March 5, 2014

Be it remembered that on this 14 day of January, 2014, before me, the undersigned, a Notary Public in and for the State, personally came Charles H. Simms, President of Charles H. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

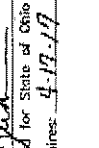


TRACEY M. BURT
Notary Public
in and for the State of Ohio
My Commission Expires
March 5, 2014

Signed on the date set forth in acknowledgment:
"Mortgages" First Financial Bank NA

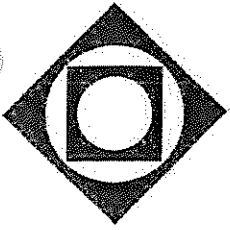
By: Charles H. Simms, V.P.
Charles H. Simms, V.P.

State of Ohio,
Be it remembered that on this 14 day of January, 2014, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came First Financial Bank NA, by Brian C. Conroy, its authorized officer, who acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.



Brian C. Conroy
Notary Public in and for State of Ohio
My Commission Expires: 4-17-14

PICKREL, SCHAEFFER AND EBELING



A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER

40 NORTH MAIN STREET

DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

WWW.PSELAW.COM

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 17)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Eighteenth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Eighteenth Amendment", which adds Additional Property to the Condominium consisting of six (6) Residential Units. With the exception of adding Additional Property, the Eighteenth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Eighteenth Amendment, are in compliance with Ohio law, Local Law and the Appendix; Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.

David H. Montgomery, Esq.

Dated: January 21, 2014

Type: DEE
Kind: CONDOMINIUM
Recorded: 01/21/2014 03:45:39 PM
Fee Amt: \$338.20 Page 1 of 14
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2014-00003499

EIGHTEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 17)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: January ____, 2014

PLAT REFERENCE:

Book: 223, Page(s): 22 - 22E

TRANSFERRED
14 JAN 21 PM 3:25
KARL L. KEITH
AUDITOR

^{BOX}
This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

JA

**EIGHTEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 17)**

This Eighteenth Amendment to Declaration, hereinafter referred to as the "Eighteenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118316	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E
Twelfth Amendment	12-053107	Book 219, Page 41—41E
Thirteenth Amendment	12-070309	Book 220, Page 18—18E
Fourteenth Amendment	12-075508	Text Amendment only
Fifteenth Amendment	13-017239	Book 221, Page 17-17H
Sixteenth Amendment	13-076871	Book 223, Page 2—2E
Seventeenth Amendment	13-078561	Text Amendment only

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

"(q) Building 25 is three (3) stories in height, containing a total of six (6) Units."

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9592	25	Superior	9586	25	Erie
9590	25	Erie	9584	25	Erie
9588	25	Erie	9582	25	Superior

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

E. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this Eighteenth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the Parcel B buildings and all other improvements thereon.

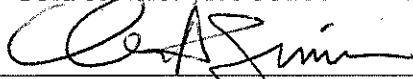
4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 16th day of January, 2014, as evidenced by the below signature and acknowledgment.

DECLARANT

SIMMS TWIN LAKES WEST, LTD.

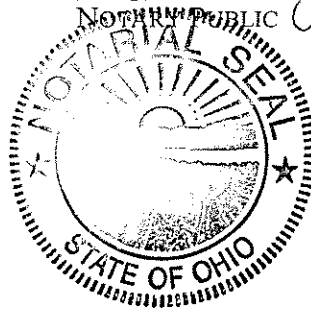
BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION, ITS SOLE MEMBER

BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 16th day of January, 2014, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.





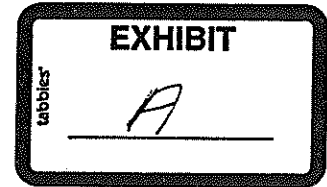
TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 5, 2014

SCHEDULE 11.01

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	0.83510%	9428	0.68292%	9512	0.68292%
1668	0.87838%	9430	0.87838%	9513	0.87838%
1669	0.87838%	9432	0.87838%	9514	0.68292%
1670	0.83510%	9434	0.68292%	9516	0.83508%
1671	0.83510%	9736	0.68292%	9516	0.68292%
1672	0.87838%	9438	0.68292%	9517	0.87838%
1673	0.87838%	9440	0.68292%	9518	0.87838%
1674	0.83510%	9442	0.87838%	9519	0.83508%
1675	0.83510%	9444	0.83508%	9521	0.87838%
1676	0.87838%	9446	0.87838%	9523	0.83508%
1677	0.87838%	9448	0.83508%	9529	0.72500%
1678	0.83510%	9450	0.87838%	9530	0.72500%
1687	0.83510%	9452	0.83508%	9531	0.47056%
1688	0.72500%	9454	0.87838%	9532	0.47056%
1689	0.87838%	9456	0.87838%	9533	0.47056%
1690	0.47056%	9458	0.83508%	9534	0.47056%
1691	0.83510%	9460	0.87838%	9535	0.47056%
1692	0.47056%	9462	0.83508%	9536	0.47056%
1693	0.87838%	9464	0.87838%	9537	0.47056%
1694	0.47056%	9466	0.83508%	9538	0.47056%
1695	0.83510%	9468	0.83510%	9539	0.72500%
1696	0.47056%	9470	0.87838%	9540	0.72500%
1697	0.87838%	9472	0.83510%	9541	0.72500%
1698	0.72500%	9474	0.87838%	9543	0.47056%
1787	0.72500%	9476	0.83510%	9545	0.47056%
1788	0.72500%	9478	0.87838%	9547	0.47056%
1789	0.47056%	9481	0.87838%	9549	0.47056%
1790	0.47056%	9483	0.83510%	9551	0.72500%
1791	0.47056%	9485	0.87838%	9553	0.72500%
1792	0.47056%	9486	0.83510%	9555	0.47056%

SCHEDULE 11.01 CONT'D.

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
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1794	0.47056%	9488	0.87838%	9559	0.47056%
1795	0.47056%	9489	0.87838%	9561	0.47056%
1796	0.47056%	9490	0.83510%	9563	0.72500%
1797	0.72500%	9491	0.83510%	9564	0.72500%
1798	0.72500%	9492	0.87838%	9566	0.47056%
9400	0.87838%	9496	0.83510%	9568	0.47056%
9402	0.83510%	9497	0.87838%	9570	0.47056%
9404	0.87838%	9498	0.87838%	9572	0.47056%
9406	0.83510%	9499	0.83510%	9574	0.72500%
9408	0.87838%	9501	0.87838%	9582	0.72500%
9410	0.83510%	9503	0.83510%	9584	0.47056%
9420	0.87838%	9505	0.87838%	9586	0.47056%
9422	0.68292%	9507	0.83510%	9588	0.47056%
9424	0.68292%	9508	0.87838%	9590	0.47056%
9426	0.68292%	9510	0.68292%	9592	0.72500%



**DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 17
MONTGOMERY COUNTY, OHIO
CONTAINING 0.713 ACRES
December 11, 2013**

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Twin Lakes West Condominium Phase 16 as recorded in Plat Book 206, page 34. Said point also being on the centerline of Tahoe Drive, a private street;

thence along the centerline of said Tahoe Drive for the following two (2) courses:

1. along a curve to the right with a radius of five hundred and 26/100 feet (500.26') for an arc distance of two hundred two and 92/100 feet (202.92') {chord bearing South eighty-four degrees twenty minutes one second West (S84°20'01"W) for two hundred one and 53/100 feet (201.53'), delta angle of said curve being twenty-three degrees fourteen minutes twenty-eight seconds (23°14'28")} to a point;
2. thence along a curve to the right with a radius of seventy-five and 00/100 feet (75.00') for an arc distance of seventy-two and 71/100 feet (72.71') {chord bearing North fifty-six degrees sixteen minutes twenty-one seconds West (N56°16'21"W) for sixty-nine and 90/100 feet (69.90'), delta angle of said curve being fifty-five degrees thirty-two minutes forty-nine seconds (55°32'49")} to a point;

thence South ninety degrees zero minutes zero seconds West (S90°00'00"W) for a distance of seventy-two and 93/100 feet (72.93') to a point on the eastern right-of-

Page 2

way line of Washington Church Road;

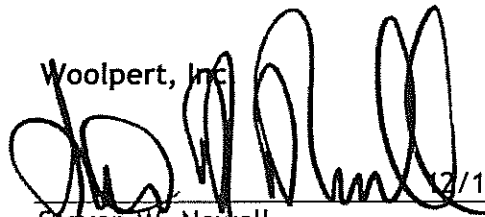
thence along said right-of-way North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for a distance of seventy-three and 67/100 feet (73.67') to a point;

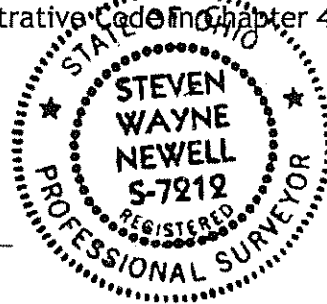
thence North ninety degrees zero minutes zero seconds East (N90°00'00"E) for a distance of two hundred eighty-six and 92/100 feet (286.92') to a point on the west line of Twin Lakes West Condominium Phase 16;

thence along the west line of said Twin Lakes West Condominium Phase 16 South twenty-three degrees thirty-seven minutes fifty-six seconds East (S23°37'56"E) for a distance of one hundred and 93/100 feet (100.93') to the southwest corner of Twin Lakes West Condominium Phase 16, being the **POINT OF BEGINNING**, containing zero and 713/1000 (0.713) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc

12/17/13
Steven W. Newell
Ohio Professional Surveyor #7212



Date: 1-14-2014
 State of Ohio,
 Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in this land either as owners or as leaseholders, have united in its execution.

SIMMS TWIN LAKES WEST, LTD
 OWNER
 Charles H. Simms, President

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
 TRACEY M. BUTT
 Notary Public
 In and for the State of Ohio
 My Commission Expires March 5, 2014

Be it remembered that on this 14 day of January, 2014, before me, the undersigned, a Notary Public in and for the State, personally came Simms Twin Lakes West, LTD by Charles H. Simms, President of Charles V. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

TRACEY M. BUTT
 Notary Public
 In and for the State of Ohio
 My Commission Expires March 5, 2014

Signed on the date set forth in acknowledgment:
 "Mortgage" First Financial Bank NA

By: Paul Lopez, VP
Grand Cumings
March 5, 2014
 State of Ohio,
 Be it remembered that on this 14 day of January, 2014, before me, the undersigned, a Notary Public in and for said State of Ohio, personally came First Financial Bank NA, by Paul Lopez, VP to me known, and acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.



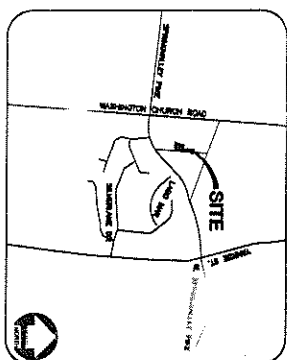
MARY R. KUIP
 Notary Public in and for State of Ohio
 My Commission Expires 4-17-17

CONDOMINIUM PLAN
 TWIN LAKES WEST CONDOMINIUM
 PHASE 17

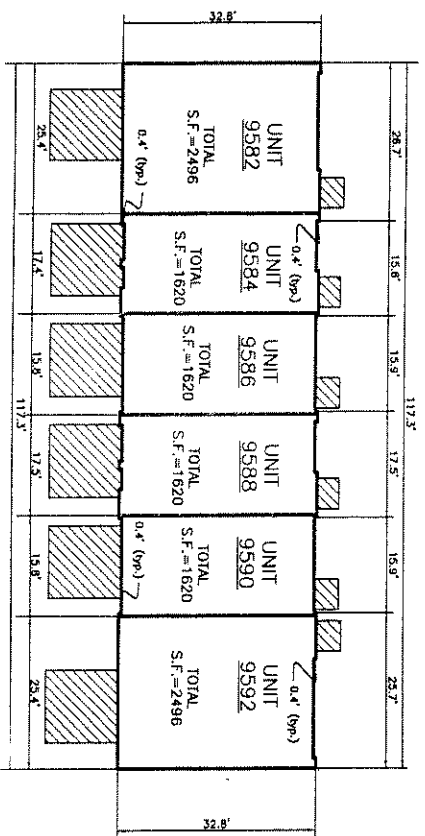
BEGING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5, M.R.S. WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 0.713 ACRES DECEMBER 2013
 PREPARED BY:
 4454 Idea Center Blvd
 Dayton, OH
 45430-1500
 937.461.5660
 FAX: 937.461.0743

W W
 WOLDERT
 Licensed Professional Surveyor
 PREPARED BY:



NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
 LIMITED COMMON ELEMENTS FOR DECK, PATIO OR PORCH
 UNIT AREA



DESCRIPTION
 The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.713 acres as conveyed to Simms Twin Lakes West LTD as recorded in Instrument Record Deed Number 05-116788 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

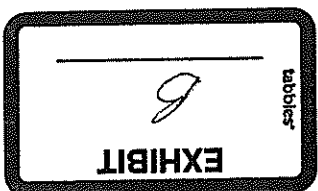
These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.

By: Steven W. Newell
 Ohio Professional Surveyor #7212
 STATE OF OHIO
 STEVEN WAYNE NEWELL
 S. 2918
 PROFESSIONAL SURVEYOR
 DATE: 01/15/14

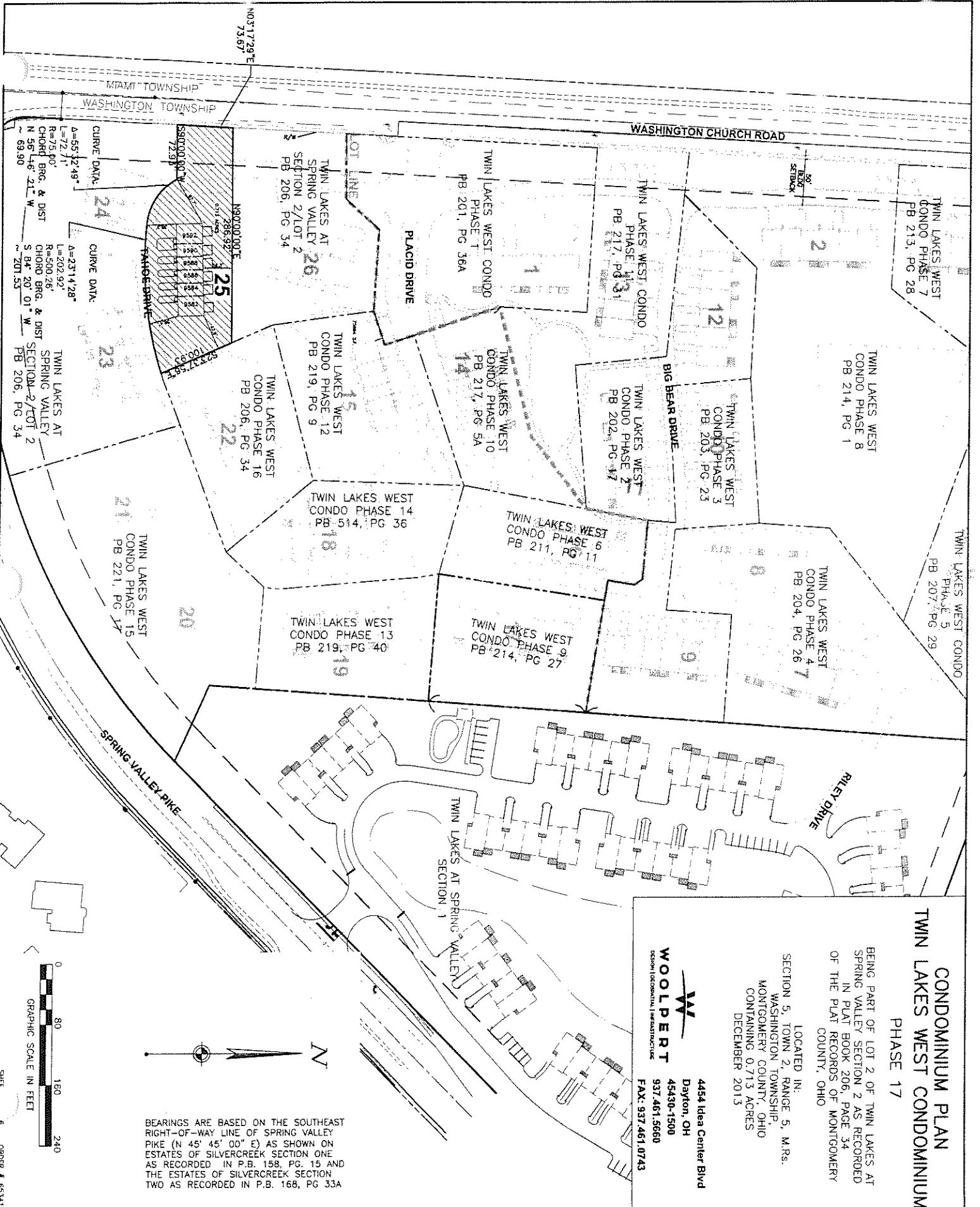
ENGINEER'S CERTIFICATION
 These drawings accurately show graphically, in so far as possible, improvements and buildings.

By: John A. Paterson
 Ohio Professional Engineer #E-63137
 APPROVED DESCRIPTION ONLY
 MONTGOMERY COUNTY ENGINEER
 DATE: 01/21/2014
 FILE: 13-0362

CHECKED BY: Paul
 NO.



BUILDING N. 25



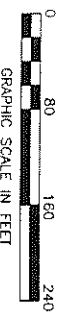
**TWIN LAKES WEST CONDOMINIUM PLAN
PHASE 17**

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.713 ACRES
DECEMBER 2013

WOLPERT
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743

BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE (N 45° 45' 00" E) AS SHOWN ON ESTATES OF SILVERCREEK SECTION ONE AS RECORDED IN P.B. 158, PG. 15 AND THE ESTATES OF SILVERCREEK SECTION TWO AS RECORDED IN P.B. 168, PG. 33A



Type: DEE
Kind: CONDOMINIUM
Recorded: 01/21/2014 03:45:39 PM
Fee Amt: \$338.20 Page 1 of 14
Montgomery County, OH
Willis E. Blackshear County Recorder
File#: 2014-00009499

EIGHTEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 17)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: January ____, 2014

PLAT REFERENCE:

Book: 223, Page(s): 22 - 22E

TRANSMISSION
14 JAN 21 PM 3:25
KARL L. KEITH
AUDITOR

This instrument prepared by: David H. Montgomery, Esq., ^{Box} Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

JA

**EIGHTEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 17)**

This Eighteenth Amendment to Declaration, hereinafter referred to as the "Eighteenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118316	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E
Twelfth Amendment	12-053107	Book 219, Page 41—41E
Thirteenth Amendment	12-070309	Book 220, Page 18—18E
Fourteenth Amendment	12-075508	Text Amendment only
Fifteenth Amendment	13-017239	Book 221, Page 17-17H
Sixteenth Amendment	13-076871	Book 223, Page 2—2E
Seventeenth Amendment	13-078561	Text Amendment only

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

"(q) Building 25 is three (3) stories in height, containing a total of six (6) Units."

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9592	25	Superior	9586	25	Erie
9590	25	Erie	9584	25	Erie
9588	25	Erie	9582	25	Superior

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

E. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this Eighteenth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 16th day of January, 2014, as evidenced by the below signature and acknowledgment.

DECLARANT

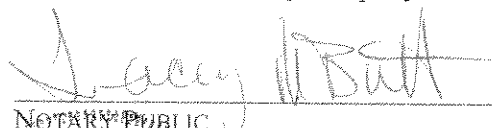
SIMMS TWIN LAKES WEST, LTD.

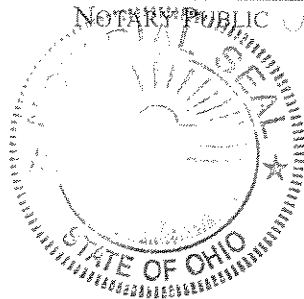
BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 16th day of January, 2014, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.


NOTARY PUBLIC



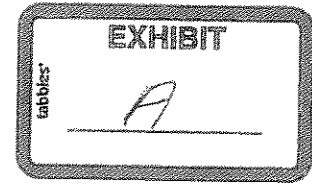
TRACEY M. BUTT
Notary Public
In and for the State of Ohio
My Commission Expires
March 5, 2014

SCHEDULE 11.01

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	0.83510%	9428	0.68292%	9512	0.68292%
1668	0.87838%	9430	0.87838%	9513	0.87838%
1669	0.87838%	9432	0.87838%	9514	0.68292%
1670	0.83510%	9434	0.68292%	9516	0.83508%
1671	0.83510%	9736	0.68292%	9516	0.68292%
1672	0.87838%	9438	0.68292%	9517	0.87838%
1673	0.87838%	9440	0.68292%	9518	0.87838%
1674	0.83510%	9442	0.87838%	9519	0.83508%
1675	0.83510%	9444	0.83508%	9521	0.87838%
1676	0.87838%	9446	0.87838%	9523	0.83508%
1677	0.87838%	9448	0.83508%	9529	0.72500%
1678	0.83510%	9450	0.87838%	9530	0.72500%
1687	0.83510%	9452	0.83508%	9531	0.47056%
1688	0.72500%	9454	0.87838%	9532	0.47056%
1689	0.87838%	9456	0.87838%	9533	0.47056%
1690	0.47056%	9458	0.83508%	9534	0.47056%
1691	0.83510%	9460	0.87838%	9535	0.47056%
1692	0.47056%	9462	0.83508%	9536	0.47056%
1693	0.87838%	9464	0.87838%	9537	0.47056%
1694	0.47056%	9466	0.83508%	9538	0.47056%
1695	0.83510%	9468	0.83510%	9539	0.72500%
1696	0.47056%	9470	0.87838%	9540	0.72500%
1697	0.87838%	9472	0.83510%	9541	0.72500%
1698	0.72500%	9474	0.87838%	9543	0.47056%
1787	0.72500%	9476	0.83510%	9545	0.47056%
1788	0.72500%	9478	0.87838%	9547	0.47056%
1789	0.47056%	9481	0.87838%	9549	0.47056%
1790	0.47056%	9483	0.83510%	9551	0.72500%
1791	0.47056%	9485	0.87838%	9553	0.72500%
1792	0.47056%	9486	0.83510%	9555	0.47056%

SCHEDULE 11.01 CONT'D.

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1793	0.47056%	9487	0.83510%	9557	0.47056%
1794	0.47056%	9488	0.87838%	9559	0.47056%
1795	0.47056%	9489	0.87838%	9561	0.47056%
1796	0.47056%	9490	0.83510%	9563	0.72500%
1797	0.72500%	9491	0.83510%	9564	0.72500%
1798	0.72500%	9492	0.87838%	9566	0.47056%
9400	0.87838%	9496	0.83510%	9568	0.47056%
9402	0.83510%	9497	0.87838%	9570	0.47056%
9404	0.87838%	9498	0.87838%	9572	0.47056%
9406	0.83510%	9499	0.83510%	9574	0.72500%
9408	0.87838%	9501	0.87838%	9582	0.72500%
9410	0.83510%	9503	0.83510%	9584	0.47056%
9420	0.87838%	9505	0.87838%	9586	0.47056%
9422	0.68292%	9507	0.83510%	9588	0.47056%
9424	0.68292%	9508	0.87838%	9590	0.47056%
9426	0.68292%	9510	0.68292%	9592	0.72500%



**DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 17
MONTGOMERY COUNTY, OHIO
CONTAINING 0.713 ACRES
December 11, 2013**

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Twin Lakes West Condominium Phase 16 as recorded in Plat Book 206, page 34. Said point also being on the centerline of Tahoe Drive, a private street;

thence along the centerline of said Tahoe Drive for the following two (2) courses:

1. along a curve to the right with a radius of five hundred and 26/100 feet (500.26') for an arc distance of two hundred two and 92/100 feet (202.92') {chord bearing South eighty-four degrees twenty minutes one second West (S84°20'01"W) for two hundred one and 53/100 feet (201.53'), delta angle of said curve being twenty-three degrees fourteen minutes twenty-eight seconds (23°14'28")} to a point;
2. thence along a curve to the right with a radius of seventy-five and 00/100 feet (75.00') for an arc distance of seventy-two and 71/100 feet (72.71') {chord bearing North fifty-six degrees sixteen minutes twenty-one seconds West (N56°16'21"W) for sixty-nine and 90/100 feet (69.90'), delta angle of said curve being fifty-five degrees thirty-two minutes forty-nine seconds (55°32'49")} to a point;

thence South ninety degrees zero minutes zero seconds West (S90°00'00"W) for a distance of seventy-two and 93/100 feet (72.93') to a point on the eastern right-of-

Page 2

way line of Washington Church Road;

thence along said right-of-way North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for a distance of seventy-three and 67/100 feet (73.67') to a point;

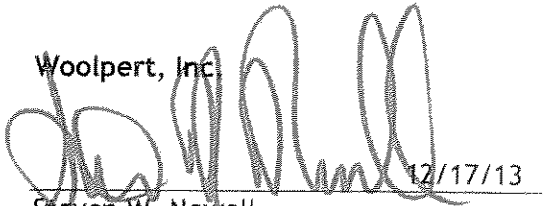
thence North ninety degrees zero minutes zero seconds East (N90°00'00"E) for a distance of two hundred eighty-six and 92/100 feet (286.92') to a point on the west line of Twin Lakes West Condominium Phase 16;

thence along the west line of said Twin Lakes West Condominium Phase 16 South twenty-three degrees thirty-seven minutes fifty-six seconds East (S23°37'56"E) for a distance of one hundred and 93/100 feet (100.93') to the southwest corner of Twin Lakes West Condominium Phase 16, being the **POINT OF BEGINNING**, containing zero and 713/1000 (0.713) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

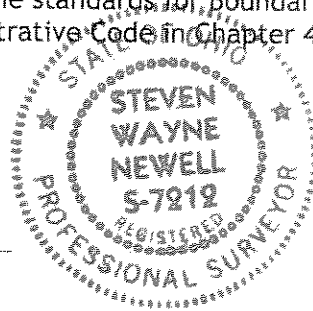
The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.



Steven W. Newell

Ohio Professional Surveyor #7212



Date: 12/20/14

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

SIMMS TWIN LAKES WEST, LTD
OWNER

Charles H. Simms
Charles H. Simms, President

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

TRACEY M. BUTT
Notary Public
My Commission Expires March 5, 2014

Tracey M. Butt
Tracey M. Butt, Notary Public

Be it remembered that on this 14 day of January, 2014, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Charles H. Simms, President of Charles H. Simms Development Corp, its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Tracey M. Butt
Notary Public in and for State of Ohio
My Commission expires March 5, 2014

TRACEY M. BUTT
Notary Public
My Commission Expires March 5, 2014

Signed on the date set forth in acknowledgment

Mortgage First Financial Bank NA

Brad Cummings
Brad Cummings, V.P.

