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KARL L. KEITH
AUDITOR

DECLARATION OF CONDOMINIUM PROPERTY
FOR
TWIN LAKES AT SPRING VALLEY 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: 6/20, 2003

By: Karl L. Keith
Montgomery County Auditor

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DECLARATION
TABLE OF CONTENTS

RECITALS	1
DECLARATIONS	1
ARTICLE I		
DEFINITIONS	2
1.01	General	2
1.02	Additional Property.....	2
1.03	Agent.....	2
1.04	Amendment and/or Amendments.....	2
1.05	Articles and/or Articles of Incorporation.....	2
1.06	Association.....	2
1.07	Board of Managers.....	2
1.08	By-Laws	2
1.09	Common Areas and/or Common Areas and Facilities	2
1.10	Common Assessments	2
1.11	Common Expenses.....	3
1.12	Common Losses	3
1.13	Common Profits	3
1.14	Common Surplus	3
1.15	Condominium.....	3
1.16	Condominium Development.....	3
1.17	Condominium Instruments	3
1.18	Condominium Ownership Interest.....	3
1.19	Condominium Property	3
1.20	Control Period	3
1.21	Declarant.....	4
1.22	Declaration	4
1.23	Developer.....	4
1.24	Development Period.....	4
1.25	Drawings	4
1.26	Exhibit	4
1.27	Insurance Trustee	4
1.28	Limited Common Areas and/or Limited Common Areas and Facilities	4
1.29	Majority of Unit Owners.....	4
1.30	Managing Agent.....	4
1.31	Member.....	4

1.32	Percentage of Ownership.....	4
1.33	Person.....	5
1.34	Quorum	5
1.35	Recorded.....	5
1.36	Rules and Regulations	5
1.37	Special Individual Unit Assessment	5
1.38	Unit.....	5
1.39	Unit Owner	5

**ARTICLE II
NAME, PURPOSE AND ADMINISTRATION..... 5**

2.01	Name	5
2.02	Purpose.....	5
2.03	Administration	5

**ARTICLE III
LEGAL DESCRIPTION OF PREMISES..... 6**

3.01	Legal Description	6
------	-------------------------	---

**ARTICLE IV
DESCRIPTION AND LOCATION OF BUILDING(S)..... 6**

4.01	General	6
4.02	Specific.....	6
4.03	Location.....	6

**ARTICLE V
DESCRIPTION OF UNITS** 6

5.01	General	6
5.02	Type of Units	7
5.03	Designation of Units by Type	7
5.04	Unit Room Configurations	7

**ARTICLE VI
DESCRIPTION OF COMMON AREAS..... 8**

6.01	General	8
6.02	Easements	8
6.03	Status	8

ARTICLE VII		
DESCRIPTION OF LIMITED COMMON AREAS		8
7.01	General Uses	8
7.02	Specific Uses	8
ARTICLE VIII		
USE OF COMMON AREAS		9
8.01	General	9
ARTICLE IX		
OWNERSHIP OF COMMON AREAS		9
9.01	Percentage of Ownership.....	9
9.02	Computation.....	9
9.03	Amendment.....	9
ARTICLE X		
REGULATION OF COMMON AREAS		10
10.01	General	10
10.02	Penalties and Fines.....	10
10.03	Conflict	10
ARTICLE XI		
RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY		10
11.01	Obstruction of Common Areas	10
11.02	Hazardous Uses and Waste.....	10
11.03	Exterior Surfaces of Building(s).....	10
11.04	Animals and Pets	11
11.05	Nuisances	11
11.06	Impairment of Structural Integrity of Building(s)	11
11.07	Laundry or Rubbish in the Common Areas	11
11.08	Lounging or Storage in Common Areas	11
11.09	Prohibited Activities	11
11.10	Alteration of Common Areas	11
11.11	Rental.....	11
11.12	Declarant.....	12

ARTICLE XII		
UNIT OWNERS' ASSOCIATION		12
12.01	General	12
12.02	Membership in the Association	12
12.03	Voting Rights.....	12
12.04	Service of Process	13
12.05	First Meeting of Association	13
12.06	Declarant's Rights	13
12.07	Computation.....	13
12.08	Turnover.....	13
12.09	Contract Limitations	13
12.10	Limitations.....	13
12.11	No Active Business to be Conducted for Profit.....	14
12.12	Delegation of Duties.....	14
12.13	Special Services.....	14
 ARTICLE XIII		
AMENDMENT OF DECLARATION AND BY-LAWS		14
13.01	General	14
13.02	Mortgage or Mortgagee.....	14
13.03	Declarant's Rights	14
13.04	Limited Declarant's Rights.....	14
13.05	Prohibition	15
 ARTICLE XIV		
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS		
AND IMPROVEMENTS.....		15
14.01	Association.....	15
14.02	Delegation to Managing Agent.....	15
14.03	Mortgagee.....	15
14.04	Unit Owner	15
14.05	Exterior Surfaces.....	16
14.06	Failure to Maintain.....	16
14.07	Construction Defects.....	17
14.08	Effect of Insurance or Construction Guarantees	17
 ARTICLE XV		
EASEMENTS		17
15.01	Encroachments.....	17
15.02	Easements for Repair, Maintenance and Restoration.....	18

15.03	Easements Through Walls Within Units	18
15.04	Easements for Certain Utilities and Cable Television.....	18
15.05	Easements for Construction	18
15.06	Tie-In Easements	18
15.07	Service Easements	18
15.08	Water Easement	19
15.09	Emergency Easement.....	19
15.10	Additional Property Easement.....	19
15.11	Ingress and Egress Easement	19
15.12	Consent to Easements	19
15.13	Easements Shall Run With Land.....	19

ARTICLE XVI

HAZARD INSURANCE 19

16.01	Fire and Extended Coverage Insurance.....	19
16.02	Prohibition	20
16.03	Certificates and Notice of Cancellation	20
16.04	Subrogation.....	20
16.05	Mortgagee's Rights	20
16.06	Sufficient Insurance.....	21
16.07	Insufficient Insurance	21
16.08	Procedure for Reconstruction or Repair.....	21
16.09	Construction Funds	21
16.10	Adjustment	22
16.11	Non-Restoration of Damage or Destruction	22
16.12	Deductible	22

ARTICLE XVII

INSURANCE TRUSTEE..... 22

17.01	General	22
17.02	Selection Prior to a Loss	22
17.03	Selection After a Loss	23
17.04	Non-Liability	23
17.05	Procedure for Reconstruction or Repair in an Insurance Trustee Has Been Selected	23
17.06	Reliance	23

ARTICLE XVIII

LIABILITY AND OTHER INSURANCE 24

18.01	Liability Insurance	24
18.02	Prohibition	24

18.03	Insufficient Liability Insurance	24
18.04	Other Insurance	24
18.05	Amount of Fidelity Coverage	24
18.06	Notice of Cancellation or Substantial Changes	24
18.07	Annual Review	24

ARTICLE XIX

REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY 25

19.01	General	25
-------	---------------	----

ARTICLE XX

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS 25

20.01	Abatement and Enjoyment	25
20.02	Involuntary Sale	25
20.03	Civil Action	26
20.04	Proper Party	26

ARTICLE XXI

ASSESSMENTS AND LIEN OF ASSOCIATION 26

21.01	General	26
21.02	Division of Common Profits and Common Expenses	27
21.03	Non-Use of Facilities	27
21.04	Acceleration and Late Charges	27
21.05	Lien of Association	27
21.06	Term and Validity of Lien	27
21.07	Priority of Association's Lien	27
21.08	Special Individual Unit Assessment	28
21.09	Dispute as to Common Expenses	28
21.10	Non-Liability of Mortgagee for Past Due Common Expenses	28
21.11	Liability for Assessments upon Voluntary Conveyance	28

ARTICLE XXII

ADDITIONAL PROPERTY

22.01	Contemplated Annexation by Declarant	29
22.02	Reservation of Option to Expand	29
22.03	Limitations on Declarant's Option	29
22.04	Additional Property	29
22.05	Location and Type of Improvements	29
22.06	Structures	30
22.07	Units	30

22.08	Limited Common Areas.....	30
22.09	Substantial Completion	30
22.10	F.H.A. Limitations.....	30
22.11	Reservation of Right to Amend Declaration	30
22.12	Consent and Approval for Annexation Amendments.....	30
22.13	Power of Attorney, Coupled With an Interest	31

ARTICLE XXIII

LIMITED WARRANTIES BY DECLARANT..... 31

23.01	Two (2) Year Limited Warranty	31
23.02	Commencement of Two (2) Year Limited Warranty	31
23.03	One (1) Year Limited Warranty	31
23.04	Commencement of One (1) Year Limited Warranty	31
23.05	Appliances.....	32
23.06	Assignment	32

ARTICLE XXIV

EMINENT DOMAIN..... 32

24.01	General	32
24.02	Common Areas	32
24.03	Damages.....	32
24.04	Reallocation	32

ARTICLE XXV

MISCELLANEOUS PROVISIONS..... 32

25.01	Grantees and Incorporation Into Deeds	32
25.02	Removal.....	33
25.03	Non-Waiver	33
25.04	Invalidity	33
25.05	Additional Notice Provisions.....	33
25.06	Prior Written Approval	34
25.07	Availability of Condominium Instruments and Financial Statements	34
25.08	No Adverse Action by Declarant	34
25.09	Limitation of Declarant's Liability	34
25.10	Headings.....	35
25.11	Liberal Construction	35
25.12	Deposits or Down Payments.....	35
25.13	Developer's Interest in Common Areas.....	35
25.14	Rights and Obligations of Developer as a Unit Owner	35
25.15	References.....	35
22.16	Full Compliance	35

SIGNATURES 36

DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made on the date hereinafter set forth by **SIMMS TWIN LAKES, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

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

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

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

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

DECLARATIONS

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

ARTICLE I
DEFINITIONS

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

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

1.12 Common Losses shall mean the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

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

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

1.15 Condominium shall mean Twin Lakes At Spring Valley Condominium, the condominium regime for the Condominium Property created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

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

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

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

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

1.20 Control Period shall mean a period of time five (5) years from the date on which this Declaration is Recorded or a period of time until seventy-five percent (75%) of the Condominium Ownership Interests have been sold and conveyed, whichever first occurs. For purposes hereof, the percentages of Condominium Ownership Interests sold

and conveyed by Declarant shall be determined by comparing the Condominium Ownership Interests sold and conveyed, to the total number of Condominium Ownership Interests created and which may be created pursuant to the provisions of the Declaration.

1.21 **Declarant** shall mean Simms Twin Lakes, Ltd., an Ohio limited liability company, its successors and assigns.

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

1.23 **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.

1.24 **Development Period** shall mean a period of time seven (7) years from the date on which this Declaration is Recorded.

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

1.26 **Exhibit** shall mean any document or instrument attached to the Declaration.

1.27 **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.

1.28 **Limited Common Areas and/or Limited Common Areas and Facilities** shall mean and include those Common Areas designated in this Declaration and in an Amendment as reserved for the use of a certain Unit or Units to the exclusion of the other Units.

1.29 **Majority of Unit Owners** shall mean those Unit Owners holding fifty-one percent (51%) of the voting power of the Association.

1.30 **Managing Agent** shall mean a manager or managing agent retained or employed by the Association pursuant to the provisions of the Declaration.

1.31 **Member** depending on its context, shall mean a Unit Owner that is subjected hereto and/or a member of the Association.

1.32 **Percentage of Ownership** shall mean the ownership interest of each Unit.

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

1.34 **Quorum** shall mean the presence in person or by proxy of a Majority of Unit Owners.

1.35 **Recorded** shall mean the recording with the Recorder of Montgomery County, Ohio.

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

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

1.38 **Unit** shall mean a part of the Condominium Property consisting of one or more rooms on one or more floors of a building(s) which are designated a Unit by this Declaration or Amendment thereto and are delineated on the Drawings and in the Drawings attached to an Amendment.

1.39 **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 At Spring Valley Condominium.

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

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

ARTICLE III
LEGAL DESCRIPTION OF PREMISES

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

ARTICLE IV
DESCRIPTION AND LOCATION OF BUILDING(S)

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

(a) Building No. 3 is two (2) stories in height, containing 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(s) have access to Spring Valley Pike, a public roadway through a permanent easement across Additional Property.

ARTICLE V
DESCRIPTION OF UNITS

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

- (a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material(s) applied to the interior surface of such perimeter walls, floors and ceilings;
- (b) All windows, screens and doors, including the frames, sashes and jams and the space occupied thereby;

- (c) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building(s) or from the point of disconnection of utility pipes, lines or systems serving the entire building(s) or more than one Unit thereof, whichever may be applicable;
- (d) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;
- (e) All interior walls, floors and ceilings;
- (f) All plumbing, electric, heating, security, alarm, vacuum, cooling and other utility lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit.

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

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

- (a) Erie is a two (2) story townhouse containing approximately 1,848 square feet which includes a two (2) car garage.
- (b) Superior is a two (2) story townhouse containing approximately 1,773 square feet which includes a one (1) car garage.

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

<u>Unit No.</u>	<u>Type</u>
9259, 9269	Erie
9261, 9263, 9265, 9267	Superior

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

ARTICLE VI
DESCRIPTION OF COMMON AREAS

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

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

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

ARTICLE VII
DESCRIPTION OF LIMITED COMMON AREAS

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

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

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

ARTICLE VIII
USE OF COMMON AREAS

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

ARTICLE IX
OWNERSHIP OF COMMON AREAS

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

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
9259	17.130	9265	16.435
9261	16.435	9267	16.435
9263	16.435	9269	17.130

9.02 **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.

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

ARTICLE X
REGULATION OF COMMON AREAS

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

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

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

ARTICLE XI
RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

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

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

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

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

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

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

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

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

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

11.10 **Alteration of Common Areas.** Nothing shall be altered, constructed in, or removed from the Common Areas except as herein provided.

11.11 **Rental.** The respective Unit shall not be rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than

thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services. Other than the foregoing obligations, and subject to the Rules and Regulations, the Unit Owners shall have the right to lease the same, provided that the said lease is in writing and is made subject to the covenants and restrictions in this Declaration.

11.12 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 XII

UNIT OWNER'S ASSOCIATION

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

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

12.03 Voting Rights. There shall be one (1) vote for each of the 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.

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII **AMENDMENT OF DECLARATION AND BY-LAWS**

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

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

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

13.04 **Limited Declarant's Right.** In addition to any other rights granted Declarant in this Declaration, the Declarant shall have and hereby reserves the right and power, and each Unit Owner by the acceptance of a deed is deemed to and does give, grant and confer to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to the Unit and is irrevocable during the Development Period to amend

this Declaration, the By-Laws or any other Exhibits hereto and to execute any and all documents deemed necessary or desirable by Declarant to conform to its development plans, or requirements of any lending institution, or to correct scrivener or typographical mistakes or drafting inconsistencies.

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

ARTICLE XIV
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

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

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

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

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

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

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

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

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

14.06 **Failure to Maintain.** In the event a Unit Owner shall fail to maintain his Limited Common Area to such extent that in the opinion of the Board of Managers the conditions require maintenance, repair or service for purposes of protecting the public

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

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

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

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

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

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

safety or residents in or visitors to the Condominium, or in order to prevent or avoid damage or destruction of any part, portion or aspect of the value thereof, the Association shall have the right, upon approval of the majority of the Board of Managers, to enter upon that Limited Common Area and maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a Special Individual Unit Assessment chargeable to such Unit.

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

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

ARTICLE XV **EASEMENTS**

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

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

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

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

15.11 **Ingress and Egress Easement.** Declarant hereby grants to each Unit Owner a right-of-way and easement over and through the ingress and egress easement depicted and shown on Twin Lakes At Spring Valley, Section One, as Recorded at Plat Book 190, Page 4 of the Plat Records of Montgomery County, Ohio. Such easement shall be permanent; provided however, such easement shall be terminated upon the filing of an Amendment(s) including such area as part of the Condominium Property.

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

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

ARTICLE XVI **HAZARD INSURANCE**

16.01 **Fire and Extended Coverage Insurance.** The Association shall obtain and maintain for the benefit of all Unit Owners and mortgagees, insurance on all building(s), structures or other improvements now or at any time hereafter constituting a part of the

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

16.02 **Prohibition.** No Unit Owner may purchase an individual policy of fire and extended coverage insurance for his Unit or his interest in the Common Areas as real property. If irrespective of this prohibition a Unit Owner purchases 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.

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

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

16.05 **Mortgagee's Rights.** If the required insurance coverage under this Article ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply

that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association, shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property, and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by an assessment against all Unit Owners and shall not require a vote of the Members, anything to the contrary in this Declaration notwithstanding.

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

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

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

16.09 **Construction Funds.** The insurance proceeds and the sums received by the Association from the collection of assessments against Unit Owners on account of such

casualty shall be considered a special construction fund to be disbursed by the Association to the payment of the cost of reconstruction and repair of Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

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

16.11 **Non-Restoration of Damage or Destruction.** In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Units, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction; provided the consent of the holders, insurers or guarantors of first mortgages on over fifty-one percent (51%) of the Units has been first obtained. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition by any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective Percentage of Ownership. No Unit Owner shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

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

ARTICLE XVII **INSURANCE TRUSTEE**

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

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

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

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

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

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

ARTICLE XVIII
LIABILITY AND OTHER INSURANCE

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

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

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

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

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

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

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

ARTICLE XIX
REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

19.01 **General.** The Association may by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board of Managers shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit, subject to such liens and encumbrances, to the President of the Association as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board of Managers cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three (3) appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board of Managers and the third of which shall be appointed by the first two appraisers.

ARTICLE XX
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

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

20.02 **Involuntary Sale.** If any Unit Owner, either by his own conduct or by the conduct of any other occupant of his Unit, shall violate any of the covenants or restrictions or provisions of this Declaration, or of the By-Laws, or the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to

terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board of Managers against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of the defaulting Unit Owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Unit Owner in the property shall be sold, subject to the lien of any existing mortgage, at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, masters or commissioner's fees, and all other expenses of the proceedings, and all such items shall be taxes against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, other than that of the first mortgage, may be paid to the Unit Owner. Upon the confirmation of such sale the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale and the decree shall so provide that the purchaser shall take the interest in the property sold subject to this Declaration.

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

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

ARTICLE XXI

ASSESSMENTS AND LIEN OF ASSOCIATION

21.01 General. Assessments for the maintenance, repair and insurance of the Common Areas and for the insurance of the Units, together with the payment of the

Common Expenses, shall be made in the manner provided herein and in the manner provided in the By-Laws. Such assessments are the personal obligation of a Unit Owner together with any costs and/or expenses, including reasonable attorney's fees incurred by the Association in any foreclosure or collection action.

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

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

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

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

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

21.07 **Priority of Association's Lien.** The lien provided for in the preceding Section is prior to any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been

filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President, pursuant to authority given to him by the Board of Managers. In the foreclosure action the Unit Owner shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action the Association, duly authorized by action of its Board of Managers, is entitled to become a purchaser at the foreclosure sale.

21.08 **Special Individual Unit Assessment.** Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense, including without limitation filing fees and/or attorney's fees, for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission or failure to pay assessments or comply with the provisions of the Declaration or Rules and Regulations of and by any Unit Owner or his 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.

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

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

21.11 **Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Such grantee hereby expressly assumes and agrees to pay such assessments. However, upon request any such grantee and his mortgagee shall be entitled to a statement from the Board of Managers setting forth the amount of all unpaid and current

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

ARTICLE XXII **ADDITIONAL PROPERTY**

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

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

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

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

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

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

22.07 **Units**. There will be a maximum of seventy-one (71) Units constructed on the Additional Property, with a density not to exceed eight (8) Units per acre. Such Units need not be substantially identical to the Units constructed on the Condominium Property. Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the types of Units that may be created on the Additional Property.

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

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

22.10 **F.H.A. Limitations**. Unless otherwise approved by the Federal Housing Administration, all Units constructed on the Additional Property shall be two-story townhouse Units and the maximum number of phases shall be six (6).

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

22.12 **Consent and Approval for Annexation Amendments**. Declarant, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the

provisions of this Article, including without limiting the generality of the foregoing, the Amendment of this Declaration by Declarant, and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

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

ARTICLE XXIII

* **LIMITED WARRANTIES BY DECLARANT**

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

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

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

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

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

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

ARTICLE XXIV EMINENT DOMAIN

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

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

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

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

ARTICLE XXV MISCELLANEOUS PROVISIONS

25.01 **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.

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

25.03 **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.

25.04 **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.

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

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

- (g) Any lapse, cancellation or material modification of insurance coverage.

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

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

25.07 **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.

25.08 **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.

25.09 **Limitation of Declarant's Liability.** Unless otherwise provided in this Declaration or by statute, neither Declarant nor his representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws or in Declarant's capacity as Developer, contractor, owner, manager or seller of the Condominium Property, whether or not such claim shall: (a) be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming

through any of them; (b) be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) arise ex contractu or, except in the case of gross negligence, ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for or arising by reason of the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association and their respective Agents, employees, guests, invites, or by reason of any neighboring property or personal property located on or about the Condominium Property.

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

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

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

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

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

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

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

EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES, LTD.

By: Charles H. Simms
Charles H. Simms, 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 5TH day of June, 2002 by Charles H. Simms, President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes, Ltd., an Ohio limited liability company, on behalf of such company.

Antonia R. Lukins
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

"A"

DESCRIPTION OF
TWIN LAKES CONDOMINIUMS
PHASE 1
WASHINGTON TOWNSHIP, OHIO
CONTAINING 0.734 ACRES
JUNE 4, 2003

Situate in Section 5, Township 2, Range 5, MRs., Washington Township, County of Montgomery, State of Ohio, and being part of Parcel 1 as conveyed to Simms Twin Lakes, LTD., by Instrument Record Number 02-125908 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin (found), said point being the Northwest corner of said Parcel 1 as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 in the Deed and Plat Records of Montgomery County, said point also being the Northeast corner of Parcel III as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 in the Deed and Plat Records of Montgomery County;

thence along the West line of said Parcel 1 and the East line of said Parcel III, South four degrees twelve minutes fifty-three seconds West (S04°12'53"W) for four hundred fifty-five and 68/100 feet (455.68') to a point, said point also being TRUE POINT OF BEGINNING of the herein described tract of land;

thence leaving the West line of said Parcel 1 and the East line of said Parcel III, along a new division line, South eighty-one degrees seven minutes two seconds East (S81°07'02"E) for one hundred seventy-eight and 55/100 feet (178.55') to a point;

thence continuing along the new division line South eight degrees fifty-two minutes fifty-eight seconds West (S08°52'58"W) for one hundred eighty-seven and 06/100 feet (187.06') to a point;

thence continuing along the new division line North eighty-one degrees seven minutes two seconds West (N81°07'02"W) for one hundred sixty-three and 27/100 feet (163.27') to a point in the West line of said Parcel 1, said point also being in the East line of said Parcel III;

thence along the West line of said Parcel 1 and the East line of Parcel III, North four degrees twelve minutes fifty-three seconds East (N04°12'53"E) for one hundred eighty-seven and 68/100 feet (187.68') to the TRUE POINT OF BEGINNING, containing zero and 734/1000 (0.734) 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 Condominiums
Phase 1
Washington Township, Ohio**

June 4, 2003

Page 2

This description was prepared from a field survey performed by Woolpert LLP under the direct supervision of Eric W. Hafer, Ohio Professional 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

**Eric W. Hafer
Professional Surveyor # 8038**

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bldg3\PHASE 1 TWN LK.doc

CONDOMINIUM PLAN
TWIN LAKES A1 SPRING VALLEY
CONDOMINIUM PHASE 1
 BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
 AS RECORDED IN PLAT BOOK 190, PAGE 4
 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

Date: June 2, 2003

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, 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.
 MELBORE C. BUCK
 Notary Public in and for State of Ohio
 My Commission expires: 7-6-07



State of Ohio,
 Be it remembered that on this 2nd day of June, 2003, before me, the undersigned, a
 Notary Public in and for the State of Ohio, personally came Simms Twin Lakes, 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.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date
 above written.

Melbore C. Buck
 Notary Public in and for State of Ohio
 My Commission expires: 7-6-07



"Mortgage" Bank One, NA
 By: John E. Wilgert
John E. Wilgert, II

Signed on the date set
 forth in acknowledgement:

State of Ohio,
 Be it remembered that on this 2nd day of June, 2003, before me,
 the undersigned, Notary Public in and for State of Ohio, personally
 came Bank One, NA, by John E. Wilgert, II
 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.

Marilyn H. Kaylor
 Notary Public and for State of Ohio
 My Commission expires:

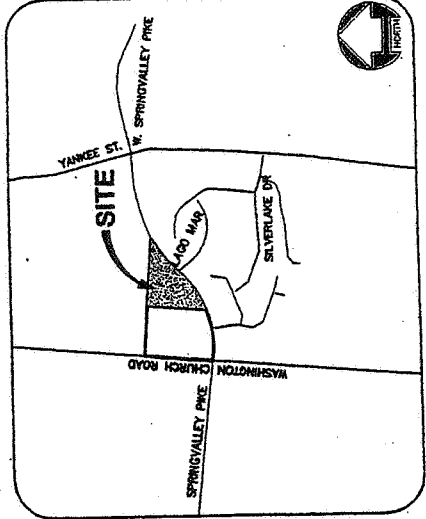
MARILYN H. KAYLOR
 Notary Public
 In and for the State of Ohio
 My Commission Expires
 November 3, 2007



LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.Rs.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 0.734 ACRES
 MAY 2003

PREPARED BY:

WOOLPERT LLP
 409 E. MONUMENT AVE.
 DAYTON, OHIO 45402
 937.461.6680
 FAX 937.461.0748



VICINITY MAP
 NTS



WOOLPERT LLP
 By: Eric W. Hofer
 Ohio Professional Surveyor #8038
 By: Patrick J. Malone
 Ohio Professional Engineer #E-57630

6/19/03
 DATE

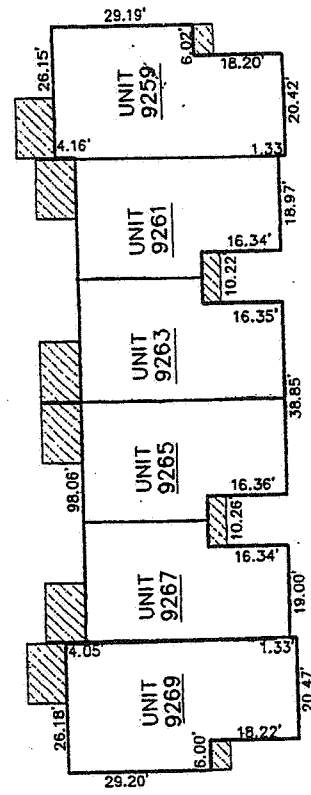
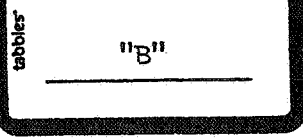
6/19/03
 DATE

CERTIFICATION:

The within Condominium Plan is Part of Lot 1 as recorded in ...
 Book 190, Page 4 in the Plat Records of Montgomery County,
 Ohio, containing 0.734 acres as conveyed to Simms Twin Lakes, LTD., as
 recorded in Instrument Record Number 02-125908 in the Deed Records of
 Montgomery County, Ohio.
 We hereby certify, as of the within date, that this Condominium Plan
 correctly shows the location of all buildings and structures situated on the
 premises.
 All measurements are certified correct. Curve distances are measured on
 the arc.



