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DECLARATION OF CONDOMINIUM PROPERTY

FOR

TIFTON GREENS CONDOMINIUM

32680
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I hereby certify that copies of the within Declaration together with the drawings and By-Laws attached as Exhibits thereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

FILED

JAN 25 1983

Montgomery County Auditor

DANA A. STAMPS
MONTGOMERY COUNTY AUDITOR

By:

Dana A. Stamps

Plat Reference: Book 133, Page 274-276

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DECLARATION

This is the Declaration of Tifton Greens Condominium made on or as of the _____ day of _____, 1988, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Greeneco Corp., an Ohio corporation, "Declarant", is the owner in fee simple of all of the real property hereinafter described as being presently submitted for condominium ownership and as described in Exhibit A attached hereto, and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

C. The Declarant desires and intends that all future owners, mortgagees or occupants of the condominium property, or any part thereof, shall hold and enjoy their interest therein subject to the easements, privileges, rights, restrictions and obligations hereinafter set forth in this Declaration and in the By-Laws of the Tifton Greens Condominium Association, Inc. which are attached as an Exhibit hereto.

D. It is the intention of the Declarant to establish by this Declaration a condominium development consisting of six (6) Units and to expand the plan of condominium ownership by adding additional Units by amendments to this Declaration. The first Phase of Tifton Greens contemplates twenty-five (25) Units. The entire plan for Tifton Greens contemplates a total of seventy-eight (78) Units.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

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

2. "Articles" and "Articles of Incorporation" mean the Articles, filed with the Secretary of State of Ohio, incorporating Tifton Greens Condominium Association, Inc. as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended

from time to time. (The State of Ohio's enabling non-profit corporation act.)

3. "Association" and "Tifton Greens Condominium Association, Inc." mean the not-for-profit corporation created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

4. "Board" and "Board of Trustees" means those persons who, as a group, serve as the Board of Trustees of the Association and are also one and the same as the Board of Managers of the Condominiums established for the Condominium under the Condominium Act.

5. "By-Laws" mean the By-Laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto as Exhibit "F" and made a part hereof.

6. "Common Areas" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Condominium Act.

7. "Condominium" and "Tifton Greens Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio, as the same may be amended from time to time.

9. "Condominium instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

10. "Condominium organizational documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

11. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon for the common use of the Unit owners.

12. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the Condominium Act, and any amendment hereto, from time to time.

14. "Developer" means Greeneco Corp. and each Builder, including Donese Custom Homes, Inc., as shall accept an assignment of rights to build a condominium unit within Tifton Greens Condominium. Each such Builder shall assume the obligations of Greeneco Corp. as Developer under this Declaration or the Condominium Act upon acceptance of such assignment, including without limitation responsibility for compliance with Section 5311.26 of the Ohio Revised Code and for the requirements of Article XVI, Sections 2, 4 and 5 of this Declaration.

15. "Drawings" means the drawings for the Condominium, as the same may be lawfully amended from time to time, and are the Drawings required pursuant to the Condominium Act.

16. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

17. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

19. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

21. "Unit" and "Units" mean that portion or portions of the

Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the Condominium Act.

22. "Unit owner" and "Unit owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, together with an undivided interest in the Common Areas, each of whom is also a "member" of the Association, as defined in Ohio's enabling non-profit corporation act.

The Plan

NOW, THEREFORE, Declarant hereby makes the following declaration and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act, hereby declaring that the covenants, restrictions, limitations, conditions and uses of and upon such property contained in this instrument and any amendments thereto, shall constitute covenants running with the land and shall be binding upon 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

THE LAND

A legal description of the land constituting Phase I, Section I, of the Condominium Property, located in the City of Centerville, Montgomery County, Ohio, and consisting of 1.4438 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "Tifton Greens Condominium".

ARTICLE III

PURPOSES: RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee-simple interests may be conveyed; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the

benefit, enjoyment and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or conducting correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant or a Builder to maintain, during the period of its sale or rental of Units, but for no longer than the earlier of (a) a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, and (b) the time when Declarant or a Builder has closed the sale of seventy-five percent (75%) of the Units in the Condominium to bona fide purchasers for residential living purposes, one or more Units as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by

the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions on use thereof set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, receiving dish, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board, and subject to such rules and regulations as its Board may adopt from time to time.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb or annoy any occupant.