Be it remembered that on this 14 day of January, 2014, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came First Financial Bank NA, by Brad Cummings, V.P. to me known, and acknowledged the signing of the Condominium Plan to be his voluntary act and based on behalf of the association.
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Tracey M. Butt
Tracey M. Butt, Notary Public in and for State of Ohio
My Commission Expires March 5, 2014

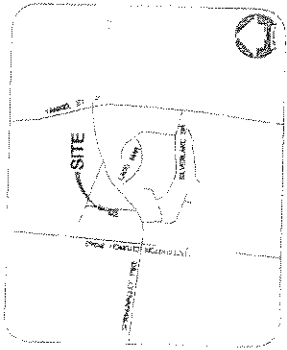


CC MINIMUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 17

BEING PART OF LOT 7 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

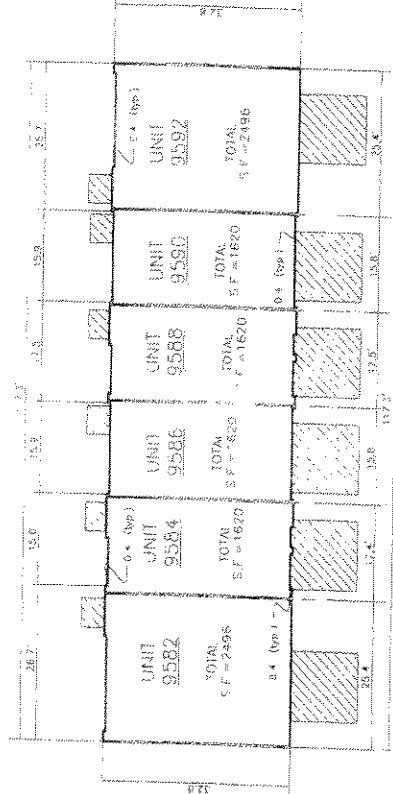
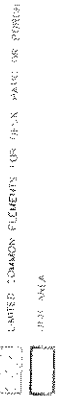
LOCATED IN:
TOWN 2, RANGE 5, M 18 S
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 0.713 ACRES
DECEMBER 2013
PREPARED BY

WOOLPERT
SURVEYORS & ENGINEERS
4544 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743



VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS UNLESS OTHERWISE NOTED.



BUILDING NO. 25

DESCRIPTION

The within Condominium Plan is Part of Lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 0.713 acres as conveyed to Simms Twin Lakes West, Ltd., as recorded in Instrument Record Deed number 05-116786 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location of the improvements and recorded easements on the real property.

Steven W. Newell
By Steven W. Newell
Ohio Professional Surveyor #7212



ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, improvements and buildings.

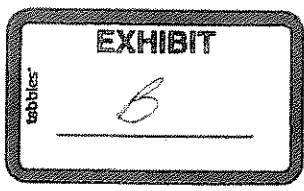
John A. Petersen
By John A. Petersen
Ohio Professional Engineer #E-63137



APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER

CHECKED BY: _____ DATE: _____
RD: _____ FILE: _____



BENCHMARK

FIRE HYDRANT APPROXIMATELY FIVE HUNDRED SEVENTY-ONE FEET (571') NORTH OF WASHINGTON CHURCH ROAD/SPRING VALLEY PIKE INTERSECTION ON WEST SIDE OF WASHINGTON CHURCH ROAD ELEVATION = 939.70

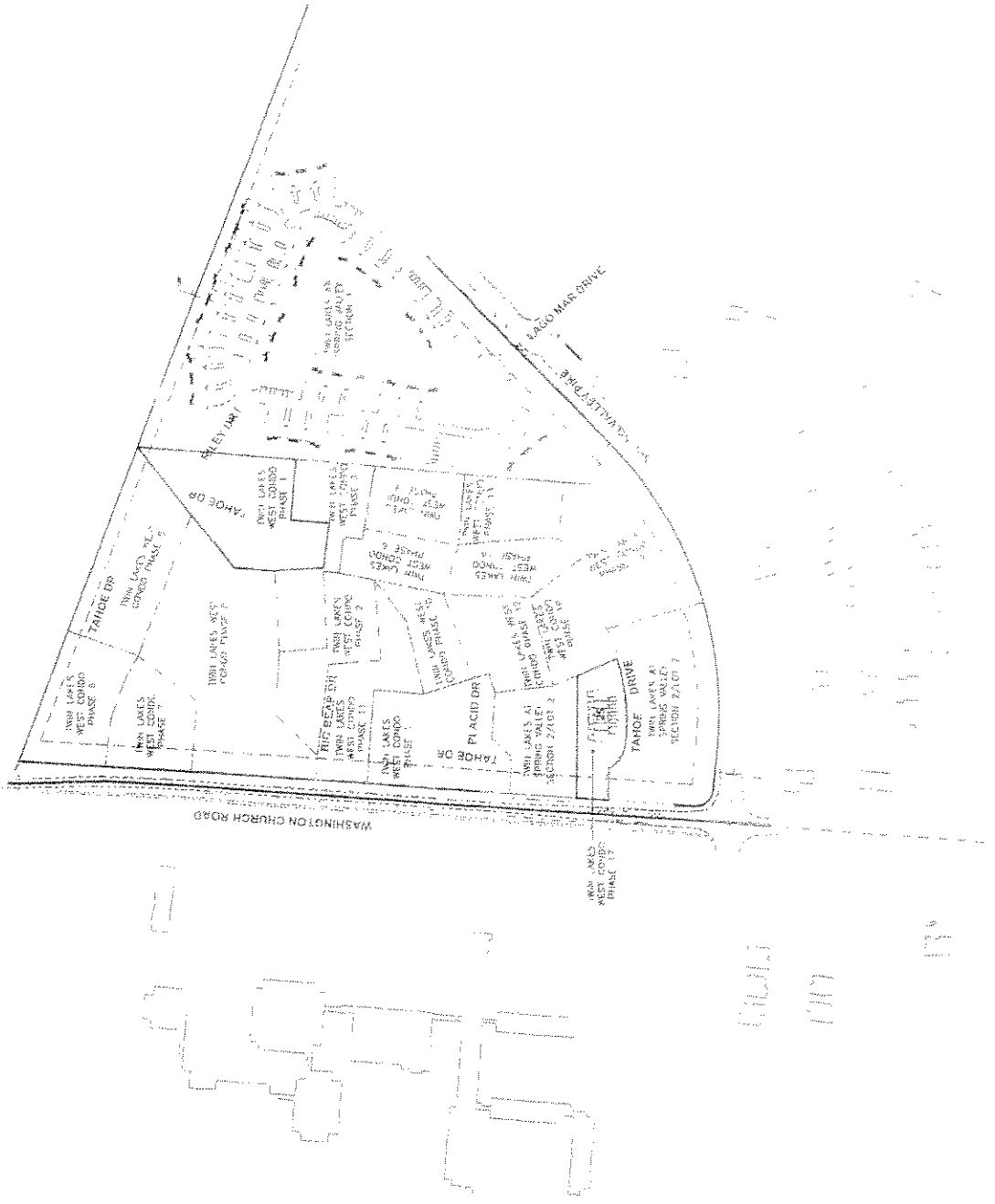
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 17

SHR. PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

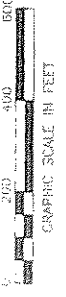
LOCATED IN SECTION 5, TOWN 2, RANGE 5, M. R. WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 0.713 ACRES DECEMBER 2013

PREPARED BY

WOOLPERT
SURVEYING & ENGINEERING
4454 Idea Center Blvd
Dayton, OH 45424-1500
937.461.5660
FAX: 937.461.8743



BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE (N 45° 45' 00" E) AS SHOWN ON THE AS RECORDED OF SILVERCREEN SECTION ONE AND THE AS RECORDED OF SILVERCREEN SECTION TWO AND RECORDED IN P.B. 158, PG. 13 AND THE AS RECORDED IN P.B. 168 PG. 33A



SUPERIMPOSED AREA MAP

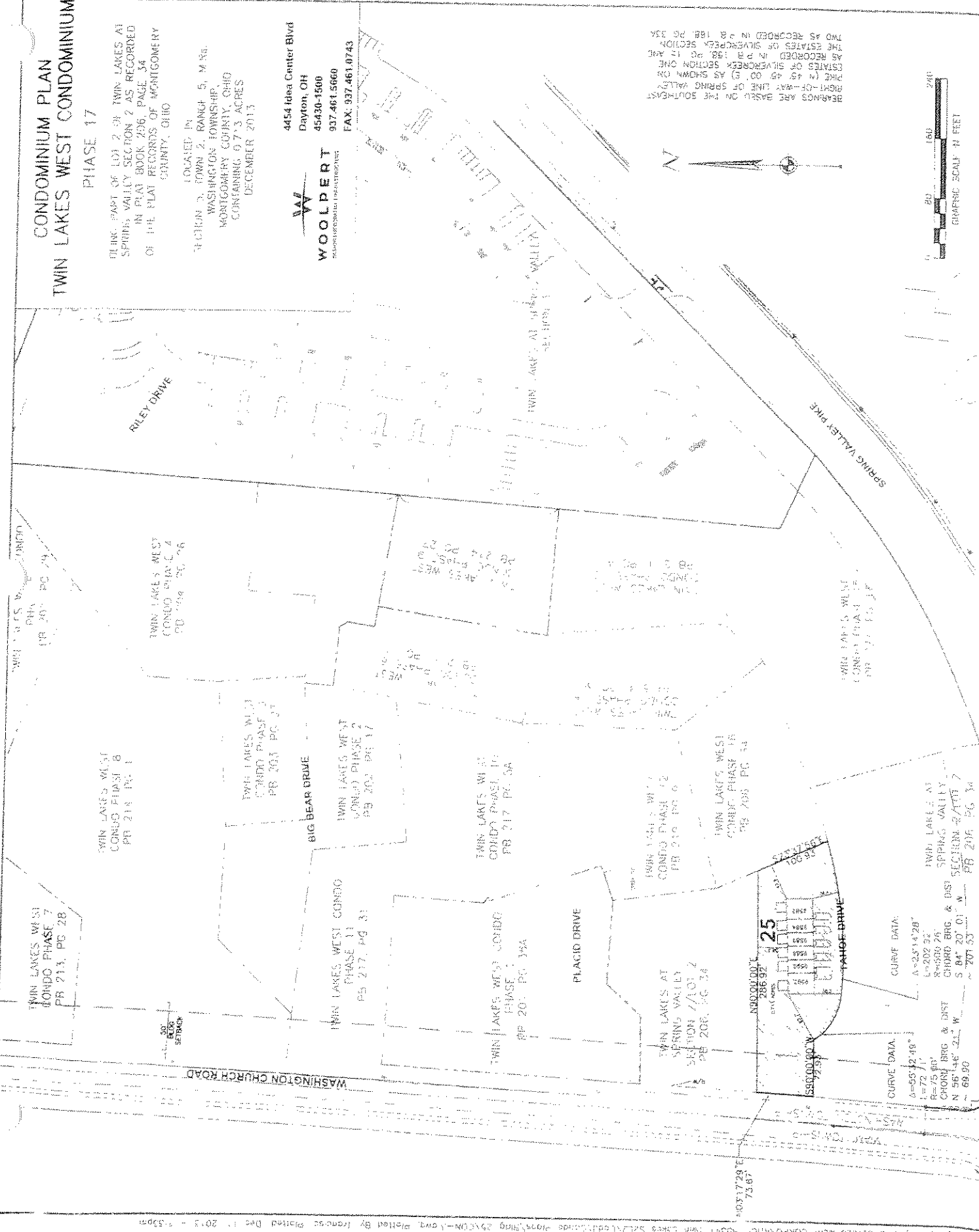
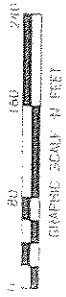
**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 17**

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 436 PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
SECTION 3, TOWN 2, RANGE 5, M. 9E.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.73 ACRES
DECEMBER 2013

W W WOOLPERT
REGISTERED PROFESSIONAL ENGINEER
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743

REMARKS ARE BASED ON THE SURVEY
RIGHT-OF-WAY LINE OF SPRING VALLEY
AS SHOWN ON
ESTATES OF SPRING VALLEY SECTION ONE
AS RECORDED IN PLAT BOOK 188 PAGE 14 AND
AS RECORDED IN PLAT BOOK 188 PAGE 33A
TWO AS RECORDED IN PLAT BOOK 188 PAGE 33A



THIS PLAN IS THE PROPERTY OF WOOLPERT ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF WOOLPERT ENGINEERING, INC. DATE: 12/13/13

INDICATED COMMON ELEMENTS FOR PORCH, DECK AND PATIO

NOTES

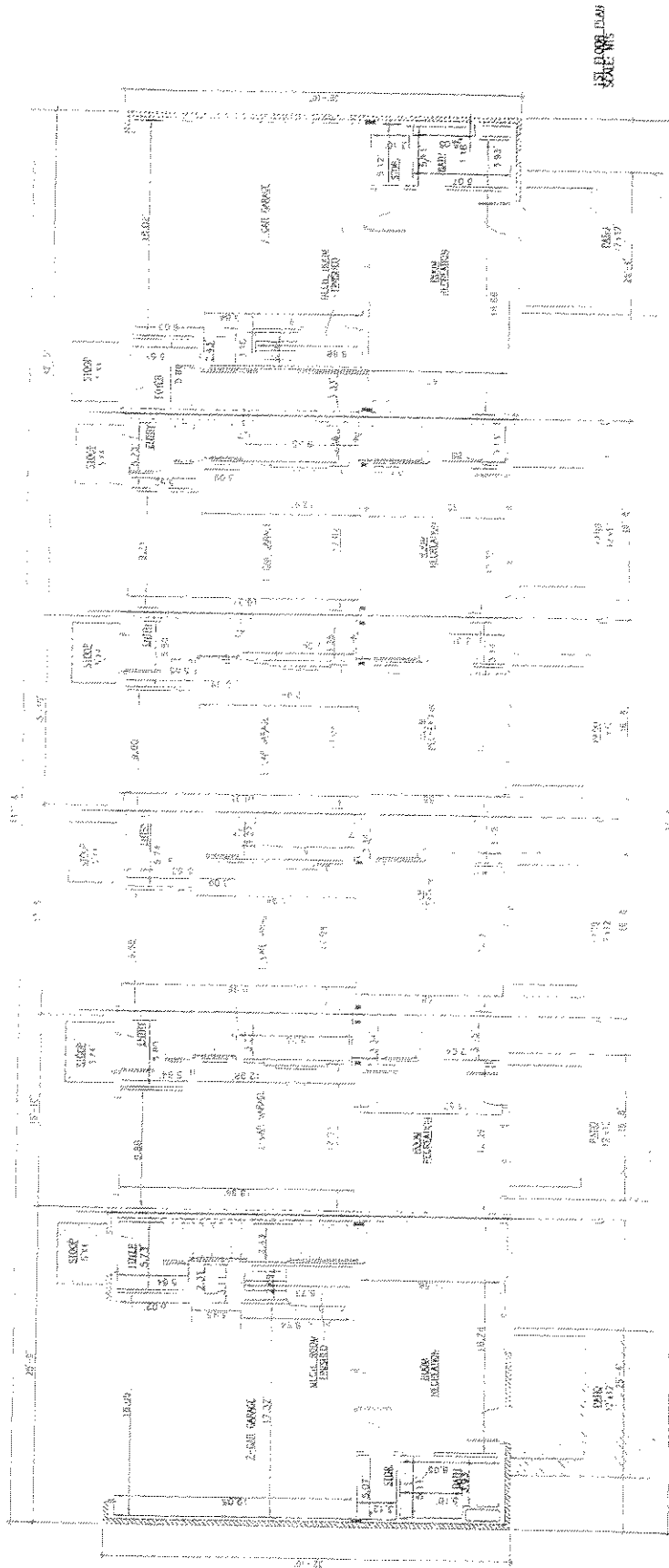
- 1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 17**

BEING PART OF LOT 7 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN SECTION 5, TOWN 2, RANGE 5, MRS WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 0.713 ACRES DECEMBER 2013

WOOLPERT
RESIDENTIAL CONSTRUCTION
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743



UNIT #	AREA (SQ FT)	AREA (SQ FT)	AREA (SQ FT)
UNIT 9582	428 SQ FT LIVING	404 SQ FT GARAGE	FF 939.07 FC 947.15
UNIT 9584	312 SQ FT LIVING	238 SQ FT GARAGE	FF 939.07 FC 947.15
UNIT 9586	312 SQ FT LIVING	238 SQ FT GARAGE	FF 939.07 FC 947.15
UNIT 9588	312 SQ FT LIVING	238 SQ FT GARAGE	FF 939.07 FC 947.15
UNIT 9590	312 SQ FT LIVING	238 SQ FT GARAGE	FF 939.07 FC 947.15
UNIT 9592	428 SQ FT LIVING	404 SQ FT GARAGE	FF 939.07 FC 947.15

UNIT 9582

INDICATED COMMON ELEMENTS
FOR PORCH, DECK AND PATIO

NOTES
1. ALL BUILDINGS IN THIS PHASE WERE
BUILT PER PLAN AND FIELD MEASURED



CRI PART P (3)

4454 Iden Center Blvd
Dayton, OH
937.461.5660
FAX: 937.461.0743



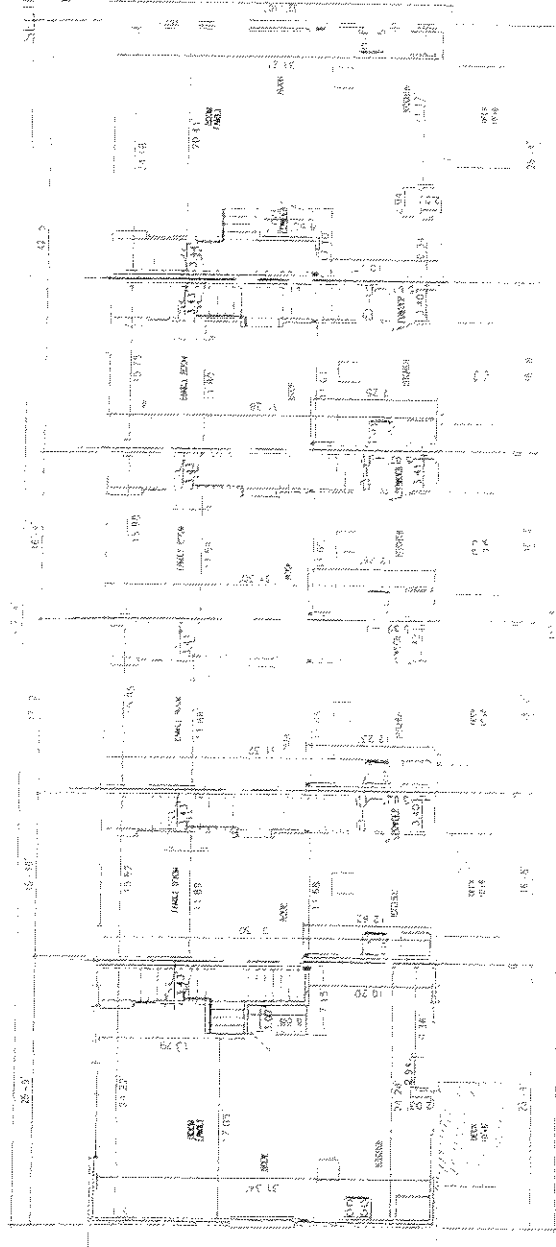
WOOLPERT
ARCHITECTURAL ARCHITECTURE

BUILDING 25

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 17

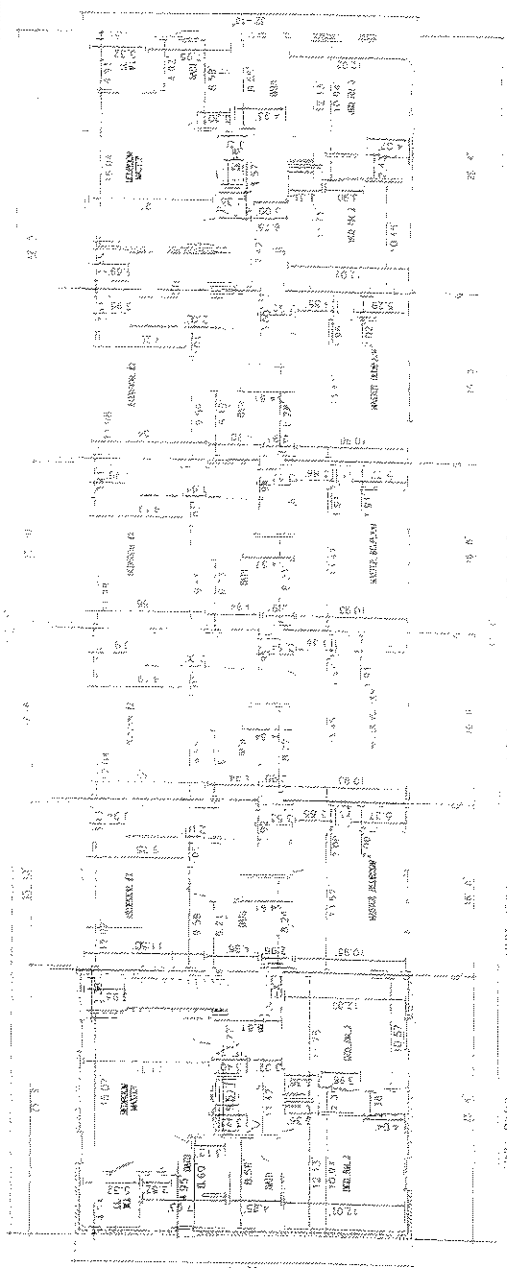
PLANS PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
SECTION 5, TOWN 2, RANGE 5 M R
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
(CONTAINING 0.713 ACRES
DECEMBER 2013)



UNIT	SQ. FT.	UNIT	SQ. FT.
UNIT 2501	1,180	UNIT 2502	1,180
UNIT 2503	1,180	UNIT 2504	1,180
UNIT 2505	1,180	UNIT 2506	1,180
UNIT 2507	1,180	UNIT 2508	1,180
UNIT 2509	1,180	UNIT 2510	1,180
UNIT 2511	1,180	UNIT 2512	1,180
UNIT 2513	1,180	UNIT 2514	1,180
UNIT 2515	1,180	UNIT 2516	1,180
UNIT 2517	1,180	UNIT 2518	1,180
UNIT 2519	1,180	UNIT 2520	1,180
UNIT 2521	1,180	UNIT 2522	1,180
UNIT 2523	1,180	UNIT 2524	1,180
UNIT 2525	1,180	UNIT 2526	1,180
UNIT 2527	1,180	UNIT 2528	1,180
UNIT 2529	1,180	UNIT 2530	1,180
UNIT 2531	1,180	UNIT 2532	1,180
UNIT 2533	1,180	UNIT 2534	1,180
UNIT 2535	1,180	UNIT 2536	1,180
UNIT 2537	1,180	UNIT 2538	1,180
UNIT 2539	1,180	UNIT 2540	1,180
UNIT 2541	1,180	UNIT 2542	1,180
UNIT 2543	1,180	UNIT 2544	1,180
UNIT 2545	1,180	UNIT 2546	1,180
UNIT 2547	1,180	UNIT 2548	1,180
UNIT 2549	1,180	UNIT 2550	1,180
UNIT 2551	1,180	UNIT 2552	1,180
UNIT 2553	1,180	UNIT 2554	1,180
UNIT 2555	1,180	UNIT 2556	1,180
UNIT 2557	1,180	UNIT 2558	1,180
UNIT 2559	1,180	UNIT 2560	1,180
UNIT 2561	1,180	UNIT 2562	1,180
UNIT 2563	1,180	UNIT 2564	1,180
UNIT 2565	1,180	UNIT 2566	1,180
UNIT 2567	1,180	UNIT 2568	1,180
UNIT 2569	1,180	UNIT 2570	1,180
UNIT 2571	1,180	UNIT 2572	1,180
UNIT 2573	1,180	UNIT 2574	1,180
UNIT 2575	1,180	UNIT 2576	1,180
UNIT 2577	1,180	UNIT 2578	1,180
UNIT 2579	1,180	UNIT 2580	1,180
UNIT 2581	1,180	UNIT 2582	1,180
UNIT 2583	1,180	UNIT 2584	1,180
UNIT 2585	1,180	UNIT 2586	1,180
UNIT 2587	1,180	UNIT 2588	1,180
UNIT 2589	1,180	UNIT 2590	1,180
UNIT 2591	1,180	UNIT 2592	1,180
UNIT 2593	1,180	UNIT 2594	1,180
UNIT 2595	1,180	UNIT 2596	1,180
UNIT 2597	1,180	UNIT 2598	1,180
UNIT 2599	1,180	UNIT 2600	1,180

2ND FLOOR PLAN
SCALE: NTS



UNIT	SQ. FT.	UNIT	SQ. FT.
UNIT 2601	1,180	UNIT 2602	1,180
UNIT 2603	1,180	UNIT 2604	1,180
UNIT 2605	1,180	UNIT 2606	1,180
UNIT 2607	1,180	UNIT 2608	1,180
UNIT 2609	1,180	UNIT 2610	1,180
UNIT 2611	1,180	UNIT 2612	1,180
UNIT 2613	1,180	UNIT 2614	1,180
UNIT 2615	1,180	UNIT 2616	1,180
UNIT 2617	1,180	UNIT 2618	1,180
UNIT 2619	1,180	UNIT 2620	1,180
UNIT 2621	1,180	UNIT 2622	1,180
UNIT 2623	1,180	UNIT 2624	1,180
UNIT 2625	1,180	UNIT 2626	1,180
UNIT 2627	1,180	UNIT 2628	1,180
UNIT 2629	1,180	UNIT 2630	1,180
UNIT 2631	1,180	UNIT 2632	1,180
UNIT 2633	1,180	UNIT 2634	1,180
UNIT 2635	1,180	UNIT 2636	1,180
UNIT 2637	1,180	UNIT 2638	1,180
UNIT 2639	1,180	UNIT 2640	1,180
UNIT 2641	1,180	UNIT 2642	1,180
UNIT 2643	1,180	UNIT 2644	1,180
UNIT 2645	1,180	UNIT 2646	1,180
UNIT 2647	1,180	UNIT 2648	1,180
UNIT 2649	1,180	UNIT 2650	1,180
UNIT 2651	1,180	UNIT 2652	1,180
UNIT 2653	1,180	UNIT 2654	1,180
UNIT 2655	1,180	UNIT 2656	1,180
UNIT 2657	1,180	UNIT 2658	1,180
UNIT 2659	1,180	UNIT 2660	1,180
UNIT 2661	1,180	UNIT 2662	1,180
UNIT 2663	1,180	UNIT 2664	1,180
UNIT 2665	1,180	UNIT 2666	1,180
UNIT 2667	1,180	UNIT 2668	1,180
UNIT 2669	1,180	UNIT 2670	1,180
UNIT 2671	1,180	UNIT 2672	1,180
UNIT 2673	1,180	UNIT 2674	1,180
UNIT 2675	1,180	UNIT 2676	1,180
UNIT 2677	1,180	UNIT 2678	1,180
UNIT 2679	1,180	UNIT 2680	1,180
UNIT 2681	1,180	UNIT 2682	1,180
UNIT 2683	1,180	UNIT 2684	1,180
UNIT 2685	1,180	UNIT 2686	1,180
UNIT 2687	1,180	UNIT 2688	1,180
UNIT 2689	1,180	UNIT 2690	1,180
UNIT 2691	1,180	UNIT 2692	1,180
UNIT 2693	1,180	UNIT 2694	1,180
UNIT 2695	1,180	UNIT 2696	1,180
UNIT 2697	1,180	UNIT 2698	1,180
UNIT 2699	1,180	UNIT 2700	1,180