EXHIBIT



BUILDING NO. 3
 NTS

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS



CONDOMINIUM TWIN LAKES AT SPRING VALLEY CONDOMINIUM PHASE 1

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1 AS RECORDED IN PLAT BOOK 190, PAGE 4 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 0.734 ACRES
MAY 2003

PREPARED BY:



409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.481.5660
FAX: 937.481.0743

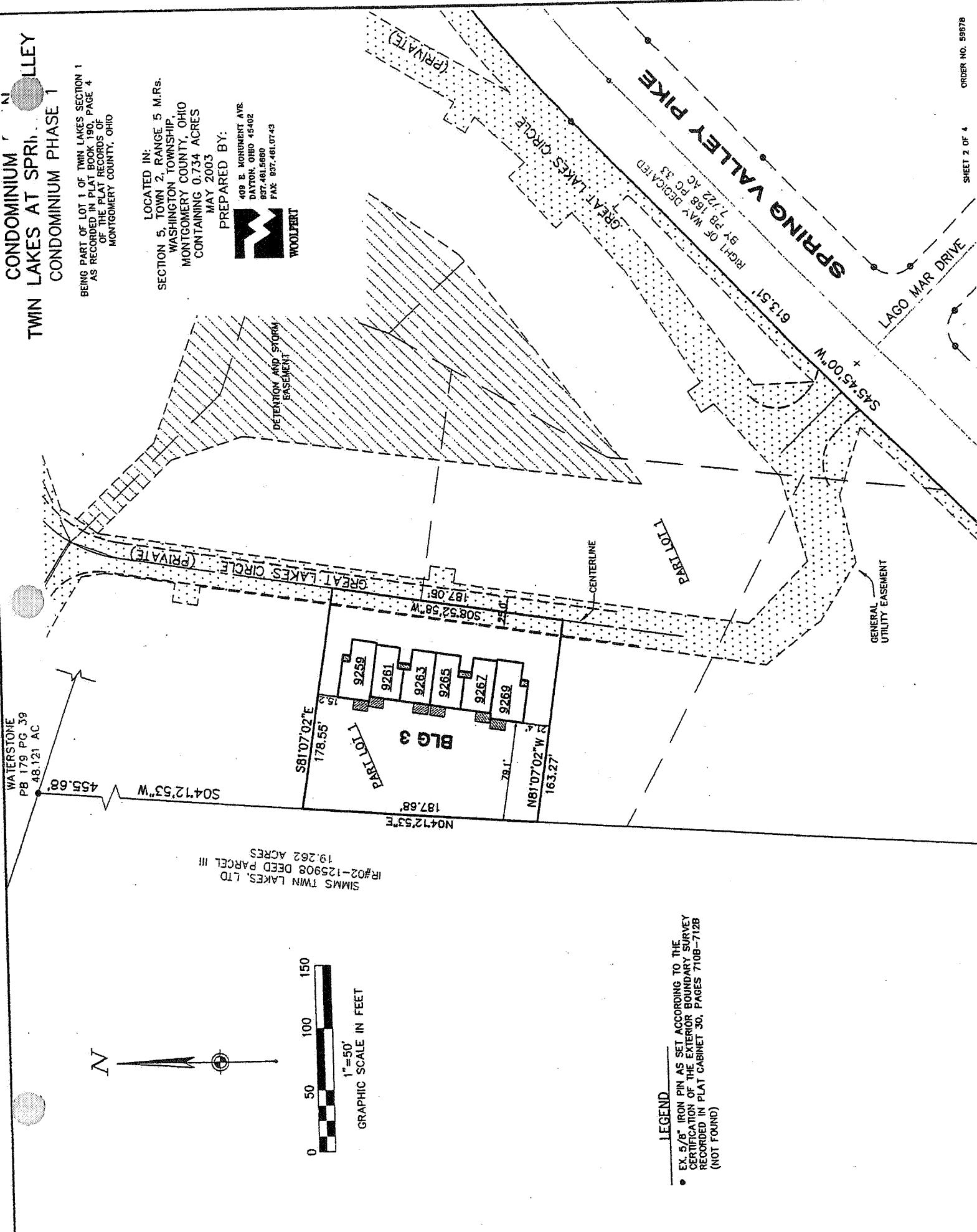
WATERSTONE
PB 179 PG 39
48.121 AC

SIMMS TWIN LAKES, LTD
R#02-125908 DEED PARCEL III
19.262 ACRES



1"=50'
GRAPHIC SCALE IN FEET

- LEGEND**
- EX. 5/8" IRON PIN AS SET ACCORDING TO THE CERTIFICATION OF THE EXTERIOR BOUNDARY SURVEY RECORDED IN PLAT CABINET 30, PAGES 710B-712B (NOT FOUND)



CONDOMINIUM PLAN TWIN LAKES AT SPRING CONDOMINIUM PHASE

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
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 0.734 ACRES
MAY 2003

PREPARED BY:



409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.461.5880
FAX: 937.461.0743

WOOLPERT LLP



INDICATES LIMITED COMMON
FOR PORCH AND PATIO



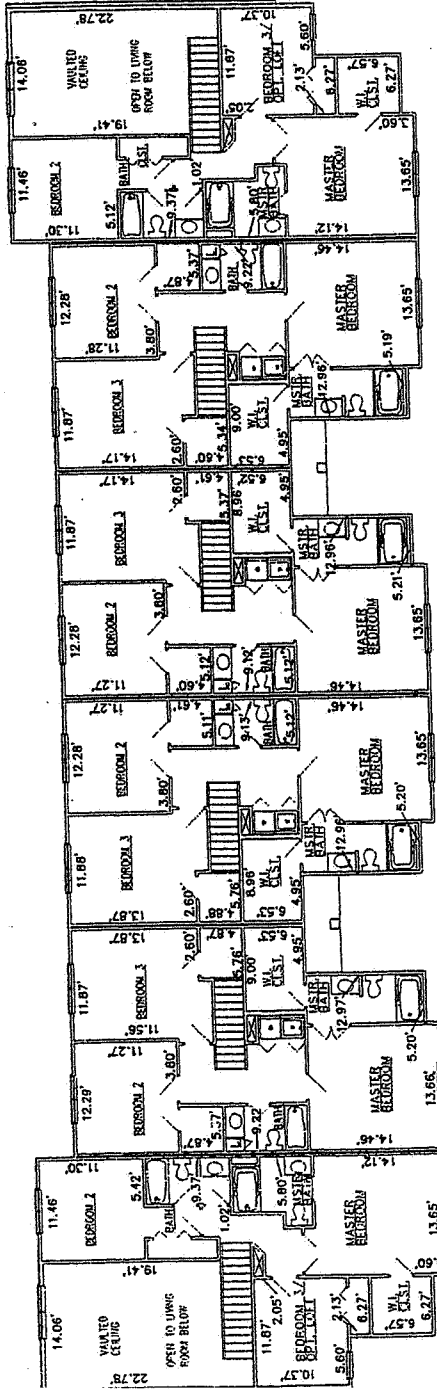
ALL BUILDINGS IN THIS PHASE
WERE BUILT PER PLAN AND
FIELD VERIFIED

NO UNITS HAD FIREPLACES AT
THE TIME THE MEASUREMENTS
WERE RECORDED

12.0'



PATIO
DETAIL
(TYPICAL)



9259
680 SQ.FT.
FF. 934.98
FC. 942.98

9261
849 SQ.FT.
FF. 934.98
FC. 942.98

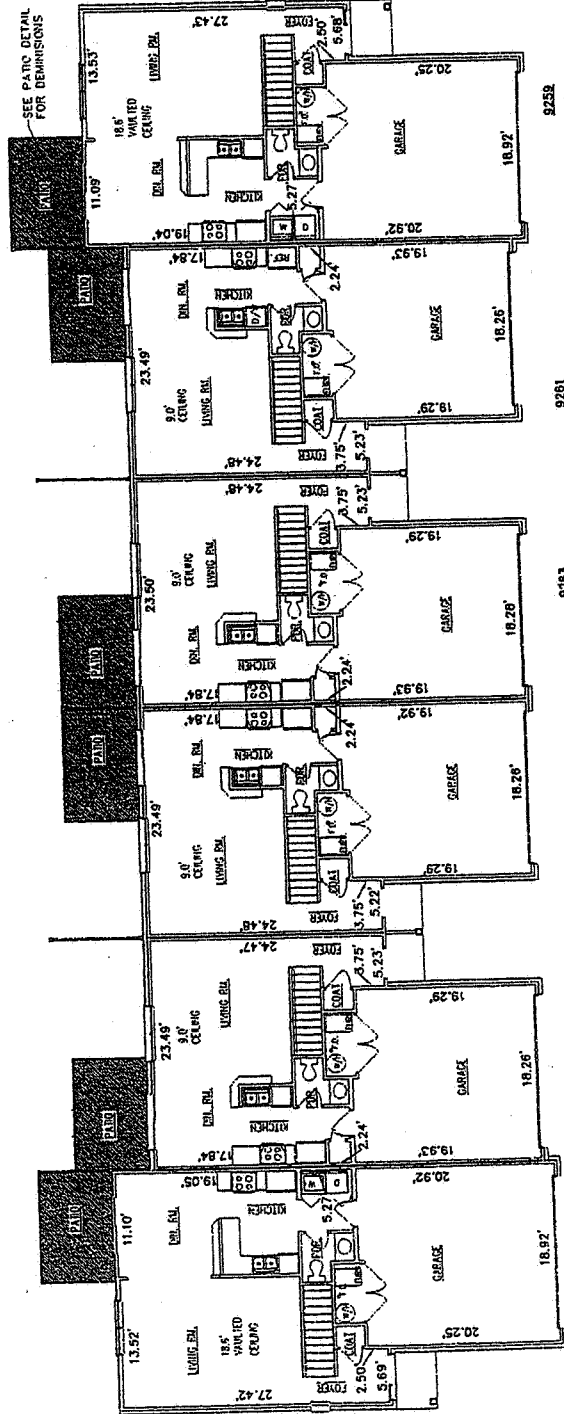
9263
849 SQ.FT.
FF. 934.98
FC. 942.98

9265
849 SQ.FT.
FF. 934.98
FC. 942.98

9267
849 SQ.FT.
FF. 934.98
FC. 942.98

9268
882 SQ.FT.
FF. 934.98
FC. 942.98

FRONT SECOND FLOOR BUILDING 3 NTS



9258
1021 SQ.FT.
FF. 924.48
FC. 933.48

9261
874 SQ.FT.
FF. 924.48
FC. 933.48

9263
870 SQ.FT.
FF. 924.48
FC. 933.48

9265
874 SQ.FT.
FF. 924.48
FC. 933.48

9267
872 SQ.FT.
FF. 924.48
FC. 933.48

9268
1021 SQ.FT.
FF. 924.48
FC. 933.48

FRONT FIRST FLOOR BUILDING 3 NTS

CONDOMINIUM
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM SECTION 1

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

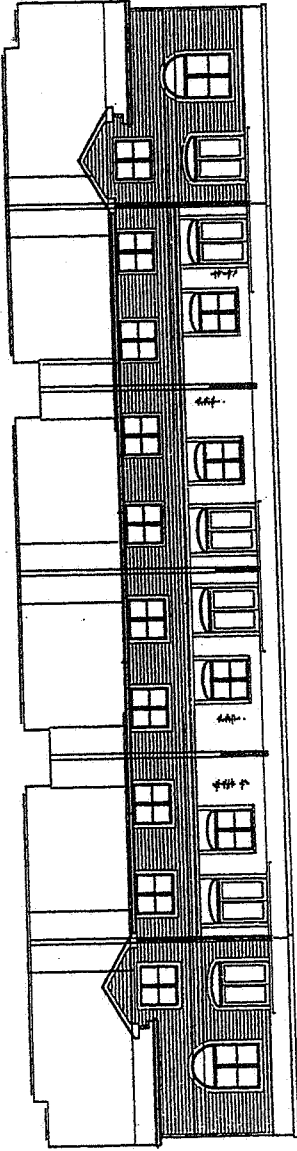
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 0.734 ACRES
MARCH 2003

PREPARED BY:

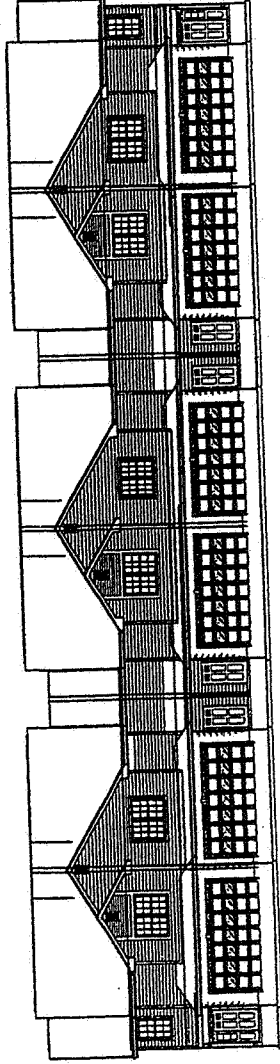
409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.461.5660
FAX 937.461.0743



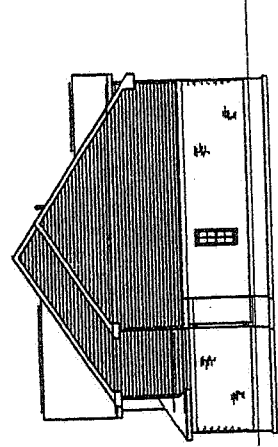
WOOLPERT LLP



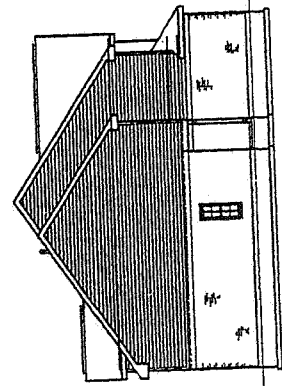
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/28/2004	200417702464	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

HANS H SOLTAU CO., L.P.A.
6776 LOOP ROAD
ATTN: CYNTHIA L LARKINS
CENTERVILLE, OH 45459

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1472954

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
TWIN LAKES AT SPRING VALLEY CONDOMINIUM ASSOCIATION, INC.
and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200417702464



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 25th day of June, A.D.
2004.

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 type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION
(For Domestic Profit or Non-Profit)
Filing Fee \$125.00

2004 JUN 25 PM 1:32

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
--	---	---

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation TWIN LAKES AT SPRING VALLEY CONDOMINIUM ASSOCIATION, INC.

SECOND: Location Washington Township Montgomery
(City) (County)

Effective Date (Optional) _____ 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.
(mm/dd/yyyy)

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

To be and act as the unit owners' association for Twin Lakes At Spring Valley 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 those purposes, to do the things further described in Article III of the 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)

_____ (No. of Shares) _____ (Type) _____ (Par Value)

(Refer to instructions if needed)

Completing the information in this section is optional

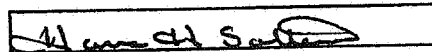
FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Charles H. Simms
 (Name)
 2785 Orchard Run Road
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable.*
 Dayton Ohio 45449
 (City) (State) (Zip Code)


Hans H. Soitau
 (Name)
 6776 Loop Road
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable.*
 Centerville Ohio 45459
 (City) (State) (Zip Code)

Cynthia L. Larkins
 (Name)
 6776 Loop Road
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable.*
 Centerville Ohio 45459
 (City) (State) (Zip Code)

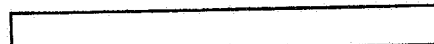
REQUIRED
 Must be authenticated
 (signed) by an authorized
 representative
 (See instructions)



 Authorized Representative
 Hans H. Soitau
 (print name)

8-22-04
 Date


 Authorized Representative
 (print name)


 Date


 Authorized Representative
 (print name)

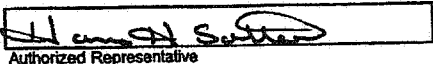
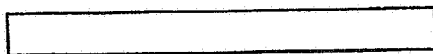

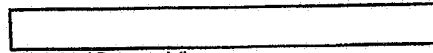


 Date

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

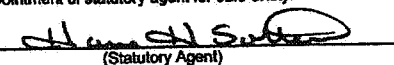
The undersigned, being at least a majority of the incorporators of TWIN LAKES AT SPRING VALLEY CONDOMINIUM ASSOCIATION, INC. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The 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	<u>6-22-04</u> Date
	 Authorized Representative	 Date
	 Authorized Representative	 Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Hans H. Soltau, named herein as the Statutory agent for, TWIN LAKES AT SPRING VALLEY CONDOMINIUM ASSOCIATION, INC., hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: 
(Statutory Agent)

**ADDENDUM
TO
ARTICLES OF INCORPORATION
OF
TWIN LAKES AT SPRING VALLEY CONDOMINIUM ASSOCIATION, INC.**

**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 At Spring Valley 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 MANAGERS**

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

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

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

The Board of Managers shall be and act as the board of managers of the Condominium and shall have all of the powers and all of the duties of the board of managers as defined in Chapter 5311 of the Ohio Revised Code and 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 Manger, 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.

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

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

ARTICLE X
DURATION

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

ARTICLE XI
DISSOLUTION

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

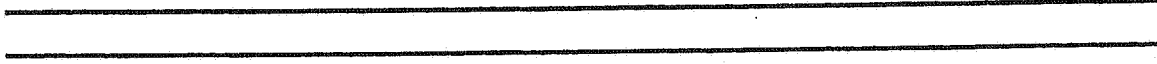
ARTICLE XII
DEFINITIONS

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

ARTICLE XIII
AMENDMENTS

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

EXHIBIT "C"



TWIN LAKES AT SPRING VALLEY CONDOMINIUM ASSOCIATION, INC.

CONDOMINIUM ASSOCIATION BY-LAWS



BY-LAWS
TABLE OF CONTENTS

ARTICLE I		
THE ASSOCIATION.....		1
1.01	Name of Association.....	1
1.02	Membership and Voting Rights.....	1
1.03	Proxies	1
1.04	Place of Meetings	1
1.05	First Meeting.....	1
1.06	Special Meetings	2
1.07	Notice of Meetings.....	2
1.08	Waiver of Notice	2
1.09	Action by Unanimous Written Consent of the Unit Owners	2
1.10	Order of Business.....	2
ARTICLE II		
BOARD OF MANAGERS.....		3
2.01	Number and Qualification	3
2.02	Election of Managers.....	3
2.03	Vacancies During the Term	3
2.04	Term of Office; Resignation.....	3
2.05	Removal of Managers	3
2.06	Organization Meeting	4
2.07	Regular Meetings	4
2.08	Special Meetings	4
2.09	Board of Managers' Quorum	4
2.10	Action by Unanimous Written Consent of the Board of Managers.....	4
2.11	Fidelity Bonds.....	5
ARTICLE III		
OFFICERS		5
3.01	Designation.....	4
3.02	Term of Office, Vacancies	5
3.03	President	5
3.04	Secretary	5
3.05	Treasurer.....	5

ARTICLE IV		
GENERAL POWERS OF THE ASSOCIATION		6
4.01	Payments from Maintenance Funds	6
	(a) Utility Services for Common Areas and to Units when Measured by Common Meter	6
	(b) Care of Common Areas	6
	(c) Certain Maintenance of Limited Common Areas	6
	(d) Casualty Insurance	6
	(e) Liability Insurance	6
	(f) Wages and Fees for Services	6
	(g) Workmen's Compensation.....	7
	(h) Discharge of Mechanic's Liens	7
	(i) Additional Expenses	7
4.02	Delegation of Duties	7
ARTICLE V		
DETERMINATION AND PAYMENT OF ASSESSMENTS.....		7
5.01	Obligation of Owners to Pay Assessments.....	7
5.02	Preparation of Estimated Budget.....	7
5.03	Reserve for Contingencies and Replacements	8
5.04	Periodic Assessments	8
5.05	Uniform Per Unit Expense	8
5.06	Budget for First Year	9
5.07	Failure to Prepare Annual Budget	9
5.08	Books and Records of the Association	9
5.09	Assessments	9
5.10	Audit	9
5.11	Remedies for Failure to Pay Assessments.....	10
ARTICLE VI		
GENERAL PROVISIONS.....		10
6.01	Copies of Notices to Mortgage Lenders	10
6.02	Service of Notices on the Board of Managers	10
6.03	Non-Waiver of Covenants	10
6.04	Agreements Binding	10
6.05	Severability	10
6.06	Amendment	10
SIGNATURES		11

CONDOMINIUM ASSOCIATION BY-LAWS

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

ARTICLE I **THE ASSOCIATION**

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

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

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

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

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

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

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

ARTICLE II
BOARD OF MANAGERS

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

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

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

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

2.05 **Removal of Managers.** At any regular or special meeting duly called, any one or more of the managers may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except that a manager, if any, acting as a representative of a lending

institution may not be removed by such vote. Any manager whose removal has been proposed by the Members shall be given an opportunity to be heard at such meeting. In the event that a manager is removed by vote, his successor shall then and there be elected to fill the vacancy thus created.

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

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

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

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

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

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

ARTICLE III OFFICERS

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

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

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

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

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

ARTICLE IV
GENERAL POWERS OF THE ASSOCIATION

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

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

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

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

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

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

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

of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

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

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

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

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

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

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

5.02 Preparation of Estimated Budget. The Association shall, on or before December St. of every year, prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a

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

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

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

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

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

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

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

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

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

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

**ARTICLE VI
GENERAL PROVISIONS**

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

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

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

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

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

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

EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES, LTD.

By: *Charles H. Simms*
Charles H. Simms, 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 5TH day of June, 2007 by Charles H. Simms, President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes, Ltd., an Ohio limited liability company, on behalf of such company.

Annmarie L. Lukins
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 Lot 1 of Twin Lakes At Spring Valley, Section One, as recorded at Plat Book 190, Page 4 of the Plat Records of Montgomery County, Ohio.

EXCEPTING THE FOLLOWING PROPERTY:

Situate in Section 5, Township 2, Range 5, MRs., Washington Township, County of Montgomery, State of Ohio, and being part of Parcel 1 as conveyed to Simms Twin Lakes, LTD., by Instrument Record Number 02-125908 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin (found), said point being the Northwest corner of said Parcel 1 as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 in the Deed and Plat Records of Montgomery County, said point also being the Northeast corner of Parcel III as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 in the Deed and Plat Records of Montgomery County;

thence along the West line of said Parcel 1 and the East line of said Parcel III, South four degrees twelve minutes fifty-three seconds West (S04°12'53"W) for four hundred fifty-five and 68/100 feet (455.68') to a point, said point also being TRUE POINT OF BEGINNING of the herein described tract of land;

thence leaving the West line of said Parcel 1 and the East line of said Parcel III, along a new division line, South eighty-one degrees seven minutes two seconds East (S81°07'02"E) for one hundred seventy-eight and 55/100 feet (178.55') to a point;

thence continuing along the new division line South eight degrees fifty-two minutes fifty-eight seconds West (S08°52'58"W) for one hundred eighty-seven and 06/100 feet (187.06') to a point;

thence continuing along the new division line North eighty-one degrees seven minutes two seconds West (N81°07'02"W) for one hundred sixty-three and 27/100 feet (163.27') to a point in the West line of said Parcel 1, said point also being in the East line of said Parcel III;

thence along the West line of said Parcel 1 and the East line of Parcel III, North four degrees twelve minutes fifty-three seconds East (N04°12'53"E) for one hundred eighty-seven and 68/100 feet (187.68') to the TRUE POINT OF BEGINNING, containing zero and 734/1000 (0.734) 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

**Description of Twin Lakes Condominiums
Phase 1
Washington Township, Ohio**

June 4, 2003

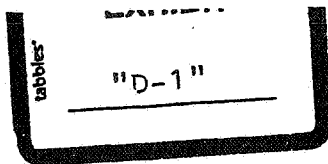
Page 2

This description was prepared from a field survey performed by Woolpert LLP under the direct supervision of Eric W. Hafer, Ohio Professional 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

**Eric W. Hafer
Professional Surveyor # 8038**

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bldg\PHASE 1 TWN LK.doc



Woolpert LLP
 409 East Monument Avenue
 Dayton, OH 45402-1261
 937.461.5660
 Fax: 937.461.0743
 www.woolpert.com

DESCRIPTION OF TWIN LAKES
 PARCEL II
 WASHINGTON CHURCH ROAD AND SPRING VALLEY PIKE
 WASHINGTON TWP., MONTGOMERY COUNTY, OHIO
 CONTAINING 5.608 ACRES
 October 7, 2002

Situate in Section 5, Township 2, Range 5 M.Rs., Township of Washington, County of Montgomery, State of Ohio, and being part of a tract of land conveyed to _____ as recorded in I.R. No. _____ deed (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin with an aluminum cap found in a monument box at Northwest corner of Section 5, said point also being thirty-five feet (35.00') west (measured perpendicular and parallel to) of the east right-of-way of Washington Church Road as recorded in the Waterstone subdivision as recorded in Plat Book 179, Page 39;

thence southerly along the west line of Section 5, South three degrees seventeen minutes twenty-nine seconds West (S03°17'29"W) for one thousand one hundred three and 55/100 feet (1,103.55') to a railroad spike set at a corner in the east right-of-way line of Washington Church Road;

thence departing said west line of Section 5 following the east right-of way line of Washington Church Road and passing an iron pin found with a Van Atta cap at a corner in said east right-of-way of Washington Church Road (being 42.50' east of [measured perpendicular and parallel to] the centerline) at thirty-six and 46/100 feet (36.46') South seventy degrees twenty-five minutes thirty-nine seconds East (S70°25'39"E) along the south line of the Waterstone subdivision as recorded in Plat Book 179, Page 39 for seven hundred sixty-seven and 76/100 feet (767.76') to a 5/8" iron pin set with a Woolpert cap to a 5/8" iron pin set with a Woolpert cap;

thence leaving said south line of Waterstone along a new division line South four degrees twelve minutes fifty-three seconds West (S04°12'53"W) for one thousand forty-two and 91/100 feet (1042.91') to a 5/8" iron pin set with a Woolpert cap and the TRUE POINT OF BEGINNING;

thence easterly along a new division line South sixty-four degrees forty-five minutes thirty-nine seconds East (S64°45'39"E) for one hundred sixty-eight and 47/100 feet (168.47') to a 5/8" iron pin set with a Woolpert cap and a point of curvature in the north right-of-way line of Spring Valley Pike;

Description of Twin Lakes Parcel II
Washington Church Road and Spring Valley Pike
Washington Twp., Montgomery County, Ohio

thence westerly along the said north right-of-way line of Spring Valley Pike for the following two (2) courses:

1. On a curve to the right with a radius of nine hundred ten and 00/100 feet (910.00') for an arc distance of seven hundred ninety-two and 09/100 feet (792.09'), [chord bearing South seventy degrees forty-one minutes eleven seconds West (S70°41'11"W) for seven hundred sixty-seven and 32/100 feet (767.32'), delta angle of said curve being forty-nine degrees fifty-two minutes twenty-two seconds (49°52'22")] to a point of tangency and a 5/8" iron pin found;

2. North eighty-four degrees twenty-two minutes thirty-eight seconds West (N84°22'38"W) for ninety-four and 74/100 feet (94.74') to a 5/8" iron pin found;

thence departing said north right-of-way line of Spring Valley Pike on 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 (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 of tangency and a 5/8" iron pin set with a Woolpert cap in the east right-of-way line of Washington Church Road (being 42.50' east of [measured perpendicular and parallel to] the centerline of Washington Church Road);

thence northerly along said east right-of-way line of Washington Church Road North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for forty-six and 07/100 feet (46.07') to a 5/8" iron pin found;

thence departing said east right-of-way line of Washington Church Road North eighty-six degrees forty-two minutes thirty-one seconds West (N86°42'31"W) for thirty-five and 00/100 feet (35.00') to a pk nail found in the west line of Section 5;

thence northerly along the said west line of Section 5 North three degrees seventeen minutes twenty-nine seconds East (N03°17'29"E) for two hundred sixty-eight and 02/100 feet (268.02') passing a pk nail found at one hundred and twenty-two and 00/100 feet (122.00') to a 5/8" iron pin set with a Woolpert cap in the west line of Section 5;

thence leaving said west line of Section 5 along a new division line South eighty-six degrees forty-two minutes thirty-one seconds East (S86°42'31"E) for seven hundred twenty and 16/100 feet (720.16') to the TRUE POINT OF BEGINNING, containing five and 608/1000 acres (5.608 ac), more or less, subject however to all covenants, conditions, restrictions, reservations, and

October 1, 2002

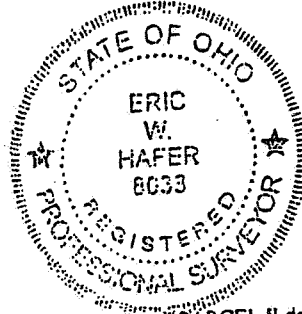
Description of Twin Lakes Parcel II
Washington Church Road and Spring Valley Pike
Washington Twp., Montgomery County, Ohio

easements contained in any instrument of record pertaining to the above
described tract of land.