(f) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Rental and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on an unsold or unoccupied Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant or Builder or his agent during the initial sale and rental period.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

(k) Construction in Easements. No structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination on three (3) days notice if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within forty-five (45) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(p) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and to protect and preserve the nature of the Condominium. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

(q) Disputes Between Owners. In the event of any dispute between Unit owners as to the application of the foregoing

restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless the dispute has first been submitted to and determined by the Board, as aforesaid.

(r) Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building or contents thereof applicable for residential use, without the prior written consent of the Board. 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 or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas.

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

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. Unless and until amended, there are two buildings a part of the Condominium which are partially one and two stories in height. Each building contains three residential units of the attached type, with one ranch style unit and two townhouse style units. The building is of traditional style, built of wood frame on concrete slab, partly with brick veneer and partly with wood siding, windows, wood floor joists, and with wood truss roof covered with fiberglass shingles. The principal materials of which the buildings are constructed is concrete, wood, brick, brick veneer, fiberglass shingle, and drywall. The buildings are located as shown on the Drawings.

Section 2. Other. On the grounds of the Condominium are wood fences, private streets, and green and open areas. Appurtenant to each Unit are driveways, walks, entryway stoops and outside ground floor fenced patio areas. There are no recreation facilities a part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the Units is designated by a one or two digit unit number on the Drawings. These designations do not correspond with the numerical portion of the street address of the Units. A listing of proper Unit designations is shown under Item I of the attached "Exhibit B". The location and designation of each Unit is also shown on the Drawings, and is also identified below:

<u>Unit Designation</u>	<u>Street Address</u>
13	6675 Golf Green Drive
14	6685 Golf Green Drive
15	6695 Golf Green Drive
16	6690 Golf Green Drive
17	6680 Golf Green Drive
18	6670 Golf Green Drive

Section 2. Composition of Units.

(a) Unit Composition. Each Unit (and any additional Units brought within the provisions of the Declaration by amendment hereto) consists of the space in the building designated by that unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest level floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors and ceilings themselves, and the drywall, paneling and other finishing material attached to the structural parts of the perimeter walls;

(2) all windows, screens and doors, including garage doors, storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage

disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air-conditioning units and pads (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;

(5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

(6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

(7) the portion of the fireplaces actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior; and

(8) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(1) any supporting element of the building contained in interior walls;

(2) all plumbing electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(3) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type of each Unit is listed on Exhibit "B". The location and approximate square footage (size) of each Unit is shown on the first page of the Drawings. Subsequent pages of the Drawings show the dimensions and composition of each type of Unit. Each Unit has direct access to a Common Area, which leads directly to Clio Road, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas. These Limited Common Areas consist of entryway stoops, driveways leading to garages, walks leading to stoops, and outside ground floor patio areas, in the case of each Unit. Limited Common Area shall also include the air conditioning pad, compressor, duct and conduits thereto for the Unit being serviced by such facilities, and such facilities are not shown on the Drawings. Each such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit to which that Unit has direct and immediate access, and which it is designed to serve.

Section 3. Undivided Interest. Unless or until amended, the undivided interest in the Common Areas of each Unit is shown on the attached Exhibit B and, in each case, is based upon the floor area square footage of each Unit. Each Unit's undivided interest was determined by comparing the floor area square footage of such Unit to the total floor area square footage of all the Units in the Condominium on the date when this Declaration is filed for record. Stated another way, the undivided interest in the Common Areas of each Unit is equal to a fraction, the numerator of which is the floor area square footage of such Unit and the denominator of which is the total floor area square footage of all of the Units in the Condominium. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated on the basis of the floor area square footages that are applicable to each Unit then in the Condominium, including those added, in the same manner set forth above. The effect of each expansion will be to reduce the amount of each percentage for individual Units, but to increase the area of the Common Areas jointly owned by Unit owners. Undivided interests are rounded to hundredths, for convenience, and are expressed as a percentage.

ARTICLE VII UNIT OWNERS ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit owner's

association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The percentage of interest of Unit owners in the Common Areas is not applicable to the voting rights of Unit owners. The number of votes will increase as the Condominium is expanded; one vote for each Unit added.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed to a bona fide purchaser by the Declarant the Unit Owners shall meet, and the Unit owners other than the Declarant shall elect one Trustee at such meeting to replace whichever Trustee Declarant designates.