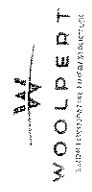
3RD FLOOR PLAN
SCALE: NTS
SHEET 5 OF 6 ORDER # 65341

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 17**

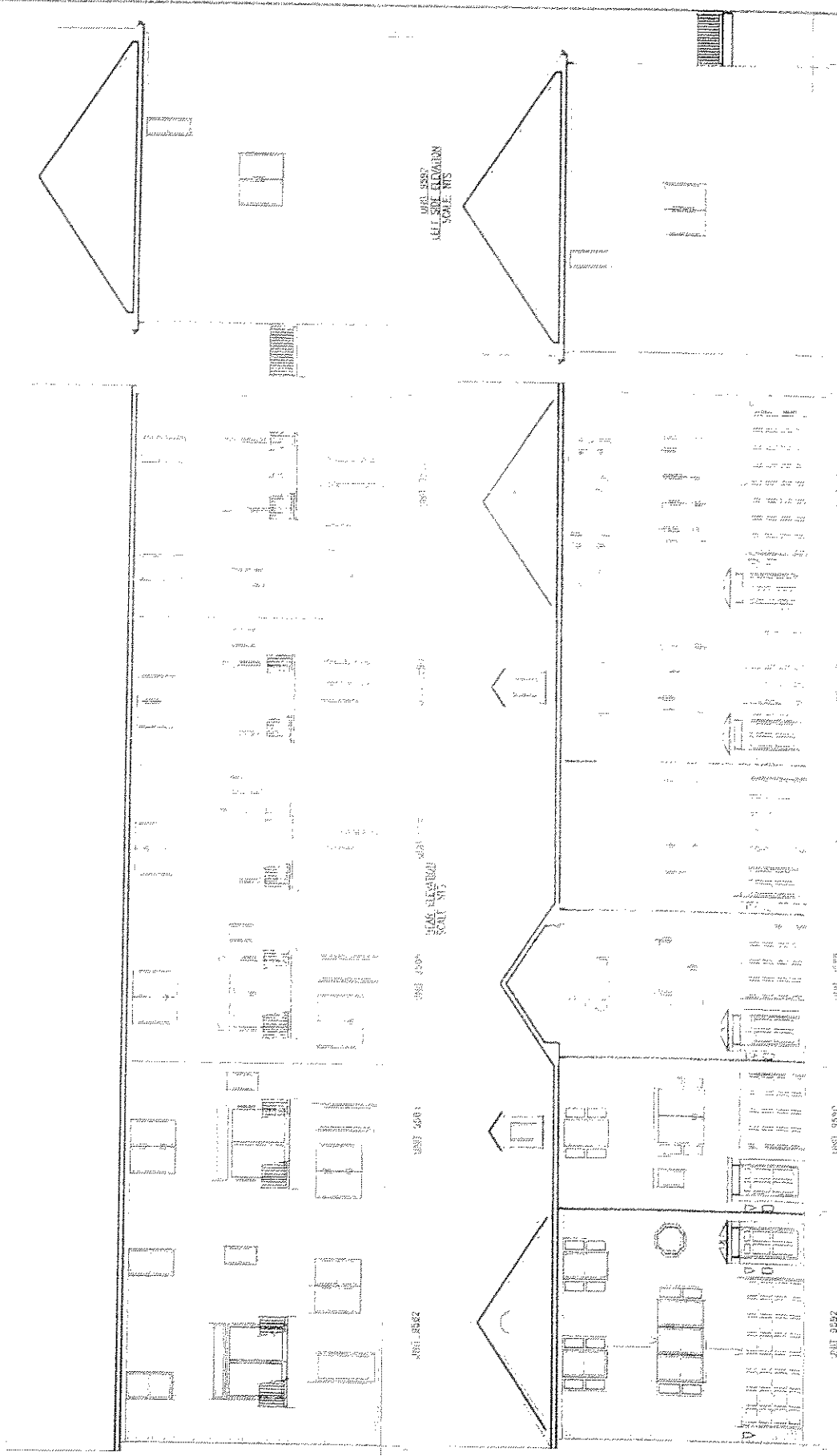
BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE GREAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
TOWNSHIP 2, RANGE 5, M.18
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.713 ACRES
DECEMBER 2013

PREPARED BY:
4454 Ikea Center Blvd
Dayton, OH
45438-1500
937 461 5660
FAX: 937 461 0743



BUILDING 25



UNIT 5082
FLOOR ELEVATION
SCALE: 1/8\"

UNIT 5086
FLOOR ELEVATION
SCALE: 1/8\"

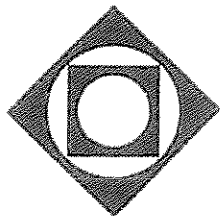
UNIT 5094
FLOOR ELEVATION
SCALE: 1/8\"

UNIT 5098
FLOOR ELEVATION
SCALE: 1/8\"

UNIT 5088
FLOOR ELEVATION
SCALE: 1/8\"

UNIT 5084
FLOOR ELEVATION
SCALE: 1/8\"

PICKREL, SCHAEFFER AND EBELING



A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER

40 NORTH MAIN STREET

DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

WWW.PSELCO.COM

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 18)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Nineteenth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Nineteenth Amendment", which adds Additional Property to the Condominium consisting of six (6) Residential Units. With the exception of adding Additional Property, the Nineteenth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Nineteenth Amendment, are in compliance with Ohio law, Local Law and the Appendix; Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.

A handwritten signature in cursive script, appearing to read "David H. Montgomery, Esq.", written over a horizontal line.

David H. Montgomery, Esq.

Dated: April 11, 2014

Type: CFE
Kind: CONDOMINIUM
Recorded: 04/11/2014 02:51:42 PM
Fee Amt: \$364.00 Page 1 of 14
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2014-00013121

NO FURTHER NOTICE

14 APR 11 PM 2:46

KARL L. KEITH
AUDITOR

NINETEENTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 18)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: April 11, 2014

PLAT REFERENCE:

Book: 023, Page(s): 43-43E

**NINETEENTH AMENDMENT TO DECLARATION
 FOR
 TWIN LAKES WEST CONDOMINIUM
 (PHASE 18)**

This Nineteenth Amendment to Declaration, hereinafter referred to as the "Nineteenth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118316	Book 201, Pages 36A—36E
First Amendment	06-007805	Book 202, Pages 17A—17G
Second Amendment	06-042907	Book 203, Pages 23A—23G
Third Amendment	06-082974	Book 204, Pages 26—26G
Fourth Amendment	07-062527	Book 207, Pages 29—29G
Fifth Amendment	08-067008	Book 211, Pages 11—11H
Sixth Amendment	09-069760	Book 213, Pages 28—28E
Seventh Amendment	10-003863	Book 214, Pages 1—1E
Eighth Amendment	10-037336	Book 214, Pages 27—27E
Ninth Amendment	10-040293	Book 217, Pages 5A—5E
Tenth Amendment	11-058302	Book 217, Page 31—31E
Eleventh Amendment	12-022047	Book 219, Page 9—9E
Twelfth Amendment	12-053107	Book 219, Page 41—41E
Thirteenth Amendment	12-070309	Book 220, Page 18—18E
Fourteenth Amendment	12-075508	Text Amendment only
Fifteenth Amendment	13-017239	Book 221, Page 17-17H
Sixteenth Amendment	13-076871	Book 223, Page 2—2E
Seventeenth Amendment	13-078561	Text Amendment only
Eighteenth Amendment	14-003499	Book 223, Page 22—22E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

"(r) Building 26 is three (3) stories in height, containing a total of six (6) Units."

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9604	26	Superior	9598	26	Erie
9602	26	Erie	9596	26	Erie
9600	26	Erie	9594	26	Superior

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

E. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this Nineteenth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 9th day of April, 2014, as evidenced by the below signature and acknowledgment.

DECLARANT


SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 9th day of April, 2014, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.

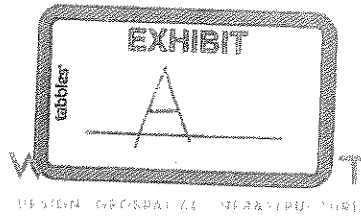

NOTARY PUBLIC

SCHEDULE 11.01

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	0.7990%	9432	0.8406%	9516	0.6535%
1668	0.8406%	9434	0.6535%	9517	0.8406%
1669	0.8406%	9736	0.6535%	9518	0.8406%
1670	0.7990%	9438	0.6535%	9519	0.7991%
1671	0.7990%	9440	0.6535%	9521	0.8406%
1672	0.8406%	9442	0.8406%	9523	0.7991%
1673	0.8406%	9444	0.7991%	9529	0.6948%
1674	0.7990%	9446	0.8406%	9530	0.69480%
1675	0.7990%	9448	0.7991%	9531	0.4781%
1676	0.8406%	9450	0.8406%	9532	0.4781%
1677	0.8406%	9452	0.7991%	9533	0.4781%
1678	0.7990%	9454	0.8406%	9534	0.4781%
1687	0.7990%	9456	0.8406%	9535	0.4781%
1688	0.6948%	9458	0.7991%	9536	0.4781%
1689	0.84060%	9460	0.8406%	9537	0.4781%
1690	0.4781%	9462	0.7991%	9538	0.4781%
1691	0.7990%	9464	0.8406%	9539	0.6948%
1692	0.4781%	9466	0.7991%	9540	0.6948%
1693	0.8406%	9468	0.7990%	9541	0.6948%
1694	0.4781%	9470	0.8406%	9543	0.4781%
1695	0.7990%	9472	0.7990%	9545	0.4781%
1696	0.4781%	9474	0.8406%	9547	0.4781%
1697	0.8406%	9476	0.7990%	9549	0.4781%
1698	0.6948%	9478	0.8406%	9551	0.6948%
1787	0.6948%	9481	0.8406%	9553	0.6948%
1788	0.6948%	9483	0.7990%	9555	0.4781%
1789	0.4781%	9485	0.8406%	9557	0.4781%
1790	0.4781%	9486	0.7990%	9559	0.4781%
1791	0.4781%	9487	0.7990%	9561	0.4781%
1792	0.4781%	9488	0.8406%	9563	0.6948%

SCHEDULE 11.01 CONT'D.

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1793	0.4781%	9489	0.8406%	9564	0.6948%
1794	0.4781%	9490	0.7990%	9566	0.4781%
1795	0.4781%	9491	0.7990%	9568	0.4781%
1796	0.4781%	9492	0.8406%	9570	0.4781%
1797	0.6948%	9496	0.7990%	9572	0.4781%
1798	0.6948%	9497	0.8406%	9574	0.6948%
9400	0.8406%	9498	0.8406%	9582	0.6948%
9402	0.7990%	9499	0.7990%	9584	0.4781%
9404	0.8406%	9501	0.8406%	9586	0.4781%
9406	0.7990%	9503	0.7990%	9588	0.4781%
9408	0.8406%	9505	0.8406%	9590	0.4781%
9410	0.7990%	9507	0.7990%	9592	0.6948%
9420	0.8406%	9508	0.8406%	9594	0.4781%
9422	0.6535%	9510	0.6535%	9596	0.6948%
9424	0.6535%	9512	0.6535%	9598	0.6948%
9426	0.6535%	9513	0.8406%	9600	0.6948%
9428	0.6535%	9514	0.6535%	9602	0.6948%
9430	0.8406%	9516	0.7991%	9604	0.4781%



DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 18
MONTGOMERY COUNTY, OHIO
CONTAINING 1.025 ACRES
March 27, 2014

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at a point on the east line of Washington Church Road, said point being the southwest corner of Twin Lakes West Condo Phase 1 as recorded in Plat Book 201, page 36A;

thence along the south line of said Twin Lakes West Condo Phase 1 for the following three (3) courses:

1. North ninety degrees zero minutes zero seconds East (N90°00'00"E) for a distance of eighty-seven and 29/100 feet (87.29') to a point;
2. North forty-two degrees thirty-two minutes fifty-eight seconds East (N42°32'58"E) for a distance of sixty and 21/100 feet (60.21') to a point;
3. South eighty-six degrees nineteen minutes thirty-one seconds East (S86°19'31"E) for a distance of one hundred eight and 52/100 feet (108.52') to a corner of Twin Lakes West Condo Phase 12 as recorded in Plat Book 219 page 9;

thence along a west line of said Twin Lakes West Condo Phase 12 South seven degrees thirty-six minutes zero seconds East (S07°36'00"E) for a distance of one hundred thirty-five and 20/100 feet (135.20') to the southwest corner thereof, said point also

Page 2

being the northwest corner of Twin Lakes Condo Phase 16 as recorded in Plat Book 206 Page 34,

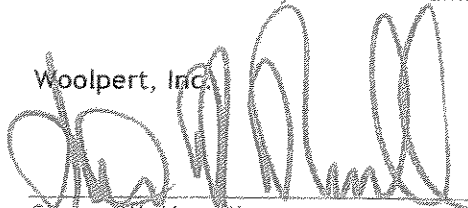
thence along the west line of said Twin Lakes West Condominium Phase 16 South twenty-three degrees thirty-seven minutes fifty-six seconds East (S23°37'56"E) for a distance of fifty-nine and 92/100 feet (59.92') to the northeast corner of Twin Lakes Condo Phase 17 as recorded in Plat Book 223, page 22;

thence along the north line of said Twin Lakes Condo Phase 17 South ninety degrees zero minutes zero seconds West (S90°00'00"W) for a distance of two hundred eighty-six and 92/100 feet (286.92') to the northwest corner thereof, said point also being on the easterly right of way line of said Washington Church Road;

thence along said right of way line of Washington Church Road North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for a distance of one hundred fifty-one and 74/100 feet (151.74') to the POINT OF BEGINNING, containing one and 24/1000 (1.024) acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

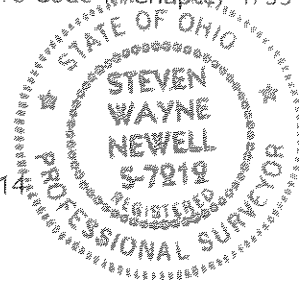
This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.


03/28/14

Steven W. Newell
Ohio Professional Surveyor #7212



Date: 4/2/2014

State of Ohio, Charles H. Simms, President, being duly sworn says that all parties, to the best of his knowledge, interested in that land either as owners or tenants, have united in its execution

SIMMS TWIN LAKES WEST, LTD
"OWNER"
Chen Binbin
Charles H. Simms, President

I, Sharon M. Bitt, Notary Public in and for the State of Ohio, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records. My Commission expires: March 31, 2019



State of Ohio, Be it remembered that on this 2nd day of April, 2014, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Charles H. Simms, President of Charles V. Simms Development Corp., its sole member, who acknowledged that he did sign this Condominium Plan and that the same is his free and voluntary act of him personally and as such officer. In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Sharon M. Bitt
Notary Public in and for the State of Ohio
My Commission expires: March 31, 2019

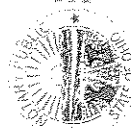


Signed on the date set forth in acknowledgment:

Montique First Financial Bank NA
By: Paul Young, N.P.

State of Ohio, Be it remembered that on this 1st day of April, 2014, before me, the undersigned, a Notary Public in and for the State of Ohio, personally came First Financial Bank NA, By: Paul Young, N.P., who acknowledged that he did sign this Condominium Plan and that the same is his free and voluntary act of him personally and as such officer. In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Sharon M. Bitt
Notary Public in and for the State of Ohio
My Commission expires: March 31, 2019

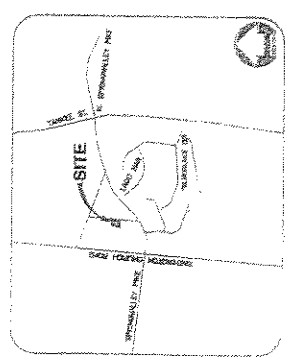


CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 1B

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.024 ACRES
MARCH 2014

PREPARED BY:
WOOLPERT
ISSUE (LOCAL) INSTRUCTIONS
4454 166a Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.481.0743



VICINITY MAP

DESCRIPTION
The within Condominium Plan is Part of lot 2 as recorded in Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 1.024 acres as conveyed to Simms Twin Lakes West, Ltd., as recorded in Instrument Record Deed Number 05-116746 in the Deed Records of Montgomery County, Ohio.

SURVEYOR'S CERTIFICATION

These drawings show topography, in so far as possible, all of the particulars of the real property, buildings, and improvements included in this condominium, and accurately show the location of the improvements and recorded easements on the real property.

By: [Signature]
Steven W. Newell
Ohio Professional Surveyor #7217



ENGINEER'S CERTIFICATION

These drawings accurately show graphically, in so far as possible, improvements and buildings

By: [Signature]
John A. Peterson
Ohio Professional Engineer # 63137

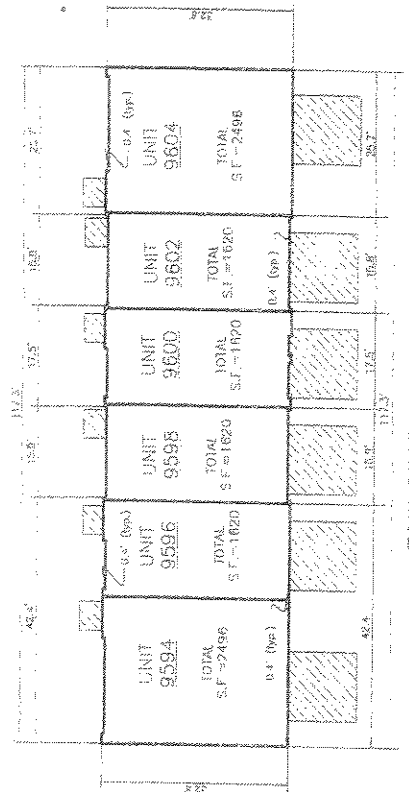
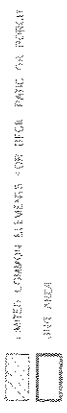


APPROVED DESCRIPTION ONLY

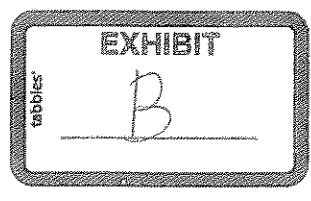
MONTGOMERY COUNTY ENGINEER

CHECKED BY: [Signature]
800

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS.



BUILDING NO. 26



**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 18**

BEING PART OF LOT 7 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 54
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

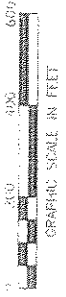
LOCATED IN
SECTION 5, TOWN 7, RANGE 4, M 19 S
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 1.024 ACRES
MARCH 2014

PREPARED BY

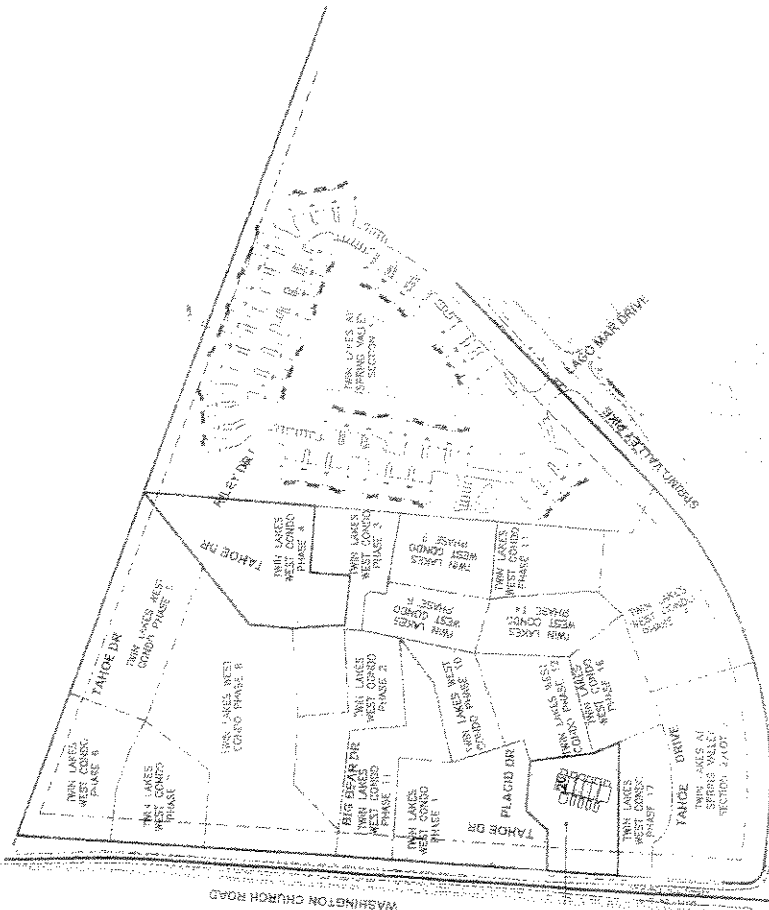
4454 Idea Center Blvd
Dayton, OH
45420-1500
937.461.5660
FAX: 937.461.0743



REARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE
IN 45° 43' 00" AS SHOWN ON THE AS
RECORDED OF SILVERBROOK
RECORDED IN PLAT BOOK 188
ESTATES OF SECTION 18 AND THE
RECORDED IN PLAT BOOK 206, PAGE 54



SUPERIMPOSED AREA MAP



BEYONDBANK
FIRE HYDRANT APPROXIMATELY FIVE HUNDRED
SEVENTY-ONE FEET (571') NORTH OF WASHINGTON
CHURCH ROAD/SPRING VALLEY PIKE INTERSECTION
ON WEST SIDE OF WASHINGTON CHURCH ROAD
ELEVATION = 339.76

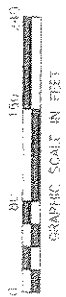
**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 18**

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
SECTION 2, TOWN 2, RANGE 5, MER
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.024 ACRES
MAP NO. 2614

WOOLPERT
PLANNING ARCHITECTURE INTERIOR DESIGN
4454 Idea Center Blvd
Dayton, OH
45438-1500
937.461.5660
FAX: 937.461.0743

RECORDS OF THE PUBLIC RECORDS OFFICE OF MONTGOMERY COUNTY, OHIO
PLAT BOOK 206, PAGE 34
SECTION 2, TOWN 2, RANGE 5, MER
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.024 ACRES
MAP NO. 2614



CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 1B

BEING PART OF LOT 7 OF TWIN LAKES AT
SPRING VALLEY SECTION 7 AS RECORDED
IN PLAT BOOK 200, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
SECTION 5, TOWN 2, RANGE 5 N R 8
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 1.024 ACRES
MARCH 2014

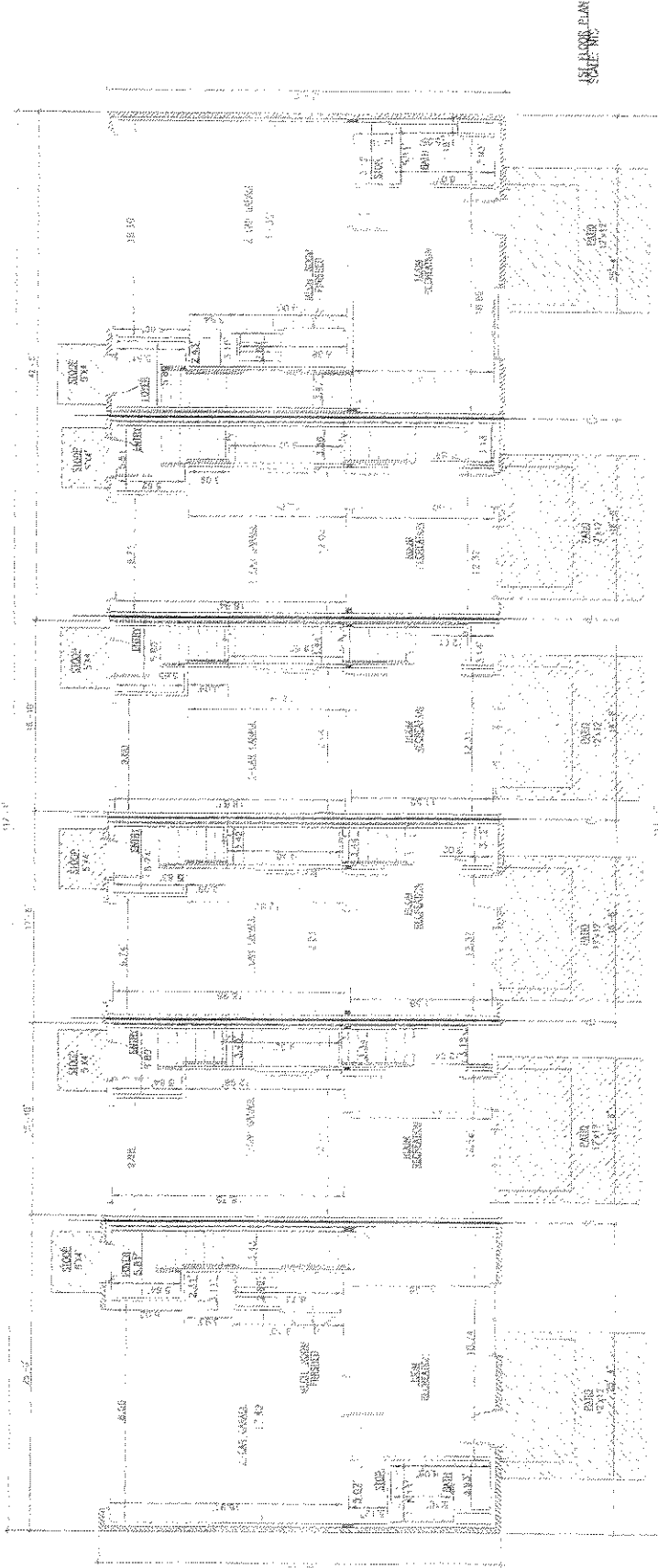
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743



INDICATE FINISH CORNERS, ELEVATIONS
FOR PORCH DECK AND PATIO

NOTES

- ALL BUILDINGS IN THIS PHASE WERE
BUILT PER PLAN AND FIELD MEASURED



UNIT 9504	UNIT 9506	UNIT 9508	UNIT 9510	UNIT 9512	UNIT 9504
128 SQ. FT. LIVING	117 SQ. FT. LIVING	117 SQ. FT. LIVING	117 SQ. FT. LIVING	117 SQ. FT. LIVING	128 SQ. FT. LIVING
404 SQ. FT. GARAGE	404 SQ. FT. GARAGE	404 SQ. FT. GARAGE	404 SQ. FT. GARAGE	404 SQ. FT. GARAGE	404 SQ. FT. GARAGE
FT. 949.81	FT. 947.95	FT. 949.81	FT. 949.81	FT. 949.81	FT. 949.81
FC 947.95	FC 947.95	FC 947.95	FC 947.95	FC 947.95	FC 947.95

BUILDING 26

INDICATED COMMON ELEMENTS
FOR PARKING, DECK, AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE
SIZED PER PLAN AND FIELD MEASURED.