Woolpert LLP

Eric Hafer

Eric Hafer
Ohio Professional Surveyor #8038



H:\SV\Projects\SVIn-SD\SDIMMS WASHINGTON CHURCH LEGAL PARCEL II.doc

JOSEPH LITVIN, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
DAYTON, OHIO

APPROVED

BY EAM DATE 10/1/02
FILE NO. 2002 PAT-1



NO TRANSFER NEEDED

03 OCT -7 PM 3: 22

KARL L. KEITH
AUDITOR

**FIRST AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 2)**

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

MONTGOMERY COUNTY AUDITOR

Dated: October 7, 2003 By: Karl L. Keith

PLAT REFERENCE:

Book: 192, Page(s): 17th 178

THIS INSTRUMENT PREPARED BY:

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

152726
10/07/03 15:35:16
Montgomery County
Judy Dodge Recorder

**FIRST AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY 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, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On June 20, 2003 certain premises located in the Township of Washington, 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 Pebble Creek of Mason Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

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

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	D03-90169	190, page 22C

C. The Declarant is the owner of adjacent property.

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

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

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

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(c) Buildings Numbered 1 and 2 are two (2) stories in height containing six (6) Units each.

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

<u>Unit No.</u>	<u>Type</u>
9264, 9274, 9289, 9299	Erie
9266, 9268, 9270, 9272, 9291, 9293, 9295, 9297	Superior

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

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
9259	5.713 1/6	9267	5.476	9289	5.713 1/6
9261	5.476	9268	5.476	9291	5.476
9263	5.476	9269	5.713 1/6	9293	5.476
9264	5.713 1/6	9270	5.476	9295	5.476
9265	5.476	9272	5.476	9297	5.476
9266	5.476	9274	5.713 1/6	9299	5.713 1/6

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", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

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

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

EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES, LTD.

By: Hans H. Soltau
Hans H. Soltau, Vice President of
Charles V. Simms Development
Corporation, its sole member

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

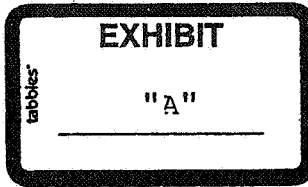
The foregoing instrument was acknowledged before me this 25 day
of SEPTEMBER, 2003 by Hans H. Soltau, Vice President of Charles V. Simms
Development Corporation, the sole member of Simms Twin Lakes, Ltd., an Ohio limited
liability company, on behalf of such company.

Cynthia L. Hawkins
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



**DESCRIPTION OF
TWIN LAKES CONDOMINIUMS
PHASE 2
WASHINGTON TOWNSHIP, OHIO
CONTAINING 3.393 ACRES
SEPTEMBER 25, 2003**



Woolpert LLP
409 East Monument Avenue
Dayton, OH 45402-1261
937.461.5660
Fax: 937.461.0743
www.woolpert.com

Situate in Section 5, Township 2, Range 5, MRs., Washington Township, County of Montgomery, State of Ohio, and being part of Parcel I as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an iron pin (set), said point being a southwest corner of said Parcel I said point also being a northeast corner of Parcel II as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 and in the north right of way of Spring Valley Pike as recorded in Plat Book 168 Page 33;

thence along the northeast line of said Parcel II and a southwest line of said Parcel I, North sixty-four degrees forty-five minutes thirty-nine seconds West (N64°45'39"W) for one hundred sixty-eight and 47/100 feet (168.47') to an iron pin (set) at an angle point in the west line of Parcel I;

thence leaving the said east line of said Parcel II and along a common line between said Parcel I and Parcel III as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908, North four degrees twelve minutes fifty-three seconds East (N04°12'53"E) for three hundred ninety-nine and 58/100 feet (399.58') to a point being the southwest corner of Twin Lakes at Spring Valley Condominium Phase 1 as recorded in Plat Book 190 Page 22;

thence leaving the common line of Parcel I and Parcel III and along the south line of said Phase 1, South eighty-one degrees seven minutes two seconds East (S81°07'02"E) for one hundred sixty-three and 27/100 feet (163.27') to the southeast corner of said Phase 1;

thence along the east line of said Phase 1, North eight degrees fifty-two minutes fifty-eight seconds East (N08°52'58"E) for one hundred fourteen and 34/100 feet (114.34') to a point in the east line of said Phase 1;

thence across said Parcel I along a new division line for the following three (3) courses:

1. South eighty-one degrees seven minutes two seconds East (S81°07'02"E) for one hundred eighty-nine and 09/100 feet (189.09') to a point;
2. South thirty degrees forty minutes fifty-six seconds West (S30°40'56"W) for one hundred fifty-seven and 91/100 feet (157.91') to a point;

Description of Twin Lakes Condominiums
Phase 2
Washington Township, Ohio

September 25, 2003

Page 2

3. South thirty-three degrees nine minutes ten seconds East (S33°09'10"E) for one hundred seventy-one and 60/100 feet (171.60') to a point in said north right of way line of Spring Valley Pike;

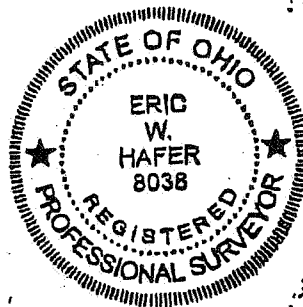
thence along the said north right of way line, South forty-five degrees forty-five minutes no seconds West (S45°45'00"W) for three hundred fifty-seven and 44/100 feet (357.44') to the Point of Beginning, containing three and 393/1000 acres (3.393ac), more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

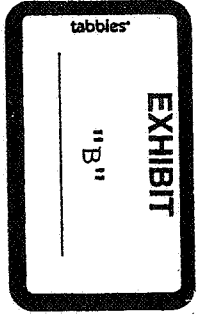
This description was prepared from a field survey performed by Woolpert LLP under the direct supervision of Eric W. Hafer, Ohio Registered Surveyor No. 8038 in July 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in P.B. 158, Page 15 and The Estates of Silvercreek Section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

Woolpert LLP



Eric W. Hafer
Ohio Registered Surveyor #8038





Date: 9/15/03

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.

SMMS TWIN LAKES, LTD
 OWNER
 Charles H. Simms, President

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



Notary Public in and for State of Ohio
 My Commission expires: 9/25/03
 Notary Public

State of Ohio,
 Be it remembered that on this 15th day of September, 2003 before me, the undersigned, a Notary Public in and for the State, Personally came Simms Twin Lakes, 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 this day and date above written.



Notary Public in and for State of Ohio
 My Commission expires: 11-27-06
 Notary Public

Signed on the date set forth in acknowledgment:

By: Charles H. Simms

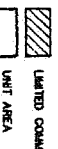
State of Ohio,
 Be it remembered that on this 15th day of September, 2003 before me, the undersigned, a Notary Public in and for the State of Ohio, Personally came Bank One, N.A. by William A. Taylor, its duly authorized officer, who acknowledged the signing and execution of the within plat to be his voluntary act and deed on behalf of the association.
 In testimony whereof, I have hereunto set my hand and official seal on this day and date above written.

Notary Public in and for State of Ohio
 My Commission expires: 11/1/07
 William A. Taylor



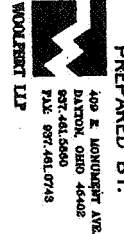
Notary Public in and for the State of Ohio
 My Commission Expires November 1, 2007

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS



CONDOMINIUM PLAN
 TWIN LAKES AT SPRING VALLEY
 CONDOMINIUM PHASE 2
 BEING PART OF LOT 1 OF TWIN LAKES SECTION 1 AS RECORDED IN PLAT BOOK 190, PAGE 4 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 3.393 ACRES
 SEPTEMBER 2003



PREPARED BY:

406 E. MONROE AVE.
 DAYTON, OHIO 45402
 TEL: 937-461-5660
 FAX: 937-461-0743

CERTIFICATION:
 The within Condominium Plan is Part of Lot 1 as recorded in Plat Book 190, Page 4 in the Plat Records of Montgomery County, Ohio, containing 3.393 acres as conveyed to Simms Twin Lakes, LTD, as recorded in Instrument Record Number 02-125908 in the Deed Records of Montgomery County, Ohio.
 We hereby certify, as of the within date, that this Condominium Plan correctly shows the location of all buildings and structures situated on the premises.
 All measurements are certified correct. Curve distances are measured as of the date of the recording of this plan.
 the etc.

WOOLPERT LLP

By: Eric W. Hiler
 Ohio Professional Surveyor #8038

By: John A. Peterson
 Ohio Professional Engineer #83137

APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER

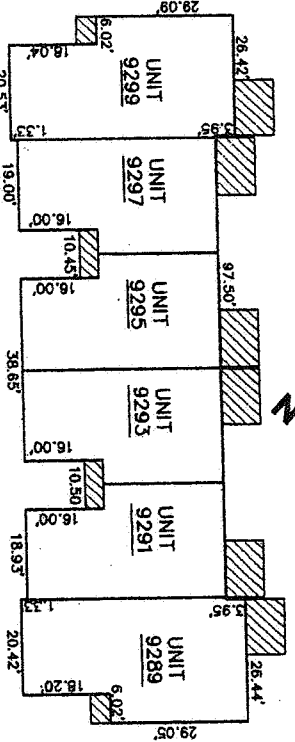
CHECKED BY

FILE NO.

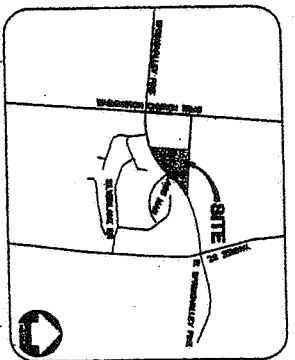
DATE

9/19/03

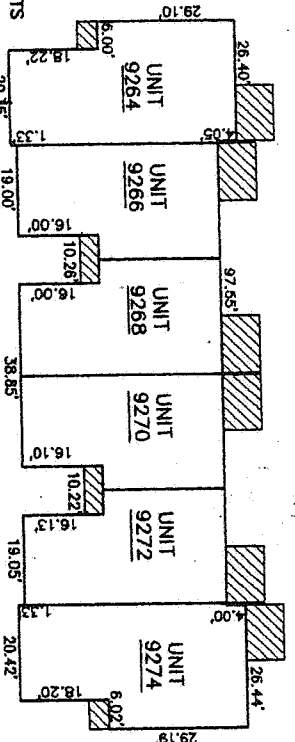
DATE



BUILDING NO. 1
 MTS



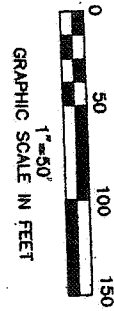
VICINITY MAP
 MTS



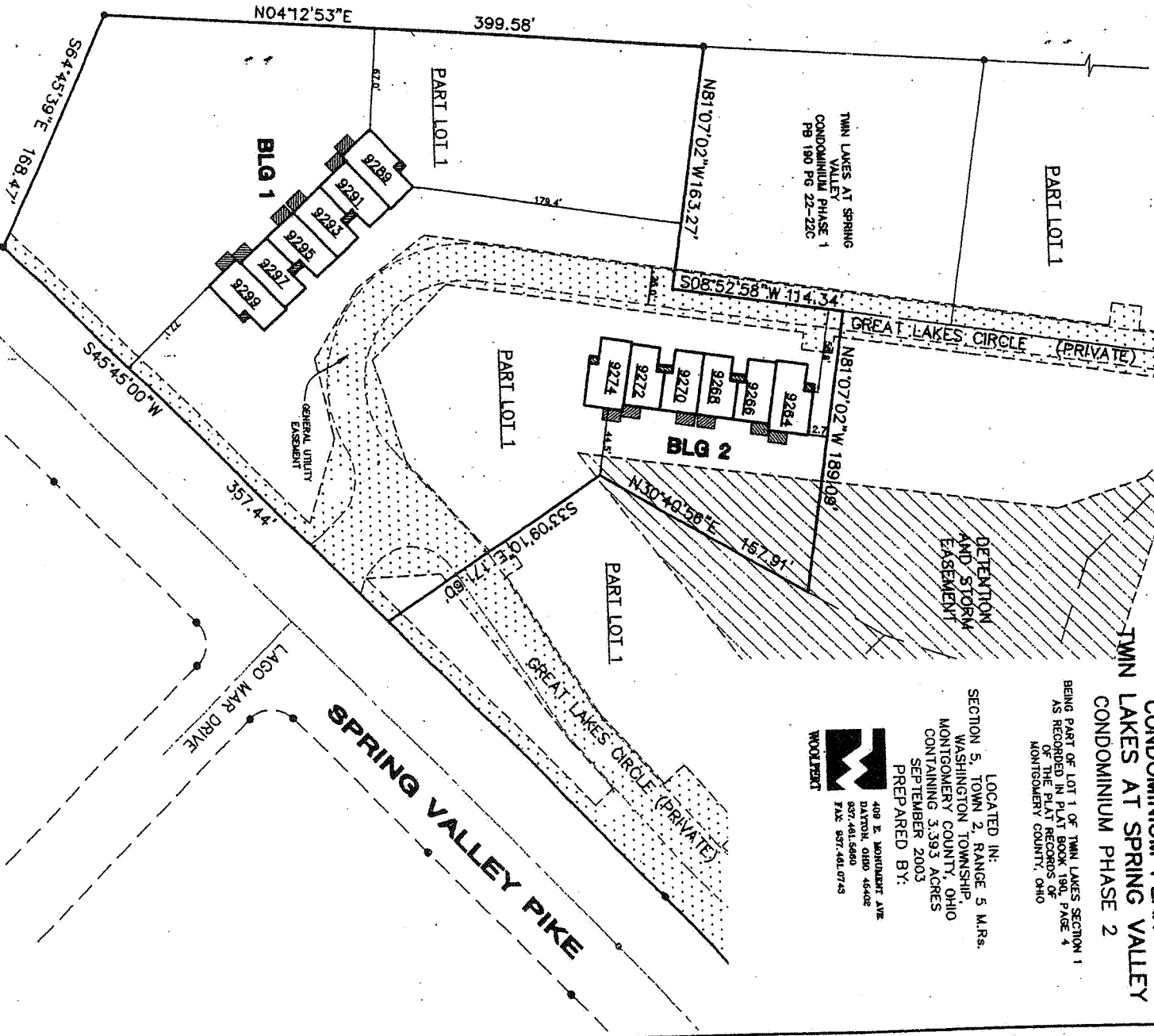
BUILDING NO. 2
 MTS



- LEGEND**
- SET SOLID IRON PIN/REBAR
 - SET IRON PIPE
 - SET PK NAIL
 - ⊕ DRILL HOLE SET
 - FOUND IRON PIN/REBAR
 - FOUND IRON PIPE/REBAR
 - FOUND HIGHWAY MONUMENT
 - FOUND IRON PIPE
 - FOUND PIVOTAL
 - FOUND RAILROAD SPIKE
 - ⊕ FOUND RIGHT-OF-WAY MARKERS
 - ⊕ FOUND/SET CROSS/TIC



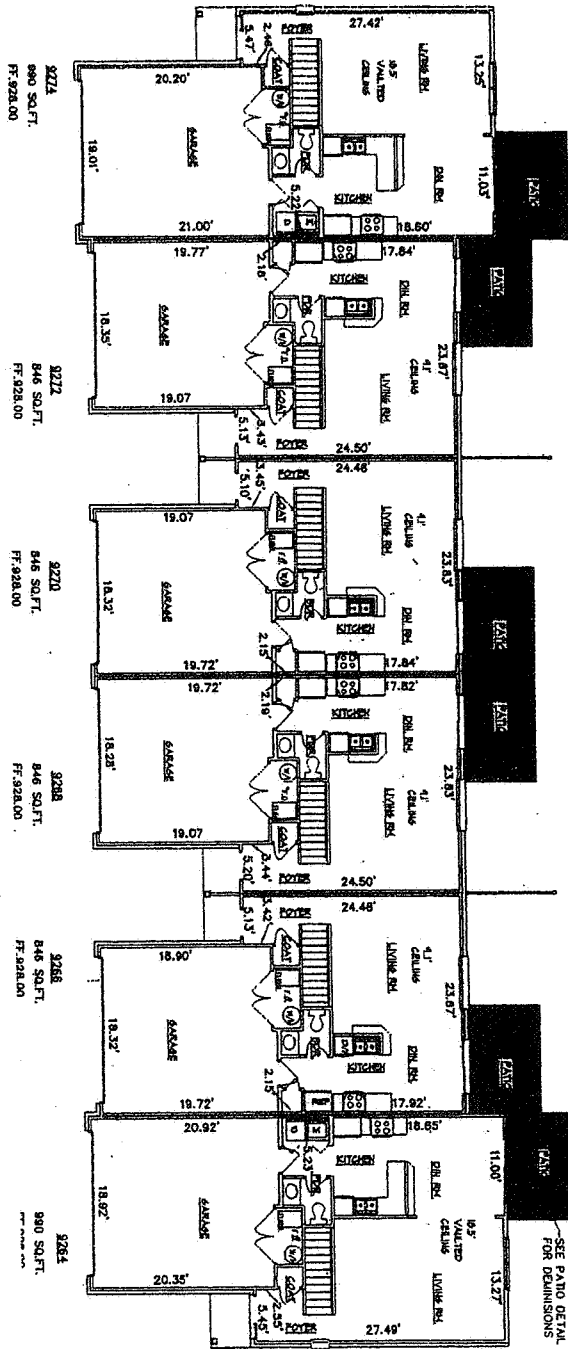
SIMBAS TWIN LAKES, LTD
IR#02-125908 DEED
PARCEL III
19.262 ACRES



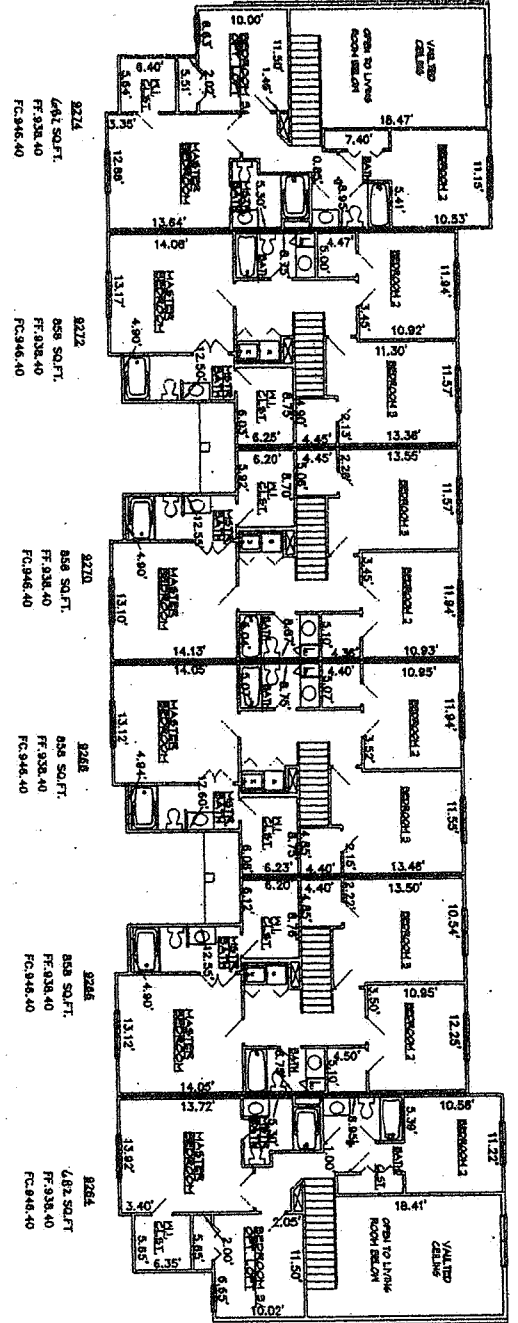
**TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 2**

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 3.393 ACRES
SEPTEMBER 2003
PREPARED BY:
408 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
937.461.6600
FAX 937.461.0743
WOOLBERT

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF MONTGOMERY COUNTY, OHIO

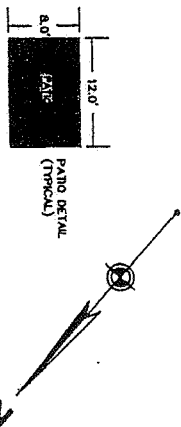


FRONT
SECOND FLOOR
BUILDING 1
NTS



- 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

INDICATES LIMITED COMMON FOR PORCH AND PATIO

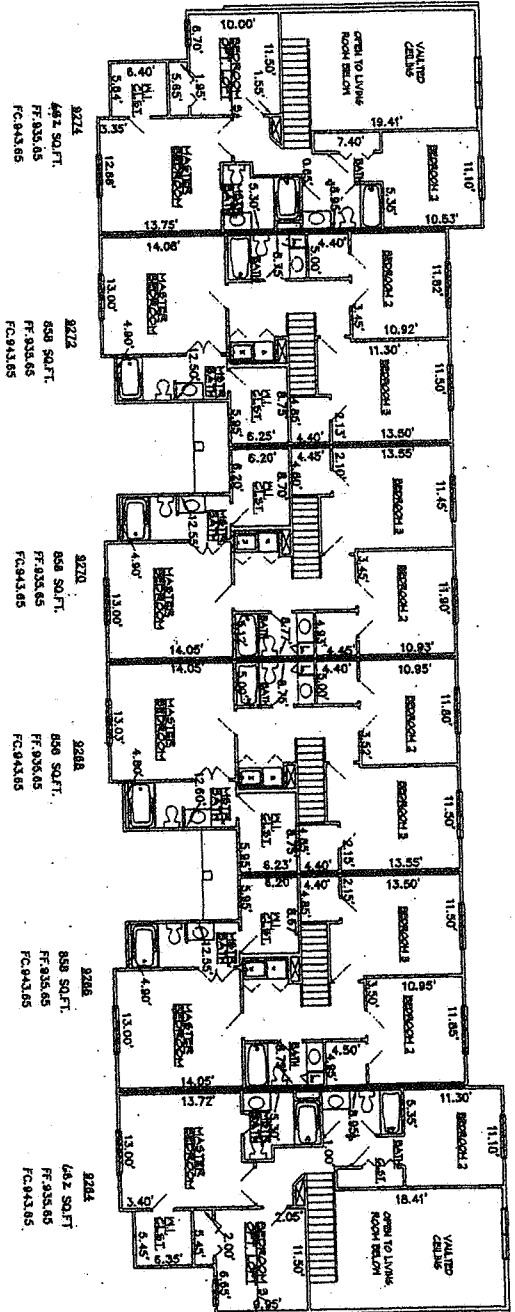


TWIN LAKES PHASE 2

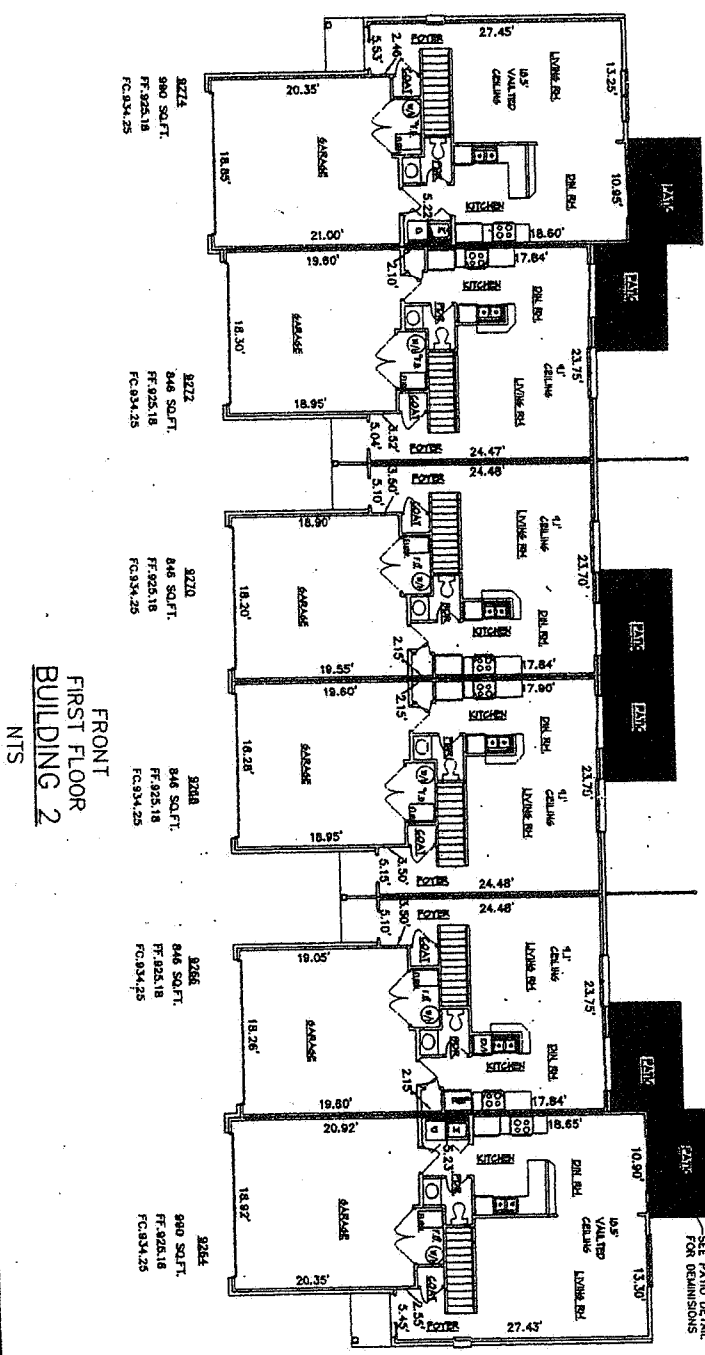
BEING PART OF PARCEL 1 AS CONVEYED TO SIMMS TWIN LAKES, LTD., BY INSTRUMENT RECORD NUMBER 02-125908 AS RECORDED IN THE DEED AND PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 3.393 ACRES
SEPTEMBER 2003
PREPARED BY:

WOLBERT LLP
408 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
513.253.5660
FAX 513.253.0743



FRONT
SECOND FLOOR
BUILDING 2
NTS



FRONT
FIRST FLOOR
BUILDING 2
NTS

TWIN LAKES AT SPRING VALLEY
PHASE 2

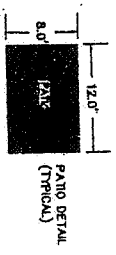
BEING PART OF PARCEL 1 AS CONVEYED TO SIMMS TWIN LAKES, LTD., BY INSTRUMENT IN RECORD NUMBER 02-125908 AS RECORDED IN THE DEED AND PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

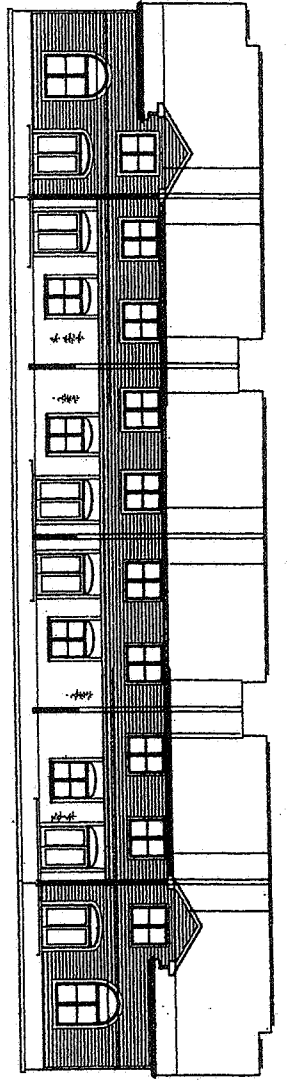
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 3.393 ACRES
SEPTEMBER 2003

PREPARED BY:
WOODFORD LLP
409 E. MONTGOMERY AVE.
DAYTON OHIO 45402
937-448-6600
FAX 937-461-0743

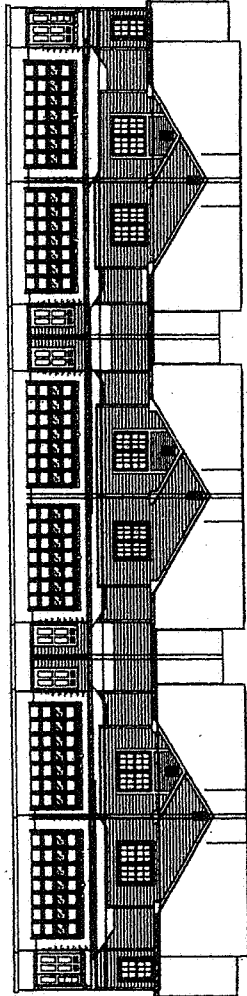
- NOTES**
1. ALL BUILDINGS IN THIS PHASE WERE BUILT PER PLAN AND FIELD MEASUREMENT
 2. NO UNITS HAD FIREPLACES AT THE TIME THE MEASUREMENTS WERE RECORDED

INDICATES LIMITED COMMON FOR PORCH AND PATIO

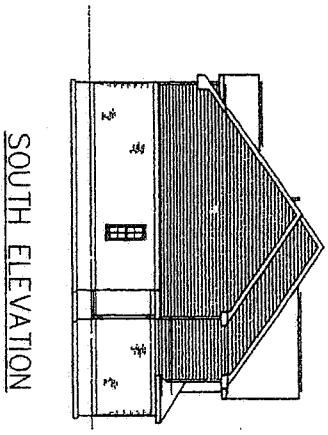




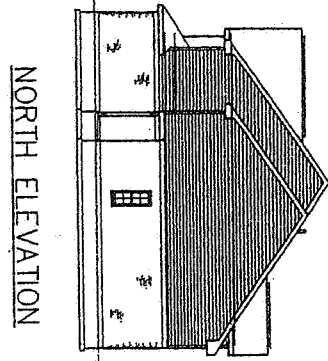
WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION


BUILDING 1 ELEVATIONS



CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM SECTION 2

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
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 3.393 ACRES
SEPTEMBER 2003
PREPARED BY:


400 E. HANSHURST AVE
DAYTON, OHIO 45402
897-461,5980
FAX 897-461,0743
WOOLPERT LLP

NO TRANSFER NEEDED

03 DEC 16 AM 10:33

KARL L. KEITH
AUDITOR

**SECOND AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 3)**

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

MONTGOMERY COUNTY AUDITOR

Dated: 12/16, 2003 By: Karl L. Keith

PLAT REFERENCE:

Book: 193, Page(s): 6-6 D

**THIS INSTRUMENT PREPARED BY:
HANS H. SOLTAU
Attorney at Law
6776 Loop Road
Centerville, Ohio 45459**

286.50 12/16 41:01
OND-03-1856 J012
Montgomery County
County Recorder

**SECOND AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY 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, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On June 20, 2003 certain premises located in the Township of Washington, 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 Pebble Creek of Mason Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

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

C. The Declaration and amendment(s) thereto were recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	D03-90169	190, Page 22C
First Amendment	D03-152726	192, Page 17

D. The Declarant is the owner of adjacent property.

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

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

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

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(c) Buildings Numbered 4 and 5 are two (2) stories in height containing six (6) Units each.

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

<u>Unit No.</u>	<u>Type</u>
9243, 9250, 9253, 9260	Erie
9245, 9247, 9249, 9251, 9252, 9254, 9256, 9258	Superior

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

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
9243	3.426	9258	3.287	9269	3.426
9245	3.287	9259	3.426	9270	3.287
9247	3.287	9260	3.426	9272	3.287
9249	3.287	9261	3.287	9274	3.426
9250	3.426	9263	3.287	9289	3.426
9251	3.287	9264	3.426	9291	3.287
9252	3.287	9265	3.287	9293	3.287
9253	3.426	9266	3.287	9295	3.287
9254	3.287	9267	3.287	9297	3.287
9256	3.287	9268	3.287	9299	3.426


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 Second Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

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

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

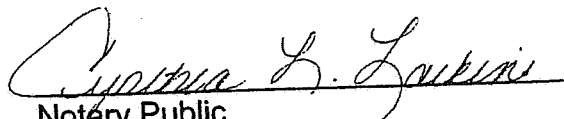
EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES, 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 5TH day of DECEMBER, 2003 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes, 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

**CONDOMINIUM PLAN
TWIN LAKES, RING VALLEY
CONDOMINIUM PHASE 3**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

CERTIFICATION:

The within Condominium Plan is Part of Lot 1 as recorded in Pl
190, Page 4 in the Plat Records of Montgomery County, Ohio, cont.
1.873 acres as conveyed to Simms Twin Lakes, LTD., as recorded in
Instrument Record Number 02-125908 in the Deed Records of Montgomery
County, Ohio.
We hereby certify, as of the within date, that this Condominium Plan
correctly shows the location of all buildings and structures situated on the
premises.
All measurements are certified correct. Curve distances are measured on
the arc.

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.873 ACRES
NOVEMBER 2003

PREPARED BY:

409 B. MONUMENT AVE.
DAYTON, OHIO 45402
937.274.6860
FAX 937.661.0748

WOOLPERT LLP

WOOLPERT LLP
By: *[Signature]*
Steven W. Newell
Ohio Professional Surveyor #7212

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

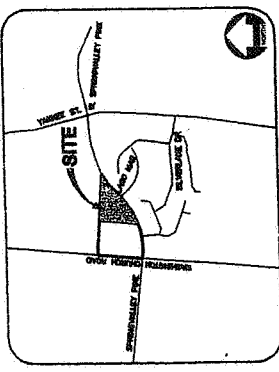
APPROVED DESCRIPTION ONLY

MONTGOMERY COUNTY ENGINEER

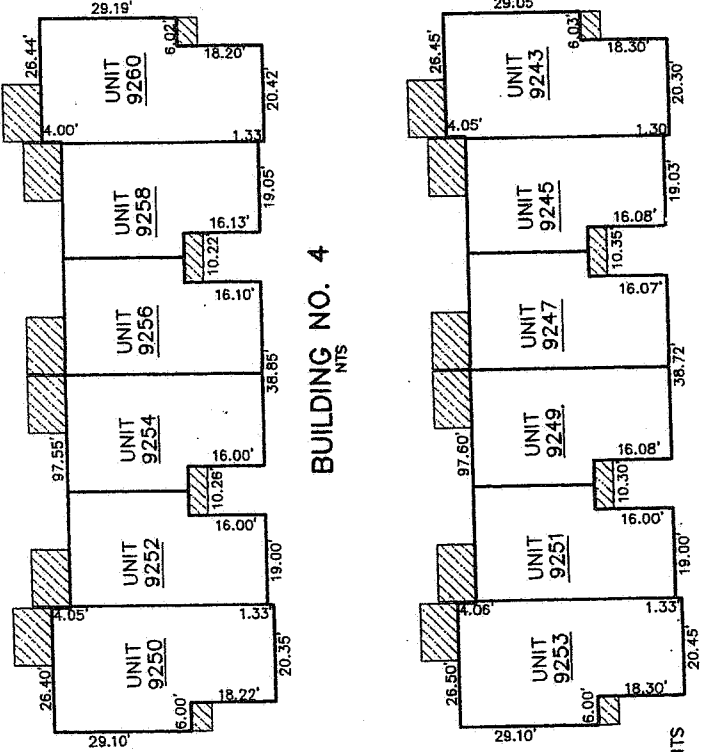
CHECKED BY _____
FILE NO. _____

12/05/03
DATE

12/2/03
DATE



VICINITY MAP
NTS



BUILDING NO. 4
NTS

BUILDING NO. 5
NTS

Date: Dec. 4, 2003

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, 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.

Melinda C. Duck
Melinda C. Duck
Notary Public in and for State of Ohio
My Commission Expires July 6, 2007



44th day of Dec., 2003 before me, the undersigned, a
Notary Public in and for the State of Ohio, personally came Simms Twin Lakes, 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.

Melinda C. Duck
Melinda C. Duck
Notary Public in and for State of Ohio
My Commission expires: 7-6-07



"Mortgagee - Bank One, NA
By: *John E. Wilgus Jr*

Signed on the date set
forth in acknowledgement:

State of Ohio,
Be it remembered that on this 4th day of Dec., 2003 before me,
the undersigned, a Notary Public in and for said State of Ohio, personally
came Bank One, NA, by *John E. Wilgus Jr*, 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.

Melinda C. Duck
Melinda C. Duck
Notary Public in and for State of Ohio
My Commission expires: 7-6-07



NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS



**CONDOMINIUM PL
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 3**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING .873 ACRES
NOVEMBER 2003
PREPARED BY:

408 E. MONUMENT AVE.
DAYTON OHIO 45402
937.461.6680
FAX: 937.461.0743



WATERSTONE
PB 179 PG 3
48.121 AC.

202.19'

43.73'

S85°03'17"E

589.75'±38"

168.43'

253.49'

N04°12'53"E

178.35'

N81°07'02"W

101.03'

S81°07'02"E

151.96'

S08°52'58"W

178.90'

S09°59'06"W

178.90'

N61°07'02"W

178.90'

N81°07'02"E

178.90'

S08°52'58"E

22.72'

24.00'

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



1"=50'
GRAPHIC SCALE IN FEET

SIMS TWIN LAKES, LTD
PARCEL III
R#402-128908 DEED
19.262 ACRES

LEGEND

- SET SOLID IRON PIN/REBAR
- SET IRON PIPE
- SET PK NAIL
- ⊕ DRILL HOLE SET
- ⊙ FOUND IRON PIN/REBAR
- FOUND HIGHWAY MONUMENT
- FOUND IRON PIPE
- ⊙ FOUND PK NAIL
- FOUND RAILROAD SPIKE
- ⊕ FOUND RIGHT-OF-WAY MARKER
- ⊕ FOUND/SET CROSS/"X"

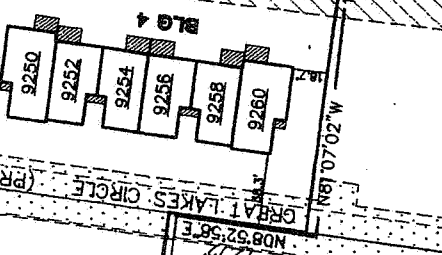
PART LOT 1

PART LOT 1

PART LOT 1

PART LOT 1

PART LOT 1



EXISTING
DETENTION AND STORM
EASEMENT

GREAT LAKES CIRCLE (PRIVATE)

SPRING VALLEY PIKE

TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 2
PB 192 PAGE 17-17D

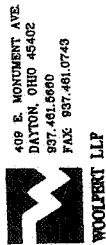
EXISTING
GENERAL UTILITY
EASEMENT

CONDOMINIUM PLAN TWIN LAKES AT SPRING VALLEY PHASE 3

BEING PART OF PARCEL 1 AS CONVEYED TO
SIMMS TWIN LAKES, LTD., BY INSTRUMENT
RECORD NUMBER 02-125908 AS RECORDED IN
THE DEED AND PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 1.873 ACRES
NOVEMBER 2003

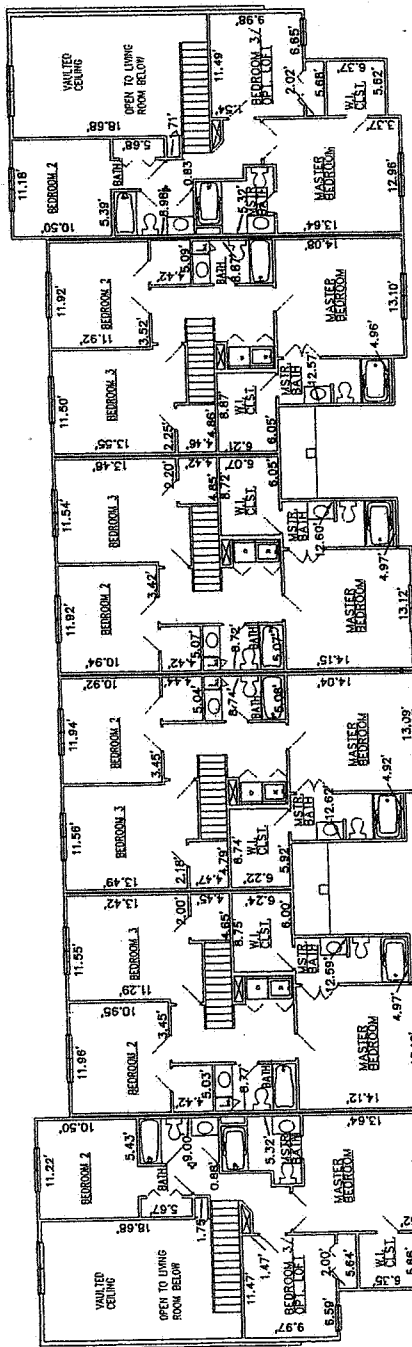
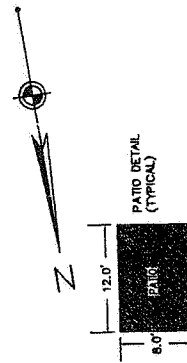
PREPARED BY:



INDICATES LIMITED COMMON
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



9250
662 SQ.FT.
FF.933.00
FC.941.00

9258
666 SQ.FT.
FF.933.00
FC.941.00

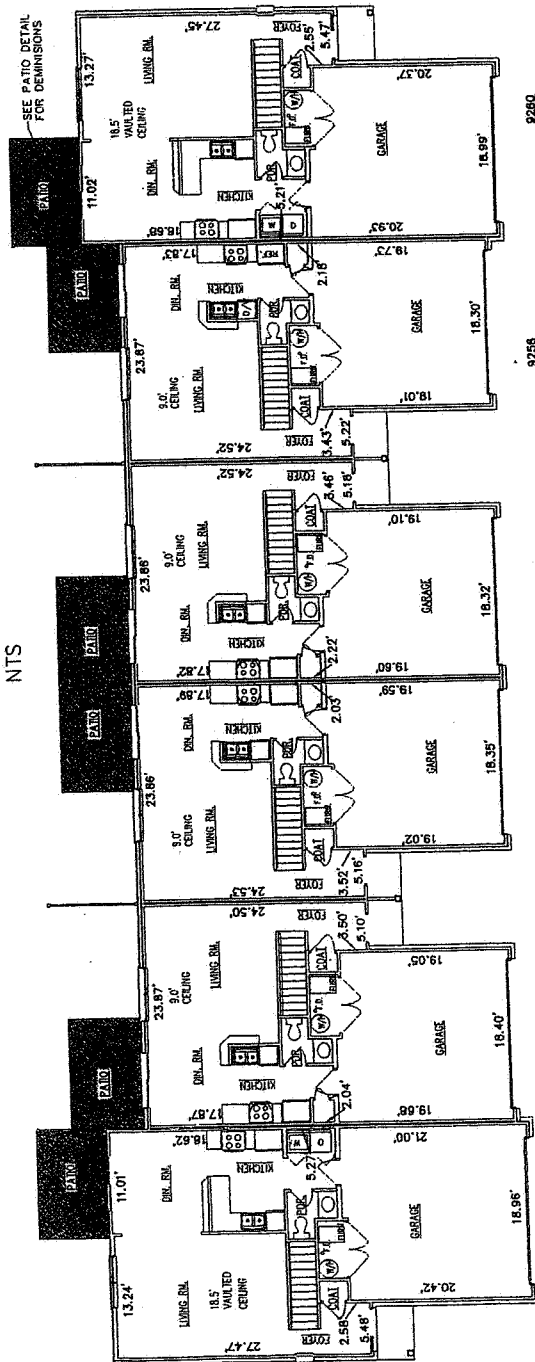
9255
666 SQ.FT.
FF.933.00
FC.941.00

9254
668 SQ.FT.
FF.933.00
FC.941.00

9252
668 SQ.FT.
FF.933.00
FC.941.00

9250
662 SQ.FT.
FF.933.00
FC.941.00

FRONT SECOND FLOOR BUILDING 4 NTS



9260
990 SQ.FT.
FF.922.46
FC.931.46

9258
846 SQ.FT.
FF.922.46
FC.931.46

9254
846 SQ.FT.
FF.922.46
FC.931.46

9252
846 SQ.FT.
FF.922.46
FC.931.46

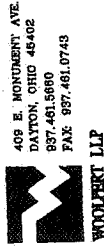
9250
990 SQ.FT.
FF.922.46
FC.931.46

FRONT FIRST FLOOR BUILDING 4 NTS

CONDOMINIUM PLAN TWIN LAKES AT SPRING VALLEY PHASE 3

BEING PART OF PARCEL 1 AS CONVEYED TO SIMMS TWIN LAKES, LTD., BY INSTRUMENT RECORD NUMBER 02-125908 AS RECORDED IN THE DEED AND PLAN RECORDS OF MONTGOMERY COUNTY, OHIO

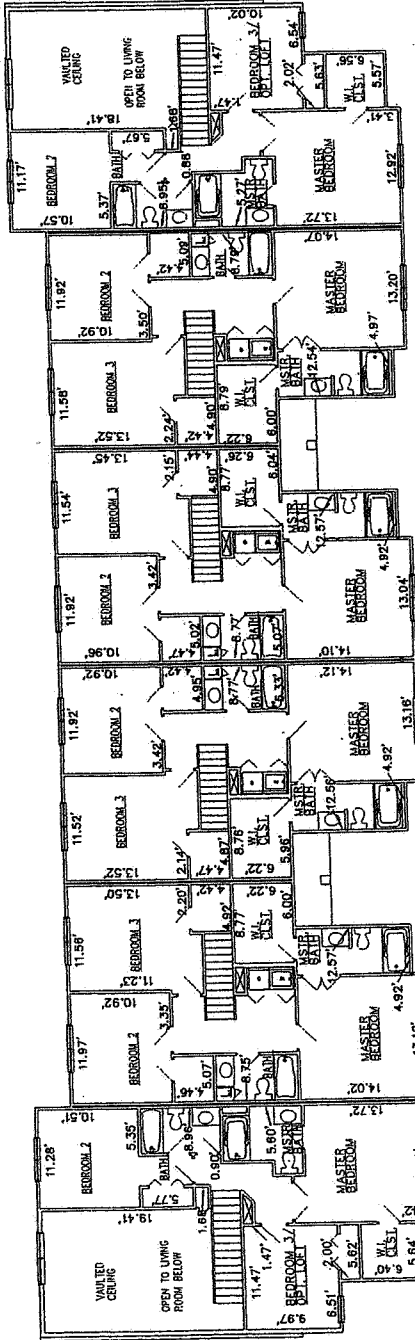
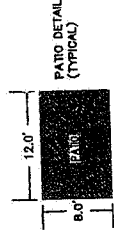
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.873 ACRES
NOVEMBER 2003
PREPARED BY:



INDICATES LIMITED COMMON FOR PORCH AND PATIO

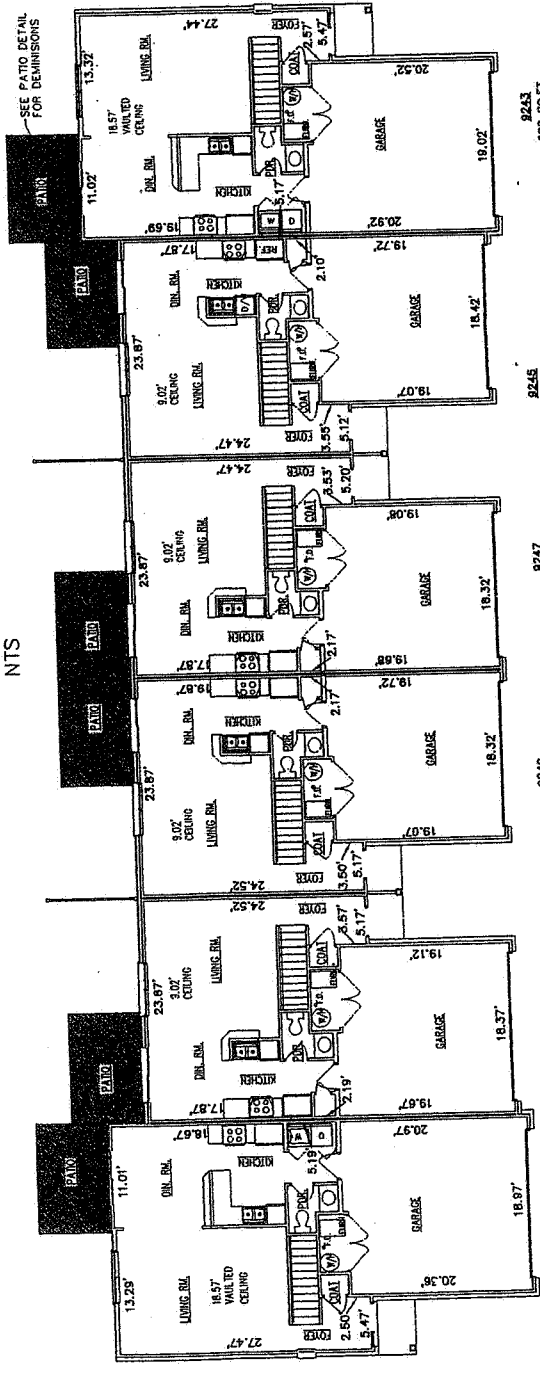
NOTES

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



9241	682 SQ.FT.	FF.932.83	FC.940.93
9246	889 SQ.FT.	FF.932.83	FC.940.93
9248	858 SQ.FT.	FF.932.83	FC.940.93
9251	682 SQ.FT.	FF.932.83	FC.940.93

FRONT SECOND FLOOR BUILDING 5 NTS



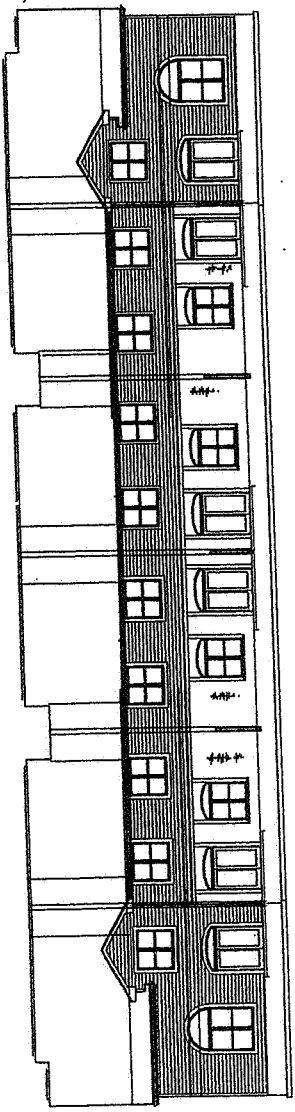
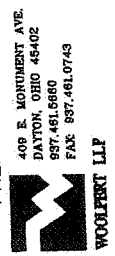
9243	682 SQ.FT.	FF.922.45	FC.931.47
9245	858 SQ.FT.	FF.922.45	FC.931.47
9247	859 SQ.FT.	FF.922.45	FC.931.47
9249	858 SQ.FT.	FF.922.45	FC.931.47
9251	682 SQ.FT.	FF.922.45	FC.931.47

FRONT FIRST FLOOR BUILDING 5 NTS

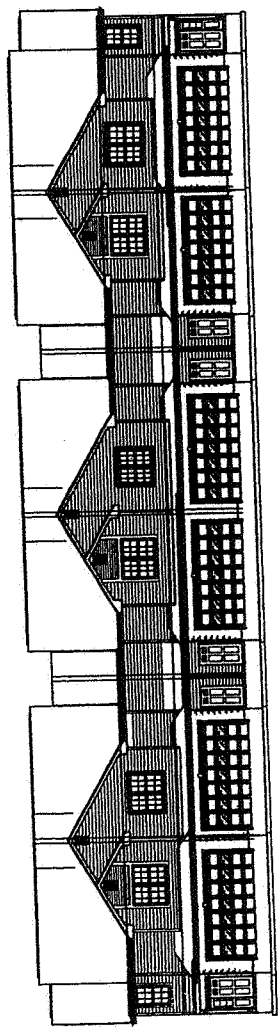
**CONDOMINIUM PLAY
TWIN LAKES AT SPRING
CONDOMINIUM SECTION 3**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

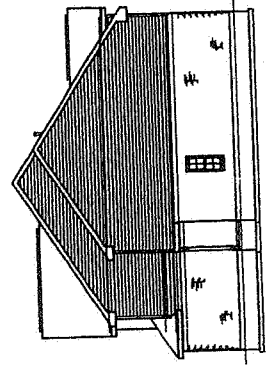
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.873 ACRES
NOVEMBER 2003
PREPARED BY:



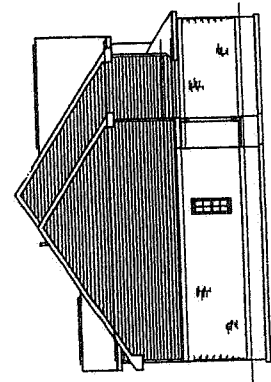
EAST ELEVATION BUILDING 4
WEST ELEVATION BUILDING 5



WEST ELEVATION BUILDING 4
EAST ELEVATION BUILDING 5



SOUTH ELEVATION BUILDING 4
NORTH ELEVATION BUILDING 5



NORTH ELEVATION BUILDING 4
SOUTH ELEVATION BUILDING 5

BUILDING 4 & 5 ELEVATIONS
NTS

**DESCRIPTION OF
TWIN LAKES CONDOMINIUMS
PHASE 3
WASHINGTON TOWNSHIP, OHIO
CONTAINING 1.873 ACRES
December 4, 2003**

Situate in Section 5, Township 2, Range 5, MRs., Washington Township, County of Montgomery, State of Ohio, and being part of Parcel I as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin (found), said point being the northwest corner of said Parcel I as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 in the Deed and Plat Records of Montgomery County, said point also being the northeast corner of Parcel III as conveyed to Simms Twin Lakes, LTD., by Instrument Record #02-125908 in the Deed and Plat Records of Montgomery County;

Thence along the west line of said parcel I and the east line of said Parcel III, South four degrees twelve minutes fifty-three seconds West (S04°12'53"W) for two hundred two and 19/100 feet (202.19') to a point, said point also being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

Thence leaving the west line of said Parcel I and the east line of Parcel III for the following seven (7) courses:

1. South eighty-five degrees three minutes seventeen seconds East (S85°03'17"E) for forty-three and 13/100 feet (43.13') to a point;
2. South fifty-nine degrees five minutes thirty-eight seconds East (S59°05'38"E) for one hundred sixty-eight and 44/100 feet (168.44') to a point;
3. South eight degrees fifty-two minutes fifty-eight seconds West (S08°52'58"W) for fifty-seven and 96/100 feet (57.96') to a point;
4. South eighty-one degrees seven minutes two seconds East (S81°07'02"E) for one hundred one and 03/100 feet (101.03') to a point;
5. South sixty-three degrees fifty-four minutes thirty-four seconds East (S63°54'34"E) for ninety-five and 79/100 feet (95.79') to a point;
6. South nine degrees fifty-nine minutes six seconds West (S09°59'06"W) for one hundred seventy-eight and 90/100 feet (178.90') to a point;
7. North eighty-one degrees seven minutes two seconds West (N81°07'02"W) for one hundred eighty-nine and 09/100 feet (189.09') to a point on the east line of said Parcel III, said point also being a point on the easterly line of Twin Lakes at Spring Valley Condominium Phase I as recorded in Plat Book 190 Page 22-22C;

Description of Twin Lakes Condominiums
Phase 3
Washington Township, Ohio

December 4, 2003

Page 2

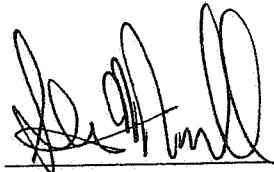
Thence northerly along the east line of said Twin Lakes at Spring Valley Condominium Phase I, North eight degrees fifty-two minutes and fifty-eight seconds East (N08°52'58"E) for seventy-two and 72/100 feet (72.72') to at point, also being the northeast corner of said Twin Lakes at Spring Valley Condominium Phase I;

Thence westerly along the north line of said Twin Lakes at Spring Valley Condominium Phase I, North eighty-one degrees seven minutes and two seconds West (N81°07'02"W) for one hundred seventy-eight and 55/100 feet (178.55') to a point on the east line of Parcel III of Simms Twin Lakes LTD.;

Thence northerly along the east line of said Parcel III, North four degrees twelve minutes and fifty-three seconds East (N04°12'53"E) for two hundred fifty-three and 49/100 feet (253.49') to the **TRUE POINT OF BEGINNING**, containing one and 873/1000 acres (1.873) 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

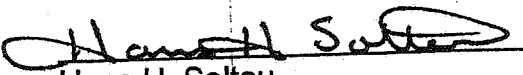


**SUPPLEMENTAL LEGAL CERTIFICATION
FOR TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 4)**

In addition to the Condominium Instruments as defined and referenced in my initial certification of Twin Lakes At Spring Valley Condominium, hereinafter referred to as the "Condominium", I have examined the Third Amendment to Declaration for Twin Lakes At Spring Valley Condominium, hereinafter referred to as the "Third Amendment", which adds additional property to the Condominium consisting of seventeen (17) Residential Units. With the exception of adding additional property, the Third Amendment does not affect the Condominium Instruments.