Within thirty days after the earlier of (a) five years from the date of the establishment of the Association, and (b) the sale and conveyance by Declarant or its Builder assignees, to purchasers in good faith and for value for residential living purposes, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect six Trustees to replace all of those Trustees earlier elected or designated by the Unit owners or Declarant, respectively. The terms of the six trustees shall be staggered so that the terms of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Trustees whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the members, by the vote of members exercising not less than a majority of the voting power of members, may, from

time to time, change the number and terms of Trustees, provided, that in any such event the terms of not less than one-third of the Trustees shall expire annually.

For purposes of computing undivided interests pursuant to the two immediately preceding paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created in the Condominium as set forth in ARTICLE XVII below.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages, for goods, service, or for any other thing, including, without limiting the generality of the foregoing contracts for the providing of management, maintenance, and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days' written notice.

Section 7. Mortgagee. A Managing Agent may be required by any eligible holder of first mortgages on over fifty-one percent (51%) of the Units, or by any group of eligible holders of first mortgages who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units.

ARTICLE VIII

AGENT FOR SERVICE

The name for the association, and that person's residence or place of business, which is in Montgomery County, Ohio, where the Condominium is situated, is:

Robert L. Deddens
2621 Far Hills Avenue
Dayton, Ohio 45419

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent funds are available for the same, shall manage, maintain, replace and repair the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, fences and the structural portions and exterior portions of all buildings which are a part of the Common Areas and that do not constitute part of a Unit, provided, however, that the Association shall not be responsible for routine care of stoops nor the repair or maintenance of improvements within patio areas, nor the interior surfaces of any interior walls, floors, doors, ceilings and other surfaces of the Unit.

Section 2. Individual Responsibility. Each Unit owner at the Unit owner's expense shall repair, replace and maintain the Unit or Units, and all components thereof, including internal installations such as appliances and plumbing and electrical fixtures, owned by that Unit owner, perform cleaning, housekeeping, and routine maintenance with respect to Limited Common Areas appurtenant to that owner's Unit, and the Unit's appurtenant stoop, and repair and maintain all improvements within fenced patio areas and the air conditioning facilities servicing that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall also include repair, maintenance and replacement of all windows, screens, doors and garage doors, including the frames, sashes and jambs, and the hardware therefor, and springs, tracks, or any other mechanism relating to garage doors. All such maintenance and repair shall be performed in a manner so as

not to unreasonably disturb other persons residing in the building. In the event a Unit owner shall fail to make such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Area is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. Each Unit Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility of which is with the Association.

Section 3. Prohibitions. No Unit Owner shall paint or otherwise decorate so as to change the appearance of any portion of the building not within the walls of the Unit unless the written consent of the Board of Managers of the Association is first obtained. No Unit Owner shall make any alterations in the portions of the Unit or the building which are to be maintained by the Association or remove any portion thereof or make any addition thereto, or do anything which would or might jeopardize or impair the safety or soundness of the building, without first obtaining the written consent of the Board of Managers of the Association and of the Owner or Owners for whose benefit such easement exists.

ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by the owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE: LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board

shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas, the Limited Common Areas, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

(a) shall provide coverage for built-in or installed improvements, fixtures and equipment that are originally installed as part of a Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) shall have an agreed amount and inflation guard endorsement, when that can be obtained, construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of buildings even when only part of the Condominium Property is destroyed by an insured hazard, such as demolition cost, contingent liability from operation of building laws and increased cost of construction endorsements, and, when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery;

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

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

(e) shall contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit owner and each such Unit owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(f) shall have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

(g) shall be paid for by the Association, as a common expense; and

~~(h) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.~~

If the required insurance coverage ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a special assessment against all Unit Owners and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 2. Liability Insurance. The Association shall obtain and maintain, at Association cost and as a common expense, a comprehensive policy of general liability insurance covering all of the Common Areas, ~~and public ways and any other areas under the Association's supervision, insuring the Association, its Trustees, and the Unit owners and occupants~~ with such limits as the Board may determine, but no less than the greater of (a) ~~the amount generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence.~~ This insurance shall contain a "severability of interest" endorsement which shall preclude the

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's message to the Congress, and is a very important document, as it contains the President's message to the Congress.

2. The second part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's message to the Congress, and is a very important document, as it contains the President's message to the Congress.

insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage named in the mortgage clause.