PREPARED BY:

4454 Idea Center Blvd
Dayton, OH
45430-4500
937.461.5669
FAX: 937.461.0743

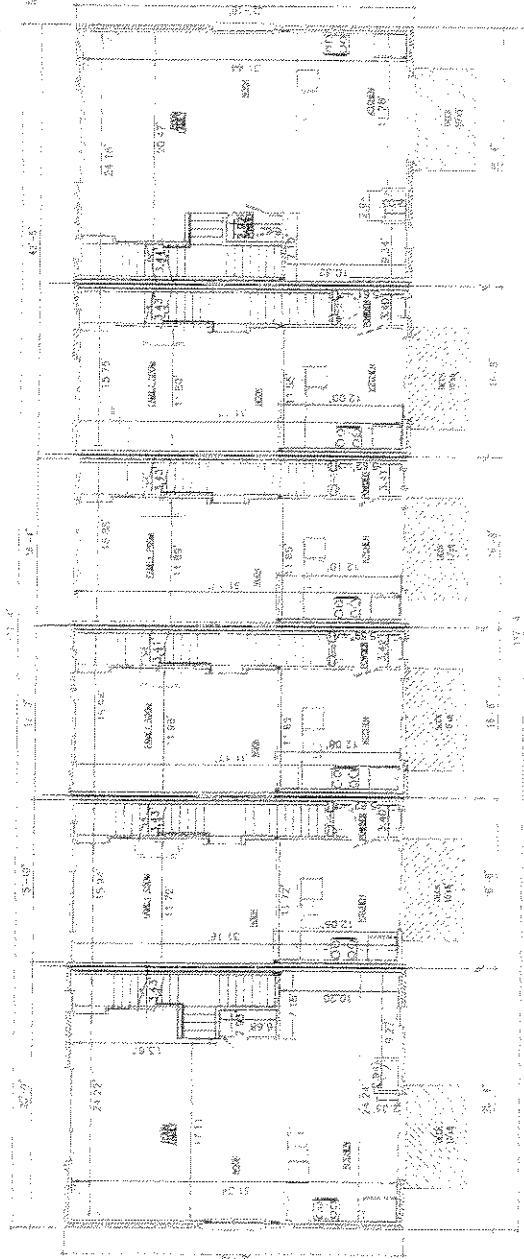
WOOLPERT
RESIDENTIAL ARCHITECTURE

BUILDING 26

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 18**

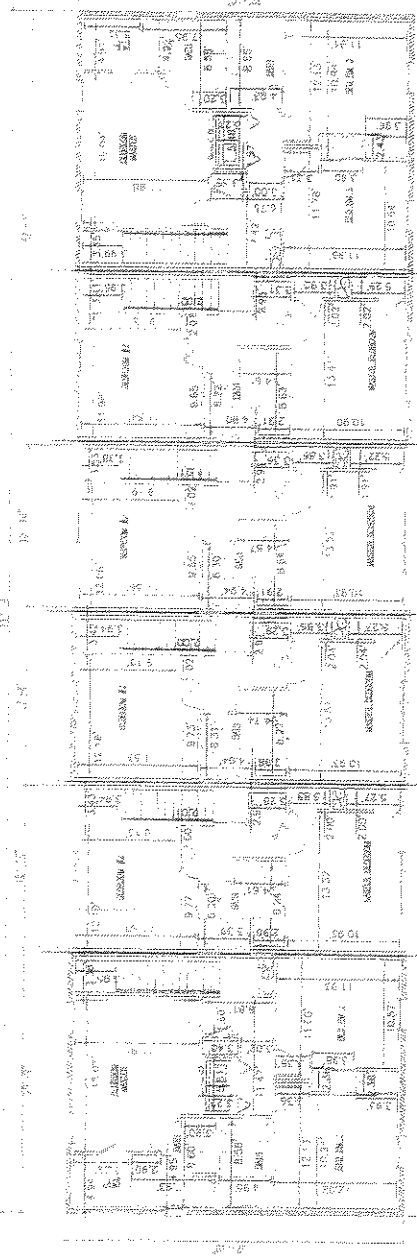
BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 1 AS RECORDED
IN PLAT BOOK 289, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

RECORDED IN
VOLUME 2, PAGE 2, PARCEL 3 MAP
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONVEYING 628 ACRES
MARCH 29, 1974



UNIT NUMBER	SQ. FT.	NET AREA	GROSS AREA
UNIT 1	1,171	1,171	1,171
UNIT 2	1,171	1,171	1,171
UNIT 3	1,171	1,171	1,171
UNIT 4	1,171	1,171	1,171
UNIT 5	1,171	1,171	1,171
UNIT 6	1,171	1,171	1,171
UNIT 7	1,171	1,171	1,171
UNIT 8	1,171	1,171	1,171
UNIT 9	1,171	1,171	1,171
UNIT 10	1,171	1,171	1,171
UNIT 11	1,171	1,171	1,171
UNIT 12	1,171	1,171	1,171
UNIT 13	1,171	1,171	1,171
UNIT 14	1,171	1,171	1,171
UNIT 15	1,171	1,171	1,171
UNIT 16	1,171	1,171	1,171
UNIT 17	1,171	1,171	1,171
UNIT 18	1,171	1,171	1,171

206 LIVING PLAN
SCALE: NTS



UNIT NUMBER	SQ. FT.	NET AREA	GROSS AREA
UNIT 1	1,171	1,171	1,171
UNIT 2	1,171	1,171	1,171
UNIT 3	1,171	1,171	1,171
UNIT 4	1,171	1,171	1,171
UNIT 5	1,171	1,171	1,171
UNIT 6	1,171	1,171	1,171
UNIT 7	1,171	1,171	1,171
UNIT 8	1,171	1,171	1,171
UNIT 9	1,171	1,171	1,171
UNIT 10	1,171	1,171	1,171
UNIT 11	1,171	1,171	1,171
UNIT 12	1,171	1,171	1,171
UNIT 13	1,171	1,171	1,171
UNIT 14	1,171	1,171	1,171
UNIT 15	1,171	1,171	1,171
UNIT 16	1,171	1,171	1,171
UNIT 17	1,171	1,171	1,171
UNIT 18	1,171	1,171	1,171

CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 1B

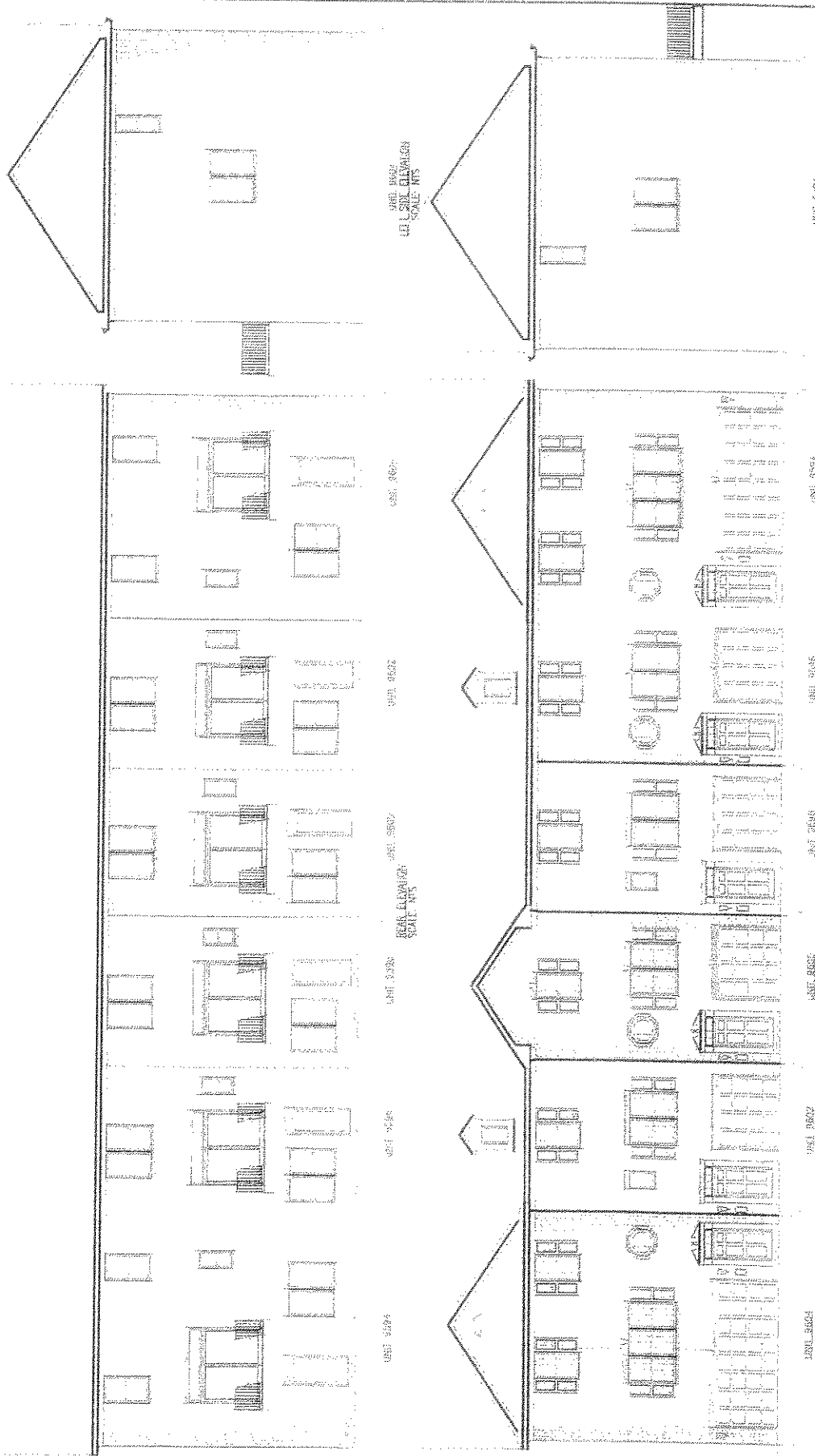
PREPARED BY
4454 Idea Center Blvd
Dayton, OH
45430-1600
937.461.5660
FAX: 937.461.0743



BEING PART OF LOT 7 OF TWP. LANES AT
SPRING VALLEY SECTION 7 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCALITY: OHIO
SECTION 5, TOWN 2, RANGE 2, MERIS
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.024 ACRES
MARCH 2014

BUILDING 26



UNIT 2504
WEST ELEVATION
SCALE: NTS

UNIT 2502
WEST ELEVATION
SCALE: NTS

UNIT 2500
WEST ELEVATION
SCALE: NTS

UNIT 2502
WEST ELEVATION
SCALE: NTS

UNIT 2502
WEST ELEVATION
SCALE: NTS

UNIT 2502
WEST ELEVATION
SCALE: NTS

UNIT 2504
FRONT ELEVATION
SCALE: NTS

UNIT 2502
FRONT ELEVATION
SCALE: NTS

UNIT 2500
FRONT ELEVATION
SCALE: NTS

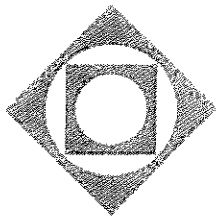
UNIT 2502
FRONT ELEVATION
SCALE: NTS

UNIT 2502
FRONT ELEVATION
SCALE: NTS

UNIT 2502
FRONT ELEVATION
SCALE: NTS

UNIT 2504
FRONT ELEVATION
SCALE: NTS

PICKREL, SCHAEFFER AND EBELING



A LEGAL PROFESSIONAL ASSOCIATION

2700 KETTERING TOWER

40ND0101 MAIN STREET

DAYTON, OHIO 45423-2700

937/223-1130

FACSIMILE 937/223-0339

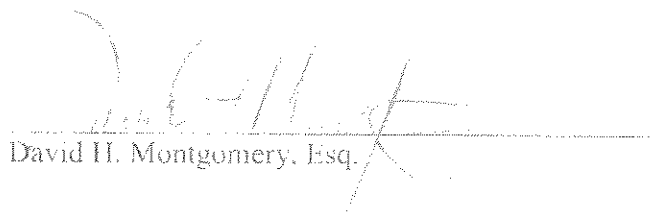
WWW.PS&E.COM

SUPPLEMENTAL LEGAL CERTIFICATION TWIN LAKES WEST CONDOMINIUM (PHASE 19)

In addition to the Condominium Instruments, as defined and referenced in the initial Certification of Twin Lakes West Condominium, hereinafter referred to as the "Condominium", the undersigned has examined the Twentieth Amendment to Declaration for Twin Lakes West Condominium, hereinafter referred to as the "Twentieth Amendment", which adds Additional Property to the Condominium consisting of ten (10) Residential Units. With the exception of adding Additional Property, the Twentieth Amendment does not affect the Condominium Instruments.

I hereby certify that the Condominium Instruments, as amended by the Twentieth Amendment, are in compliance with Ohio law, Local Law and the Appendix. Specifically with respect to the Appendix.

PICKREL, SCHAEFFER & EBELING CO., L.P.A.


David H. Montgomery, Esq.

Dated: August 15, 2014

Type DEE
Kind CONDOMINIUM
Recorded: 08/11/2014 03:34:57 PM
Fee Amt: \$508.00 Page 1 of 12
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2014-0064203E

Type DEE
Kind CONDOMINIUM
Recorded: 08/11/2014 03:35:07 PM
Fee Amt: \$508.00 Page 1 of 12
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2014-0064203E

NO TRANSFER NEEDED

14 AUG 11 PM 3:09

KARL L. KEITH
AUDITOR

TWENTIETH AMENDMENT TO DECLARATION
FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 19)

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

Montgomery County Auditor

By: Karl L. Keith

Dated: August 11, 2014

PLAT REFERENCE:

Book: 224, Page(s): 6-6-7

This amendment is being re-recorded to add page 4 to the Drawings (Exhibit B), which was inadvertently omitted at time of initial recording.

This instrument prepared by: ^{Box} David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423.

**TWENTIETH AMENDMENT TO DECLARATION FOR
TWIN LAKES WEST CONDOMINIUM
(PHASE 19)**

This Twentieth Amendment to Declaration, hereinafter referred to as the "Twentieth Amendment", made on the date hereinafter set forth by SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On the 18th day of November 2005, certain premises hereinafter referred to as "Parcel A", located in Washington Township, Montgomery County, Ohio were submitted to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership by filing with the Montgomery County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Condominium Property for Twin Lakes West Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration and subsequent amendments thereto were recorded in the Official Records and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>INSTRUMENT NUMBER</u>	<u>PLAT CABINET</u>
Declaration	05-118315	Book 201, Pages 36A---36E
First Amendment	06-007805	Book 202, Pages 17A---17G
Second Amendment	06-042907	Book 203, Pages 23A---23G
Third Amendment	06-082974	Book 204, Pages 26---26G
Fourth Amendment	07-062527	Book 207, Pages 29---29G
Fifth Amendment	08-067008	Book 211, Pages 11---11H
Sixth Amendment	09-069760	Book 213, Pages 28---28E
Seventh Amendment	10-003863	Book 214, Pages 1---1E
Eighth Amendment	10-037336	Book 214, Pages 27---27E
Ninth Amendment	10-040293	Book 217, Pages 5A---5E
Tenth Amendment	11-058302	Book 217, Page 31---31E
Eleventh Amendment	12-022047	Book 219, Page 9---9E
Twelfth Amendment	12-053107	Book 219, Page 41---41E
Thirteenth Amendment	12-070309	Book 220, Page 18---18E
Fourteenth Amendment	12-075508	Text Amendment only
Fifteenth Amendment	13-017239	Book 221, Page 17-17H
Sixteenth Amendment	13-076871	Book 223, Page 2---2E
Seventeenth Amendment	13-078561	Text Amendment only
Eighteenth Amendment	14-003499	Book 223, Page 22---22E
Nineteenth Amendment	14-018121	Book 223, Page 43---43E

C. The Declarant is the owner of certain real property described in Exhibit "D" of the Declaration, hereinafter referred to as "Parcel B", and has determined to submit such real property and the improvements thereon to the provisions of the Declaration and to the provisions of Chapter 5311 of the *Ohio Revised Code* for condominium ownership.

NOW, THEREFORE, pursuant to Section 17.05 of the Declaration, Declarant herein amends the Declaration as follows:

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

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

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

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

B. Section 4.01 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

"(s) Building 23 is three (3) stories in height, containing a total of five (5) Units.

(t) Building 24 is three (3) stories in height, containing a total of five (5) Units."

C. Section 5.03 of the Declaration is hereby amended by adding the following text, in its entirety, to said Section:

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>	<u>UNIT NO.</u>	<u>BUILDING</u>	<u>TYPE</u>
9575	23	Superior	9589	24	Superior
9577	23	Superior	9591	24	Superior
9579	23	Superior	9593	24	Superior
9581	23	Superior	9595	24	Superior
9583	23	Superior	9597	24	Superior

D. Section 11.01 of the Declaration, titled "Percentage of Ownership" is hereby amended by deleting the existing Unit designations and their respective percentages in their entirety and inserting Schedule 11.01, attached hereto and incorporated herein, to replace the aforementioned deleted text.

E. The Drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this Twentieth Amendment, as Exhibit "B" and incorporated herein, relating to Parcel B, the Parcel B buildings and all other improvements thereon.

4. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Drawings shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 7 day of August, 2014, as evidenced by the below signature and acknowledgment.

DECLARANT

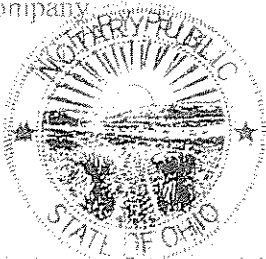
SIMMS TWIN LAKES WEST, LTD.

BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION, ITS SOLE MEMBER

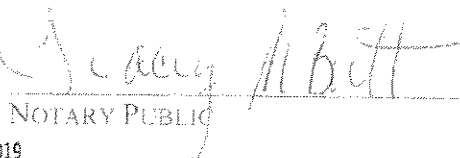
BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 7 day of August, 2014, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member of SIMMS TWIN LAKES WEST, LTD., an Ohio limited liability company, on behalf of such company.



TRACEY M. BUTT, Notary Public
In and for the State of Ohio
My Commission Expires March 5, 2019


NOTARY PUBLIC

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423. PL1DZ1734

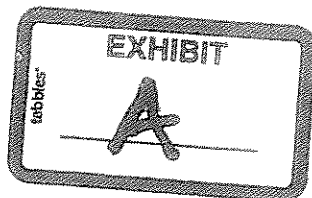
SCHEDULE 11.01

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1667	0.7552%	9440	0.6176%	9531	0.4255%
1668	0.7944%	9442	0.7944%	9532	0.4255%
1669	0.7944%	9444	0.7550%	9533	0.4255%
1670	0.7552%	9446	0.7944%	9534	0.4255%
1671	0.7552%	9448	0.7550%	9535	0.4255%
1672	0.7944%	9450	0.7944%	9536	0.4255%
1673	0.7944%	9452	0.7550%	9537	0.4255%
1674	0.7552%	9454	0.7944%	9538	0.4255%
1675	0.7552%	9456	0.7944%	9539	0.6556%
1676	0.7944%	9458	0.7550%	9540	0.6556%
1677	0.7944%	9460	0.7944%	9541	0.6556%
1678	0.7552%	9462	0.7550%	9543	0.4255%
1687	0.7552%	9464	0.7944%	9545	0.4255%
1688	0.6556%	9466	0.7550%	9547	0.4255%
1689	0.7944%	9468	0.7552%	9549	0.4255%
1690	0.4255%	9470	0.7944%	9551	0.6556%
1691	0.7552%	9472	0.7552%	9553	0.6556%
1692	0.4255%	9474	0.7944%	9555	0.4255%
1693	0.7944%	9476	0.7552%	9557	0.4255%
1694	0.4255%	9478	0.7944%	9559	0.4255%
1695	0.7552%	9481	0.7944%	9561	0.4255%
1696	0.4255%	9483	0.7552%	9563	0.6556%
1697	0.7944%	9485	0.7944%	9564	0.6556%
1698	0.6556%	9486	0.7552%	9566	0.4255%
1787	0.6556%	9487	0.7552%	9568	0.4255%
1788	0.6556%	9488	0.7944%	9570	0.4255%
1789	0.4255%	9489	0.7944%	9572	0.4255%
1790	0.4255%	9490	0.7552%	9574	0.6556%
1791	0.4255%	9491	0.7552%	9575	0.6556%
1792	0.4255%	9492	0.7944%	9577	0.6556%

SCHEDULE 11.01 CONT'D.

<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>UNIT No.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1793	0.4255%	9496	0.7552%	9579	0.6556%
1794	0.4255%	9497	0.7944%	9581	0.6556%
1795	0.4255%	9498	0.7944%	9582	0.6556%
1796	0.4255%	9499	0.7552%	9583	0.6556%
1797	0.6556%	9501	0.7944%	9584	0.4255%
1798	0.6556%	9503	0.7552%	9586	0.4255%
9400	0.7944%	9505	0.7944%	9588	0.4255%
9402	0.7552%	9507	0.7552%	9589	0.6556%
9404	0.7944%	9508	0.7944%	9590	0.4255%
9406	0.7552%	9510	0.6176%	9591	0.6556%
9408	0.7944%	9512	0.6176%	9592	0.6556%
9410	0.7552%	9513	0.7944%	9593	0.6556%
9420	0.7944%	9514	0.6176%	9594	0.4255%
9422	0.6176%	9516	0.7550%	9595	0.6556%
9424	0.6176%	9516	0.6176%	9596	0.6556%
9426	0.6176%	9517	0.7944%	9597	0.6556%
9428	0.6176%	9518	0.7944%	9598	0.6556%
9430	0.7944%	9519	0.7550%	9600	0.6556%
9432	0.7944%	9521	0.7944%	9602	0.6556%
9434	0.6176%	9523	0.7550%	9604	0.4255%
9736	0.6176%	9529	0.6556%		
9438	0.6176%	9530	0.6556%		

Aggregate Total = 100%



WOOLPERT
DESIGN GEOSPATIAL INFRASTRUCTURE

**DESCRIPTION OF
TWIN LAKES WEST CONDOMINIUM
PHASE 19
MONTGOMERY COUNTY, OHIO
CONTAINING 2.295 ACRES
July 7, 2014**

Situate in Section 5, Township 2, Range 5, M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of Lot 2 of Twin Lakes at Spring Valley Section 2 as recorded in Plat Book 206, page 34 and conveyed to Simms Twin Lakes West, Ltd. by deed recorded in I.R. 05-116786 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Twin Lakes West Condominium Phase 15 as recorded in Plat Book 221, page 17. Said point also being on the right-of-way line of Spring Valley Pike;

thence along the right-of-way of said Spring Valley Pike for the following three (3) courses:

1. along a curve to the right with a radius of nine hundred ten and 00/100 feet (910.00') for an arc distance of three hundred fifty-two and 49/100 feet (352.49') {chord bearing South eighty-four degrees thirty-one minutes thirty-three second West ($584^{\circ}31'33''W$) for three hundred fifty and 29/100 feet (350.29'), delta angle of said curve being twenty-two degrees eleven minutes thirty-eight seconds ($22^{\circ}11'38''$)} to a point;
2. thence North eighty-four degrees twenty-two minutes thirty-eight seconds West ($N84^{\circ}22'38''W$) for a distance of ninety-four and 74/100 feet (94.74') to a point;
3. thence along a curve to the right with a radius of forty and 00/100 feet (40.00') for an arc distance of sixty-one and 20/100 feet (61.20') {chord bearing North forty degrees thirty-two minutes thirty-five seconds West

Page 2

(N40°32'35"W) for fifty-five and 41/100 feet (55.41'), delta angle of said curve being eighty-seven degrees forty minutes seven seconds (87°40'07") to a point on the easterly right-of-way line of Washington Church Road;

thence along said westerly right-of-way line of Washington Church Road North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"W) for a distance of one hundred ninety-nine and 94/100 feet (199.94') to a point being the southwest corner of Twin Lakes West Condo Phase 17;

thence North ninety degrees zero minutes zero seconds West (N90°00'00"E) for a distance of seventy-two and 93/100 feet (72.93') to a point on the centerline of Tahoe Drive, a private street;

thence along the centerline of said Tahoe Drive for the following four (4) courses:

1. along a curve to the left with a radius of seventy-five and 00/100 feet (75.00') for an arc distance of seventy-two and 71/100 feet (72.71') {chord bearing South fifty-six degrees sixteen minutes twenty-one seconds East (S56°16'21"E) for sixty-nine and 90/100 feet (69.90'), delta angle of said curve being fifty-five degrees thirty-two minutes forty-nine seconds (55°32'49")} to a point;
2. along a curve to the left with a radius of five hundred and 26/100 feet (500.26') for an arc distance of two hundred two and 92/100 feet (202.92') {chord bearing North eighty-four degrees twenty minutes one second East (N84°20'01"E) for two hundred one and 53/100 feet (201.53'), delta angle of said curve being twenty-three degrees fourteen minutes twenty-eight seconds (23°14'28")} to a point being the southwest corner of Twin Lakes West Condo Phase 16;
3. along a curve to the left with a radius of five hundred and 26/100 feet (500.26') for an arc distance of twelve and 35/100 feet (12.35') {chord bearing North seventy-two degrees zero minutes twenty-one seconds East (N72°00'21"E) for twelve and 35/100 feet (12.35'), delta angle of said curve being one degree twenty-four minutes fifty-two seconds (01°24'52")} to a point;
4. North sixty-nine degrees twenty-seven minutes one second East (N69°27'01"E) for a distance of sixty-one and 40/100 feet (61.40') to a point being the northwest corner of Twin Lakes West Condo Phase 15;

thence South sixteen degrees thirty-four minutes sixteen seconds East (S16°34'16"E) for a distance of seventy-four and 75/100 feet (73.75') to a point on the northerly right-of-way of Spring Valley Pike and the **POINT OF BEGINNING**, containing two and 295/1000 (2.295) acres, more or less, subject however to all covenants, conditions,

Page 3

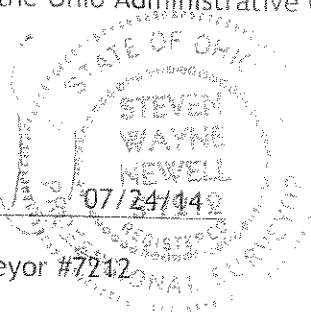
restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert, under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15 and The Estates of Silvercreek Section Two as recorded in Plat Book 168, page 33A.

The above description does not meet the standards for Boundary Surveys for the State of Ohio as defined by the Ohio Administrative Code in Chapter 4733-37.

Woolpert, Inc.


Steven W. Newell
Ohio Professional Surveyor #7212



Date: July 28, 2014

State of Ohio, Charles H. Simms, President, being duly sworn, says that all parties, to the best of his knowledge, interested in this land either as owner or as beneficiaries have united in its execution.