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

Dated: April 23, 2004


Hans H. Soltau

NO TRANSFER NEEDED

04 MAY 18 AM 9:35

KARL L. KEITH
AUDITOR

THIRD AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 4)

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

MONTGOMERY COUNTY AUDITOR

Dated: _____, 2004

By: _____

PLAT REFERENCE:

Book: 194, Page(s): 42

THIS INSTRUMENT PREPARED BY:
HANS H. SOLTAU
Attorney at Law
6776 Loop Road
Centerville, Ohio 45459

**THIRD AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY 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, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On June 20, 2003 certain premises located in the Township of Washington, 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 At Spring Valley Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

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

C. The Declaration and amendment(s) thereto were recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	D03-90169	190, Page 22C
First Amendment	D03-152726	192, Page 17
Second Amendment	D03-185606	193, Page 6

D. The Declarant is the owner of adjacent property.

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

F. The Declarant has determined to submit a certain part of the premises described in Exhibit "D" of the Declaration, said part being hereinafter referred to as

"Parcel B", together with the buildings and any other improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

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

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(d) Buildings Numbered 11 and 12 are two (2) stories in height containing six (6) Units each.

(e) Building Numbered 13 is two (2) stories in height containing five (5) Units.

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

<u>Unit No.</u>	<u>Type</u>
9170, 9178, 9180, 9190, 9193, 9203	Erie
9172, 9174, 9176, 9182, 9184, 9186 9188, 9195, 9197, 9199, 9201	Superior

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

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
9170	2.185 2/47	9203	2.185 2/47	9264	2.185 2/47
9172	2.098 2/47	9243	2.185 2/47	9265	2.098 2/47
9174	2.098 2/47	9245	2.098 2/47	9266	2.098 2/47
9176	2.098 2/47	9247	2.098 2/47	9267	2.098 2/47
9178	2.185 2/47	9249	2.098 2/47	9268	2.098 2/47
9180	2.185 2/47	9250	2.185 2/47	9269	2.185 2/47
9182	2.098 2/47	9251	2.098 2/47	9270	2.098 2/47
9184	2.098 2/47	9252	2.098 2/47	9272	2.098 2/47
9186	2.098 2/47	9253	2.185 2/47	9274	2.185 2/47
9188	2.098 2/47	9254	2.098 2/47	9289	2.185 2/47
9190	2.185 2/47	9256	2.098 2/47	9291	2.098 2/47
9193	2.185 2/47	9258	2.098 2/47	9293	2.098 2/47
9195	2.098 2/47	9259	2.185 2/47	9295	2.098 2/47
9197	2.098 2/47	9260	2.185 2/47	9297	2.098 2/47
9199	2.098 2/47	9261	2.098 2/47	9299	2.185 2/47
9201	2.098 2/47	9263	2.098 2/47		

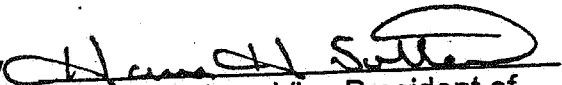
E. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Third Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

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

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

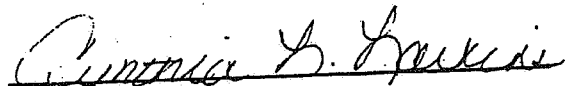
EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES, LTD.

By 
Hans H. Soltau, Vice President of
Charles V. Simms Development
Corporation, its sole member

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

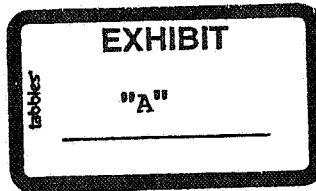
The foregoing instrument was acknowledged before me this 14TH day of MAY, 2004 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes, Ltd., an Ohio limited liability company, on behalf of such company.


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



DESCRIPTION OF
TWIN LAKES CONDOMINIUMS
PHASE 4
MONTGOMERY COUNTY, OHIO
CONTAINING 4.087 ACRES
APRIL 16, 2004

Situate in Section 5, Township 2, Range 5, MRs., Township of Washington, County of Montgomery, State of Ohio, and being part of Parcel I as conveyed to Simms Twin Lakes, LTD, by Instrument Record #02-125908 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at an iron pin found the southeast corner of Waterstone as recorded in P.B. 179, page 39, said point also being on the north line of Spring Valley Pike;

thence along the north line of said Spring Valley Pike South seventy-six degrees twenty-four minutes fifty seconds West ($S76^{\circ}24'50''W$) for one hundred thirty-eight and $42/100$ feet (138.42') to an iron pin found;

thence continuing along said north line on a curve to the left with a radius of one thousand and $00/100$ feet (1000.00') for an arc distance of five hundred thirty-five and $19/100$ feet (535.19'), [chord bearing South sixty-one degrees four minutes fifty-five seconds West ($S61^{\circ}04'55''W$) for five hundred twenty-eight and $82/100$ feet (528.82'), delta angle of said curve being thirty degrees thirty-nine minutes fifty seconds ($30^{\circ}39'50''$)] to an iron pin found;

thence continuing along said north line South forty-five degrees forty-five minutes zero seconds West ($S45^{\circ}45'00''W$) for two hundred fifty-six and $07/100$ feet (256.07') to a point, said point being an easterly corner of Twin Lakes at Spring Valley Condominium Phase 2 as recorded in P.B. 192, page 17;

thence leaving the north line of said Spring Valley Pike along an easterly line of said Twin Lakes at Spring Valley Condominium Phase 2 North thirty-three degrees nine minutes ten seconds West ($N33^{\circ}09'10''W$) for one hundred seventy-one and $60/100$ feet (171.60') to a point;

thence along an easterly line of said Twin Lakes at Spring Valley Condominium Phase 2 North thirty degrees forty minutes fifty-six seconds East ($N30^{\circ}40'56''E$) for one hundred fifty-seven and $91/100$ feet (157.91') to the northeast corner thereof, said point also being the southeast corner of Twin Lakes at Spring Valley Condominium Phase 3 as recorded in P.B. 193, page 6;

Description of TWIN LAKES CONDOMINIUMS
PHASE 4
Washington, Ohio

thence along the east line of said Twin Lakes at Spring Valley Condominium Phase 3 North nine degrees fifty-nine minutes six seconds East (N09°59'06"E) for one hundred seventy-eight and 90/100 feet (178.90') to the northeast corner thereof;

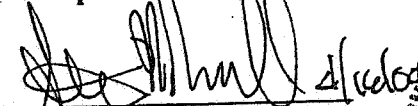
thence on a new dividing line South seventy-eight degrees thirty-two minutes three seconds East (S78°32'03"E) for two hundred twenty-two and 77/100 feet (222.77') to a point;

thence continuing on a new dividing line North twenty-eight degrees six minutes twenty-seven seconds East (N28°06'27"E) for two hundred thirty-seven and 46/100 feet (237.46') to point on the south line of said Waterstone;

thence South seventy degrees twenty-five minutes thirty-nine seconds East (S70°25'39"E) for four hundred fifty-nine and 45/100 feet (459.45') to the POINT OF BEGINNING, containing four and 087/1000 (4.087) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in July, 2002, with bearings based upon The Estates of Silvercreek Section One as recorded in P.B. 158, page 15.

Woolpert LLP



Steven W. Newell
Ohio Professional Surveyor #7212



Date: April 22, 2004
 State of Ohio,
 Charles H. Strawn, 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, LTD
 OWNER
 Charles H. Strawn, President
 6000 H. Street

In testimony whereof, I have hereunto set my hand and official seal on the day and date
 above written.
 Notary Public in and for the State of Ohio
 My Commission expires April 22, 2004

State of Ohio,
 By: Charles H. Strawn, President of Simms Twin Lakes, LTD by Charles H.
 Strawn, President of the State, personally seen by me, Notary Public, who acknowledged
 that the said sign was the signature of Charles H. Strawn, President of the State, and that the same is the free and voluntary act of
 him, personally, and as such, valid.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date
 above written.
 Notary Public in and for the State of Ohio
 My Commission expires April 22, 2004

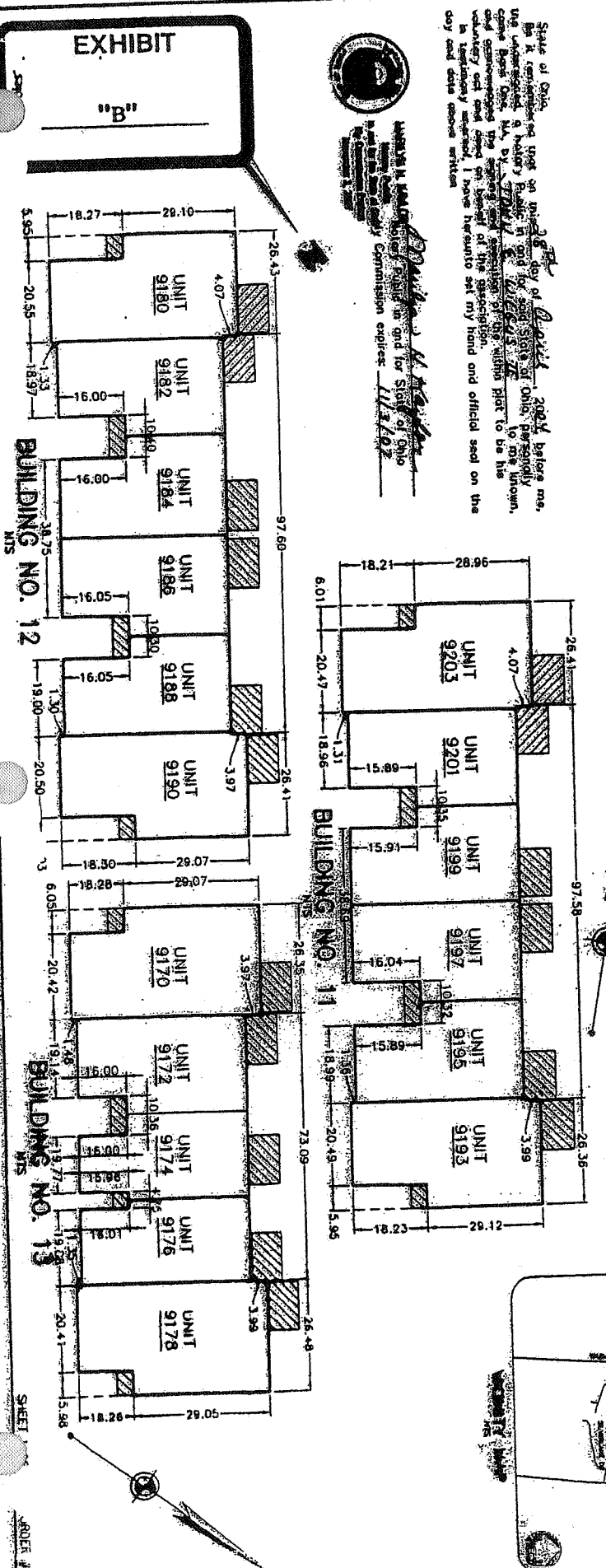
"Mortgage" Bank One, NA
 By: Robert E. White

**CONDOMINIUM PLAN
 TWIN LAKES AT SPRING VALLEY
 CONDOMINIUM PHASE 4**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
 AS RECORDED IN PLAT BOOK 190,
 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.B.S.
 WASHINGTON TOWNSHIP
 MONTGOMERY COUNTY, OHIO
 CONTAINING 4.027 ACRES
 APRIL 2004
 PREPARED BY:
 409 E. MONTGOMERY AVE.
 DAYTON, OHIO 45402
 FAX 513-461-0715
 WOLFE LLP

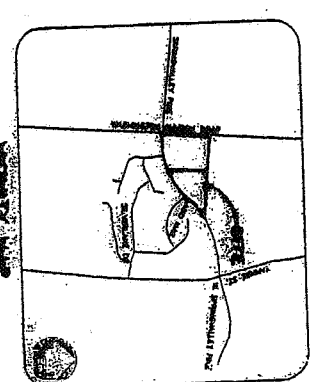
NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS



WOLFE LLP
 By: [Signature]
 Ohio Professional Engineer #53137

APPROVED DESCRIPTION ONLY
 MONTGOMERY COUNTY ENGINEER
 CHECKED BY _____ DATE _____
 FILE NO. _____

State of Ohio,
 By: Robert E. White, Notary Public, who acknowledged
 that the said sign was the signature of Charles H. Strawn, President of the State, and that the same is the free and voluntary act of
 him, personally, and as such, valid.
 In testimony whereof, I have hereunto set my hand and official seal on the day and date
 above written.



TWIN LAKES
 ETL - PARCEL III
 INST. 02-125908

TWIN LAKES, LTD. -
 PARCEL I
 INST. 02-125908

WATERSTONE
 P.B. 179, PG. 39
 48.121 AC.

TWIN LAKES AT SPRING VALLEY
 CONDOMINIUM PHASE 2
 P.B. 182, PG. 17

EXISTING GENERAL
 UTILITY EASEMENT
 P.B. 190, PG. 4

EXISTING
 DETENTION AND
 STORM EASEMENT
 P.B. 190, PG. 4

EXISTING GENERAL
 UTILITY EASEMENT
 P.B. 190, PG. 4

EXISTING GENERAL
 UTILITY EASEMENT
 P.B. 190, PG. 4

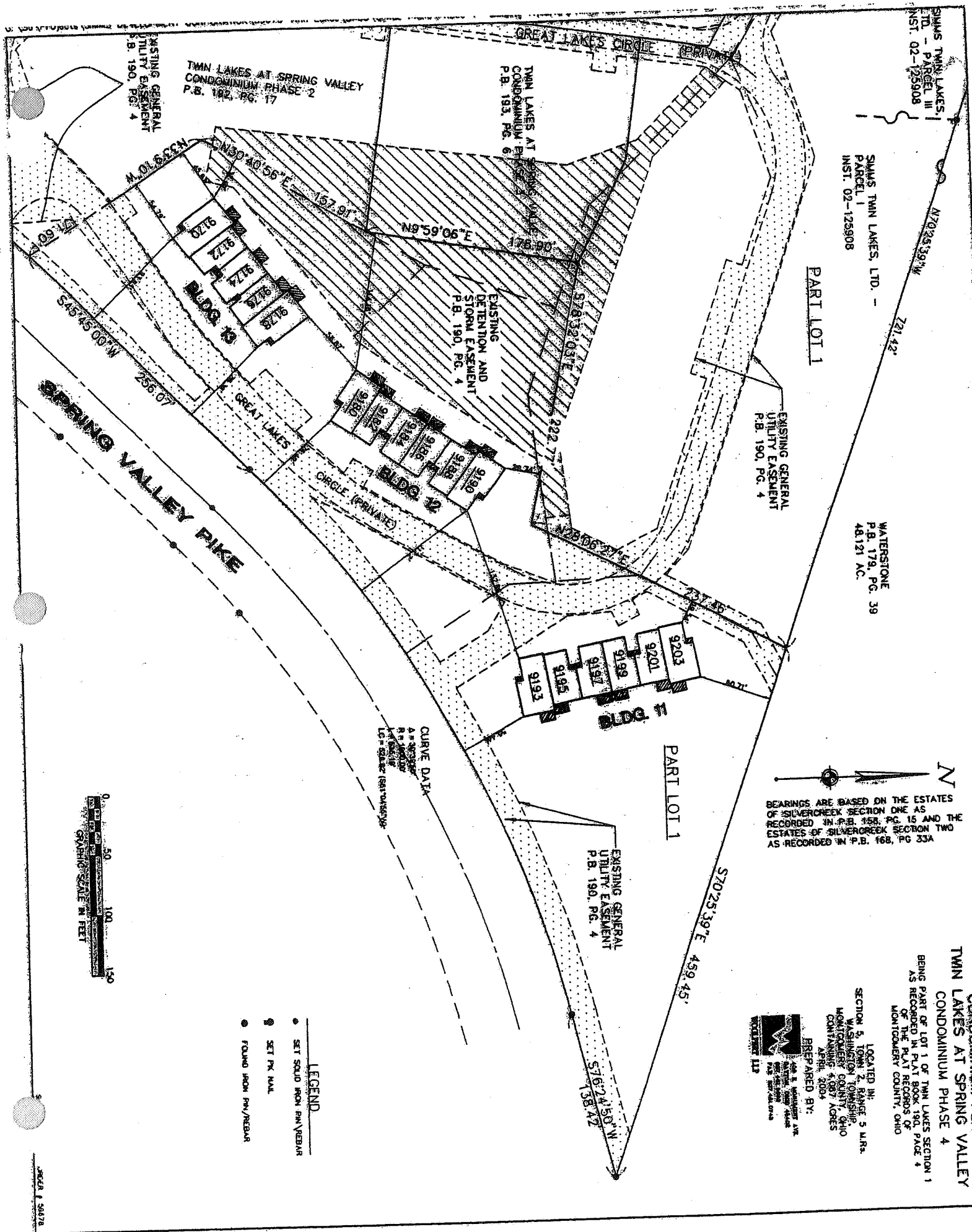
BEARINGS ARE BASED ON THE ESTATES
 OF SILVERCREEK SECTION ONE AS
 RECORDED IN P.B. 168, PG. 15 AND THE
 ESTATES OF SILVERCREEK SECTION TWO
 AS RECORDED IN P.B. 168, PG. 33A



LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 W. R.S.
 WASHINGTON TOWNSHIP,
 MONTEGOMERY COUNTY, OHIO
 CONTAINING 4.087 ACRES
 APRIL, 2004

PREPARED BY:
 WILSON ENGINEERS & ARCHITECTS, INC.
 1000 W. WASHINGTON ST.
 SUITE 200
 MONTICELLO, OHIO 45755

TWIN LAKES AT SPRING VALLEY
 CONDOMINIUM PHASE 4
 BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
 AS RECORDED IN PLAT BOOK 190, PAGE 4
 OF THE PLAT RECORDS OF
 MONTEGOMERY COUNTY, OHIO



- LEGEND
- SET SOLID IRON PIN/REBAR
 - SET PIN NAIL
 - FOUND IRON PIN/REBAR

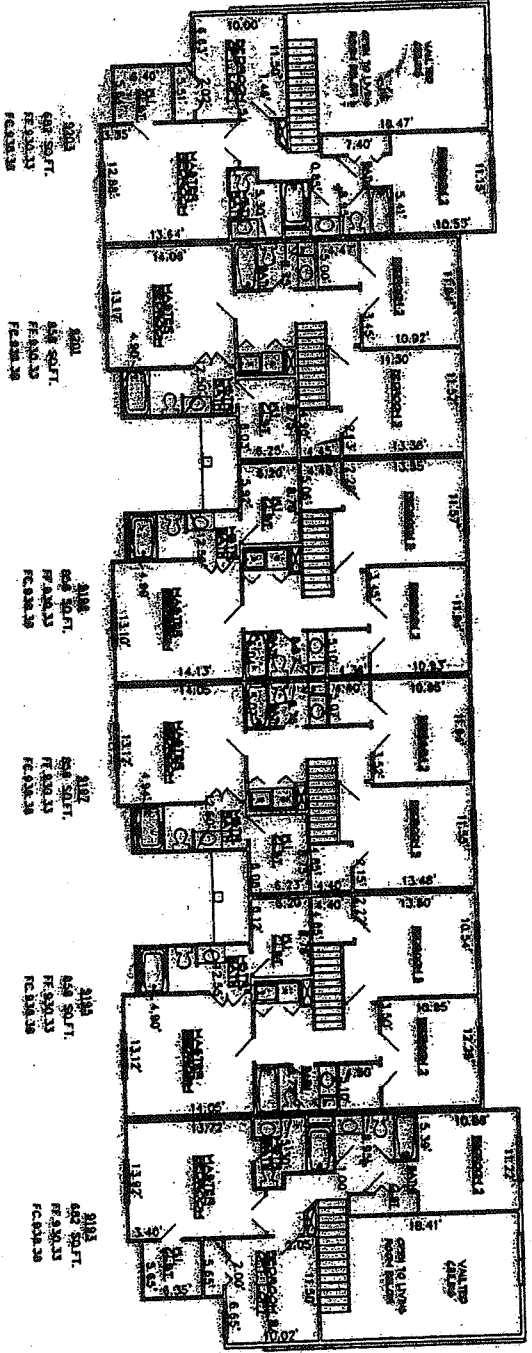
CURVE DATA
 A = 100.00'
 R = 100.00'
 Δ = 90.00°
 LG = 57.28' (RADIUS)
 LG = 57.28' (RADIUS)

**CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 4**

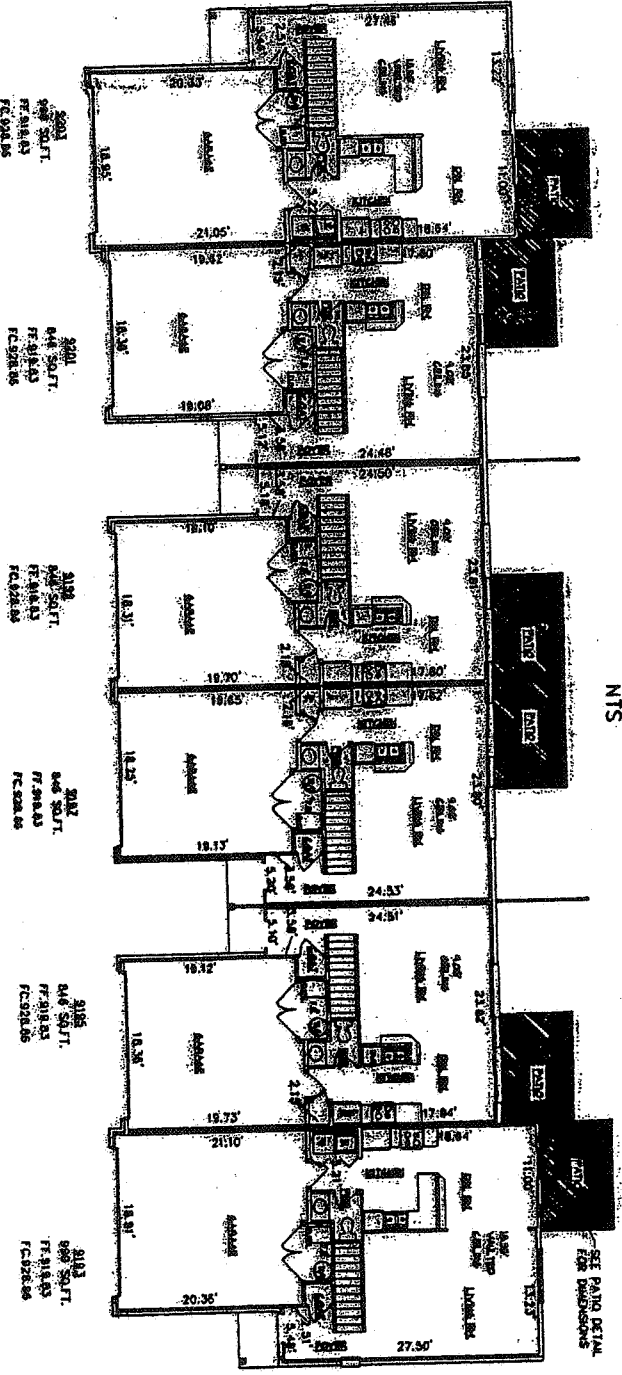
BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 4.087 ACRES
APRIL 2004