Section 3. Fidelity Bond. The Board shall obtain and maintain at the Association's cost and as a common expense, a fidelity bond providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, or volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond must name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) ~~an amount equal to the Association's reserve funds plus three months' assessments on all Units~~ and (b) ~~the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond is in force.~~ In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights.

~~Any management agent that handles funds of the Association shall maintain a fidelity bond providing coverage no less than that required by the Association, which bond names the Association as an additional obligee.~~

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of B/VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B-VI or better rating.

Section 5. Other Association Insurance. In addition, the

Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Areas 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 used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provision of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas 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, then, unless the Unit owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

ARTICLE XII

DAMAGE: RESTORATION: REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore. The Association may,

with the prior written consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the prior written consent of eligible holders of first mortgage liens hereinafter provided, determine not to repair or restore such damage or destruction, or reconstruct such Unit or Units. In such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, shall be added to the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Areas.

Section 3. Rehabilitation and Renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgage liens hereinafter provided, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit owner, or the direct loss with respect to the Unit itself, or

with regard to the useability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgage liens hereinafter provided.

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit owners, and their first mortgagees, as their interest may appear, in proportion to their relative undivided interests of the Units in the Common Areas.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that

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

Section 5. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that owner's Unit, and to guests and invitees thereof. Any roadway or private street shown on the Drawings shall be for the general public that has a need to use the same as a means of access to his property.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the owners or occupants of a Unit no less than twenty four hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist for the benefit of each Unit and the Common Areas, as the case may be.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By these easements it shall be expressly permissible for the Association to grant to the providing companies permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles and equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. The Association or furnishing company shall restore the Unit to a condition as good or better than existed prior to the use of said easement.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, including its Builder assignees, over and upon the Common Areas (a) for a one year period of time from the date of the closing by Declarant or Builder of the first sale of a Unit

to a bona fide purchaser, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) for the initial sales and rental period, but for no longer than the earlier of (i) two years from the time of the closing of the first sale of a Unit to a bona fide purchaser, and (ii) the time when Declarant or its Builder assignees have closed the sale of seventy-five (75%) of the Units in the Condominium to bona fide purchasers, to maintain one or more Units for sales and management offices and for storage and maintenance, and model units, parking areas for sales and rental purposes, and advertising signs.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, including its Builder assignees, for their benefit and the benefit of future owners and occupants of the area into which the condominium may be expanded ("the Additional Property"), hereinafter described, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, including its Builder assignees, reserves the right (a) to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same, until such time as control of the Condominium Property is assumed by the Association, or expansion of the Development is complete, whichever is last to occur, and (b) to maintain on Additional Property added to the Condominium, during the period of sale of Units in that portion added, but for no longer than the earlier of (i) a two year period of time from the time of the closing of the first sale of a Unit in that portion to a bona fide purchaser, and (ii) the time when Declarant or its Builder assignees have closed the sale of seventy-five percent (75%) of the Units in that portion added to bona fide purchasers, one or more Units in that portion added as sales models and offices, and for storage and maintenance purposes.

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

Declarant hereby reserves, for itself, 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 of part or all of the Additional Property.

Section 8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the President of the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, and his mortgagee or mortgagees, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of and shall be binding upon each and every Unit owner, the Association, the Declarant, its successors and assigns, mortgagees and any other person having an interest in the land, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all easements described herein in any deed or mortgage shall not defeat or fail to reserve the easements described above, but the same shall be deemed conveyed or encumbered with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit owner including a Builder, by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the

health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time any Unit owner other than Declarant is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first assessments are levied, the Board shall estimate, and prorate among all Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

a. The estimated next fiscal year's cost of the maintenance, repair and other services to be provided by the Association;

b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered or charged to Unit owners;

d. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated assessments on all Units.

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit

that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) Unless the Board determines otherwise, which it may do in its sole discretion, the annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorated share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against the Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefore are insufficient, provided that *new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Units owners and the consent of eligible holders of first mortgages hereinafter provided.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in

the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time

determine, and (iii) charge a reasonable, uniform, late fee, as determined from time to time by the Board.