SIMMS TWIN LAKES WEST LTD OWNER Charles H. Simms, President

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written. Nancy M. Butt, Notary Public in and for the State of Ohio, My Commission expires: March 5, 2019



Be it remembered that on this 28th day of July, 2014 before me, the undersigned, a Notary Public in and for the State, personally came Charles H. Simms, President of Charles H. Simms, President, Development Corp, its sole member, who acknowledged that he did sign this Condominium Plan and that the same is the free and voluntary act of him personally and as such officer in testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Nancy M. Butt, Notary Public in and for the State of Ohio, My Commission expires: March 5, 2019



Signed on the date set forth in acknowledgment:

"Mortgagee" First Financial Bank, NA By: Rod Loring, JR.

State of Ohio, Be it remembered that on this 28th day of July, 2014 before me, the undersigned, a Notary Public in and for the State of Ohio, personally came First Financial Bank NA, by Rod Loring, JR. to me known, and acknowledged the signing and execution of the within set to be his voluntary act and deed on behalf of the association. In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

Nancy M. Butt, Notary Public in and for the State of Ohio, My Commission expires: March 5, 2019



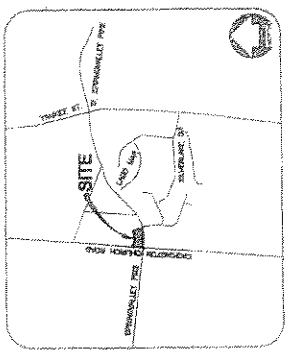
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 19

BEING PART OF LOT 2 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN SECTION 5, TOWN 2, RANGE 5, M.D.S. WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 2.295 ACRES JULY 2014

PREPARED BY:

WOOLPERT Subcontracted Measurements 4544 Idea Center Blvd Dayton, OH 45430-1500 937.461.5660 FAX: 937.461.0743



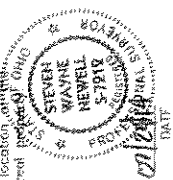
VICINITY MAP

DESCRIPTION The within Condominium Plan is Part of Lot 2 of Plat Book 206, Page 34 in the Plat Records of Montgomery County, Ohio, containing 2.295 acres as conveyed to Simms Twin Lakes West, LTD, as recorded in Instrument Record Filed Number 05-116788 in the Deed Records of Montgomery County, Ohio

SURVEYOR'S CERTIFICATION

These drawings show graphically, in so far as possible, all of the particulars of the real property, buildings, and other improvements included in this condominium, and accurately shows the location, dimensions, improvements and restricted easements on the real property of Ohio

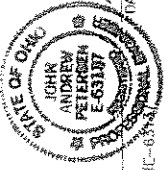
By: Steven W. Hewitt Ohio Professional Surveyor #7212



ENGINEER'S CERTIFICATION

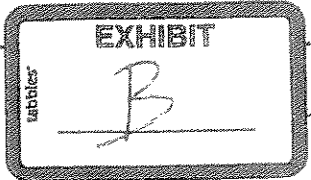
These drawings accurately show graphically, in so far as possible, improvements and buildings.

By: John A. Saterator Ohio Professional Engineer #E-63174

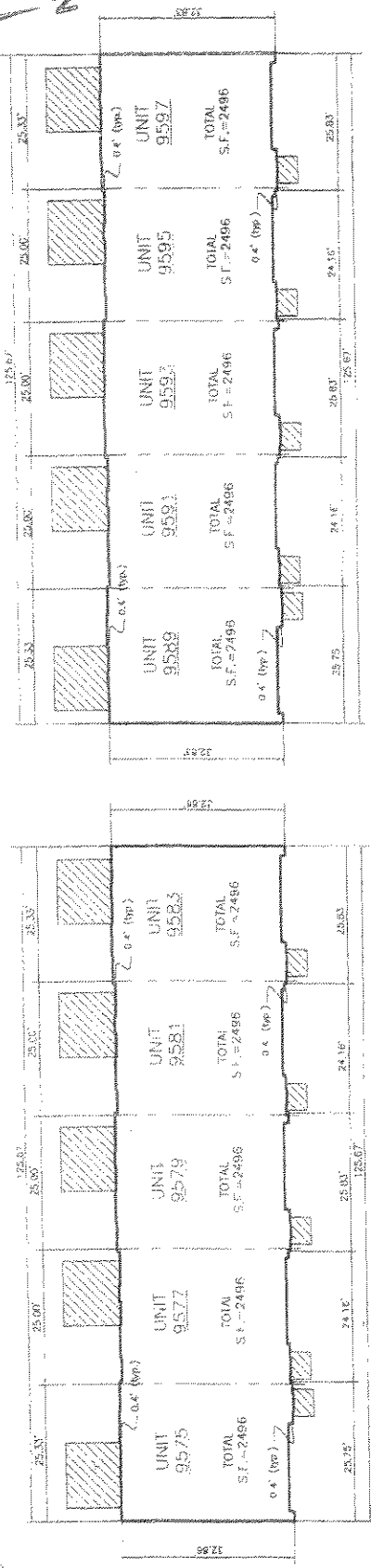


APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER CHECKED BY: NO DATE: FILE:



NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS LIMITED COMMON ELEMENTS FOR DECK PATIO GP PORCH



BUILDING NO. 23

BUILDING NO. 24

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 19

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M RS.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 2.295 ACRES
JULY 2014

PREPARED BY:

WOOLPERT
PLANNING PROFESSIONALS, INC. ARCHITECTS
4454 Itasca Center Blvd
Dayton, OH
45430-1600
937.461.5660
FAX: 937.461.0743

BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY PIKE
(IN 45° 45' 00" E) AS SHOWN ON THE
RECORDED OF SILVERCREAK SECTION ONE AS
RECORDED IN P.B. 169, P.G. 19 AND THE
ESTATES OF SILVERCREAK SECTION TWO AS
RECORDED IN P.B. 168, P.G. 33A



SUPERIMPOSED AREA MAP

BEING APPROXIMATELY FIVE-HUNDRED
SEVENTY-ONE FEET (571') NORTH OF WASHINGTON
CHURCH ROAD/SPRING VALLEY PIKE INTERSECTION
ON WEST SIDE OF WASHINGTON CHURCH ROAD
ELEVATION = 938.76

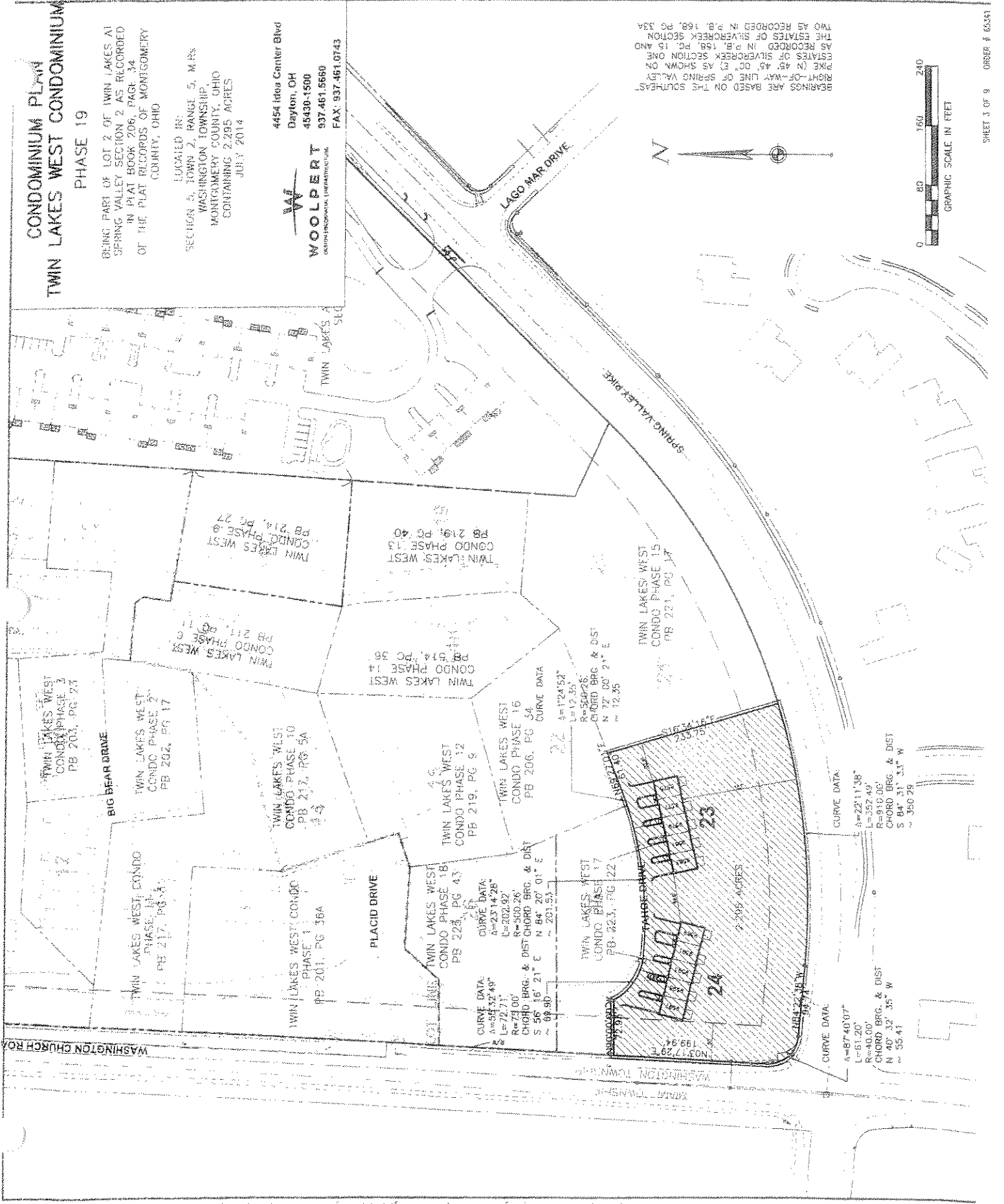
CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 19

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 2.295 ACRES
JULY 2014

WV
WOOLPERT
SURVEYING ENGINEERS (P.L.L.C.)
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
937.461.0743

BEARINGS ARE BASED ON THE SOUTHEAST
RIGHT-OF-WAY LINE OF SPRING VALLEY
LINE IN 45° 45' 00" E AS SHOWN ON
AS RECORDED IN P.B. 188, PG. 18 AND
THE ESTATES OF SILVERCREAK SECTION ONE
TWO AS RECORDED IN P.B. 169, PG. 33A



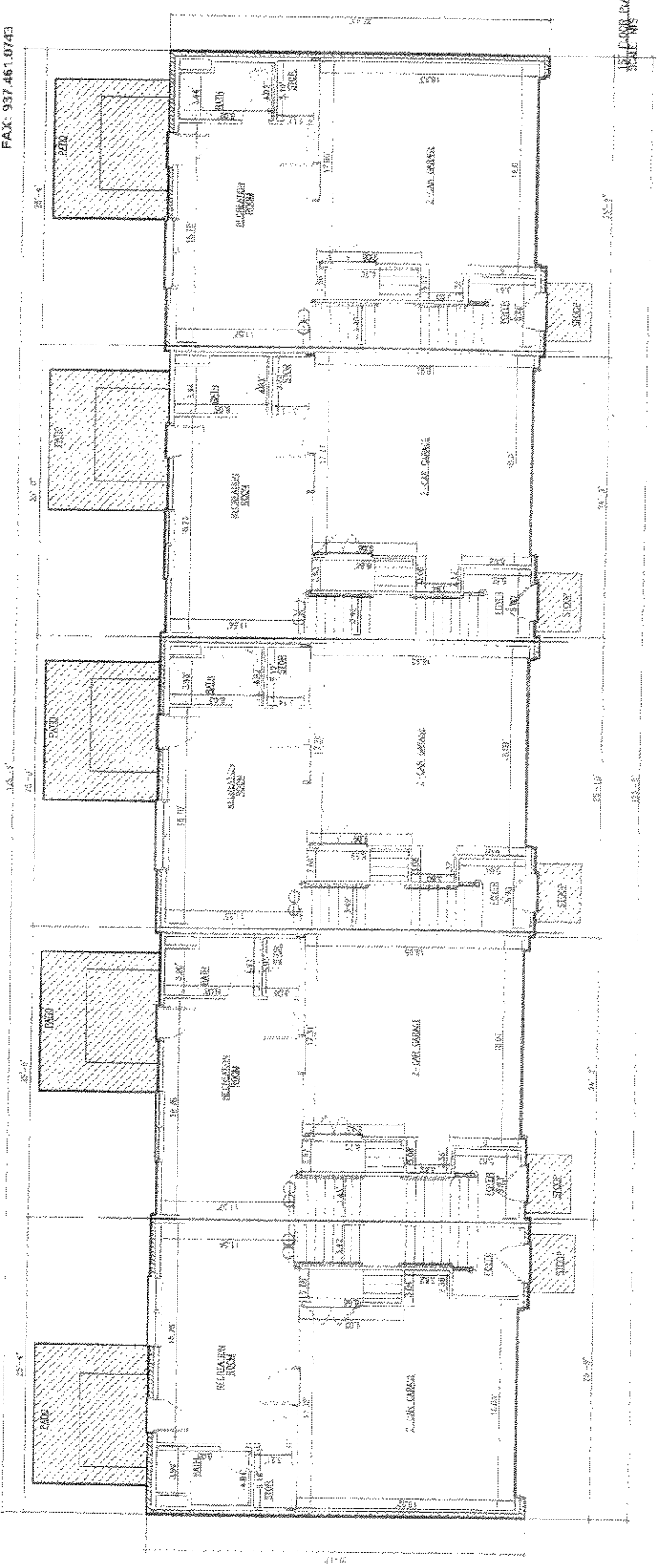
180\Project\SHIMS DEVELOPMENT CORPORATION\55341 - Twin Lakes West Condominium Phase 19\Drawings\19-001.dwg, Plotted By: nort, Plotted On: 07/23/2014 9:05am

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 19

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONROEVILLE,
COUNTY, OHIO.

LOCATED IN
SECTION 5, TOWN 2, RANGE 4, M.R.S.
WASHINGTON TOWNSHIP,
MONROEVILLE COUNTY, OHIO
CONTAINING 2.285 ACRES
NET 2014

4454 Ides Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743



UNIT 9583
428 SQ FT LIVING
404 SQ FT GARAGE
FF 938.00
FC 946.07

UNIT 9581
428 SQ FT LIVING
404 SQ FT GARAGE
FF 938.00
FC 946.07

UNIT 9579
428 SQ FT LIVING
404 SQ FT GARAGE
FF 938.00
FC 946.07

UNIT 9577
428 SQ FT LIVING
404 SQ FT GARAGE
FF 938.00
FC 946.07

UNIT 9575
428 SQ FT LIVING
404 SQ FT GARAGE
FF 938.00
FC 946.07

BUILDING 23

NOTES
INDICATES LIMITED COMMON ELEMENT
FOR PORCH, DECK AND PATIO
ALL DIMENSIONS IN THIS PLAN, WEST
SOUTH PER PLAN AND FIELD MEASURED



NOTES
 1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED

UNIT 9575
 832 SQ. FT.
 FF 947.53
 FC 956.63

UNIT 9577
 832 SQ. FT.
 FF 947.53
 FC 956.63

UNIT 9579
 832 SQ. FT.
 FF 947.53
 FC 956.63

UNIT 9581
 832 SQ. FT.
 FF 947.53
 FC 956.63

UNIT 9583
 832 SQ. FT.
 FF 947.53
 FC 956.63

CONDOMINIUM PLAN
 TWIN LAKES WEST CONDOMINIUM
 PHASE 19

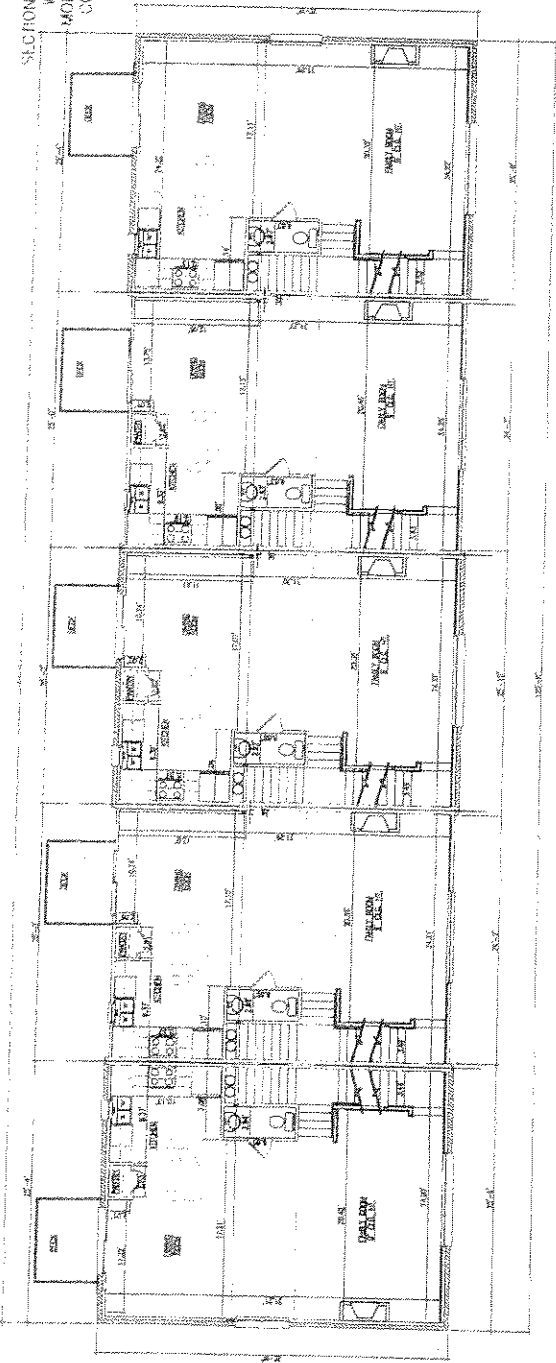
BEING PART OF LOT 7 OF TWIN LAKES AT SPRING VALLEY SECTION 2 AS RECORDED IN PLAT BOOK 206, PAGE 34 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5, M.R.S., WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO
 CONTAINING 2.285 ACRES
 JULY 2014

PREPARED BY:
 4454 Idea Center Blvd
 Dayton, OH
 45430-1500
 937-461-5660
 FAX: 937-461-0743



BUILDING 23



UNIT 9575
 832 SQ. FT.
 FF 947.53
 FC 956.63

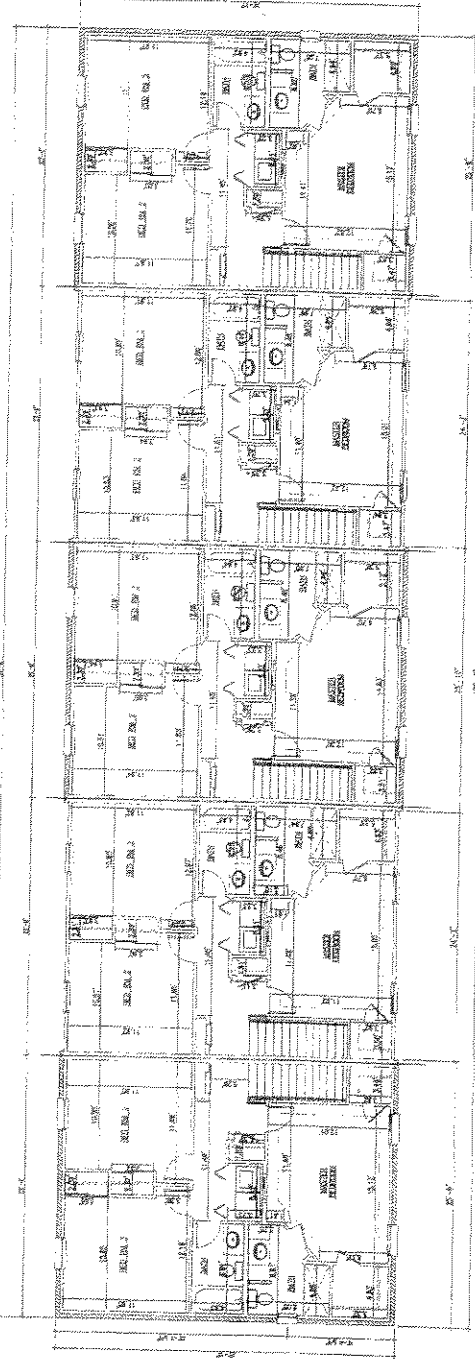
UNIT 9577
 832 SQ. FT.
 FF 947.53
 FC 956.63

UNIT 9579
 832 SQ. FT.
 FF 947.53
 FC 956.63

UNIT 9581
 832 SQ. FT.
 FF 947.53
 FC 956.63

UNIT 9583
 832 SQ. FT.
 FF 947.53
 FC 956.63

3RD FLOOR PLAN
 SCALE: N/A



UNIT 9575
 832 SQ. FT.
 FF 948.12
 FC 956.22

UNIT 9577
 832 SQ. FT.
 FF 948.12
 FC 956.22

UNIT 9579
 832 SQ. FT.
 FF 948.12
 FC 956.22

UNIT 9581
 832 SQ. FT.
 FF 948.12
 FC 956.22

UNIT 9583
 832 SQ. FT.
 FF 948.12
 FC 956.22

3RD FLOOR PLAN
 SCALE: N/A

**CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 19**

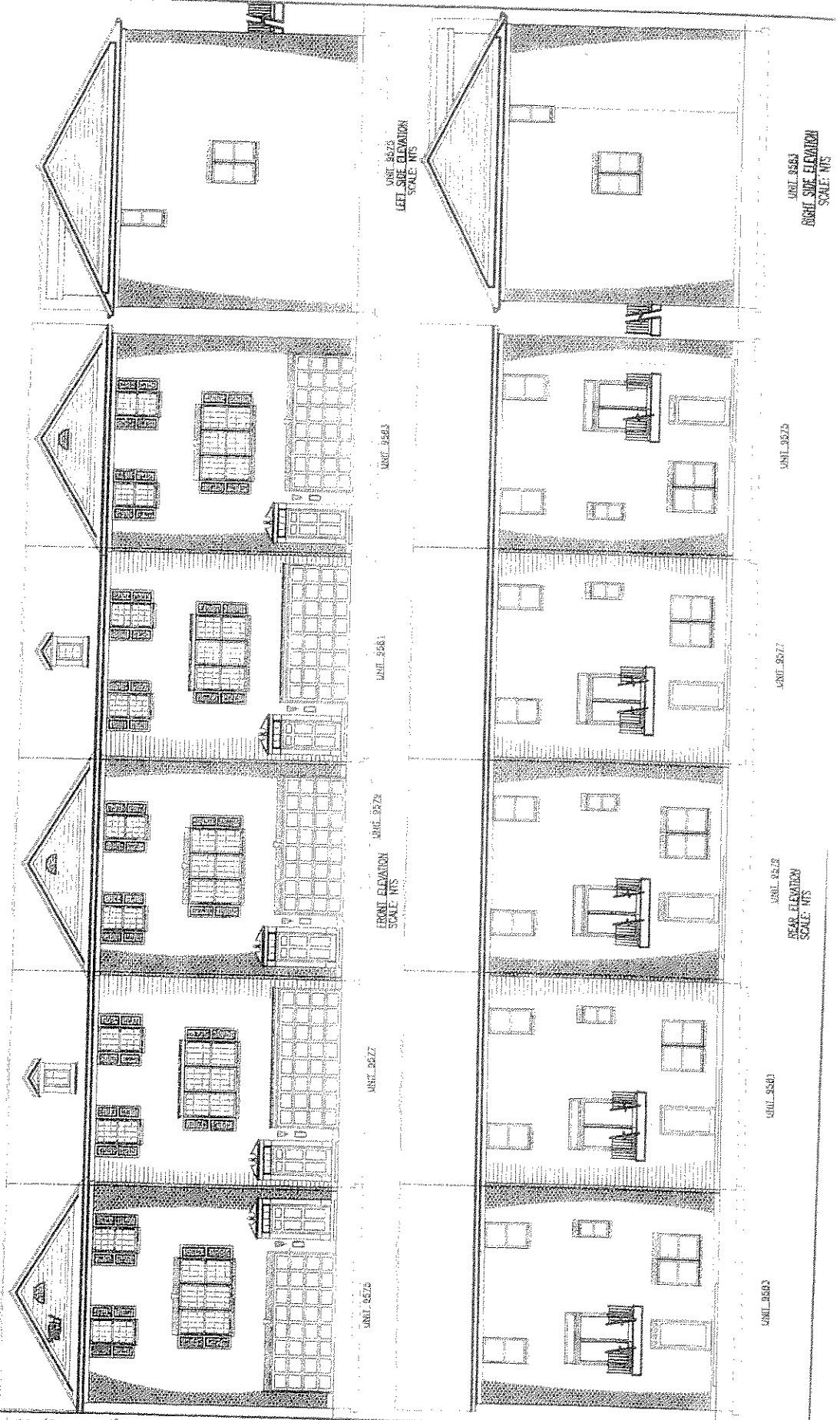
BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34,
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
SECTION 5, TOWN 2, RANGE 5, M.R.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 2.295 ACRES
JULY, 2014

PREPARED BY:
4454 Idea Center Blvd
Dayton, OH
45430-1500
337.461.5660
FAX: 937.461.0743



BUILDING 23



UNIT 3525
LEFT SIDE ELEVATION
SCALE: NTS

UNIT 3525

UNIT 3579

UNIT 3579
REAR ELEVATION
SCALE: NTS

UNIT 3581

UNIT 3525

ES UNITS, COMMON ELEMENTS
 PORCH, DECK AND PATIO

NOTES

1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASURED.