PREPARED BY:
100 E. HONOLULU AVE.
DAYTON, OHIO 45402
TEL: 513.481.9900
FAX: 513.481.0743
WOODRUFF LLP



**FRONT
SECOND FLOOR
BUILDING 11
NTS**



**FRONT
FIRST FLOOR
BUILDING 11
NTS**

INDICATES LIMITED COMMON
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

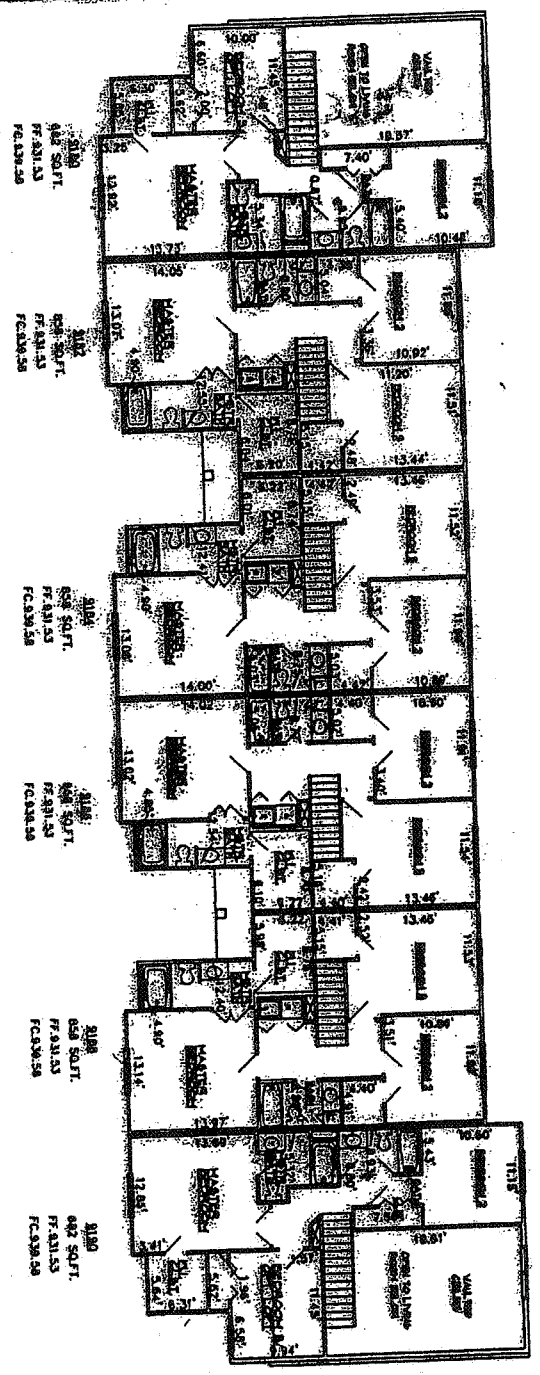


TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 4

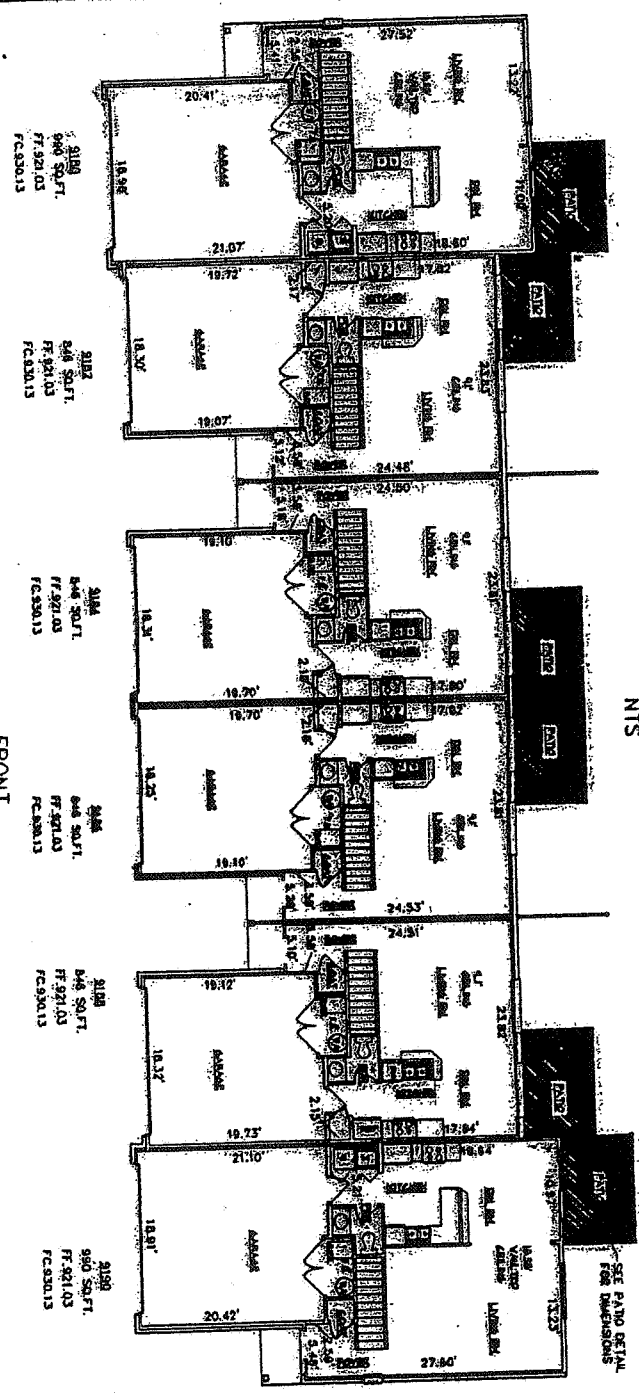
BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
 AS RECORDED IN PLAT BOOK 190, PAGE 4
 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.R.S.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 4.087 ACRES
 APRIL 2004

PREPARED BY:
 400 E. MONUMENT AVE.
 MONTGOMERY, OHIO 45302
 562-7444/4540
 FAX 562-7410/7413
WOODBURY LLP



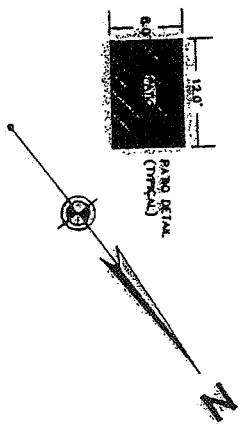
FRONT
 SECOND FLOOR
 BUILDING 12
 NTS



FRONT
 FIRST FLOOR
 BUILDING 12
 NTS

 INDICATES LIMITED COMMON
 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

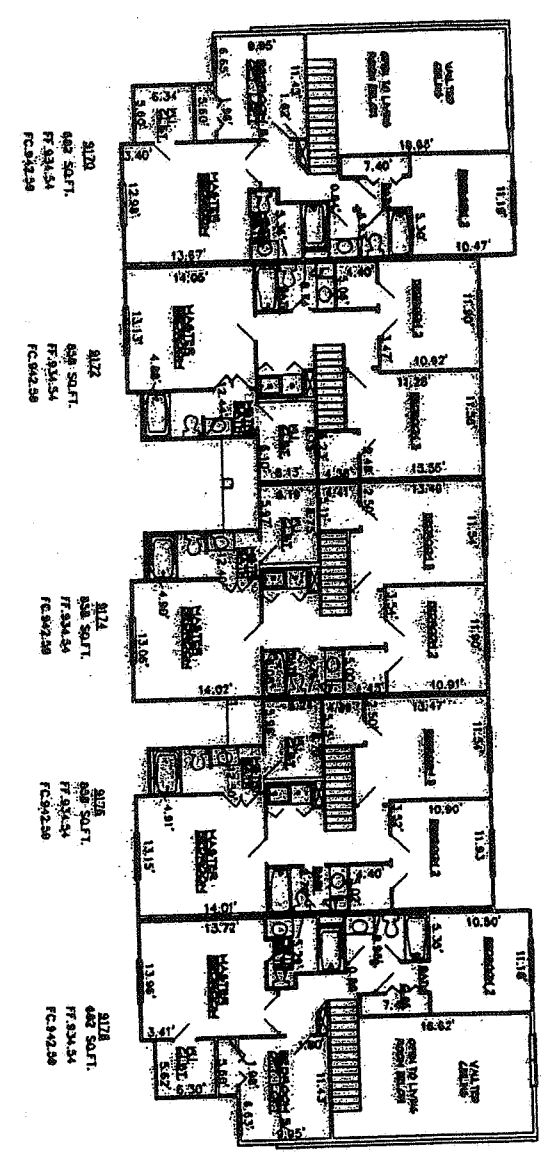


**CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 4**

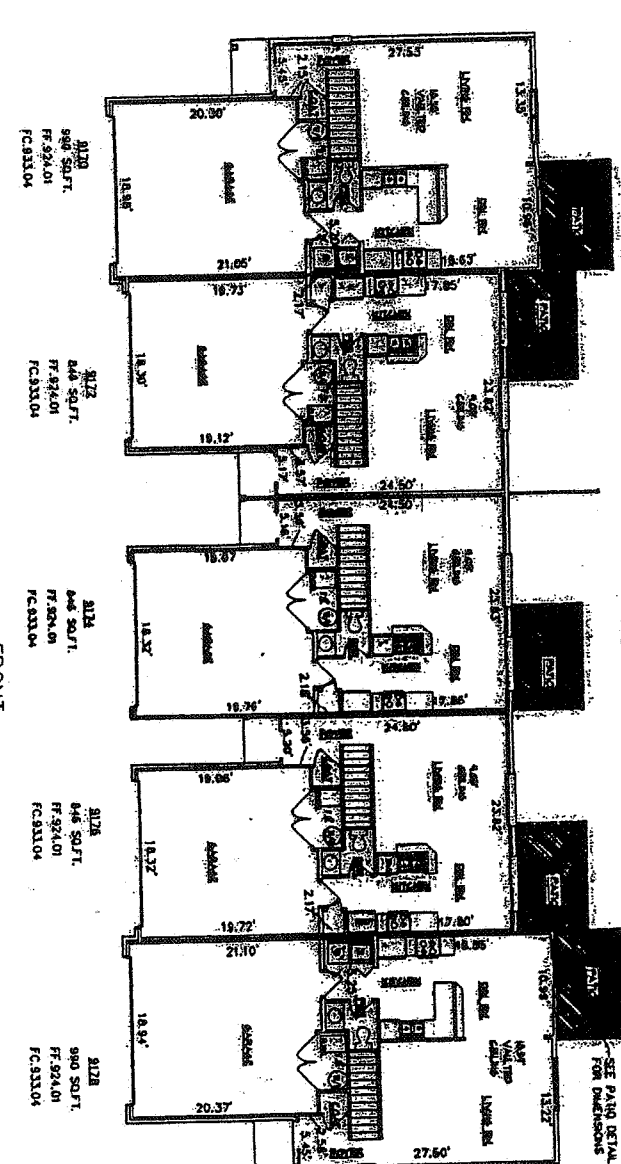
BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.S.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 4.087 ACRES
APRIL 2004

PREPARED BY:
409 E. MOUNTAIN AVE.
DAYTON, OHIO 45402
937-481-5690
FAX: 937-481-0743
WOODGATE LLP



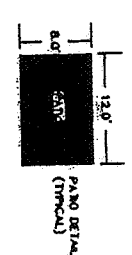
**FRONT
SECOND FLOOR
BUILDING 13
NTS**

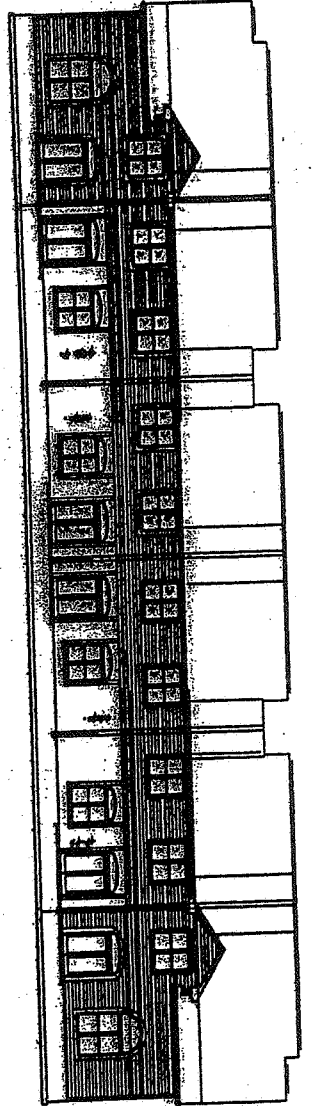


**FRONT
FIRST FLOOR
BUILDING 13
NTS**

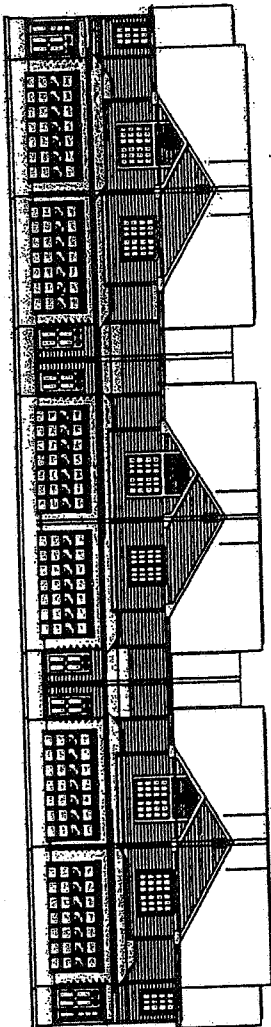
INDICATES LIMITED COMMON
FOR PORCH AND PATIO

- 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

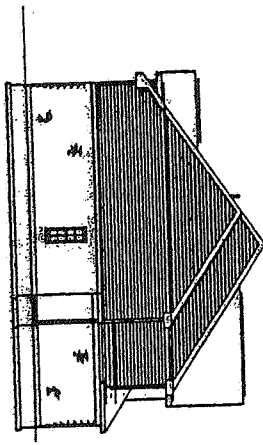




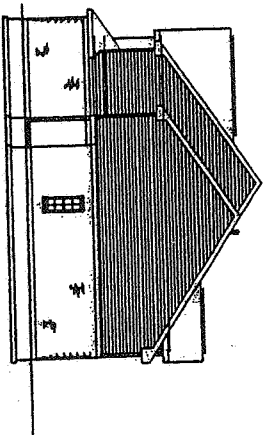
EAST ELEVATION BUILDING 11
 NORTHWEST ELEVATION BUILDING 12



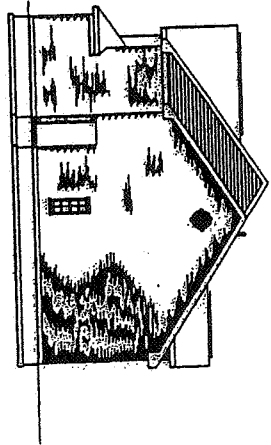
WEST ELEVATION BUILDING 11
 SOUTHEAST ELEVATION BUILDING 12



NORTH ELEVATION BUILDING 11
 SOUTHWEST ELEVATION BUILDING 12



NORTHEAST ELEVATION BUILDING 12



SOUTH ELEVATION BUILDING 11

BUILDING 11 & 12 ELEVATIONS

CONDOMINIUM PLAN
 TWIN LAKES AT SPRING VALLEY
 CONDOMINIUM PHASE 4

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
 AS RECORDED IN PLAT BOOK 190, PAGE 4
 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

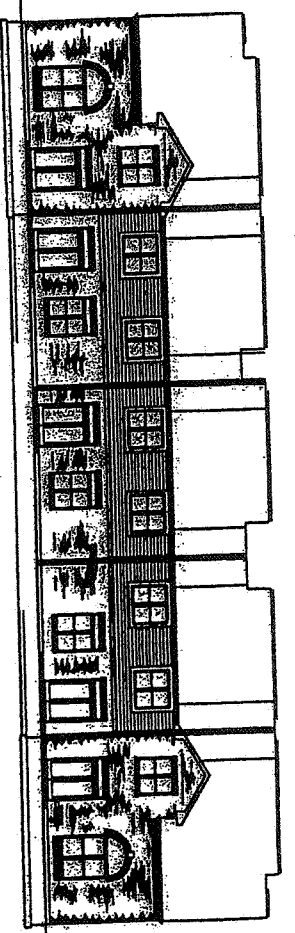
LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.Rs.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 4.087 ACRES
 APRIL 2004

PREPARED BY:

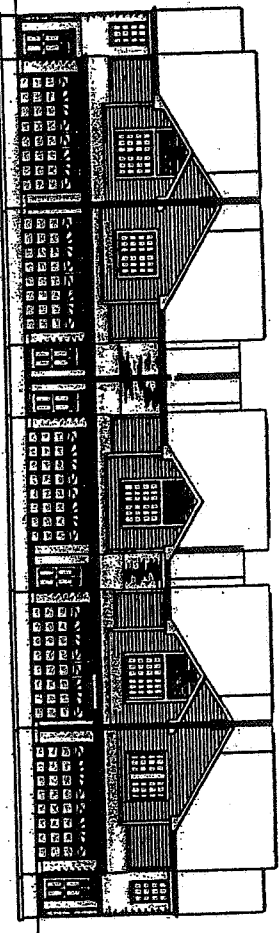


408 E. MONTGOMERY AVE.
 DAYTON, OHIO 45402
 937.441.4400
 FAX 937.441.0715

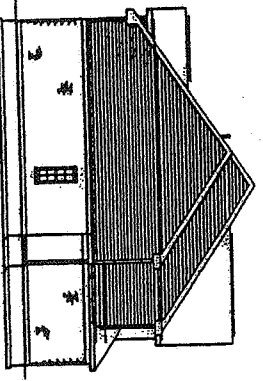
WOODFIELD LLP



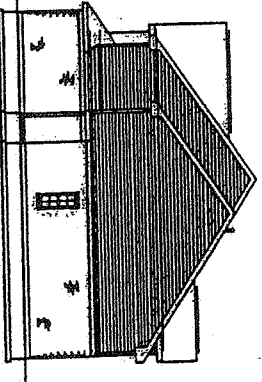
NORTHWEST ELEVATION BUILDING 13



SOUTHEAST ELEVATION BUILDING 13



SOUTHWEST ELEVATION BUILDING 13



NORTHEAST ELEVATION BUILDING 13

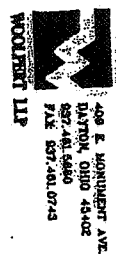
BUILDING 13 ELEVATIONS

CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 4

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

LOCATED IN:
SECTION 5, TOWN 2, RANGE 5, M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 4.087 ACRES
APRIL 2004

PREPARED BY:



408 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
597-461-6660
FAX 597-481-0743

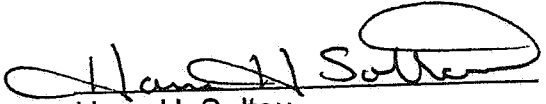
LAW OFFICES
HANS H. SOLTAU CO., L.P.A.
6776 LOOP ROAD
CENTERVILLE, OHIO 45459
(937) 438-1001
TELECOPIER (937) 438-1207

**SUPPLEMENTAL LEGAL CERTIFICATION
FOR TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 5)**

In addition to the Condominium Instruments as defined and referenced in my initial certification of Twin Lakes At Spring Valley Condominium, hereinafter referred to as the "Condominium", I have examined the Fourth Amendment to Declaration for Twin Lakes At Spring Valley 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.

Dated: October 14, 2004


Hans H. Soltau

NO TRANSFER NEEDED

04 OCT 21 AM 8:56

KARL L. KEITH
AUDITOR

**FOURTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 5)**

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

MONTGOMERY COUNTY AUDITOR

Dated: 10/21, 2004

By: Karl L. Keith

PLAT REFERENCE:

Book: 196, Page(s): 43 & 43D

THIS INSTRUMENT PREPARED BY:

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

Box - SOUTH WEST TITLE

\$286.50 10/21/04
COND-04-120009 0012
Montgomery County
Clerk Judge Recorder

**FOURTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY 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, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On June 20, 2003 certain premises located in the Township of Washington, 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 At Spring Valley Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

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

C. The Declaration and amendment(s) thereto were recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	03-90169	190, Page 22C
First Amendment	03-152726	192, Page 17
Second Amendment	03-185606	193, Page 6
Third Amendment	04-056514	194, Page 42

D. The Declarant is the owner of the adjacent property.

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

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

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

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(f) Buildings Numbered 9 and 10 are two (2) stories in height containing six (6) Units each.

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

<u>Unit No.</u>	<u>Type</u>
9205, 9206, 9215, 9216	Erie
9207, 9208, 9209, 9210, 9211, 9212, 9213, 9214	Superior

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

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
9170	1.454 11/71	9208	1.395 11/71	9259	1.454 11/71
9172	1.395 11/71	9209	1.395 11/71	9260	1.454 11/71
9174	1.395 11/71	9210	1.395 11/71	9261	1.395 11/71
9176	1.395 11/71	9211	1.395 11/71	9263	1.395 11/71
9178	1.454 11/71	9212	1.395 11/71	9264	1.454 11/71
9180	1.454 11/71	9213	1.395 11/71	9265	1.395 11/71
9182	1.395 11/71	9214	1.395 11/71	9266	1.395 11/71
9184	1.395 11/71	9215	1.454 11/71	9267	1.395 11/71
9186	1.395 11/71	9216	1.454 11/71	9268	1.395 11/71
9188	1.395 11/71	9243	1.454 11/71	9269	1.454 11/71
9190	1.454 11/71	9245	1.395 11/71	9270	1.395 11/71
9193	1.454 11/71	9247	1.395 11/71	9272	1.395 11/71
9195	1.395 11/71	9249	1.395 11/71	9274	1.454 11/71
9197	1.395 11/71	9250	1.454 11/71	9289	1.454 11/71
9199	1.395 11/71	9251	1.395 11/71	9291	1.395 11/71
9201	1.395 11/71	9252	1.395 11/71	9293	1.395 11/71
9203	1.454 11/71	9253	1.454 11/71	9295	1.395 11/71
9205	1.454 11/71	9254	1.395 11/71	9297	1.395 11/71
9206	1.454 11/71	9256	1.395 11/71	9299	1.454 11/71
9207	1.395 11/71	9258	1.395 11/71		

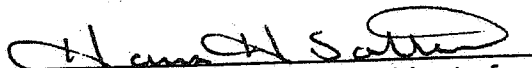
E. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Fourth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

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

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

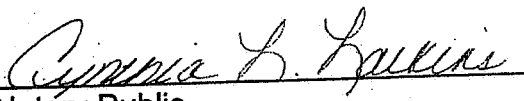
EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES, LTD.

By: 
Hans H. Soltau, Vice President of
Charles V. Simms Development
Corporation, its sole member

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

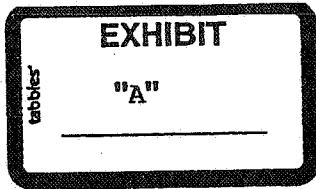
The foregoing instrument was acknowledged before me this 11TH day of OCTOBER, 2004 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes, Ltd., an Ohio limited liability company, on behalf of such company.


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



**DESCRIPTION OF
TWIN LAKES CONDOMINIUMS
PHASE 5
WASHINGTON TOWNSHIP, OHIO
CONTAINING 1.045 ACRES
September 27, 2004**

Situate in Section 5, Township 2, Range 5, MRs., Township of Washington, County of Montgomery, State of Ohio, and being part of Parcel I as conveyed to Simms Twin Lakes, LTD., by deed recorded in Instrument Record #02-125908 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin found at the Northwest corner of said Parcel I as conveyed to Simms Twin Lakes, LTD., said point also being on the south line of Waterstone as recorded in Plat Book 179 at Page 39 in the Plat Records of Montgomery County;

Thence along the north line of said Parcel I and the south line of said Waterstone, South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for five hundred thirty-two and $60/100$ feet ($532.60'$) to an iron pin set, said point also being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

Thence continuing along the north line of said Parcel I and the south line of said Waterstone, South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for one hundred eighty-eight and $81/100'$ feet ($188.81'$) to an iron pin set, said point also being the northwest corner of Twin Lakes at Spring Valley Condominium Phase 4, said recorded in PB 194, page 42 of the Plat Records of Montgomery County Ohio;

Thence leaving the north line of said Parcel I and the south line of said Waterstone along the west line of said Twin Lakes at Spring Valley Condominium Phase 4, South twenty-eight degrees six minutes twenty-seven seconds West ($S28^{\circ}06'27''W$) for two hundred thirty-seven and $46/100$ feet ($237.46'$) to an iron pin set;

Thence on a new dividing line for the following four (4) courses:

1. North seventy-eight degrees thirty-two minutes three seconds West ($N78^{\circ}32'03''W$) for one hundred eighty and $95/100$ feet ($180.95'$) to an iron pin set;
2. North nineteen degrees thirty-four minutes twenty-eight seconds East ($N19^{\circ}34'28''E$) for one hundred forty-three and $34/100$ feet ($143.34'$) to an iron pin set;

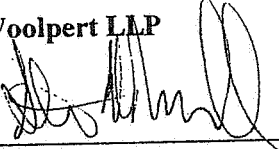
Description of Twin Lakes
Condominiums Phase 5
Washington Township, Ohio

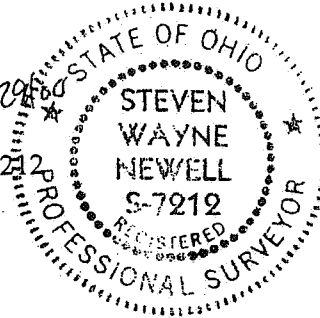
September 27, 2004
Page 2

3. South seventy degrees twenty-five minutes thirty two seconds East (S70°25'32"E) for twenty-five and 56/100 feet (25.56') to an iron pin set;
4. North nineteen degrees thirty-four minutes twenty one seconds East (N19°34'21"E) for one hundred seventeen and 00/100 feet (117.00') to the **TRUE POINT OF BEGINNING**, containing one and 45/1000 acres (1.045) 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 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



**CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 5**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

DESCRIPTION

The within Condominium Plan is Part of Lot 1 as recorded in Plat Book 190, Page 4 in the Plat Records of Montgomery County, Ohio, containing 1.045 acres as conveyed to Simms Twin Lakes, L.P., as recorded in Instrument Record Number 02-125906 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

10/5/04
DATE

ENGINEER'S CERTIFICATION

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



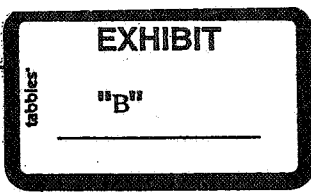
By *[Signature]*
John A. Peterson
Ohio Professional Engineer #63137

10/5/04
DATE

APPROVED DESCRIPTION ONLY
[Signature]
MONTGOMERY COUNTY ENGINEER

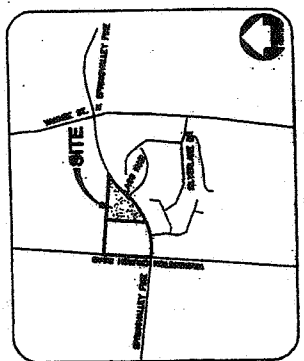
10/18/04
DATE
01-010
FILE NO.