(b) Annual operating and both types of special assessments, together with interest, late fees, and costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) days or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including reasonable attorney fees, may be filed with the recorder of the county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

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

(e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the court of common pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest, late fees, and costs, including reasonable attorney fees, shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs,

shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including reasonable attorney fees, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such foreclosure action, shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including reasonable attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order

that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its Builder assignee to a bona fide purchaser will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant or Builder. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety days, interest at the rate of at least four percent per annum for any period exceeding ninety days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant or Builder. Deposits held in trust or escrow pursuant to sales by Declarant or a Builder shall not be subject to attachment by creditors of Declarant, or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-Laws.

Section 4. Limited warranties. Following are the limited warranties (and limitations thereon) which the Declarant or its Builder assignee gives to the buyers of a Unit, which are not binding upon the Declarant and the Builder nor enforceable by the buyers unless and until the sale of the Unit to the buyers is closed (Declarant as used herein includes a Builder of a building and Unit with respect to such building and Unit):

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

B. Common Areas and Facilities. The Declarant warrants to

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

C. Appliances, etc. In case of ranges, refrigerators, disposal, and other appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

D. Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

E. Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's Warranty.

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

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

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

(5) Any request for service must be sent in writing to the Declarant at such address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 A.M. to 5:00 P.M.

F. Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

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

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit owner in its or their capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

ARTICLE XVII

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, and has the sole right, power, and authority to expand the Condominium Property. No Unit owner's consent shall be required for any expansion by Declarant, its successors and assigns, during the time period provided for in Section 3 of this Article.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Description. A legal description, by metes and bounds, of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium, is attached hereto and marked "Exhibit D", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is seventy-two (72), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, but need not be compatible to existing structures with regard to the principal materials to be used, architectural style, size, elevation, or design.

Section 11. Improvements other than Structures. If all or a portion of the Additional Property is added to the Condominium

Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property. Declarant reserves the right to construct and add to the Condominium a putting green, one or more tennis courts, a swimming pool and associated bath house, and a drainage pond or retention area for storm water.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property need not be of the types described on Exhibit B hereof. There are no limitations on the types of units that may be created on the Additional Property.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas therein including, without limiting the generality of the foregoing, walks, driveways, stoops, fences and patios. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements of each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit E" is a plot plan showing the location of the Condominium Property and the Additional Property, and the proposed layout of the buildings, units and improvements on the Additional Property. Declarant reserves the right to amend the proposed layout as the Condominium is expanded. Declarant does not consider any other drawings or plans presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act. No Unit owner's consent and no consent from mortgagees of existing Units shall be required for any such amendment. To effect the foregoing, Declarant shall have the right to amend this Declaration so as to: (1) include any or all of the Additional Property and the improvements which may be constructed thereon as part of the Condominium Property, (2) to include descriptions of buildings and Units constructed on said real estate and to add drawings thereof to the appropriate exhibits hereto, and (3) to provide that the Owners of Units in the buildings will have an interest in the Common Areas of the Condominium Property, and to amend Articles IV-VI and Exhibit B to, among

other things, establish the undivided interests in the Common Areas expressed as a percentage which the Owners of all Units within the buildings on the Condominium Property will have at the time of such amendment, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit at the date said amendment is filed for record bears to the then aggregate square footage of all of the Units within the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

(c) the undivided interest of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided, based upon the floor area square footage of each Unit, including those added; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

Section 17. Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the Owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided in Section 18 below, 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.

Section 18. 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 any part of the Additional Property to execute, acknowledge and record for and in the name of such Unit Owner an amendment of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment.

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF MORTGAGEES

Section 1. Notices. Any holder, insurer, or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, or guarantor and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium organizational documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) assessments, assessment liens, or subordination of such liens; (iii) reserves for maintenance, repair, and replacement of Common Areas; (iv) responsibility for maintenance and repairs (v) reallocation of interests in the Common Areas (including the Limited Common Areas), or rights to their use; (vi) boundaries of any Unit; (vii) convertibility of Units into Common Areas or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) insurance or fidelity bonds; (x) leasing of Units, (xi) imposition of any restrictions on a Unit owner's right to sell or transfer that owner's Unit; (xii) professional management; (xiii) restoration or repair of the Condominium Property; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium organizational documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates

professional management and establishes self management; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium organizational documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium organizational documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any default under the Condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to its mortgage, when the default remains uncured for a period of sixty (60) days; (iii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iv) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (v) times and places of Unit owners' meetings.