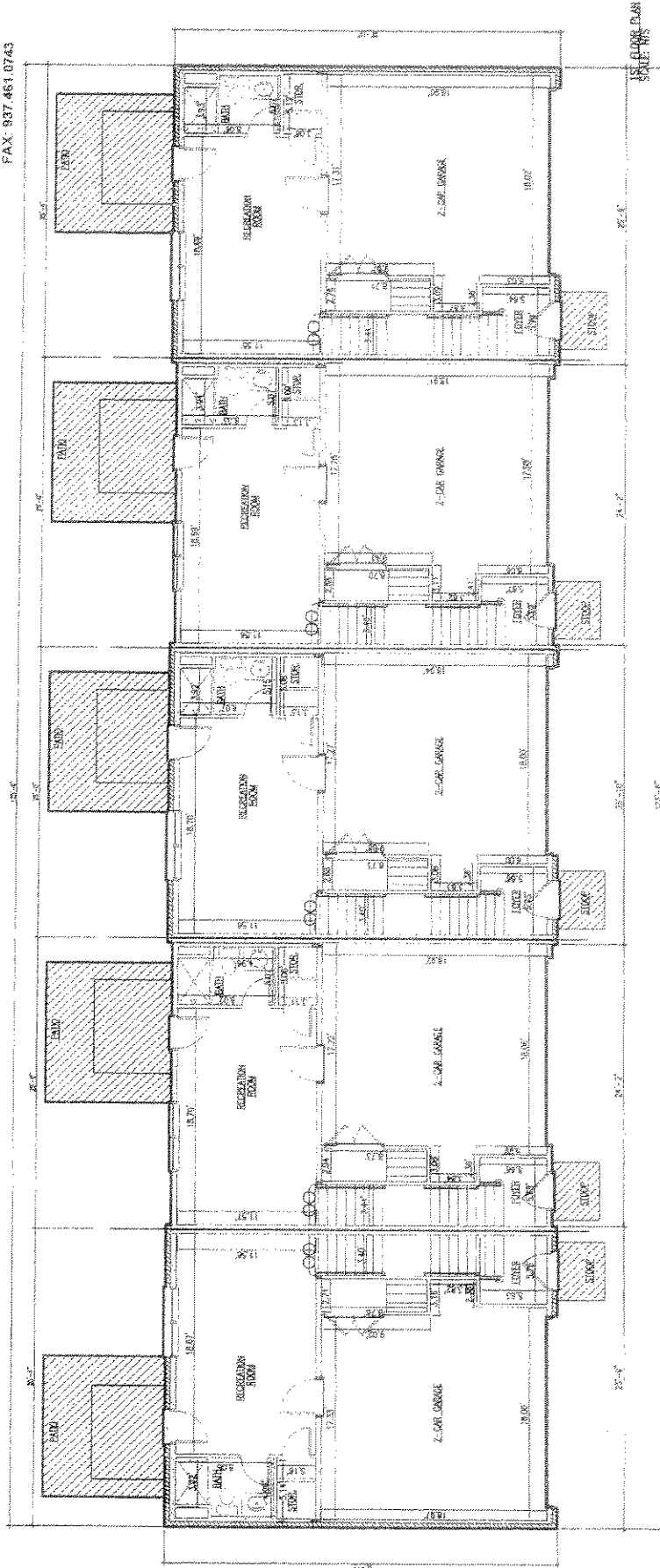
**CONDOMINIUM PLAN
 TWIN LAKES WEST CONDOMINIUM
 PHASE 19**

BEING PART OF LOT 2 OF TWIN LAKES AT
 SPRING VALLEY SECTION 2 AS RECORDED
 IN PLAT BOOK 206, PAGE 34
 OF THE PLAT RECORDS OF MONTGOMERY
 COUNTY, OHIO

LOCATED IN
 SECTION 3, TOWN 2, RANGE 5, M 18
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 2.295 ACRES
 JULY 2014

4454 Idea Center Blvd
 Dayton, OH
 45410-1500
WOOLPERT
 COMMERCIAL ENGINEERING

BUILDING 24



UNIT 9569
 428 SQ. FT. LIVING
 404 SQ. FT. GARAGE
 FF 940.00
 FC 948.07

UNIT 9591
 428 SQ. FT. LIVING
 404 SQ. FT. GARAGE
 FF 940.00
 FC 948.07

UNIT 9593
 428 SQ. FT. LIVING
 404 SQ. FT. GARAGE
 FF 940.00
 FC 948.07

UNIT 9595
 428 SQ. FT. LIVING
 404 SQ. FT. GARAGE
 FF 940.00
 FC 948.07

UNIT 9597
 428 SQ. FT. LIVING
 404 SQ. FT. GARAGE
 FF 940.00
 FC 948.07

UNITES LIMITED COMMON ELEMENTS
PORCH, DECK AND PATIO

NOTES
1. ALL BUILDINGS IN THIS PHASE WERE
BUILT PER PLAN AND FIELD MEASURED.



PREPARED BY:

4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5860
FAX: 937.461.0743

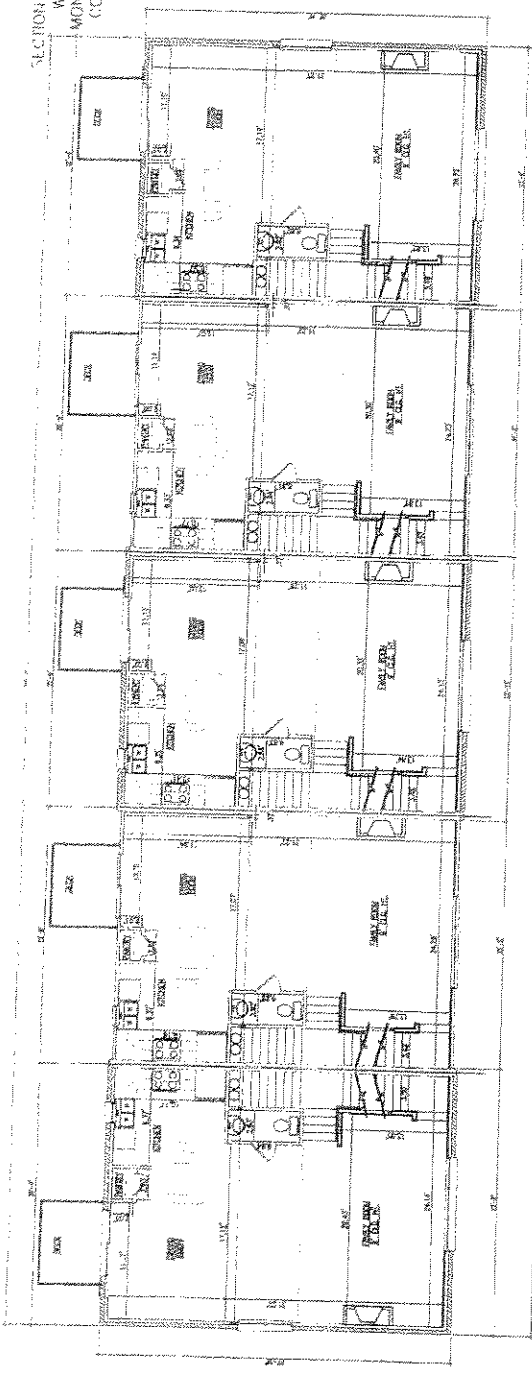


BUILDING 24

CONDOMINIUM PLAN TWIN LAKES WEST CONDOMINIUM PHASE 19

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 24
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
SECTION 5, TOWN 2, RANGE 3, M.P.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 2.295 ACRES
JULY 2014



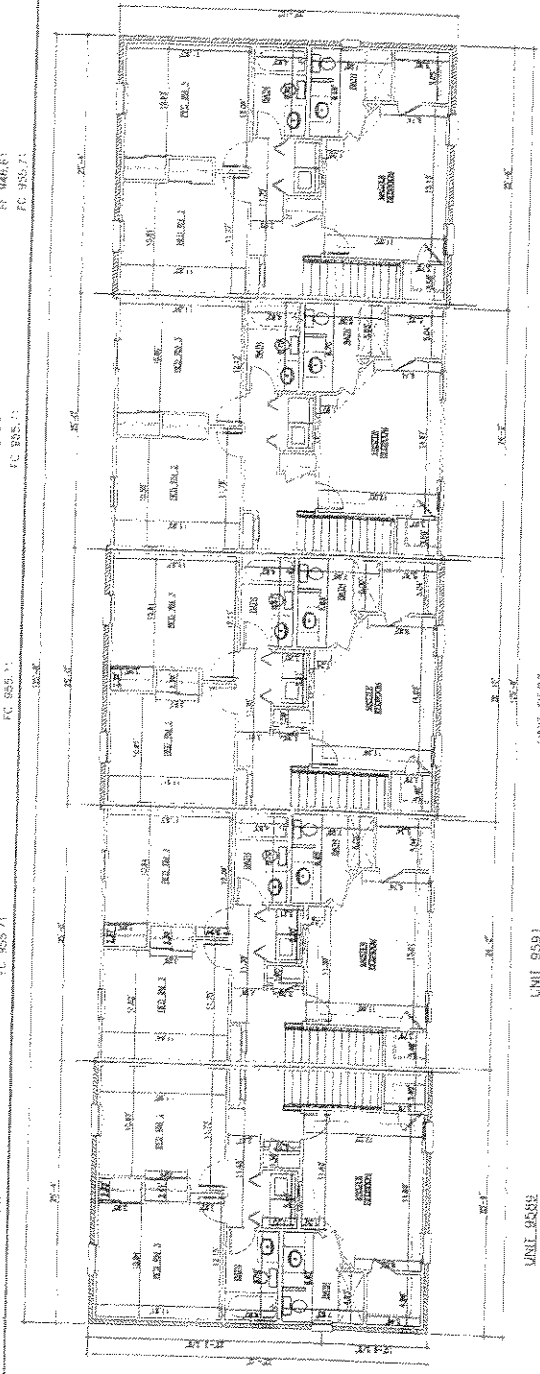
UNIT 9589
832 SQ FT
FF 946.61
FC 955.71

UNIT 9591
832 SQ FT
FF 946.61
FC 955.71

UNIT 9593
832 SQ FT
FF 946.61
FC 955.71

UNIT 9595
832 SQ FT
FF 946.61
FC 955.71

UNIT 9597
832 SQ FT
FF 946.61
FC 955.71



UNIT 9588
832 SQ FT
FF 957.20
FC 965.25

UNIT 9590
832 SQ FT
FF 957.20
FC 965.25

UNIT 9592
832 SQ FT
FF 957.20
FC 965.25

UNIT 9594
832 SQ FT
FF 957.20
FC 965.25

UNIT 9596
832 SQ FT
FF 957.20
FC 965.25

3RD FLOOR PLAN
SCALE: 1/8"

3RD FLOOR PLAN
SCALE: 1/8"

CONDOMINIUM PLAN
TWIN LAKES WEST CONDOMINIUM
PHASE 19

BEING PART OF LOT 2 OF TWIN LAKES AT
SPRING VALLEY SECTION 2 AS RECORDED
IN PLAT BOOK 206, PAGE 34
OF THE PLAT RECORDS OF MONTGOMERY
COUNTY, OHIO

LOCATED IN
SECTION 5, TOWN 7, RANGE 5, M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 2.295 ACRES
JULY 2014

PREPARED BY
4454 Idea Center Blvd
Dayton, OH
45438-1500
937.467.5660
FAX: 937.461.0743



BUILDING 24



UNIT 9508

UNIT 9509

UNIT 9510

UNIT 9511

UNIT 9512

UNIT 9505
LEFT SIDE ELEVATION
SCALE: NTS

UNIT 9507

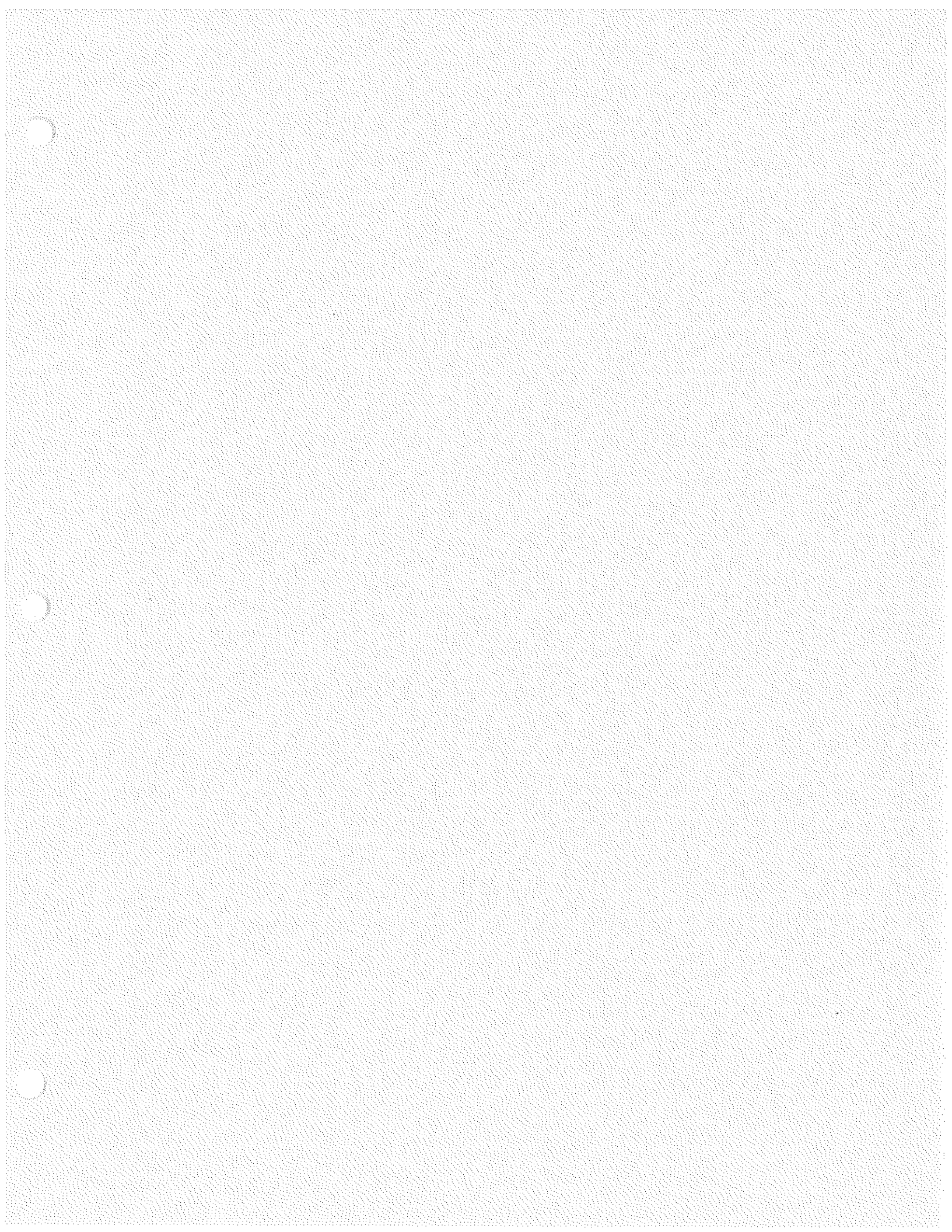
UNIT 9508

UNIT 9509

UNIT 9510

UNIT 9511

UNIT 9512
RIGHT SIDE ELEVATION
SCALE: NTS



LEGAL CERTIFICATION FOR
TWIN LAKES WEST CONDOMINIUM

I am an attorney-at-law licensed to practice law in the State of Ohio. I am familiar with the provisions of Chapter 5311 of the Ohio Revised Code which is the Ohio statute permitting the creation of a condominium, hereinafter referred to as "Ohio Law". I am also familiar with any applicable local governmental laws or regulations concerning the creation of a condominium in Washington Township, Montgomery County, Ohio, hereinafter referred to as "Local Laws". I have also reviewed the requirements of the U.S. Department of Housing and Urban Development, hereinafter referred to as "H.U.D." as set forth in H.U.D. Handbook 4265.1, Appendix 24, hereinafter referred to as the "Appendix".

I have examined the following listed documents for Twin Lakes West Condominium, hereinafter referred to as the "Condominium". All of said documents are hereinafter referred to as the "Condominium Instruments".

- A. The Declaration of Covenants, Conditions and Restrictions for Twin Lakes West Condominium, hereinafter referred to as the "Declaration", which are recorded at D05-118315 of the Deed Records of Montgomery County, Ohio.
- B. The Articles of Incorporation for Twin Lakes West Condominium Association, Inc., hereinafter referred to as the "Articles", which are filed at 1576740 of the Ohio Secretary of State records. For purposes hereof, said association is hereinafter referred to as the "Association".
- C. The By-Laws of the Association, hereinafter referred to as the "By-Laws".

I hereby certify that the Condominium Instruments, as filed, are in compliance with Ohio Law, Local Law and the Appendix. Specifically with respect to the Appendix, the following requirements are met in the Condominium Instruments. For purposes hereof the following rules of construction or definitions apply to such narrative.

- A. Unless otherwise noted the capitalized terms are defined in this certification or in the Declaration. A copy of the definitions set forth in the Declaration and utilized herein are set forth in Exhibit "A" attached hereto.

- B. Paragraph and Sub-Paragraph references and headings refer to those set forth in the Appendix.
- C. Article and/or Section headings of a particular Condominium Instrument refer to those set forth in the designated document.
- D. Section references to Ohio Law refer to such designated section.

1. TYPE OF CONDOMINIUM

The filing of the Declaration created a Condominium under Ohio Law which is a type of basic ownership arrangement as contemplated by this Paragraph. Each Unit Owner will own a Condominium Ownership Interest which is defined as a fee simple interest in a Unit, together with its undivided interest in the Common Elements. See, Section 1.20 of the Declaration which is a restatement of Section 5311.01(N) of the Ohio Revised Code.

The Condominium is in full compliance with Ohio Law and Local Law. A specific representation thereto is made by the Developer in Section 29.15 of the Declaration.

2. ESTATE OF UNIT OWNER

As previously noted, each Unit Owner will own a fee simple interest in his or her Unit together with its undivided interest in the Common Elements Section 11.02 of the Declaration allocates such undivided interest on the basis of the approximate square footage of a Unit which is within the size allocations permitted by this Paragraph and Section 5311.04 of the Ohio Revised Code.

3. CONDOMINIUM DOCUMENTATION

(a) Compliance With Applicable Law

The Condominium Instruments conform to Ohio Law and all applicable Local Law.

(b) Recordation

The Declaration has been Recorded together with the By-Laws as an Exhibit thereto. The term Recorded is defined in Section 1.44 of the Declaration to mean the recording with the Recorder of Greene County, Ohio. Section 5311.06 of the Ohio Revised Code requires such recording. The Articles will be filed with the Secretary of State of Ohio.

(b) **Examples of Acts and Reserved Rights which are Usually Unacceptable**

No such unacceptable rights are reserved to the Declarant. Section 15.08 of the Declaration specifically prohibits such unacceptable rights.

(c) **Examples of Reserved Rights which are Usually Acceptable**

The specified acceptable reserved rights of the Declarant as set forth in this Sub-Paragraph are set forth in Sections 2.02, 20.05, 20.06 and 20.10 of the Declaration.

6. **TRANSFER OF CONTROL**

Section 15.06 of the Declaration and the definition of Control Period in Section 1.22 of the Declaration are consistent with the requirements and within the parameters set forth in this Paragraph and the requirements of Section 5311.08(D) of the Ohio Revised Code. Section 15.06 of the Declaration is also consistent with Section 5311.08(C) of the Ohio Revised Code which provides a mechanism to foster the early participation of Unit Owners in the management of the Condominium.

7. **OWNERS ASSOCIATION'S RIGHTS AND RESTRICTIONS**

(a) **Right of Entry Upon Units and Limited Common Elements**

Section 20.09 of the Declaration gives the Association a right of entry to a Unit for emergency repairs. Section 20.02 of the Declaration gives the Association a reasonable right of entry to a Unit for maintenance and repair purposes.

(b) **Power to Grant Rights and Restrictions in Common Elements**

Section 20.04 of the Declaration gives the Association a right to grant utility easements through the Common Elements.

(c) **Responsibility for Damage to Common Elements and Units**

There are no requirements in this Sub-Paragraph and no such provisions have been made. General rules of law would apply.

(d) **Assessments**

The assessment procedure for the Condominium is set forth in Article XXV of the Declaration and Article V of the By-Laws which are consistent with the requirements of this Sub-Paragraph and Ohio Law.

Section 9.03 of the By-Laws complies with the requirements of this Sub-Paragraph concerning the creation and maintenance of a reserve fund by the Association.

Sections 25.10 and 25.12 of the Declaration comply with and are consistent with the requirements of this Sub-Paragraph dealing with the priority of the lien of the Association and a mortgagee's right in the event of foreclosure.

8. **UNIT OWNERS' RIGHTS AND RESTRICTIONS**

(a) **Obligation to Pay Expenses**

The Declaration in general and specifically at Section 25.01 of the Declaration and Section 9.01 of the By-Laws create a duty upon Unit Owners to pay assessments which are allocated on the basis of Percentage of Ownership pursuant to Section 25.02 of the Declaration. These provisions are consistent with the requirements of this Sub-Paragraph.

(b) **Voting Rights**

Section 15.03 of the Declaration provides for one (1) vote per Unit which is within the parameters set forth by this Sub-Paragraph.

(c) **Ingress and Egress of Unit Owners**

The Condominium Instruments do not impose any restrictions upon a Unit Owner's right of ingress and egress to his or her Unit. Section 8.02 of the Declaration specifically grants each Unit Owner a perpetual easement appurtenant to his or her Unit for ingress and egress.

(d) **Easements for Encroachments – Units and Common Elements**

Section 20.01 of the Declaration is consistent with the requirements set forth in this Sub-Paragraph.

(e) **Right of First Refusal**

The Condominium Instruments do not provide for any right of first refusal or similar restrictions. Section 14.01 of the Declaration expressly prohibits any such rights and permits unrestricted transfer of a Unit.

(f) **Leasing Restrictions**

Section 13.11 of the Declaration is consistent with the requirements of this Sub-Paragraph.

9. **FIRST LIEN HOLDERS' RIGHTS**

(a) **Notices of Action**

The notice requirements of this Sub-Paragraph are set forth in Section 29.05 of the Declaration.

(b) **Other Provisions for First Lienholders**

The requirements of this Sub-Paragraph are set forth in Section 29.06 of the Declaration.

10. **AMENDMENT TO DOCUMENTS**

No requirements are set forth in this Paragraph. However, at a minimum, the Declaration requires seventy-five percent (75%) approval for any Amendment which is in excess of the stated guidelines for this Paragraph and consistent with Ohio Law. In addition, Section 17.02 of the Declaration affords mortgagee and underwriting protection in excess of the suggested guidelines of this Paragraph.

11. **RIGHTS OF ACTIONS**

Article XXIV of the Declaration set forth the Association's rights against a Unit Owner for failure to comply with the Condominium Instruments, including any Rules and Regulation. Section 24.03 of the Declaration sets forth the rights of any party which is a restatement of Section 5311.09 of the Ohio Revised Code.

12. **FLEXIBLE CONDOMINIUMS**

(a) **Expandable Condominiums**

The Condominium is expandable by nature. Article XXVI of the Declaration is consistent with the requirements of Section 5311.05(c) of the Ohio Revised Code and the requirements of this Sub-Paragraph.

The Declarant's right to expand is fully set forth in Article XXVI of the Declaration. Section 26.06 of the Declaration requires additional improvements to be consistent in terms of quality of construction.

Section 26.09 of the Declaration requires all added improvements to be substantially completed. Section 26.02 of the Declaration and the definition of Development Period set forth in Section 1.26 of the Declaration are consistent with and within the parameters of this Sub-Paragraph. The method for the reallocation of Percentage of Ownership is set forth in Section 26.14(c) of the Declaration and is consistent with Paragraphs 2 and 8.

(b) Other Flexible Condominiums

Not applicable.

13. POLICIES FOR BY-LAWS

The By-Laws are sufficiently detailed for the successful governance of the Condominium by the Unit Owners. Section 3.02 of the By-Laws provides for the election of the Board of Trustees and Section 3.05 of the By-Laws provides for their removal. Section 6.01 of the By-Laws provides for the election of officers and Section 6.02 provides for their removal.

14. INSURANCE AND RELATED REQUIREMENTS

(a) Type and Insurance Coverage Required

Section 21.01 of the Declaration sets forth the fire and other peril insurance requirements for the Condominium. The provisions thereof are consistent with the requirements of this Sub-Paragraph.

Section 23.01 of the Declaration sets forth the liability insurance requirements for the Condominium. The provisions thereof are consistent with the requirements of this Sub-Paragraph.

The notice requirements in the event of the cancellation of insurance as set forth in this Sub-Paragraph are satisfied by Sections 21.04 and 23.06 of the Declaration.

(b) Insurance Trustee; Power of Attorney

Article XXII of the Declaration is in conformity with and meets the requirements of this Sub-Paragraph.

(c) **Qualifications of Insurance Carrier**

Section 21.02 of the Declaration requires the insurance carrier to be generally acceptable as required by this Sub-Paragraph.

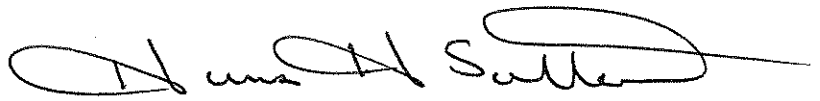
(d) **Condemnation and Total or Partial Loss or Destruction.**

Section 28.02 of the Declaration provides that the Association shall represent the Unit Owners in all condemnation proceedings, or in negotiations, settlements and agreements with the condemning authority for any acquisition of any part or all of the Common Elements and further appoints the Association as attorney-in-fact for such purposes.

Section 28.03 of the Declaration provides that any damage for the taking, injury or destruction of the Common Elements shall be held by the Association for the benefit of the Unit Owners and their mortgagees and disburse as their respective interest may appear.

All insurance proceeds are payable to the Association and all negotiations with respect to negotiation in the event of loss shall be handled by the Association on behalf of the Unit Owners pursuant to Section 21.01 of the Declaration which is consistent with the requirements of this Sub-Paragraph.

Dated: November 18, 2005



Hans H. Soltau

EXHIBIT "A"

DEFINITIONS

- 1.01** General. The following terms used in the Condominium Organizational Documents are defined as hereinafter set forth.
- 1.02** Additional Property shall mean adjacent or adjoining property which is described in Exhibit "D" and which, together with improvements thereon, may be added in the future to the Condominium, excepting therefrom any Property submitted hereby.
- 1.03** Affiliate of a Developer shall mean any person who controls a Developer or is controlled by a Developer as defined in the Ohio Condominium Act.
- 1.04** Agent shall mean any person who represents a Developer or who acts for or on behalf of a Developer in selling or offering to sell a Condominium Ownership Interest in a Condominium Development, but shall not include an attorney-at-law whose representation of a Developer consists solely of rendering legal services.
- 1.05** Amendment and/or Amendments shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Condominium Organizational Documents or any other Exhibits thereto.
- 1.06** Articles and/or Articles of Incorporation shall mean the articles, filed with the Secretary of State of Ohio, incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.
- 1.07** Association shall mean Twin Lakes West Condominium Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.
- 1.08** Board and/or Board of Directors shall mean those persons who as a group serve as the board of directors of the Association.
- 1.09** By-Laws shall mean the By-Laws of the Association, which are attached as Exhibit "C" as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Ohio Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.
- 1.10** Common Assessments shall mean assessments that are charged proportionately against all Units for common purposes.

1.11 Common Elements shall mean all of the Condominium Property except that portion thereof described in the Declaration as constituting a Unit or Units.

1.12 Common Expenses shall mean those expenses designated as such by the Ohio Condominium Act, or in accordance with the provisions of the Declaration, including Per Unit Expenses.

1.13 Common Losses shall mean the amount by which the Common Expenses during any period of time exceeds the Common Assessments and Common Profits during that period.

1.14 Common Profits shall mean the amount by which the total income received from any of the following exceeds expenses allocable to the particular income, rental, fee or charge:

- (a) Assessments charged for special benefits to specific Units;
- (b) Rents received from the rental of equipment or space in Common Elements;
- (c) Any other fee, charge or income other than common assessments.

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

1.16 Condominium shall mean Twin Lakes West Condominium, the condominium regime for the Condominium Property created under and pursuant to the provisions of the Ohio Condominium Act.

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

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

1.19 Condominium Organizational Documents shall mean the Declaration and Exhibits, as the same may be lawfully amended from time to time.