CHECKED BY
[Signature]



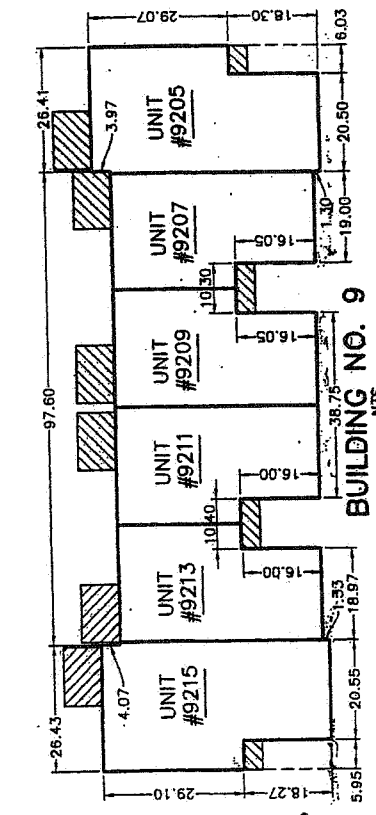
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.045 ACRES
OCTOBER 2004

PREPARED BY:
WOODPOINT LLP
409 E. MONUMENT AVE.
BALTON, OHIO 45402
937-461-6660
FAX 937-461-0745

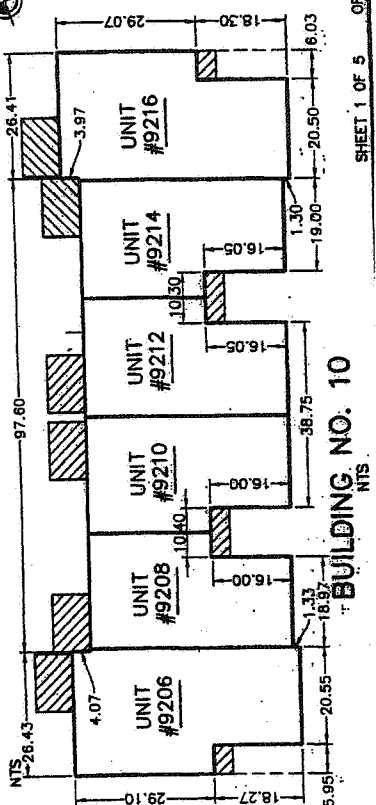


VICINITY MAP

NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS



BUILDING NO. 9

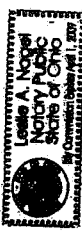


BUILDING NO. 10

Date: 10/18/04
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, LTD
"OWNER"
[Signature]
Charles H. Simms, President

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
[Signature]
Notary Public in and for State of Ohio
My Commission expires: 4-7-04



State of Ohio,
Be it remembered that on this 17th day of October, 2004, 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.

[Signature]
Notary Public in and for State of Ohio
My Commission expires: 4-7-09



Signed on the date set forth in acknowledgment:
[Signature]
"Woodpoint" = Fifth Third Bank

State of Ohio,
Be it remembered that on this 18th day of October, 2004, before 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 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.

[Signature]
Notary Public in and for State of Ohio
My Commission expires: 08-31-04

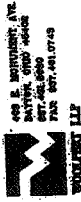


**CONDOMINIUM I
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 5**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
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 1.045 ACRES
OCTOBER 2004

PREPARED BY:



400 E. WASHINGTON AVE.
SPRING VALLEY, OHIO 45376
937.462.8900
FAX 937.481.0749

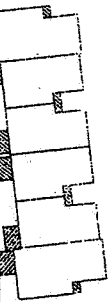
WATERSTONE
P.B. 179, PG. 39
48.121 AC.

57025'39"E
532.60'

SIMMS TWIN LAKES, LTD.

PARCEL I
INST. 02-125908

PART LOT 1



57025'39"E
188.81'

57035'51"E
25.56'

117.00'E

119'34.21'E

143.34'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'

183.95'



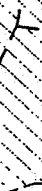
EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



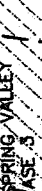
EXISTING
DETENTION AND
STORM EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



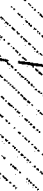
EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



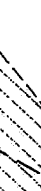
EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4

SIMMS TWIN LAKES, LTD.
PARCEL III
INST. 02-125908

TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 3
P.B. 193, PG. 6

TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 1
P.B. 190, PG. 22

TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 3
P.B. 193, PG. 6

TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 2
P.B. 192, PG. 17

TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 4
P.B. 194, PG. 42

BEARINGS ARE BASED ON THE ESTATES
OF SILVERCREEK SECTION ONE AS
RECORDED IN P.B. 158, PG. 18 AND THE
ESTATES OF SILVERCREEK SECTION TWO
AS RECORDED IN P.B. 168, PG. 30A

EXISTING GENERAL
UTILITY EASEMENT
P.B. 190, PG. 4



LEGEND

- SET SOLID IRON PIN/REBAR
- SET PK NAIL
- FOUND IRON PIN/REBAR



GRAPHIC SCALE IN FEET

SHEET 2 OF 5 - ORDER 59678

**CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 5**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 199, PAGE 4
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 1.045 ACRES
OCTOBER 2004

PREPARED BY:



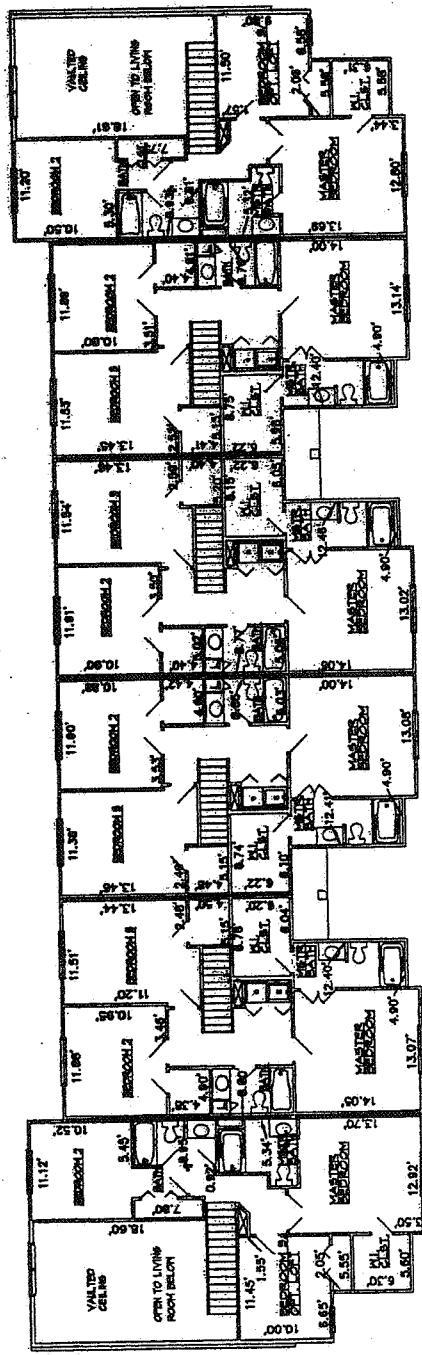
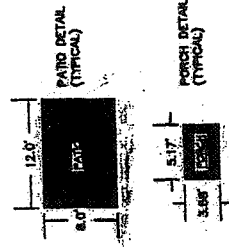
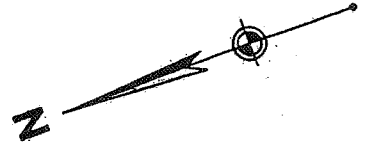
400 E. MONROE AVE.
DAYTON, OHIO 45402
937.481.8880
FAX 937.481.0745

WOOLPERT LLP

INDICATES LIMITED COMMON
ELEMENTS FOR PORCH AND PATIO

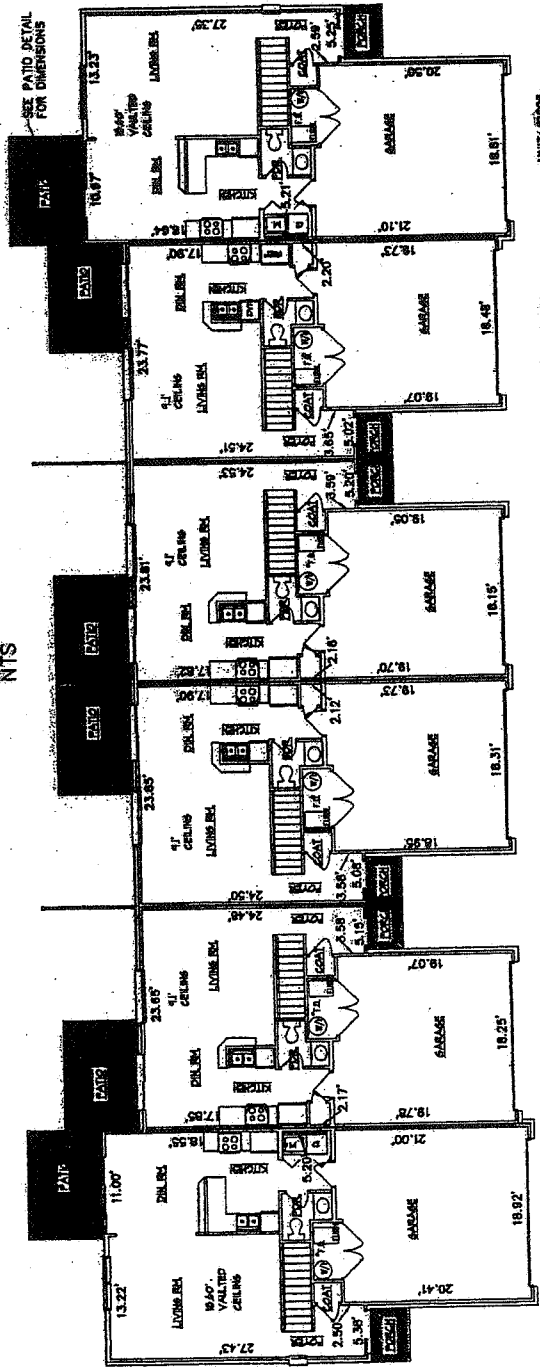
NOTES

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 #8215 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8216 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8217 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8218 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8219 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8220 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8221 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8222 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8223 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8224 682 SQ.FT. FF.931.50 FC.939.60	UNIT #8225 682 SQ.FT. FF.931.50 FC.939.60
--	--	--	--	--	--	--	--	--	--	--

**FRONT
SECOND FLOOR
BUILDING 9
NTS**



UNIT #8205 890 SQ.FT. FF.921.00 FC.930.10	UNIT #8206 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8207 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8208 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8209 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8210 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8211 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8212 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8213 846 SQ.FT. FF.921.00 FC.930.10	UNIT #8214 890 SQ.FT. FF.921.00 FC.930.10
--	--	--	--	--	--	--	--	--	--

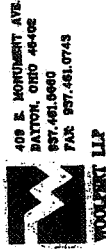
**FRONT
FIRST FLOOR
BUILDING 9**

**CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 5**

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

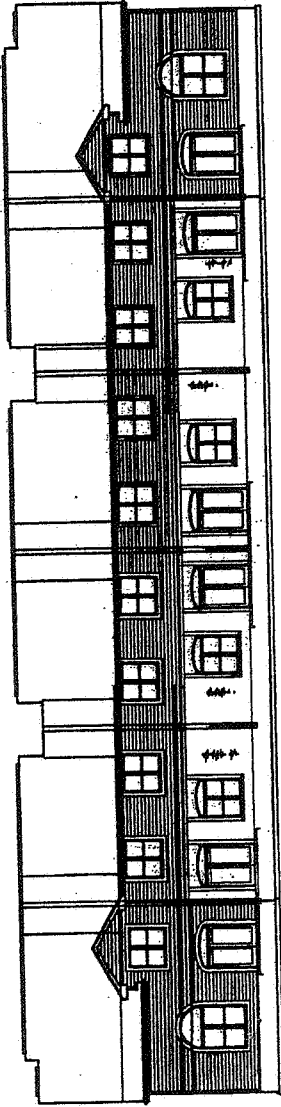
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 1.045 ACRES
OCTOBER 2004

PREPARED BY:



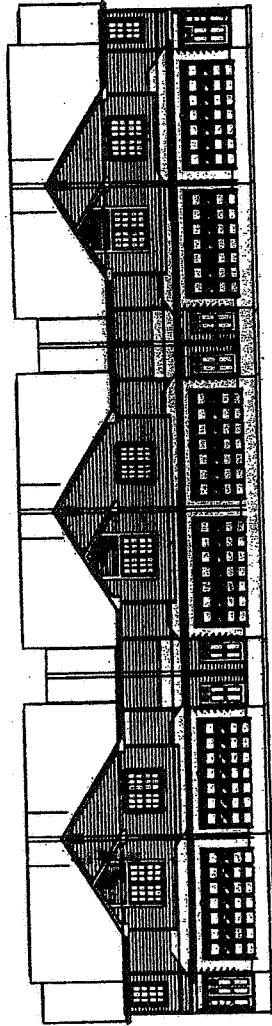
408 E. MORDECAI AVE.
BALTON, OHIO 46402
937.461.0666
FAX 937.461.0743

WOODMARK III



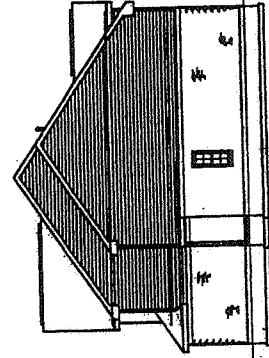
NORTHEAST ELEVATION BUILDING 9

SOUTHWEST ELEVATION BUILDING 10



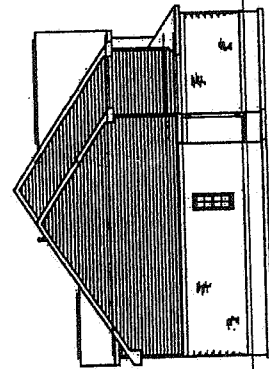
SOUTHWEST ELEVATION BUILDING 9

NORTHEAST ELEVATION BUILDING 10



SOUTHEAST ELEVATION BUILDING 9

NORTHWEST ELEVATION BUILDING 10



NORTHWEST ELEVATION BUILDING 9

SOUTHEAST ELEVATION BUILDING 10

BUILDING 9 AND 10 ELEVATIONS

NTS

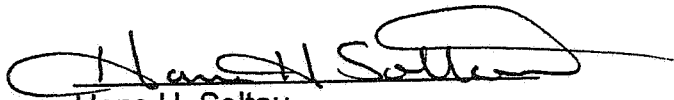
LAW OFFICES
HANS H. SOLTAU CO., L.P.A.
6776 LOOP ROAD
CENTERVILLE, OHIO 45459
(937) 438-1001
TELECOPIER (937) 438-1207

**SUPPLEMENTAL LEGAL CERTIFICATION
FOR TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 6)**

In addition to the Condominium Instruments as defined and referenced in my initial certification of Twin Lakes At Spring Valley Condominium, hereinafter referred to as the "Condominium", I have examined the Fifth Amendment to Declaration for Twin Lakes At Spring Valley Condominium, hereinafter referred to as the "Fifth Amendment", which adds additional property to the Condominium consisting of eighteen (18) Residential Units. With the exception of adding additional property, the Fifth Amendment does not affect the Condominium Instruments.

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

Dated: April 11, 2005


Hans H. Soltau

NO TRANSFER NEEDED

05 APR 18 AM 9:49

KARL L. KEITH
AUDITOR

FIFTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY CONDOMINIUM
(PHASE 6)

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

MONTGOMERY COUNTY AUDITOR

Dated: 4/18, 2005 By: Karl L. Keith

PLAT REFERENCE:

Book: 199, Page(s): 5

THIS INSTRUMENT PREPARED BY:

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

1330.20 04/18/05 00:02
MONT-05-0351 013
Montgomery County
Judy Dodge Recorder

**FIFTH AMENDMENT TO DECLARATION
FOR
TWIN LAKES AT SPRING VALLEY 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, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. On June 20, 2003 certain premises located in the Township of Washington, 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 At Spring Valley Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

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

C. The Declaration and amendment(s) thereto were recorded in the Deed and Plat Records of Montgomery County, Ohio as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	03-90169	190, Page 22C
First Amendment	03-152726	192, Page 17
Second Amendment	03-185606	193, Page 6
Third Amendment	04-056514	194, Page 42
Fourth Amendment	04-120009	196, Page 43

D. The Declarant is the owner of the adjacent property.

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

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

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

NOW, THEREFORE, Declarant hereby declares that:

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

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

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

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

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

(g) Buildings Numbered 6, 7 and 8 are two (2) stories in height containing six (6) Units each.

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

<u>Unit No.</u>	<u>Type</u>
9217, 9220, 9227, 9230, 9231, 9241	Erie
9219, 9221, 9222, 9223, 9224, 9225 9226, 9228, 9233, 9235, 9237, 9239	Superior

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

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
9170	1.37 12/77	9214	1.26 12/77	9251	1.26 12/77
9172	1.26 12/77	9215	1.37 12/77	9252	1.26 12/77
9174	1.26 12/77	9216	1.37 12/77	9253	1.37 12/77
9176	1.26 12/77	9217	1.37 12/77	9254	1.26 12/77
9178	1.37 12/77	9219	1.26 12/77	9256	1.26 12/77
9180	1.37 12/77	9220	1.37 12/77	9258	1.26 12/77
9182	1.26 12/77	9221	1.26 12/77	9259	1.37 12/77
9184	1.26 12/77	9222	1.26 12/77	9260	1.37 12/77
9186	1.26 12/77	9223	1.26 12/77	9261	1.26 12/77
9188	1.26 12/77	9224	1.26 12/77	9263	1.26 12/77
9190	1.37 12/77	9225	1.26 12/77	9264	1.37 12/77
9193	1.37 12/77	9226	1.26 12/77	9265	1.26 12/77
9195	1.26 12/77	9227	1.37 12/77	9266	1.26 12/77
9197	1.26 12/77	9228	1.26 12/77	9267	1.26 12/77
9199	1.26 12/77	9230	1.37 12/77	9268	1.26 12/77
9201	1.26 12/77	9231	1.37 12/77	9269	1.37 12/77
9203	1.37 12/77	9233	1.26 12/77	9270	1.26 12/77
9205	1.37 12/77	9235	1.26 12/77	9272	1.26 12/77
9206	1.37 12/77	9237	1.26 12/77	9274	1.37 12/77
9207	1.26 12/77	9239	1.26 12/77	9289	1.37 12/77
9208	1.26 12/77	9241	1.37 12/77	9291	1.26 12/77
9209	1.26 12.77	9243	1.37 12/77	9293	1.26 12/77
9210	1.26 12/77	9245	1.26 12/77	9295	1.26 12/77
9211	1.26 12/77	9247	1.26 12/77	9297	1.26 12/77
9212	1.26 12/77	9249	1.26 12/77	9299	1.37 12/77
9213	1.26 12/77	9250	1.37 12/77		

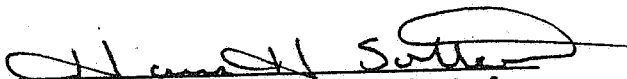
E. The drawings attached as Exhibit "B" to the Declaration are hereby amended by adding thereto and making a part thereof the drawings attached to this Fifth Amendment as Exhibit "B", relating to Parcel B, the Parcel B buildings and all other improvements thereon.

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

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

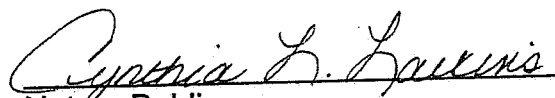
EXECUTED on the date set forth in the acknowledgement of the signature below.

SIMMS TWIN LAKES, 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 11TH day of April, 2005 by Hans H. Soltau, Vice President of Charles V. Simms Development Corporation, the sole member of Simms Twin Lakes, 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 "A"

DESCRIPTION OF TWIN LAKES CONDOMINIUMS PHASE 6 MONTGOMERY COUNTY, OHIO CONTAINING 2.365 ACRES MARCH 24, 2005

Situate in Section 5, Township 2, Range 5, MRs., Township of Washington, County of Montgomery, State of Ohio, and being part of Parcel III as conveyed to Simms Twin Lakes, LTD., by deed recorded in Instrument Record #02-125908 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at an iron pin (found) at the northwest corner of said Parcel III, said point also being on the south line of Waterstone as recorded in Plat Book 179, page 39;

thence along said south line South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for fifty-seven and 65/100 feet (57.65') to the **TRUE POINT OF BEGINNING** of the herein described tract of land

thence continuing along said south line South seventy degrees twenty-five minutes thirty-nine seconds East ($S70^{\circ}25'39''E$) for four hundred seventy-four and 95/100 feet (474.95') to the northwest corner of Twin Lakes at Spring Valley Condominium Phase 5 as recorded in Plat Book 196, page 43;

thence leaving said south line along the west line of said Phase 5 for the following 3 courses:

1. South nineteen degrees thirty-four minutes twenty-one seconds West ($S19^{\circ}34'21''W$) for one hundred seventeen and 00/100 feet (117.00') to a point;
2. thence North seventy degrees twenty-five minutes thirty-two seconds West ($N70^{\circ}25'32''W$) for twenty-five and 56/100 feet (25.56') to a point;
3. thence South nineteen degrees thirty-four minutes twenty-eight seconds West ($S19^{\circ}34'28''W$) for one hundred forty-three and 34/100 feet (143.34') to point on the north line of Twin Lakes at Spring Valley Condominium Phase 4 as recorded in Plat Book 194, page 42;

Description of Twin Lakes Condominiums
Phase 6
Washington, Ohio

March 24, 2005

Page 2

thence along the north line of said Phase 4 North seventy-eight degrees thirty-two minutes three seconds West (N78°32'03"W) for forty-one and 82/100 feet (41.82') to a northeast corner of Twin Lakes at Spring Valley Condominium Phase 3 as recorded in Plat Book 193, page 6;

thence along a north line of said Phase 3 North sixty-three degrees fifty-four minutes thirty-four seconds West (N63°54'34"W) for ninety-five and 79/100 feet (95.79') to a point;

thence continuing along said north line North eighty-one degrees seven minutes two seconds West (N81°07'02"W) for one hundred one and 03/100 feet (101.03') to a point;

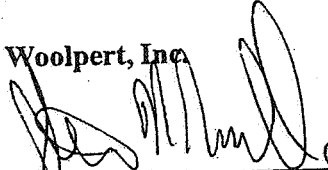
thence along an east line of said Phase 3 North eight degrees fifty-two minutes fifty-eight seconds East (N08°52'58"E) for fifty-seven and 96/100 feet (57.96') to a point;

thence along a north line of said Phase 3 North fifty-nine degrees five minutes thirty-eight seconds West (N59°05'38"W) for one hundred fifty-four and 48/100 feet (154.48') to a point;

thence across said Parcel III on a new dividing line North four degrees twelve minutes forty-six seconds East (N04°12'46"E) for one hundred ninety-three and 72/100 feet (193.72') to the TRUE POINT OF BEGINNING, containing two and 365/1000 (2.365) 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 July, 2002, with bearings based upon an assumed meridian used to denote angular reference only and referenced to those shown on The Estates of Silvercreek Section One as recorded in Plat Book 158, page 15..

Woolpert, Inc.


Steven W. Newell

Ohio Professional Surveyor #7232



EXHIBIT "B"

G:\SV\PROJ\59678 Condo Plans\condo phase 5\PHASE6con2-1.dwg, Plotted By: Newell, Plotted: Mar 28, 2005 - 2:25pm

Date: March 31 2005
 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 lenders, have united in its execution.

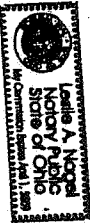
In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.



Notary Public in and for State of Ohio
 My Commission expires: _____

SHIMMS TWIN LAKES, LTD
 OWNER
 Charles H. Simms, President

State of Ohio, Be it remembered that on this 31st day of March, 2005 before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Shimms Twin Lakes, 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.



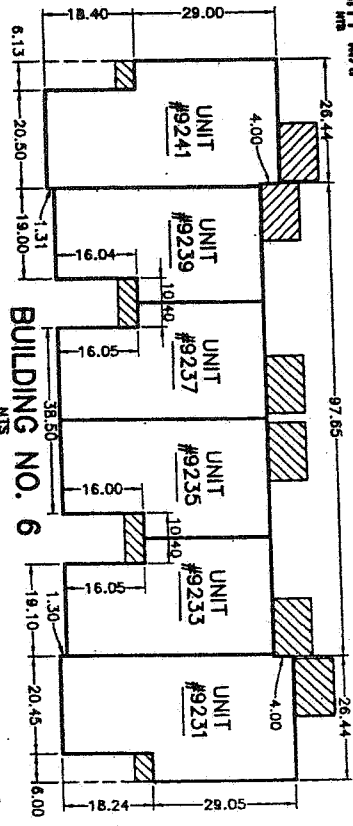
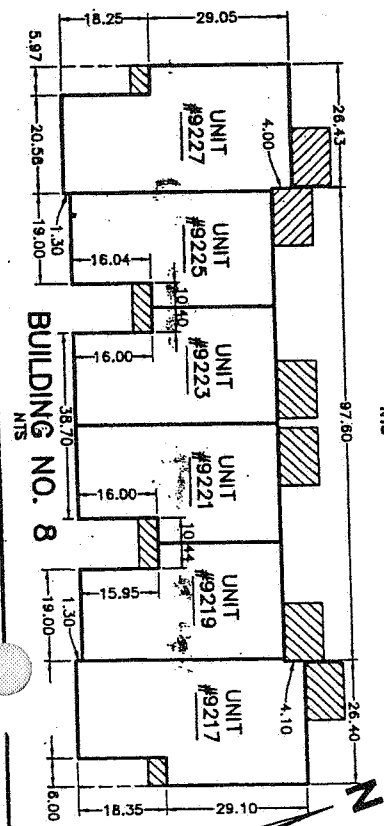
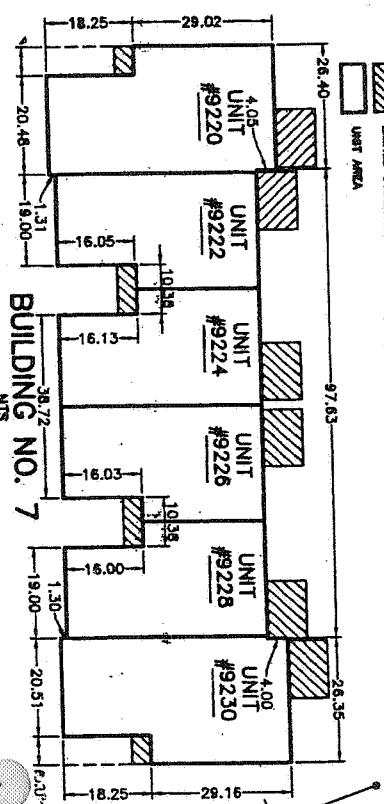
Notary Public in and for State of Ohio
 My Commission expires: _____

"Horseshoe" Fifth Third Bank
 By Brad Camp, VP.

State of Ohio, Be it remembered that on this 31st day of March, 2005 before me, the undersigned, a Notary Public in and for the State of Ohio, personally came Fifth Third Bank, by Brad Camp, VP., its sole member, 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.