Section 2. Voting Rights. Subject to Declarant's rights under ARTICLE XVII, no action with respect to which holders, insurers, or guarantors are entitled to notices, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the prior written consent of eligible holders of first mortgage liens on Units to which at least fifty-one percent (51%) of the votes subject to mortgages held by eligible holders of first mortgage liens appertain, provided, further, that no action to terminate the Condominium or that would have that effect shall be taken without the consent of eligible holders of first mortgage liens on Units to which at least seventy-five (75%) of the votes subject to mortgages held by eligible holders of first mortgage liens appertain.

Section 3. Condemnation/Substantial Loss. Notwithstanding any other provisions to the contrary herein, in case of condemnation or substantial loss to the Units and/or Common Areas, unless at least two-thirds (2/3rds) of the holders of the first mortgages (based on one vote for each mortgage owned), or Unit owners (other than Declarant) have given their prior written consent, the Association shall not

- (a) by act or omission seek to abandon or terminate the Condominium;
- (b) change the pro-rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or

condemnation awards, or determine the pro-rata share of ownership of each Unit in the Common Areas, provided, however, that expansions under Article XVII herein unaffected by the condemnation or substantial loss shall be excluded;

- (c) partition or subdivide any Unit;
- (d) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas by act or omission, provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas, and the granting of such easements for public utilities or other public purposes, including ingress and egress, for expansions under Article XVII herein shall be excluded; or
- (e) use hazard insurance proceeds for losses to any Units or Common Areas for other than the repair replacement, or reconstruction thereof.

ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium organizational documents) shall, in addition to the consents required of eligible holders of first mortgage liens, if any, as hereinbefore provided, require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing:

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

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

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium; and

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by the Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, The Veterans Administration, or any other such agency or organizations, or by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant. An eligible holder of a first mortgage on the Unit who receives a written request to approve changes, additions, or amendments that are not material, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents of Unit owners and eligible holders of first mortgages hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provision shall be effective upon the filing of the same with the auditor and recorder of the county in which the Condominium Property is located.

ARTICLE XX

GENERAL PROVISION

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts

with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

Section 6. Interpretation. The provisions of the 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.

Section 7. Liability of Declarant. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any action performed pursuant to any authority granted or delegated to them by or pursuant to this Declaration or the By-Laws attached hereto or in Declarant's capacity as Developer, Owner, Manager or Seller of the Condominium Property, whether or not such claim (1) shall be asserted by any Person, Owner, Occupant, the Association or any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise from or out of a contract or, except in the case of gross negligence, from or out of a tort, misconduct or misfeasance, except as provided in the warranty provisions set out above.

Section 8. Real Estate Taxes. Each Unit and its percentage of interest in the Common Areas shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments. Each Unit owner shall be solely responsible for his individual Unit tax bills.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 19th day of JANUARY, 1988.

Signed and acknowledged
in the presence of:

Karen W. Lipp
Kent J. Martin

GREENECO CORP.

L. B. Luttrell
President

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L. B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 19th day of JANUARY, 1988.

Kent J. Martin
NOTARY PUBLIC

KENT J. MARTIN, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 1992

TRANSFERRED
1988 JAN 25 5:37 PM
NOTARY PUBLIC

Exhibits to Declaration
of
Tifton Greens Condominium

- Exhibit A: Legal description of Phase I, Section 1, submitted
to condominium ownership
- Exhibit B: Unit Information Sheet
- Exhibit C-1 Drawings
to C-4:
- Exhibit D: Legal description of Additional Property
- Exhibit E: Plot Plan, showing Phase I, Section I, and
Additional Property
- Exhibit F: By-Laws

DECLARATION OF CONDOMINIUM
TIFTON GREENS CONDOMINIUM

Legal Description, Condominium Property
(1.4438 Acres)

Situate in Section 20, Town 2, Range 6, MRs, City of Centerville, Montgomery County, Ohio and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 1.4438 acre tract of land more particularly described as follows:

Starting at a point in the centerline of Clyo Road, said point being the northeast corner of the aforementioned Greeneco Corporation tract; thence S 74° 14' 00" W with the centerline of Clyo Road a distance of 281.06 feet to a point; thence S 15° 46' 00" E a distance of 45.00 feet to a point in the southerly right of way line of Clyo Road, said point being the true place of beginning of the herein described tract;

thence from said point of beginning N 74° 14' 00" E with the southerly right of way line of Clyo Road a distance of 24.28 feet to a point of curvature; thence southwestwardly on a curve to the left having a radius of 35.00 feet an arc distance of 23.79 feet to a point (said curve having a chord bearing of S 03° 42' 21" W and a chord distance of 23.34 feet); thence S 15° 46' 00" E a distance of 92.10 feet to a point of curvature; thence southeastwardly on a curve to the left having a radius of 20.00 feet an arc distance of 15.11 feet to a point (said curve having a chord bearing of S 79° 11' 07" E and a chord distance of 14.75 feet); thence N 79° 10' 10" E a distance of 12.00 feet to a point of curvature; thence southeastwardly on a curve to the right having a radius of 63.00 feet and an arc distance of 109.96 feet to a point (said curve having a chord bearing of S 50° 49' 48" E and a chord distance of 96.52 feet); thence S 00° 49' 50" E a distance of 140.00 feet to a point; thence N 89° 10' 10" E a distance of 114.00 feet to a point in the east line of the Greeneco Corporation tract; thence S 0° 49' 50" E with the east line of said Greeneco Corporation tract a distance of 155.67 feet to a point; thence S 89° 10' 10" W a distance of 114.00 feet to a point; thence N 0° 49' 50" W a distance of 9.67 feet to a point; thence S 89° 10' 10" W a distance of 138.23 feet to a point; thence N 5° 01' 48" E a distance of 163.85 feet to a point; thence N 0° 49' 50" W a distance of 13.00 feet to a point; thence S 89° 10' 10" W a distance of 83.50 feet to a point of curvature; thence southwestwardly on a curve to the left having a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of S 44° 09' 49" W and a chord distance of 28.29 feet); thence S 89° 10' 10" W a distance of 26.00 feet to a point; thence N 0° 49' 50" W a distance of 87.00 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 88.00 feet an arc distance of 122.87 feet to a point (said curve

DEED 88-0037 E05

having a chord bearing of N 39° 10' 07" E and a chord distance of 113.14 feet); thence N 79° 10' 10" E a distance of 27.95 feet to a point of curvature; thence northeastwardly on a curve to the left having a radius of 20.00 feet an arc distance of 23.76 feet to a point (said curve having a chord bearing of N 45° 08' 40" E and a chord distance of 22.38 feet); thence N 15° 46' 00" W a distance of 82.14 feet to a point of curvature; thence northwestwardly on a curve to the left having a radius of 35.00 feet an arc distance of 23.79 feet to a point on the southerly right of way of Clyo Road (said curve having a chord bearing of N 35° 14' 21" W and a chord distance of 23.34 feet); thence N 74° 14' 00" E with said right of way a distance of 24.28 feet to the place of beginning, containing 1.9225 acres, more or less, subject, however, to all legal highways, easements and covenants of record.

SAVE AND EXCEPT a 0.4787 acre tract more particularly described as follows:

Starting at a point in the centerline of Clyo Road, said point being the northeast corner of the aforementioned Greeneco Corporation tract; thence S 74° 14' 00" W with the centerline of Clyo Road a distance of 281.06 feet to a point; thence S 15° 46' 00" E a distance of 199.23 feet to the true place of beginning of the herein described tract;

thence from said true place of beginning, N 79° 10' 26" E a distance of 39.56 feet to a point of curvature; thence southeastwardly on a curve to the right, having a radius of 37.00 feet an arc distance of 64.58 feet to a point (said curve having a chord bearing of S 50° 49' 39" E and a chord distance of 56.69 feet); thence S 0° 49' 50" E a distance of 64.01 feet to a point of curvature; thence southwestwardly on a curve to the right with a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of S 44° 10' 31" W and a chord distance of 28.29 feet); thence S 89° 10' 10" W a distance of 159.00 feet to a point of curvature; thence northwestwardly on a curve to the right with a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of N 45° 49' 29" W and a chord distance of 28.29 feet); thence N 00° 49' 50" W a distance of 21.00 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 62.00 feet to an arc distance of 86.57 feet to a point (said curve having a chord bearing of N 39° 10' 20" E and a chord distance of 79.71 feet); thence N 79° 10' 26" E a distance of 66.39 feet to the place of beginning, containing 0.4787 acres, more or less, subject, however, to all legal highways, easements, and covenants of record.