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

- 1.21** Condominium Property shall mean land, all buildings, improvements and structures on the land, all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of the Ohio Condominium Act by this Declaration and any Amendment.
- 1.22** Control Period shall mean a period of time five (5) years from the date on which the Association is formed or a period of time sixty (60) days after seventy-five percent (75%) of the Condominium Ownership Interests have been sold and conveyed, whichever first occurs. For purposes hereof, the Percentages of Condominium Ownership Interests sold and conveyed by Declarant shall be determined by comparing the Condominium Ownership Interests sold and conveyed, to the total number of Condominium Ownership Interests created and which may be created pursuant to the provisions of the Declaration.
- 1.23** Declarant shall mean Simms Twin Lakes West, Ltd., an Ohio limited liability company, its successors and assigns; provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successor and assigns as are designated in writing by Declarant as successors and assignees of such rights.
- 1.24** Declaration shall mean the instrument by which the property hereinafter described is submitted to the provisions of the Ohio Condominium Act and any and all Amendments thereto.
- 1.25** Developer shall mean the Declarant, any successor to the Declarant who stands in the same relation to the Condominium Property as the Declarant, and any person who directly or indirectly sells or offers for sale a Condominium Ownership Interest.
- 1.26** Development Period shall mean a period of time seven (7) years from the date on which this Declaration is Recorded.
- 1.27** Director shall mean that person serving at the time pertinent on the Board of Directors.
- 1.28** Drawings shall mean those drawings, as the same may be lawfully amended from time to time, which are attached as Exhibit "B".
- 1.29** Eligible Holder(s) shall mean the holder of a valid Recorded first mortgage on a Unit, which holder has given written notice to the Association requesting

notification of any proposed action that requires the consent of a specified percentage of Eligible Holders.

1.30 Exclusive Use Areas shall mean Common Elements that the Declaration reserves for delegation by the Board to the use of a certain Unit or Units, to the exclusion of other Units.

1.31 Exhibit shall mean any document or instrument attached to the Declaration.

1.32 Insurance Trustee shall mean any bank located in Greene County, Ohio with trust powers and total assets in excess of Fifty Million Dollars (\$50,000,000.00) which has been selected by the Association pursuant to the provisions of the Declaration.

1.33 Limited Common Elements shall mean those Common Elements serving exclusively one (1) Unit or more than one (1) Unit but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration or by the Board.

1.34 Majority of Unit Owners shall mean those Unit Owners holding fifty-one percent (51%) of the voting power of the Association.

1.35 Managing Agent shall mean a manager or managing agent retained or employed by the Association pursuant to the provisions of the Declaration.

1.36 Member depending on its context, shall mean a Unit Owner that is subjected hereto and/or a member of the Association.

1.37 Occupant means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

1.38 Ohio Condominium Act means Chapter 5311 of the Ohio Revised Code, the statutory law of the State of Ohio regulating the creation and operation of Condominiums.

1.39 Per Unit Expenses shall mean Common Expenses that arise out of the following, which are not allocated, on a Percentage of Ownership but on an equal per Unit basis:

(a) Expenses that arise out of the administration, operation, maintenance, repair and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, if any, landscaping, and grounds care;

(b) Legal, accounting and management expenses.

1.40 **Percentage of Ownership** shall mean the undivided interest of each Unit in the Common Elements as set forth in this Declaration.

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

1.42 **Property** shall mean the real property described in Exhibit "A" attached hereto.

1.43 **Quorum** shall mean the presence in person or by proxy of a Majority of Unit Owners.

1.44 **Recorded** shall mean the recording with the Recorder of Greene County, Ohio and the prior filing thereof with the Auditor of Greene County, Ohio, if required.

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

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

1.47 **Underwriter** shall mean Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Governmental National Mortgage Association, Government Mortgage Guaranty Insurance Corporation, Department of Housing and Urban Development, the Veterans Administration or any such other organizations or agencies insuring or guaranteeing first mortgages on Units.

1.48 **Unit** shall mean a part of the Condominium Property consisting of one (1) or more rooms on one (1) or more floors of a building(s) that are designated a Unit by this Declaration or Amendment and are delineated on the Drawings and in the Drawings attached to an Amendment.

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

NO TRANSFER NEEDED
05 NOV 18 AM 11:07
KARL L. KEITH
AUDITOR

DECLARATION OF CONDOMINIUM PROPERTY
FOR
TWIN LAKES WEST CONDOMINIUM

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

Dated: NOV 19, 2005

By: Karl L. Keith
Montgomery County Auditor

PLAT REFERENCE:

BOOK: 201

PAGE(S): 36A - 36E

THIS INSTRUMENT PREPARED BY:

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Attorney at Law
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Centerville, Ohio 45459

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Montgomery County
Judy Dodge-Recorder

DECLARATION
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DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made on the date hereinafter set forth by **SIMMS TWIN LAKES WEST, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant", under the circumstances summarized in the following Recitals which utilize capitalized terms as defined in the Declaration.

RECITALS

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

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

C. Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring an interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in the Condominium Organizational Documents.

D. Declarant is also the owner of the Additional Property adjoining the real property submitted hereby and contemplates submitting such property to the provisions of this Declaration by an Amendment or Amendments hereto.

DECLARATIONS

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

ARTICLE I

DEFINITIONS

1.01 **General**. The following terms used in the Condominium Organizational Documents are defined as hereinafter set forth.

1.02 **Additional Property** shall mean adjacent or adjoining property which is described in Exhibit "D" and which, together with improvements thereon, may be added in the future to the Condominium, excepting therefrom any Property submitted hereby.

1.03 **Affiliate of a Developer** shall mean any person who controls a Developer or is controlled by a Developer as defined in the Ohio Condominium Act.

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

1.05 **Amendment and/or Amendments** shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Condominium Organizational Documents or any other Exhibits thereto.

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

1.07 **Association** shall mean Twin Lakes West Condominium Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.08 **Board and/or Board of Directors** shall mean those persons who as a group serve as the board of directors of the Association.

1.09 **By-Laws** shall mean the By-Laws of the Association, which are attached as Exhibit "C" as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Ohio Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

1.10 **Common Assessments** shall mean assessments that are charged proportionately against all Units for common purposes.

1.11 **Common Elements** shall mean all of the Condominium Property except that portion thereof described in the Declaration as constituting a Unit or Units.

1.12 **Common Expenses** shall mean those expenses designated as such by the Ohio Condominium Act, or in accordance with the provisions of the Declaration, including Per Unit Expenses.

1.13 **Common Losses** shall mean the amount by which the Common Expenses during any period of time exceeds the Common Assessments and Common Profits during that period.

1.14 **Common Profits** shall mean the amount by which the total income received from any of the following exceeds expenses allocable to the particular income, rental, fee or charge:

- (a) Assessments charged for special benefits to specific Units;
- (b) Rents received from the rental of equipment or space in Common Elements;
- (c) Any other fee, charge or income other than common assessments.

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

1.16 **Condominium** shall mean Twin Lakes West Condominium, the condominium regime for the Condominium Property created under and pursuant to the provisions of the Ohio Condominium Act.

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

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

1.19 **Condominium Organizational Documents** shall mean the Declaration and Exhibits, as the same may be lawfully amended from time to time.

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

1.21 **Condominium Property** shall mean land, all buildings, improvements and structures on the land, all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of the Ohio Condominium Act by this Declaration and any Amendment.

1.22 **Control Period** shall mean a period of time five (5) years from the date on which the Association is formed or a period of time sixty (60) days after seventy-five percent (75%) of the Condominium Ownership Interests have been sold and conveyed, whichever first occurs. For purposes hereof, the Percentages of Condominium Ownership Interests sold and conveyed by Declarant shall be determined by comparing the Condominium Ownership Interests sold and conveyed, to the total number of Condominium Ownership Interests created and which may be created pursuant to the provisions of the Declaration.

1.23 **Declarant** shall mean Simms Twin Lakes West, Ltd., an Ohio limited liability company, its successors and assigns; provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successor and assigns as are designated in writing by Declarant as successors and assignees of such rights.

1.24 **Declaration** shall mean the instrument by which the property hereinafter described is submitted to the provisions of the Ohio Condominium Act and any and all Amendments thereto.

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

1.26 **Development Period** shall mean a period of time seven (7) years from the date on which this Declaration is Recorded.

1.27 **Director** shall mean that person serving at the time pertinent on the Board of Directors.

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

1.29 **Eligible Holder(s)** shall mean the holder of a valid Recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Holders.

1.30 **Exclusive Use Areas** shall mean Common Elements that the Declaration reserves for delegation by the Board to the use of a certain Unit or Units, to the exclusion of other Units.

- 1.31 **Exhibit** shall mean any document or instrument attached to the Declaration.
- 1.32 **Insurance Trustee** shall mean any bank located in Montgomery County, Ohio with trust powers and total assets in excess of Fifty Million Dollars (\$50,000,000.00) which has been selected by the Association pursuant to the provisions of the Declaration.
- 1.33 **Limited Common Elements** shall mean those Common Elements serving exclusively one (1) Unit or more than one (1) Unit but less that all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration or by the Board.
- 1.34 **Majority of Unit Owners** shall mean those Unit Owners holding fifty-one percent (51%) of the voting power of the Association.
- 1.35 **Managing Agent** shall mean a manager or managing agent retained or employed by the Association pursuant to the provisions of the Declaration.
- 1.36 **Member** depending on its context, shall mean a Unit Owner that is subjected hereto and/or a member of the Association.
- 1.37 **Occupant** means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.
- 1.38 **Ohio Condominium Act** means Chapter 5311 of the Ohio Revised Code, the statutory law of the State of Ohio regulating the creation and operation of Condominiums.
- 1.39 **Per Unit Expenses** shall mean Common Expenses that arise out of the following, which are not allocated, on a Percentage of Ownership but on an equal per Unit basis:
- (a) Expenses that arise out of the administration, operation, maintenance, repair and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, if any, landscaping, and grounds care;
 - (b) Legal, accounting and management expenses.
- 1.40 **Percentage of Ownership** shall mean the undivided interest of each Unit in the Common Elements as set forth in this Declaration.
- 1.41 **Person** shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.42 **Property** shall mean the real property described in Exhibit "A" attached hereto.

1.43 Quorum shall mean the presence in person or by proxy of a Majority of Unit Owners.

1.44 Recorded shall mean the recording with the Recorder of Montgomery County, Ohio and the prior filing thereof with the Auditor of Montgomery County, Ohio, if required.

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

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

1.47 Underwriter shall mean Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Governmental National Mortgage Association, Government Mortgage Guaranty Insurance Corporation, Department of Housing and Urban Development, the Veterans Administration or any such other organizations or agencies insuring or guaranteeing first mortgages on Units.

1.48 Unit shall mean a part of the Condominium Property consisting of one (1) or more rooms on one (1) or more floors of a building(s) that are designated a Unit by this Declaration or Amendment and are delineated on the Drawings and in the Drawings attached to an Amendment.

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

ARTICLE II

NAME, PURPOSE AND ADMINISTRATION

2.01 Name. The Condominium Property shall be known as Twin Lakes West Condominium.

2.02 Purpose. The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and for no other purpose; provided, however, (i) that consistent with applicable zoning, professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping personal, business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; and (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one (1) or more Units as sales models and offices and/or for storage and maintenance purposes.

2.03 **Administration.** The Condominium Property shall be administered in accordance with the provisions of the Condominium Organizational Documents and the Rules and Regulations, as the same may be amended from time to time. Each Unit Owner, tenant or Occupant shall comply with the provisions of the Condominium Organizational Documents and the Rules and Regulations together with the decisions and resolutions of the Board.

ARTICLE III
LEGAL DESCRIPTION OF PROPERTY

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

ARTICLE IV
DESCRIPTION AND LOCATION OF BUILDING(S)

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

 (a) Building 1 is three (3) stories in height containing a total of six (6) Units.

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

4.03 **Location.** The building has access to Washington Church Road, a public roadway by way of Placid Drive and Tahoe Drive, private roadways.

ARTICLE V
DESCRIPTION OF UNITS

5.01 **General.** Each of the Units within this Declaration, or any additional Units brought within the provisions of the Declaration by an Amendment shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, the unfinished surface of the lower floor, and the unfinished interior surface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions to constitute a complete enclosure of space, and all improvements within that space, the dimensions and descriptions of each such Unit being shown on the Drawings and in the Drawings attached to an Amendment and including without limitation:

 (a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material(s) applied to the interior surface of such perimeter walls, floors and ceilings;

(b) All windows, screens and doors, including the frames, sashes and jams and the space occupied thereby and as hardware therefore;

(c) All fixtures and appliances located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building(s) or from the point of disconnection of utility pipes, lines or systems serving the entire building(s) or more than one Unit thereof, whichever may be applicable; including without limitation, built-in cabinets, dishwashers, garbage disposal units, and components thereof, if any, even if located outside the bounds of the Unit, serving only that Unit;

(d) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(e) All interior walls, floors and ceilings;

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

But excepting therefrom, any structural element of the building contained in interior walls and all plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts or conduits which are located within the bounds of a Unit but which any other Unit.

5.02 Type of Units. Unless or until amended, there are two (2) types of Unit which are generally described as follows:

(a) Placid is a two (2) story townhouse with a lower level containing approximately 2,410 square feet, including the garage.

(b) Tahoe is a two (2) story townhouse with a lower level containing approximately 2,262 square feet.

5.03 Designation of Units by Type. Following is a listing of Units by their type:

<u>Unit No.</u>	<u>Building</u>	<u>Type</u>	<u>Unit No.</u>	<u>Building</u>	<u>Type</u>
9400	1	Placid	9406	1	Tahoe
9402	1	Tahoe	9408	1	Placid
9404	1	Placid	9410	1	Tahoe

ARTICLE VI
RELOCATION OF BOUNDARIES OF UNITS AND LIMITED COMMON ELEMENTS

6.01 **General.** Notwithstanding any provision in this Declaration to the contrary, the boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated and the Percentage of Ownership appurtenant to those Units may be reallocated by an Amendment pursuant to the following procedures.

(a) The Unit Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not yet due and payable.

(b) In the application the Unit Owners of the adjoining Units may request a specific reallocation of their Percentage of Ownership allocated to the adjoining Units.

6.02 **Board Approval.** Unless the Board finds any requested reallocation of the Percentage of Ownership to be unreasonable, within thirty (30) days after the Board receives the application the Association shall prepare, at the expense of the Unit Owners of the adjoining Units, an Amendment that is executed by the Unit Owner(s) of the affected Units and that includes all of the following:

(a) Identification of the affected Units;

(b) Words of conveyance between the Unit Owners of the Units; and

(c) A specification of the Percentages of Ownership and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares and powers of the former adjoining Units.

6.03 **Recordation of Amendment.** At the expense of the Unit Owners of the affected Units the Association shall have the Amendment Recorded along with:

(a) Any Drawing necessary to show the altered boundaries of the affected Units;

(b) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

6.04 **Existing Liens.** Existing liens automatically shall attach to each Unit those results from the relocation and reallocation.

ARTICLE VII
DESCRIPTION OF COMMON ELEMENTS

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

7.02 **Easements.** The Common Elements shall include and be subject to any easements granted or reserved on the Condominium Property.

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

ARTICLE VIII
DESCRIPTION OF LIMITED COMMON ELEMENTS

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

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

(a) The patios and decks are designated as Limited Common Elements for the Unit adjoining such patio and deck.

(b) The entranceways, stairways and stoops are designated as Limited Common Elements for the Unit(s) adjoining such entranceway, stairway and stoop.

(c) The air conditioning pad, compressor, duct and conduits thereto are designated as Limited Common Elements for the Unit being serviced by such equipment.

(d) The structural walls between the Units are designated as Limited Common Elements for such Units.

(e) Those additional areas shown, delineated and designated on the Drawings as Limited Common Elements for a particular Unit or building(s) are designated as Limited Common Elements for such Unit or Units within such building(s).

ARTICLE IX
REALLOCATION OF USE AND CONSTRUCTION ON
LIMITED COMMON ELEMENTS

9.01 **Reallocation.** Notwithstanding any provision in this Declaration to the contrary, rights to the use of Limited Common Elements may be reallocated between or among Units by an Amendment pursuant to the following procedures:

(a) The Unit Owners of the affected Units shall prepare and execute at their expense an Amendment that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements;

(b) The Unit Owners of the affected Units shall submit to the Board the Amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not yet due and payable; and

(c) At the expense of the Unit Owners of the affected Units, the Association shall have the submitted Amendment Recorded.

9.02 **Construction of Improvements.** Notwithstanding any provision in this Declaration to the contrary, the Board may authorize the use of the Limited Common Elements appurtenant to a particular Unit to be used for the construction of open, unenclosed patios, hedges, decks, fences or similar improvements, provided that:

(a) Such improvements comply with the use restrictions herein and have been approved pursuant to the architectural review provisions hereof;

(b) All such improvements are insured and maintained by the Owner to which such Limited Common Elements are appurtenant; and

(c) The obligations to insure and maintain are memorialized in an agreement at the direction of the Board, but at the expense of the requesting Unit Owner, and Recorded in the chain of title to the Unit so that all successors in title shall have notice that the insurance and maintenance of such improvements are not the responsibility of the Association.

ARTICLE X
USE OF COMMON ELEMENTS

10.01 **General.** Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other such Unit Owners and, except as otherwise limited in the Condominium Organizational Documents, shall have the right to use the

Organizational Documents, including the non-exclusive, perpetual easement, together with other Unit Owners to the use and enjoyment of the Common Elements and for ingress and egress to and from their respective Units, which right shall be appurtenant to and shall run with his Unit.

ARTICLE XI
OWNERSHIP OF COMMON ELEMENTS

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

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
9400	17.19 1/6	9406	16.14 1/6
9402	16.14 1/6	9408	17.19 1/6
9404	17.19 1/6	9410	16.14 1/6

11.02 **Computation.** Each Unit's Percentage of Ownership as herein set forth was determined and based on a par value approach utilizing the approximate square footage of a Unit as set forth in Section 5.02. Each Unit's Percentage of Ownership as herein set forth was determined by comparing the approximate square footage of a Unit to the total approximate square footage of all of the Units on the date when the Declaration is Recorded, or stated in another way, the Percentage of Ownership of a particular Unit is equal to a fraction, the numerator of which is the approximate square footage of such Unit and the denominator of which is the total approximate square footage of all of the Units.

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

ARTICLE XII
REGULATION OF COMMON ELEMENTS

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

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

12.03 **Conflict.** In the event of any conflict between the Rules and Regulations and the provisions of the Condominium Organizational Documents, the provisions of the Condominium Organizational Documents shall govern.

ARTICLE XIII
RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

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

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

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

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

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

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

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

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

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

13.10 **Alteration of Common Elements**. Nothing shall be altered, constructed in, or removed from the Common Elements except as herein provided.

13.11 **Rental and Leasing**. The respective Unit shall not be rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than thirty (30) days; (b) any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services; or (c) rental to roomers or boards, that is, rental to one (1) or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a Unit to the Condominium shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Rules and Regulations, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful Rules and Regulations shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the Occupants of any covenant, condition and restriction contained in the Condominium Organizational Documents or the Rules and Regulations, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Chapters 1923 and 5321 of the Ohio Revised Code, as agent for and in the name of the Unit Owner, for any

such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney fees, shall be a Special Individual Unit Assessment against the Unit, enforceable in the same manner as all other assessments.

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

ARTICLE XIV **CONVEYANCES**

14.01 **General.** Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. 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 restrictions, and any Unit Owner may transfer that owner's Unit free of any limitations.

14.02 **Records.** To enable the Association to maintain accurate records of the names and address of Unit Owners, each Unit Owner is required, at the following times, to provide the Association, by delivery to the office of the Association or to any member of the Board, written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

- (a) Within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;
- (b) Within thirty (30) days after a change in any of the above-described information; and
- (c) At any time that the Board requests verification or updating of the above-described information.

14.03 **Documents.** Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organization Documents and all effective Rules and Regulations in such Owner's possession.

ARTICLE XV
UNIT OWNER'S ASSOCIATION

15.01 **General.** Declarant formed the Association to administer the Condominium Property. The Association shall be governed by the Condominium Organizational Documents. A Board and the officers of the Association elected as provided in the By-Laws shall exercise the powers and rights set forth in the Condominium Organizational Documents and the Ohio Condominium Act that are not specifically reserved to Unit Owners.

15.02 **Membership in the Association.** Membership in the Association is limited to Unit Owners. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a Member. The foregoing is not intended to include persons or entities that hold an interest merely as security of an obligation. Such membership shall terminate upon the sale or other disposition by such Member of his Condominium Ownership Interest, at which time the new Unit Owner shall automatically become a Member. Declarant shall be a Member as long as it retains title to any Unit.

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

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

15.05 **First Meeting of Association.** A first meeting of the Association shall be held no later than sixty (60) days after the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by the Declarant. The purpose of such meeting shall be to elect two (2) members to the Board from Unit Owners, other than Declarant.

15.06 **Declarant's Rights.** During the Control Period, the powers, rights, duties and functions of the Association shall be exercised by a Board selected by the Declarant;

provided however, that no later than sixty (60) days after the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by Declarant, two-thirds (2/3) of such members shall be elected by the Unit Owners, other than Declarant.

15.07 **Turnover.** Within sixty (60) days after the expiration of the Control Period, the Association shall meet and elect all members of the Board and all other officers of the Association. The persons so elected shall take office immediately after such election. After said meeting, the Declarant shall deliver to such Board or officers:

(a) Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses;

(b) Records showing the allocation, distribution and collection of the Common Profits, Common Losses and Common Expenses among and from the Unit Owners;

(c) Minutes of the meetings of the Association and Board;

(d) Records of the names and addresses of the Unit Owners and their Percentages of Ownership;

(e) Copies of the Condominium Organizational Documents, Articles and any Amendments;

(f) Available documents, information and sources of information concerning the location of underground utility lines and plans and specifications that are not proprietary or copyrighted, of the buildings, other improvements and structures on the Condominium Property that are reasonably available to Declarant.

15.08 **Contract Limitations.** Any contract entered into by the Declarant during the Control Period shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for turning over control of the Association.

ARTICLE XVI **VETERANS ADMINISTRATION APPROVAL**

16.01 **General.** During the Control Period, if the Veterans Administration has guaranteed any loan secured by a Unit, any Amendments or actions set forth as follows shall require the prior approval of the Veterans Administration.

16.02 **Amendments**. Any Amendment which includes adding, deleting or modifying any provision regarding the following:

- (a) Assessment basis or assessment liens;
- (b) Any method of imposing or determining any charges to be levied against individual Unit Owners;
- (c) Reserves for maintenance, repair or replacement of Common Element improvements;
- (d) Maintenance obligations;
- (e) Allocation of rights to use Common Elements;
- (f) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
- (g) Reduction of insurance requirements;
- (h) Restoration or repair of Common Element improvements;
- (i) The addition, annexation or withdrawal of land to or from the project;
- (j) Voting rights;
- (k) Restrictions affecting leasing or sale of a Unit;
- (l) Any provision which is for the express benefit of mortgagees;
- (m) The rights of any specific class of Members;
- (n) Termination of the Declaration;
- (o) Dissolution of the Association except pursuant to a consolidation or merger; or
- (p) Conveyance of all Common Elements.

16.03 **Actions**. Any of the following action(s) taken by the Association:

- (a) Merging or consolidating the Association, other than with another non-profit entity formed for purposes similar to the subject association;

(b) Determining not to require professional management if that management has been required by the Association documents, a majority of Eligible Holders or a vote of the Majority of Members;

(c) Expanding the Association to include land not previously described as Additional Property which increases the overall land area of the project or number of Units by more than ten percent (10%);

(d) Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of Common Elements except for: (1) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association;

(e) Using insurance proceeds for purposes other than construction or repair of the insured improvements;

(f) Making capital expenditures other than for repair or replacement of existing improvements during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget;

(g) Terminating the Declaration;

(h) Dissolving the Association except pursuant to a consolidation or merger; or

(i) Conveying all Common Elements.

ARTICLE XVII

AMENDMENTS OF CONDOMINIUM ORGANIZATIONAL DOCUMENTS

17.01 **General.** Unless otherwise specifically provided for herein, the Condominium Organizational Documents may be amended only upon the written consent of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association.

17.02 **Seventy-Five Percent (75%) of Eligible Holders.** The following Amendments shall require the consent of Eligible Holders on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Holders appertain:

(a) The boundaries of any Unit or the convertibility of Units into Common Elements or visa versa;

(b) The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

(c) The Percentage of Ownership of a Unit or the liability for Common Expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

(d) The number of votes in the Association appertaining to any Unit; or

(e) The fundamental purposes to which any Unit or the Common Elements are restricted.

17.03 **Fifty-One Percent (51%) of Eligible Holders.** The following Amendments shall require the consent of Eligible Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders appertain:

(a) A change to any of the provisions governing voting rights;

(b) A change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than twenty-five percent (25%);

(c) A change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;

(d) A change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;

(e) A change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;

(f) A change to any of the provisions governing: (a) the method of expansion or contraction of the Condominium; or (b) the method of addition, annexation or withdrawal of land to or from the Condominium;

(g) A change to any of the provisions governing hazard, fidelity or other insurance requirements;

(h) A change to any of the provisions governing restrictions affecting the leasing of a Unit;

(i) A change to any of the provisions governing restrictions affecting the sale of a Unit;

(j) A change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(k) A change to any of the provisions governing restoration or repair of improvements in the Condominium;

(l) A change to any of the provisions which provision is for the express benefit or mortgagees;

(m) A change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;

(n) A change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger;

(o) A change to any of the provisions governing the conveyance of any or all of the Common Elements; or

17.04 Presumed Consent. Any Eligible Holder shall be presumed to have consented to an Amendment or any action requiring their consent if a notice of the proposed Amendment or action is sent to such Eligible Holder, or its successors or assigns as appearing of public record at the address listed in the mortgage by certified mail and no objection thereto is received by the Association within thirty (30) days after the receipt by the Eligible Holder. Such notice shall be retained by the Secretary of the Association and his certification as to the names of the consenting and non-consenting Eligible Holders of the various Units shall be sufficient for reliance by the general public. If less than all Eligible Holders consent to such Amendment or action, said Amendment or action shall be valid among the Unit Owners, provided that the rights of a non-consenting Eligible Holder shall not be derogated thereby.

17.05 Amendments Not Requiring Consent of Unit Owners or Eligible Holders. Notwithstanding any provision in this Declaration to the contrary, the following Amendments to the Condominium Organizational Documents shall not require the consent of the Owners or Eligible Holders.

(a) Amendments by Declarant to Expand Condominium. Amendments aiding the expansion of the Condominium pursuant to this Declaration shall not require the consent of any parties other than the Declarant;

(b) Amendments by Declarant to Address Compliance and Other Issues. The 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, during the Development Period, to amend the Condominium Organizational Documents: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Underwriters, provided that the appropriate percentage, as described elsewhere herein, of Eligible Holders is obtained; or (ii) 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; and further provided that the project has been approved by the Veterans Administration, such Amendment, except those aiding the expanding of the Condominium in accordance with the provisions of this Declaration, must be approved by the Veterans Administration.