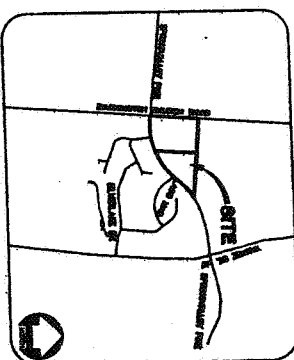
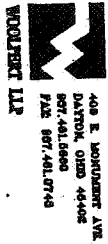
NOTE: BUILDING DIMENSIONS ARE EXTERIOR GROUND LEVEL MEASUREMENTS
 LIMITED COMMON ELEMENTS FOR PAVO OR PORCH
 UNIT AREA



CONDOMINIUM PLAN
 TWIN LAKES AT SPRING VALLEY
 CONDOMINIUM PHASE 6

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1 AS RECORDED IN PLAT BOOK 190, PAGE 4 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5, M. Re.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 2.365 ACRES
 MARCH 2005



The within Condominium Plan is Part of Lot 1 of Record in Plat Book 190, Page 4 in the Plat Records of Montgomery County, Ohio, containing 2.365 acres as conveyed to Shimms Twin Lakes, LTD, as recorded in Instrument Record Number 02-125908 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 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. Peterson
 Ohio Professional Engineer #93137



APPROVED DESCRIPTION ONLY

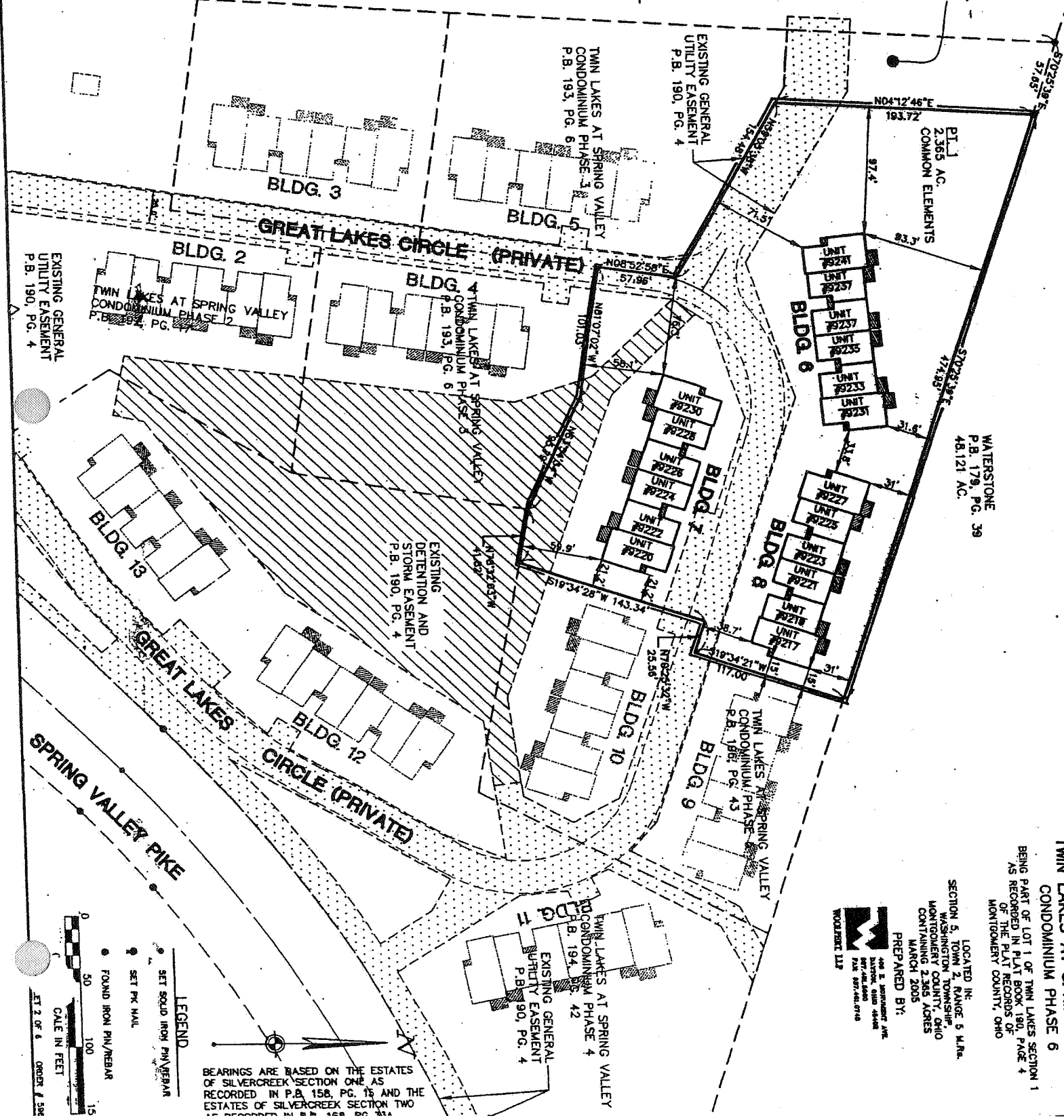
MONTGOMERY COUNTY ENGINEER

CHECKED BY _____ FILE NO. _____

DATE _____

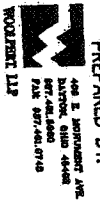
SIMMS TWIN LAKES, LTD.
 PARCEL III
 INST. 02-125908
PART LOT 1

SIMMS TWIN LAKES, LTD.
 PARCEL III
 INST. 02-125908 DEED
 19,262 AC.
PART LOT 1



WATERSTONE
 P.B. 179, PG. 39
 48,121 AC.

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 & W. R.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 2,345 ACRES
 MARCH 2005

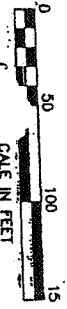


TWIN LAKES CONDOMINIUM PHASE 6
 BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
 AS RECORDED IN PLAT BOOK 190 PAGE 4
 OF THE PLAT RECORDS OF
 MONTGOMERY COUNTY, OHIO

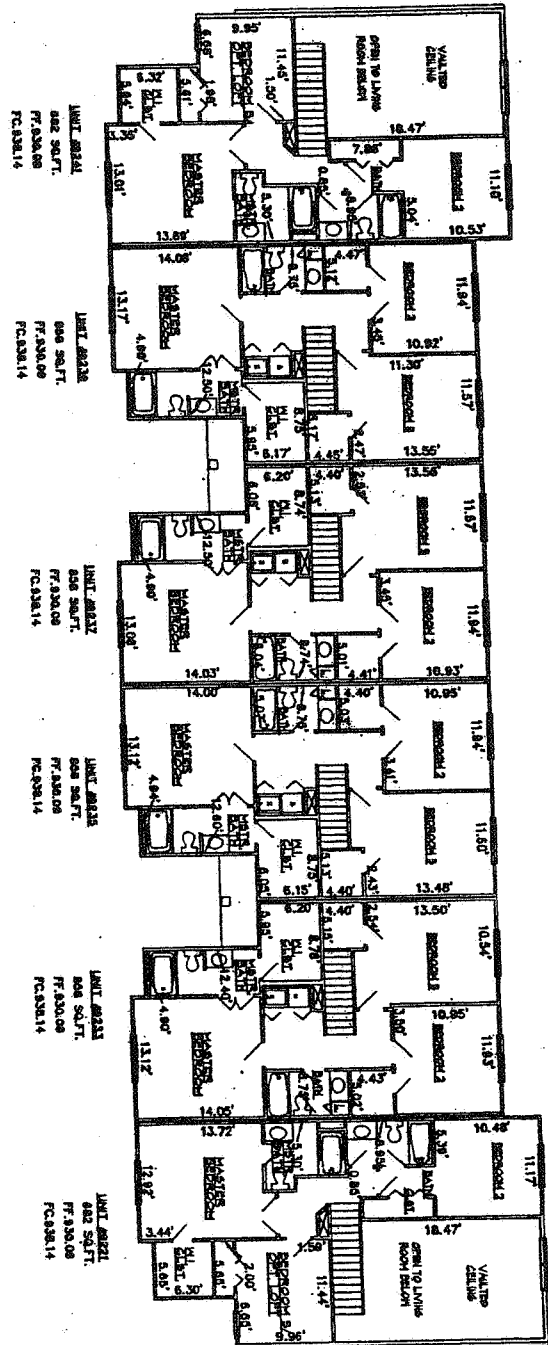
BEARINGS ARE BASED ON THE ESTATES OF SILVERCREEK SECTION ONE AS RECORDED IN P.B. 158, PG. 15 AND THE ESTATES OF SILVERCREEK SECTION TWO AS RECORDED IN P.B. 158, PG. 16

LEGEND

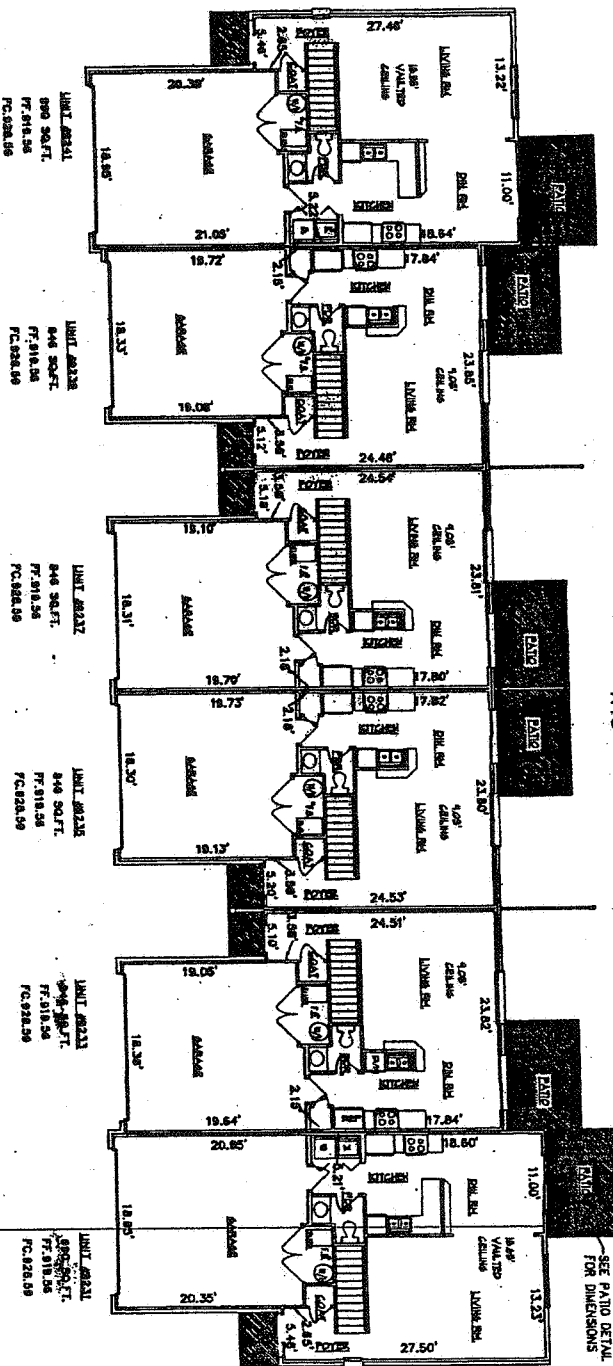
- SET SOLID IRON PIN/REBAR
- SET PK NAIL
- FOUND IRON PIN/REBAR



ET 2 OF 6 ORDER # 596



FRONT SECOND FLOOR BUILDING 6 NTS



FRONT FIRST FLOOR BUILDING 6 NTS

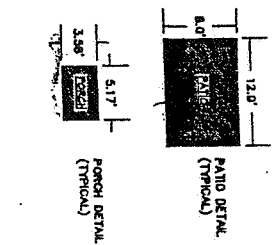
CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 6
BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
OF THE PLAT RECORDS OF
MONTGOMERY COUNTY, OHIO

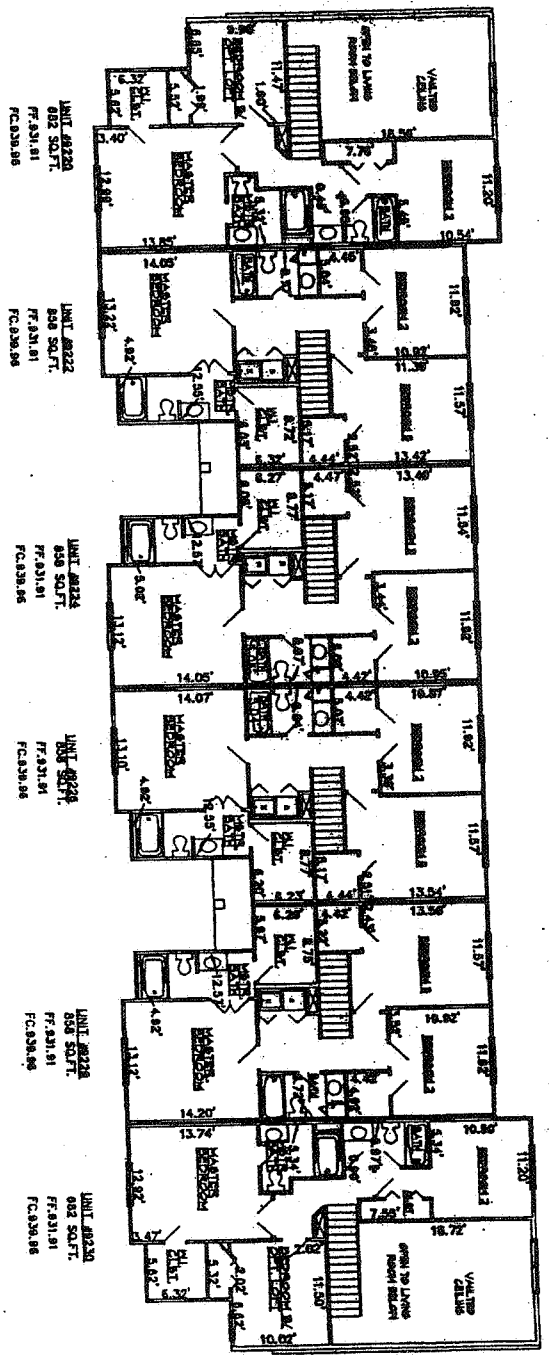
LOCATED IN:
SECTION 5, TOWN 2, RANGE 5 M.R.s.
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO
CONTAINING 2.365 ACRES
MARCH 2005

PREPARED BY:
408 E. MONTGOMERY AVE.
DAYTON, OHIO 45402
537-481-8880
FAX 937-481-0743
WOOLFERT LLP

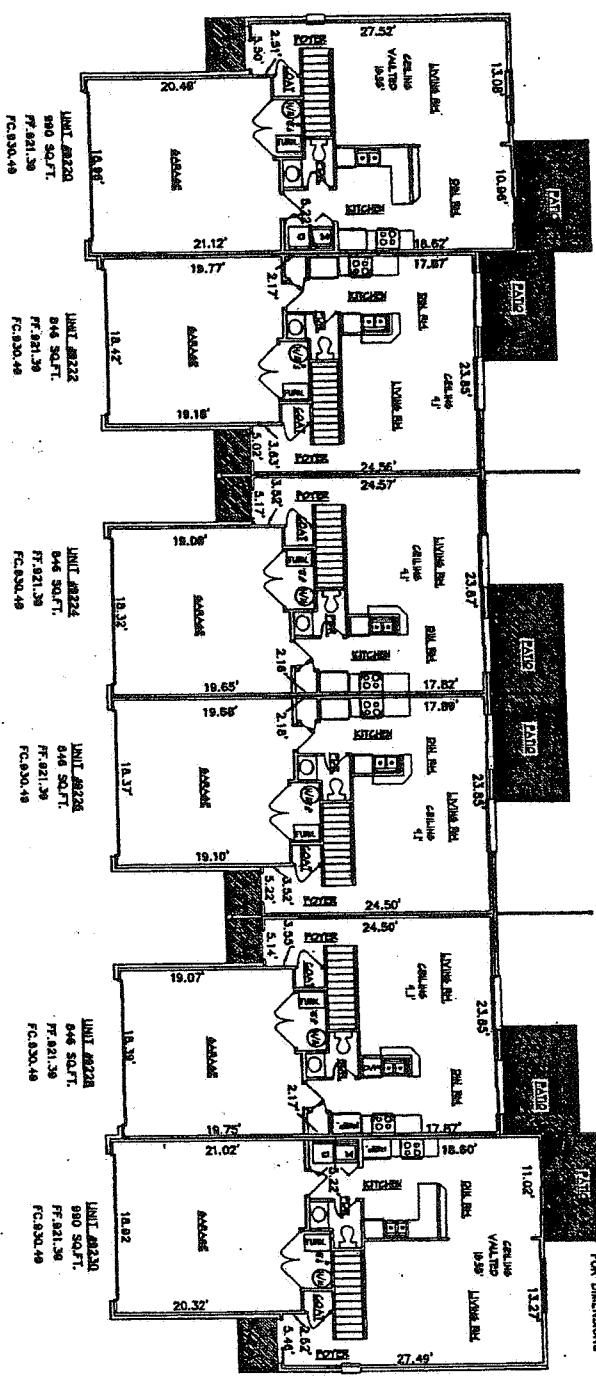
INDICATES LIMITED COMMON ELEMENTS FOR PORCH AND PATIO

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





FRONT SECOND FLOOR BUILDING 7 NTS



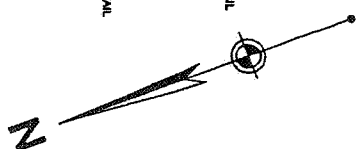
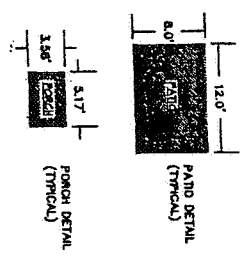
FRONT FIRST FLOOR BUILDING 7 NTS

SEE PANO DETAIL FOR DIMENSIONS

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

INDICATES LIMITED COMMON ELEMENTS FOR PORCH AND PATIO



TWIN LAKES AT SPRING VALLEY
 CONDOMINIUM PHASE 6
 BEING PART OF LOT 1 OF TWIN LAKES SECTION 1 AS RECORDED IN PLAT BOOK 190, PAGE 4 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 2.365 ACRES
 MARCH 2005

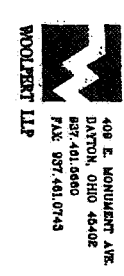
PREPARED BY:
 408 E. MONTGOMERY AVE.
 DAYTON, OHIO 45402
 937.481.5500
 FAX: 937.481.0743
 WOOLBERT LLP

CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 6

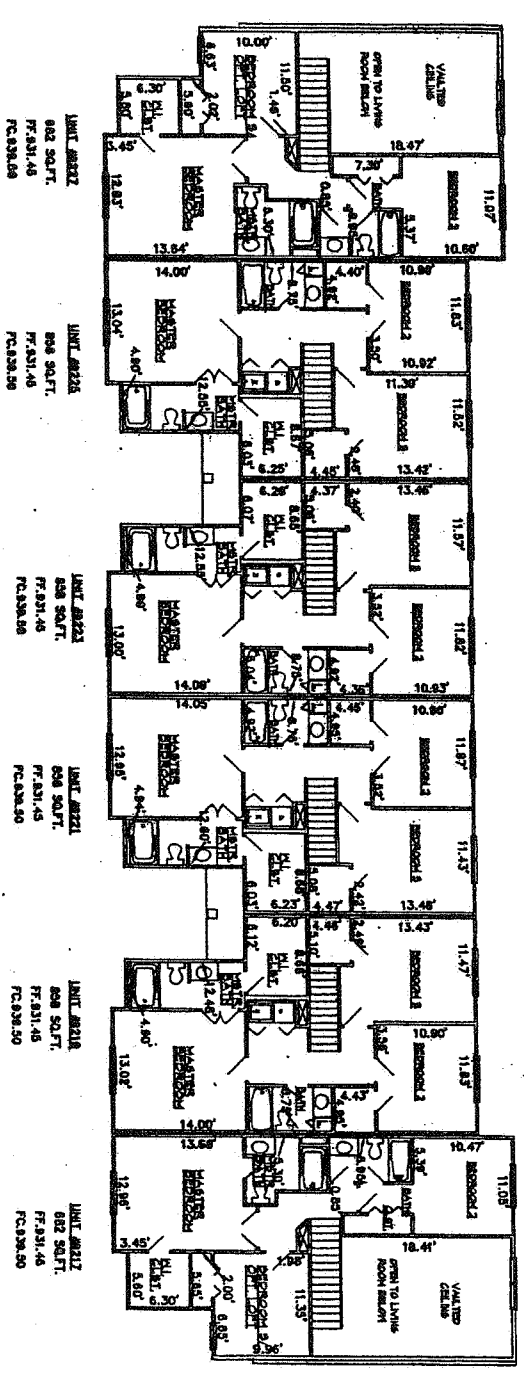
BEING PART OF LOT 1 OF TWIN LAKES SECTION 1 AS RECORDED IN PLAT BOOK 190, PAGE 4 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

LOCATED IN:
 SECTION 5, TOWN 2, RANGE 5 M.Rs.
 WASHINGTON TOWNSHIP,
 MONTGOMERY COUNTY, OHIO
 CONTAINING 2.365 ACRES
 MARCH 2005

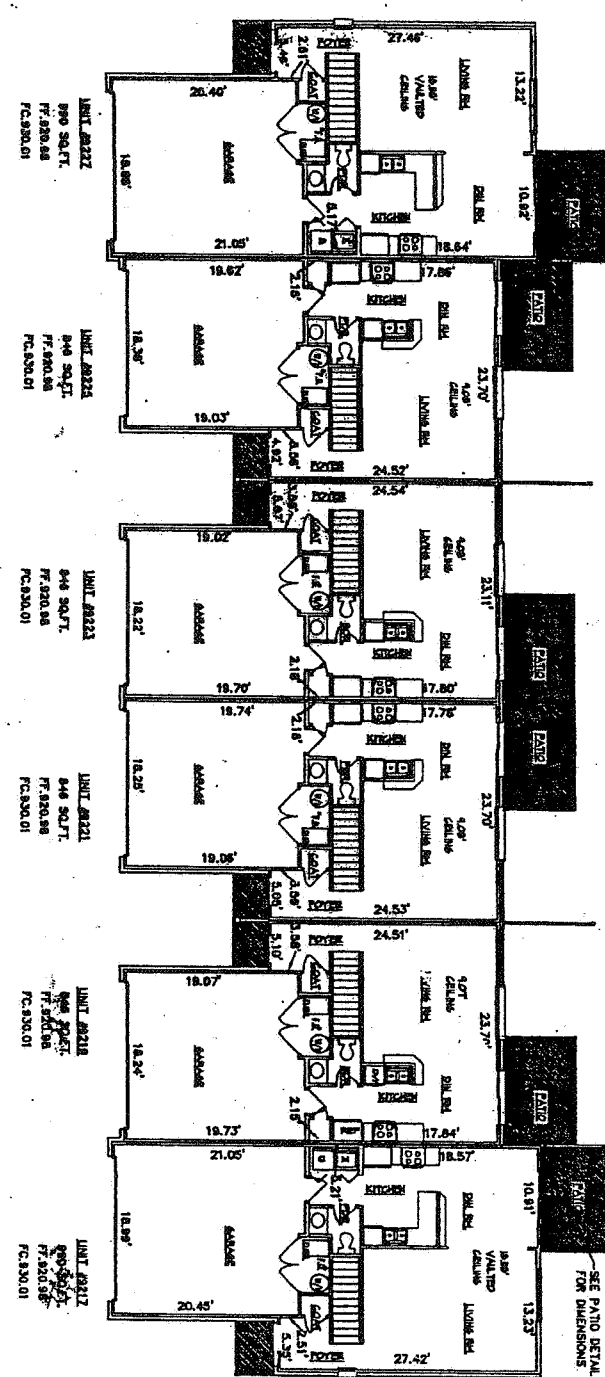
PREPARED BY:



FRONT SECOND FLOOR BUILDING 8 NTS



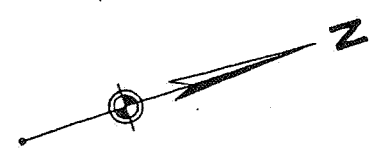
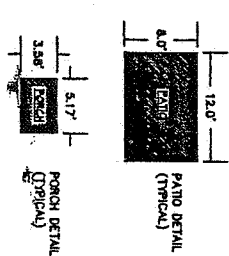
FRONT FIRST FLOOR BUILDING 8 NTS

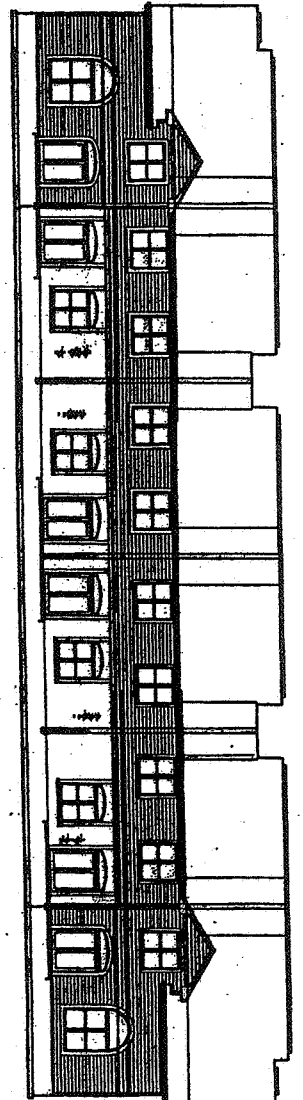


INDICATES LIMITED COMMON PATIO ELEMENTS FOR PORCH AND PATIO

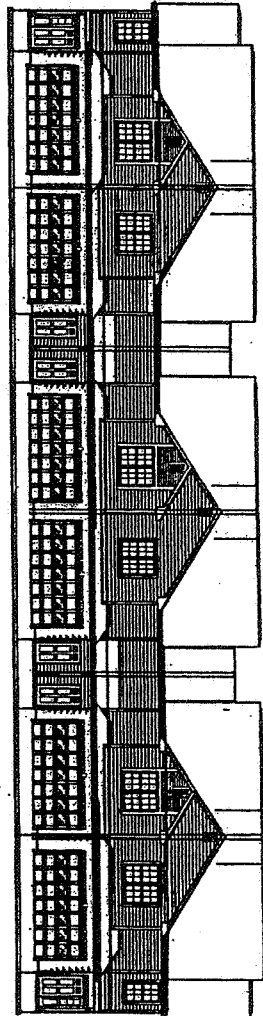
NOTES

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

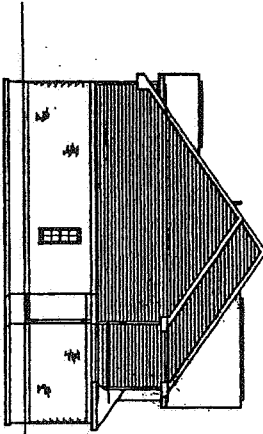




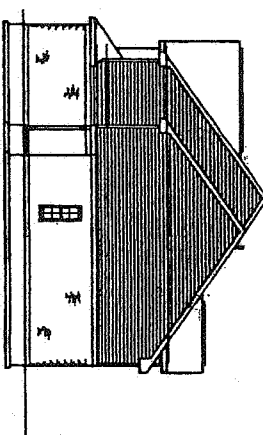
NORTH ELEVATION BUILDING 6 & 8
SOUTH ELEVATION BUILDING 7



SOUTH ELEVATION BUILDING 6 & 8
NORTH ELEVATION BUILDING 7



WEST ELEVATION BUILDING 6 & 8
EAST ELEVATION BUILDING 7



EAST ELEVATION BUILDING 6 & 8
WEST ELEVATION BUILDING 7

BUILDING 6, 7, & 8 ELEVATIONS

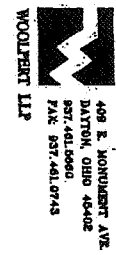
NTS

CONDOMINIUM PLAN
TWIN LAKES AT SPRING VALLEY
CONDOMINIUM PHASE 6

BEING PART OF LOT 1 OF TWIN LAKES SECTION 1
AS RECORDED IN PLAT BOOK 190, PAGE 4
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 2.365 ACRES
MARCH 2005

PREPARED BY:



498 E. HONOLULU AVE.
DAYTON, OHIO 45402
937.401.5600
FAX: 937.481.0745

WOOLPERT LLP