(c) Amendments by Board Pursuant to Statutory Authority. The Board may amend the Condominium Organizational Documents in any manner necessary for any of the following:

(i) To meet the requirements of institutional mortgagees, the Underwriters and similar institutions;

(ii) To meet the requirements of insurance underwriters;

(iii) To bring the Condominium Organizational Documents into compliance with the Ohio Condominium Act.

(iv) To correct clerical or typographical errors or obvious factual errors in the Condominium Organizational Documents; or

(v) To designate a successor to the person named to receive service of process for the Association;

(vi) Pursuant to Article VI and IX of the Declaration.

17.06 Method to Amend. An Amendment adopted with the consents hereinbefore provided shall be executed with the same formalities as this Declaration by two (2) officers 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 as

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 reference the recording references of the Declaration and shall be effective upon its being Recorded.

ARTICLE XVIII

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

18.01 **Association.** Except as otherwise provided herein, management, maintenance, repairs, alterations and improvements of the Common Elements shall be the responsibility of the Association.

18.02 **Delegation of Authority; Professional Management.** The Board may delegate all or any portion of its authority to discharge its responsibilities to a Managing Agent. This delegation of authority and responsibility to a Managing Agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such Managing Agent as a common expense, provided, however, that any agreement for professional management: shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminate by either party, without penalty, on ninety (90) days written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as Managing Agent. The Managing Agent, or the Board, if there is no Managing Agent, shall have the authority to enter into contracts with Declarant, as defined by an Underwriter, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

18.03 **Rights of Eligible Holders and Unit Owners.** The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of Eligible Holders to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than sixty-seven percent (67%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant. Eligible Holders on at least fifty-one percent (51%) of Units subject to such mortgages held by Eligible Holders may require the Association to employ professional management.

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

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

(b) To maintain, repair and replace, at his expense those areas or items which are designated by this Declaration as Limited Common Elements for the exclusive use of such Unit Owner.

(c) To maintain, repair and replace the springs, tracks or any other mechanism relating to the garage doors, including without limitation, any garage door opener and the mechanisms associated therewith whether installed by the Declarant or Unit Owner.

(d) To maintain, repair and replace, at his expense, all portions of the Common Elements which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such Unit Owner.

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

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

(g) Not to make any alterations in the portions of the Unit or the building(s) which are to be maintained by the Association or remove any portion thereof or make any addition thereto, or do anything which would or might jeopardize or impair the safety or soundness of the building, without first obtaining the written consent of the Board and of the Unit Owner or Unit Owners of whose benefit such easement exists.

18.05 **Exterior Surfaces.** Any exterior maintenance, repair or replacements to be performed by a Unit Owner shall be subject to the prior architectural review and approval of the Board or its delegated committee.

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

service shall be added to and become a Special Individual Unit Assessment chargeable to such Unit.

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

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

ARTICLE XIX **ARCHITECTURAL REVIEW**

19.01 **General.** Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owner's successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

ARTICLE XX **EASEMENTS**

20.01 **Encroachments.** In the event that by reason of the construction, settlement or shifting of a building(s) or by reason of the partial or total destruction and rebuilding of a building, any part of a building(s) presently encroaches or shall hereafter encroach upon

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXI
HAZARD INSURANCE

21.01 **Fire and Extended Coverage Insurance**. The Association shall obtain and maintain for the benefit of all Unit Owners and mortgagees, insurance on all building(s), structures, supplies, machinery, fixtures and equipment, common personal property or

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

21.02 **Qualifications.** The insurance hereunder shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII or better as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by any Underwriter or if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a Class A/VIII or comparable rating or better.

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

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

21.05 **Subrogation.** Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his family, his tenant or other occupant of the

Condominium Property, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

21.06 **Mortgagee's Rights.** If the required insurance coverage under this Article ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association, shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property, and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by an assessment against all Unit Owners and shall not require a vote of the Members, anything to the contrary in this Declaration notwithstanding.

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

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

21.09 **Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to any portion of the Condominium Property the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as

good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

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

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

21.12 **Non-Restoration of Damage or Destruction.** In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Units, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction; provided the consent of the Eligible Holders and Underwriters of first mortgages on over fifty-one percent (51%) of the Units has been first obtained. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition by any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective Percentage of Ownership. No Unit Owner shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

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

ARTICLE XXII **INSURANCE TRUSTEE**

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

22.02 **Selection Prior to a Loss.** If such selection is prior to any loss, the Association shall make all insurance policies under the Declaration payable to such Insurance Trustee for and on behalf of each of the Unit Owners and mortgagees for the purposes set forth in the Declaration in accordance with the Percentage of Ownership. All

insurance policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

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

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

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

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

ARTICLE XXIII
LIABILITY AND OTHER INSURANCE

23.01 **Liability Insurance.** As a Common Expense, the Association shall insure itself, the Board, all Unit Owners and Occupants and all other persons lawfully in the possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Elements; such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one (1) accident.

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

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

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

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

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

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

ARTICLE XXIV
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

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

24.02 **Procedures for Enforcement of Violations.**

(a) **Notice.** Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Condominium Organizational Documents or Rules and Regulations of the Association, the Board shall give the Unit Owner of the Unit written notice containing:

- (i) A description of the property damages or the violation;
- (ii) The amount of the proposed charge or assessment;
- (iii) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (iv) A statement setting forth the procedures to request a hearing pursuant to subsection 24.02(b) of this Article; and
- (v) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(b) **Hearing.** A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 24.02(a) of this Article. If the Unit Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 24.02(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and

will, at least seven (7) days prior to the hearing, provide the Unit Owner with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owner.

(c) **Manner of Notice.** Any notice required under this Section to be served:

(i) Upon the Unit Owner, shall be delivered personally to the Unit Owner or Occupant at the Unit, or mailed, by certified mail, return receipt requested, to the Unit Owners at the address of the unit, provided that if the Unit Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Unit Owner at such alternative address;

(ii) Upon the Association, shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed, by certified mail, return receipt requested, to any officer of the Association or to the management company hired by the Association.

24.03 Civil Action. Declarant, Developer, Agent, Unit Owner or Occupant are liable in a civil action for damages caused to any person by his failure to comply with any lawful provision of the Condominium Instruments. Any interested person may commence an action for a declaratory judgment to determine his legal relations under the Condominium Instruments or to obtain an injunction against a Declarant, Developer, Agent, Unit Owner, or person entitled to occupy a Unit who refuses to comply, or threatens to refuse to comply, with any provision of the instruments. One (1) or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of the Condominium Instruments may, if necessary to carry out their purposes, be enforced against the Condominium Property or any person who owns or has previously owned any interest in the Condominium Property.

24.04 Proper Party. An action by the Association under this article may be commenced by the Association in its own name or in the name of its Board or in the name of its Managing Agent.

ARTICLE XXV ASSESSMENTS AND LIEN OF ASSOCIATION

25.01 General. Assessments for the maintenance, repair and insurance of the Common Elements and for the insurance of the Units, together with the payment of the Common Expenses, shall be made in the manner provided herein and in the manner provided in the By-Laws. Such assessments are the personal obligation of a Unit Owner together with any costs and/or expenses, including reasonable attorney's fees incurred by the Association in any foreclosure or collection action.

25.02 **Division of Common Profits and Common Expenses.** The proportionate shares of the Unit Owners for the Common Profits and Common Expenses of the operation of the Condominium Property shall be in accordance with their Percentage of Ownership or as a Per Unit Expense as set forth in the By-Laws.

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

25.04 **Special Assessments for Capital Improvements.**

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements, except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard, shall not be constructed nor funds assessed therefore, if the cost thereof in any twelve (12) consecutive month period would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (65%) of the voting power of Unit Owners, including the consent of Unit Owners other than the Declarant who hold a majority of the voting power of Units owned by Unit Owners other than the Declarant, and the consent of Eligible Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders.

(b) Any such assessment shall be pro-rated among all Units on the basis of Percentage of Ownership, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

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

25.06 **Non-Payment of Assessment; Remedies of the Association.** If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without

(a) Reasonable, uniform administrative late fees as determined by the Board from time to time;

(b) Enforcement charges and collection costs (including, without limitation, attorney and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;

(c) Interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of eight percent (8%) per annum or at such other rate as the Board may, from time to time, determine; and

(d) Any other charges authorized by the Condominium Organizational Documents or the Rules and Regulations.

25.07 **Application of Payments.** Payments made by a Unit Owner for assessments shall be applied:

(a) First, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of eight percent (8%) per annum or at such other rate as the Board may, from time to time, have otherwise determined;

(b) Second, for the payment of administrative late fees charges with respect to the delinquency applicable to the Unit;

(c) Third, to reimburse the Association for enforcement charges and collection costs, including, without limitation, attorney and paralegal fees incurred by the Association in connection with the delinquency; and

(d) Fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

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

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

25.10 **Priority of Association's Lien.** The lien provided for in the preceding Section is prior to any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President, pursuant to authority given to him by the Board.

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

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

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

25.14 **Legal Actions.** In addition to the lien permitted by this Article, the Association, as authorized by the Board, may bring an action at law against the owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the Unit Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

ARTICLE XXVI
ADDITIONAL PROPERTY

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

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

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

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

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

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

26.07 **Units.** There will be a maximum of 148 Units constructed on the Additional Property, with a density not to exceed six (6) Units per acre. Such Units need not be substantially identical to the Units constructed on the Condominium Property. Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the types of Units that may be created on the Additional Property.

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

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

26.10 **Non-Residential Uses.** 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 commercial units may be so created and added. There is no restriction on the use of the Additional Property or any portion thereof which is not added to the Condominium.

26.11 **Improvements other than Structures.** With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements, shall be made; except that any such non-structural improvements shall not be incompatible with current improvements that are on the Condominium Property.

26.12 **Successor Owner not Liable for Actions of Declarant.** A successor owner of the Condominium Property or of Additional Property added to the Condominium Property who is not an Affiliate of the Developer and who is a *bona fide* purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-

in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

26.13 **Procedures for Expansion.** All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant in the manner provided by the Condominium Act, of an Amendment that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

26.14 **Effects of Expansion.** Upon the filing for record of an Amendment adding all or any portion of the Additional Property to the Condominium Property:

(a) The added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) The Unit Owner(s) of the added portion shall thereupon become Members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Members;

(c) The Percentages of Ownership, as so expanded, shall be reallocated so that each Unit has a Percentage of Ownership including those originally submitted with this Declaration and those added after the date hereof; and

(d) In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XXVII

LIMITED WARRANTIES BY DECLARANT

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

27.02 **Commencement of Two (2) Year Limited Warranty.** The two (2) year limited warranty shall commence for the property submitted by this Declaration on the date the deed is filed for record following the sale of the first Unit, and for any Additional

Property submitted by an Amendment to this Declaration on the date the deed is filed for record following the sale of the first Unit; in either case, to a purchaser in good faith for value.

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

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

27.05 **Appliances.** The valid assignment by the Declarant of the express and implied warranty of the manufacturer satisfies the Declarant's obligation with respect to ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances installed and furnished as part of the Unit by the Declarant. The warranty in Section 27.03 is limited to the installation of the appliances.

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

ARTICLE XXVIII **EMINENT DOMAIN**

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

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

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

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

ARTICLE XXIX
MISCELLANEOUS PROVISIONS

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

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

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

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

29.05 **Additional Consent Provisions.** In addition to any consent provisions set forth in the Condominium Organizational Documents, the consent of Eligible Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders appertains shall be required for the following:

- (a) An increase in assessments that raise the previously assessed amount by more than twenty-five percent (25%);
- (b) A reduction in the reserves for maintenance, repair or replacement of Common Element Improvements;
- (c) The imposition of any new restrictions affecting the leasing of a Unit;
- (d) The imposition of any new restrictions affecting the sale of a Unit;

(e) The 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;

(f) A substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;

(g) A decision by the Association to establish self-management if the professional management has been required previously by the Condominium Organizational Documents or by an Eligible Holder or by a Majority of Unit Owners.

29.06 Additional Notice Provisions. In addition to any notice provision set forth in the Condominium Organizational Documents, an Eligible Holder shall be provided with copies of the following related to the Unit secured by such first mortgage or to the Condominium in general:

(a) A copy of any and all notices and other documents permitted or required by the Condominium Organizational Documents to be given to the Unit Owner;

(b) A copy of any lien filed by the Association against a Unit;

(c) Any proposed Amendment affecting a change in the boundaries of the Unit or in its exclusive easement rights appertaining thereto; in the interests of a Unit to the Common Element or its liability for the Common Expenses; the voting rights of a Unit or Unit Owner; or to the purposes to which any Unit or the Common Elements are restricted;

(d) Any proposed termination of the Condominium;

(e) Any condemnation loss or any casualty loss affecting a material portion of the Condominium or affecting a Unit;

(f) Any delinquency in the payment of assessments exceeding sixty (60) days for a Unit;

(g) Any lapse, cancellation or material modification of insurance coverage.

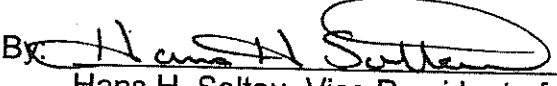
29.07 Availability of Condominium Instruments and Financial Statements. Upon request and at reasonable charge, the Association shall make available to any Unit Owner, lenders, first mortgage holders, and prospective purchasers, copies of the Condominium Instruments and the most recent audited financial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

- 29.08** **No Adverse Action by Declarant.** That so long as said Declarant, his successors and assigns own one or more of the Units established and described herein, said Declarant, his successors and assigns shall be subject to the provisions of this Declaration and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.
- 29.09** **Headings.** The heading of each Article and to each Section hereof is inserted only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.
- 29.10** **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.
- 29.11** **Deposits or Down Payments.** Any deposit or down payment made in connection with the sale of a Condominium Ownership Interest will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser or forfeited to the Developer, and that if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser or added to any forfeiture to the Developer.
- 29.12** **Developer's Interest in Common Elements.** Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, the Developer will not retain a property interest in any of the Common Elements after control of the Condominium is assumed by the Association.
- 29.13** **Rights and Obligations of Developer as a Unit Owner.** The Developer will assume the rights and obligations of a Unit Owner in its capacity as an owner of Condominium Ownership Interests not yet sold, including without limitation, the obligation to pay Common Expenses, including reserves, attaching to such interests from the date the Declaration is Recorded.
- 29.14** **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.
- 29.15** **Full Compliance.** The Condominium has been created and exists in full compliance with the requirements of the Ohio Condominium Act, and all other applicable law.

29.16 **Gender and Grammar.** Any necessary grammatical changes required to make the provisions hereof apply either to corporations, limited liability companies, partnerships, trusts, individuals, male or female, shall in all cases be assumed as in each case fully expressed herein.

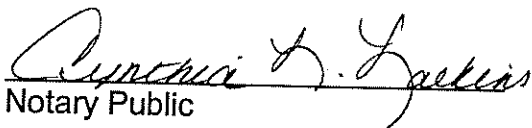
EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES WEST, LTD.

By: 
Hans H. Soltau, Vice President of
Charles V. Simms Development
Corporation, its sole member

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 15TH day of NOVEMBER, 2005 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes West, Ltd., an Ohio limited liability company, on behalf of such company.


Notary Public

Notary Public
in and for the State of Ohio
My commission expires 11-27-06

THIS INSTRUMENT PREPARED BY:

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/24/2005	200529401856	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CYNTHIA LARKINS
HANS H SOLTAU CO LPA
6776 LOOP RD
CENTERVILLE, OH 45459-2161

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1576740

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TWIN LAKES WEST CONDOMINIUM ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200529401856



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 19th day of October, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

2005 OCT 19 11:13:33

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation TWIN LAKES WEST CONDOMINIUM ASSOCIATION, INC.

SECOND: Location DAYTON MONTGOMERY
(City) (County)

Effective Date (Optional) _____
(mm/dd/yyyy) Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

SEE ATTACHED ADDENDUM

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)

_____ (No. of Shares) _____ (Type) _____ (Par Value)

Complete the information in this section if box (1), (2) or (3) is checked.


ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of TWIN LAKES WEST CONDOMINIUM ASSOCIATION, INC. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is


HANS H. SOLTAU
(Name)
6776 LOOP ROAD
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
CENTERVILLE, Ohio 45459
(City) (Zip Code)

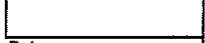
Must be authenticated by an authorized representative 
Authorized Representative

10-14-05
Date


Authorized Representative


Date


Authorized Representative


Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, HANS H. SOLTAU, named herein as the
Statutory agent for, TWIN LAKES WEST CONDOMINIUM ASSOCIATION, INC.
hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: 
(Statutory Agent)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

REQUIRED

Must be authenticated (signed) by an authorized representative (See instructions)

[Signature]

Authorized Representative

HANS H. SOLTAU

(print name)

10-14-05

Date

[Signature]

Authorized Representative

(print name)

[Signature]

Date

[Signature]

Authorized Representative

(print name)

[Signature]

Date

**ADDENDUM
 TO
 ARTICLES OF INCORPORATION
 OF
 TWIN LAKES WEST CONDOMINIUM ASSOCIATION, INC.**

2005 OCT 19 P.11-1-53

**ARTICLE III
PURPOSE AND POWERS**

Forthwith upon the creation of the Association the undersigned is creating a condominium under the provisions of Chapter 5311 of the Ohio Revised Code, known as Twin Lakes West Condominium ("the Condominium"). The purposes for which the Association is formed are to be and act as the unit owners association for the Condominium, to provide for the maintenance, preservation and architectural control of the property of the Condominium and to promote the health, safety and welfare of the owners, residents and tenants of the Condominium, and for these purposes to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, and the Declaration and By-Laws of the Condominium ("the Articles, "the Declaration" and "the By-Laws", respectively);
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money to fulfill its purposes and to pledge assets of the Association (including, without limitation, the right of the Association to levy assessments) as security for such borrowing;
- (e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Condominium or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive or terminate, in whole or in part, any of the same;

- (f) provide the residents, tenants and Unit owners of the Condominium with (i) normal utility services not separately provided to individual Units, (ii) services supplemental to municipal services, and (iii) Common Areas maintenance service;
- (g) be, function and act as the unit owners association of the Condominium, under the provisions of Chapter 5311 of the Ohio Revised Code, and delegate such authority as it desires to a managing agent;
- (h) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law; and
- (i) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 5311 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the By-Laws.

ARTICLE VI **MEMBERSHIP**

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

ARTICLE VII **BOARD OF DIRECTORS**

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

<u>Name</u>	<u>Address</u>
Charles H. Simms	2785 Orchard Run Road Dayton, Ohio 45449
Leslie Nagel	2785 Orchard Run Road Dayton, Ohio 45449

Hans H. Soltau

6776 Loop Road
Centerville, Ohio 45459

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

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

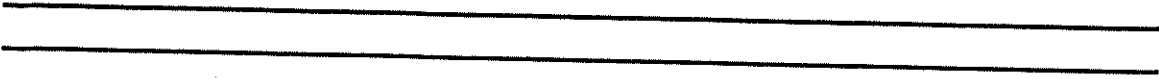
ARTICLE VIII **NOTICE AND QUORUM**

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

ARTICLE IX **INDEMNIFICATION**

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

EXHIBIT "C"



TWIN LAKES WESTCONDOMINIUM ASSOCIATION, INC.

CONDOMINIUM ASSOCIATION BY-LAWS



BY-LAWS
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CONDOMINIUM ASSOCIATION BY-LAWS

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

ARTICLE I **THE ASSOCIATION**

1.01 **Name of Association.** The Association shall be an Ohio corporation, not-for-profit, and shall be called **TWIN LAKES WEST CONDOMINIUM ASSOCIATION, INC.**

1.02 **Membership and Voting Rights.** Membership requirements and the voting rights of its Members are set forth in the Declaration.

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

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

1.05 **First Meeting.** The first meeting of the Members shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

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

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

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

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

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

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

ARTICLE II
GENERAL POWERS OF THE ASSOCIATION

2.01 **General.** The Association shall have the following authority and power:

- (a) Hire and fire managing agents, attorneys, accountants and other independent contractors and employees that the board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (b) Commence, defend, intervene in, settle or compromise any civil, criminal or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two (2) or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Adopt Rules and Regulations that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification and appearance of the Units, Common Elements and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (f) Cause additional improvements to be made as part of the Common Elements;
- (g) Purchase, encumber, and convey Units and, subject to the requirements set forth in this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use and operation of that interest are Common Expenses;
- (h) Acquire, encumber and convey or otherwise transfer personal property;
- (i) Hold in the name of the Association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;
- (j) Grant easements, leases, licenses and concessions through or over the Common Elements;
- (k) Impose and collect fees or other charges for the use, rental or operation of the Common Elements or for services provided to Unit Owners;

- (l) Impose interest and late charges for the late payment of assessments and impose returned check charges;
- (m) Promulgate and, pursuant to the provisions of the Condominium Organizational Documents, impose reasonable enforcement assessments for violations of the Condominium Organizational Documents and Rules and Regulations, and reasonable charges for damage to the Common Elements or other property;
- (n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;
- (o) Impose reasonable charges for preparing, recording or copying Amendments, resale certificates or statements of unpaid assessments;
- (p) Enter into 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;
- (q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the Members;
- (r) Suspend the voting privileges and use of recreational facilities of a Unit Owner or the Occupants, the Owners of which are delinquent in the payment of assessments for more than thirty (30) days;
- (s) Purchase insurance and fidelity bonds required by the Underwriters, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;
- (t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
- (u) Exercise powers that are:
 - (1) Conferred by the Condominium Organizational Documents, or Ohio law;
 - (2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation'
 - (3) Permitted to be exercised in Ohio by a not-for-profit corporation;

(4) Necessary and proper for the government and operation of the Association.

ARTICLE III **BOARD OF DIRECTORS**

3.01 **Number and Qualification.** The affairs of the Association shall be governed by a Board composed of five (5) Persons, all of whom must be Unit Owners or spouses of Unit Owners, or if the unit is not owned by an individual, then any principal, member of a limited liability company, partner, director, officer, employee, trustee of such Unit Owner may be nominated and serve on the Board. If, at any one time one (1) Eligible Holder shall hold mortgages upon more than fifty percent (50%) of the Units, such Eligible Holder may designate its representative who shall be a sixth member of the Board. Such representative need not be a Unit Owner or Occupant.

3.02 **Election of Directors.** The required directors shall be elected at each annual meeting of the Members. Only persons nominated as candidates shall be eligible for election as directors and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are vacancies in the Board due to the expiration of their terms; provided, however that a vacancy in the position of a representative of an Eligible Holder, if any, shall be filled by such Eligible Holder.

3.03 **Vacancies During the Term.** In the event of the occurrence of any vacancy or vacancies on the Board during the term of such director(s), the remaining directors, though less than a majority of the whole authorized number of directors, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however that a vacancy in the position of a representative of an Eligible Holder, if any, shall be filled by such Eligible Holder.

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

3.05 **Removal of Directors.** At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of

the Association, except that a director, if any, acting as a representative of a lending institution may not be removed by such vote. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at such meeting. In the event that a director is removed by vote, his successor shall then and there be elected to fill the vacancy thus created.

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

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

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

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

3.10 Electronic Communication. Meetings of the Board may be held by any method of communication, including electronic or telephonic communications, provided that each director can hear, participate and respond to every other member.

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

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

ARTICLE IV POWERS OF THE BOARD

4.01 General. 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 no 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 Elements;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish Rules and Regulations:
 - (i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
 - (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;
 - (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Condominium Organizational Documents; and
 - (iv) establishing 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 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 such Director shall be absent from three (3) consecutive regular meetings of the Board;

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and 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 agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents;

(j) cause funds of the Association to be invested in such reasonable investments as the Board may, from time to time, determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to levy assessments upon the members; and

(l) 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.

ARTICLE V **DUTIES OF THE BOARD**

5.01 **General.** 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 Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing a Majority of the 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 the 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, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration to be enforced;
and

(h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

ARTICLE VI OFFICERS

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

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

6.03 **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Condominium Organizational Documents.

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

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

ARTICLE VII **BOOKS**

7.01 **General.** The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, the Condominium Organizational Documents; current Rules and Regulations; names and addresses of the Unit Owners and their respective Percentage of Ownership; actions and Board resolutions, minutes of all meetings of Members and the Board, documents relating to its financial condition, all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the Common Profits, Common Losses and Common Expenses among and from the Unit Owners and annual audited financial statements when such are prepared.

7.02 **Availability.** Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, Eligible Holder, insurer or guarantor of a first mortgage on a Unit, may examine and copy any of the foregoing books, records and financial statements pursuant to reasonable standards established in the Condominium Organizational Documents or by Rules and Regulations which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copies, and the specification of a reasonable fee for copying the documents.

7.03 **Limitations.** Notwithstanding the foregoing section, the Association shall not be required to permit the examination and copying of any of the following:

(a) information that pertains to Condominium Property related personnel matters;

(b) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property related matters;

(c) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) information that relates to the enforcement of the Condominium Organizational Documents or Rules and Regulations of the Association against Unit Owners; or

(d) information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII

PURPOSE OF ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
DETERMINATION AND PAYMENT OF ASSESSMENTS

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

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

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

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

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

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

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

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

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

ARTICLE X
GENERAL PROVISIONS

10.01 **Copies of Notices to Eligible Holders.** Upon written request to the Board, Eligible Holders shall be given a copy of any and all notices and other documents permitted or required by the Condominium Organizational Documents to be given to the Unit Owner or Unit Owners whose Unit ownership is subject to such mortgage, and a copy of any lien filed by the Association.

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

10.03 **Non-Waiver of Covenants.** No covenants, restrictions, conditions, obligations or provisions contained in the Condominium Organizational Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

10.04 **Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Condominium Organizational Documents shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

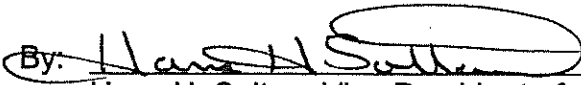
10.05 **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

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

10.07 **Gender and Grammar.** Any necessary grammatical changes required to make the provisions hereof apply either to corporations, limited liability companies, partnerships, trusts, individuals, male or female, shall in all cases be assumed as in each case fully expressed herein.

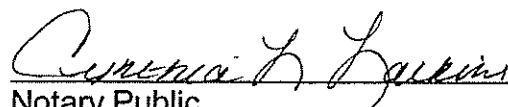
EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES WEST, LTD.

By: 
Hans H. Soltau, Vice President of
Charles V. Simms Development
Corporation, its sole member

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 15TH day of NOVEMBER, 2005 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes West, Ltd., an Ohio limited liability company, on behalf of such company.


Notary Public

Notary Public
in and for the State of Ohio
My commission expires 11-27-06

THIS INSTRUMENT PREPARED BY:

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

EXHIBIT "D"

Situate in the Township of Washington, County of Montgomery, State of Ohio and being Lots Numbered 1 and 2 of Twin Lakes at Spring Valley, Section 2, as recorded in Plat Book 201, Page 29 of the Plat Records of Montgomery County, Ohio

EXCEPTING THEREFROM, the property described in Exhibit "A" of this Declaration.