Net acreage of land containing Buildings 5 and 6 and roadway (after exception above described) is 1.4438 acres.

Deed Reference: M.F. 86-245A06

John W. Judge
Registered Surveyor No. 4211
January 18, 1988

EXHIBIT B

DECLARATION OF CONDOMINIUM - TIFTON GREENS CONDOMINIUM

Unit Information Sheet

I. Unit Description, Types and Interests (Initially in the Condominium).

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
13	C	2816	18.92
14	B	2452	16.47
15	A	2174	14.61
16	C	2816	18.92
17	B	2452	16.47
18	A	2174	<u>14.61</u>
TOTAL			100.00 %

II. Unit Descriptions (Initially in the Condominium)

<u>Type</u>	<u>Style</u>	<u>Number of Rooms*</u>	<u>Baths</u>	<u>Attached Garage</u>	<u>Approximate Interior Square Feet **</u>
A	Ranch	6	2	2 car	2174
B	Townhouse	6	2-1/2	2 car	2452
C	Townhouse	8	2-1/2	2 car	2816

NOTES:

* Number of rooms excludes baths, attached garages, entryway foyers, closets and walk-in closets, storage areas, utility and laundry areas and closets, and hallways and lofts (unless a loft or a hallway is sufficiently large to be considered a room), but includes, as separate rooms, nooks, and dining areas a part of a larger area, such as when combined with a kitchen.

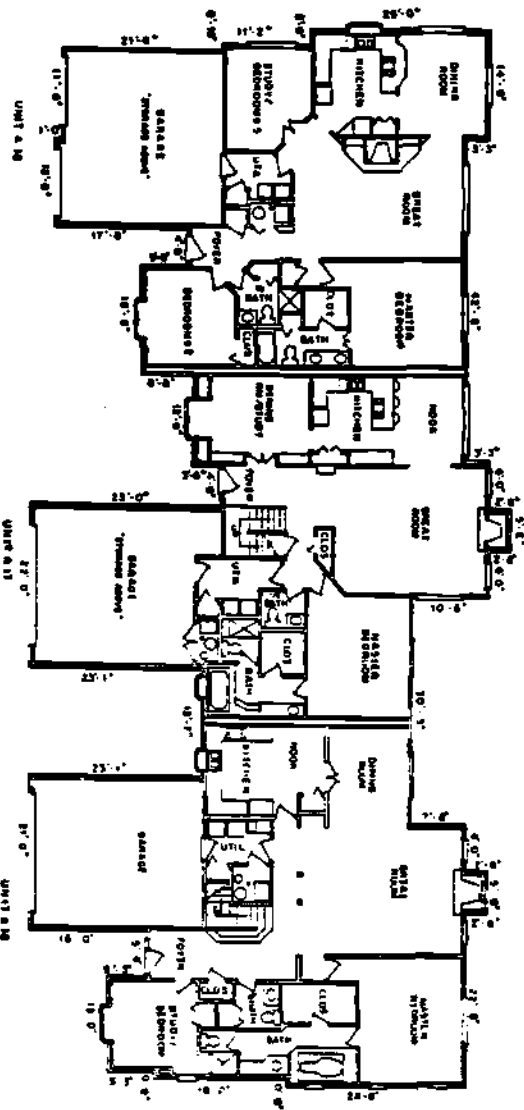
** Approximate interior square feet means the space constituting the Unit, which is measured from the interior undecorated surfaces of exterior walls inward, including space occupied by interior partitions and walls, and, including space in an attached garage.

TIFTON GREENS

CONDOMINIUM PHASE 5.5
UNIT DETAILS

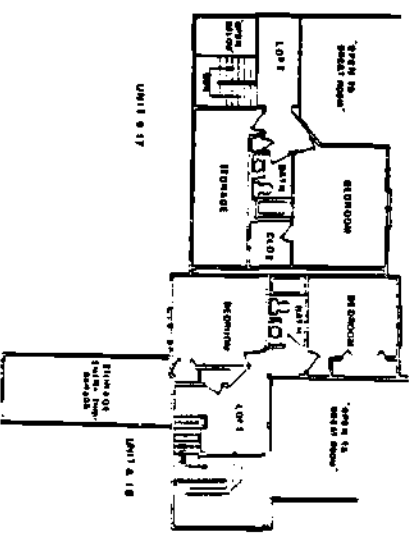


JANUARY, 1998



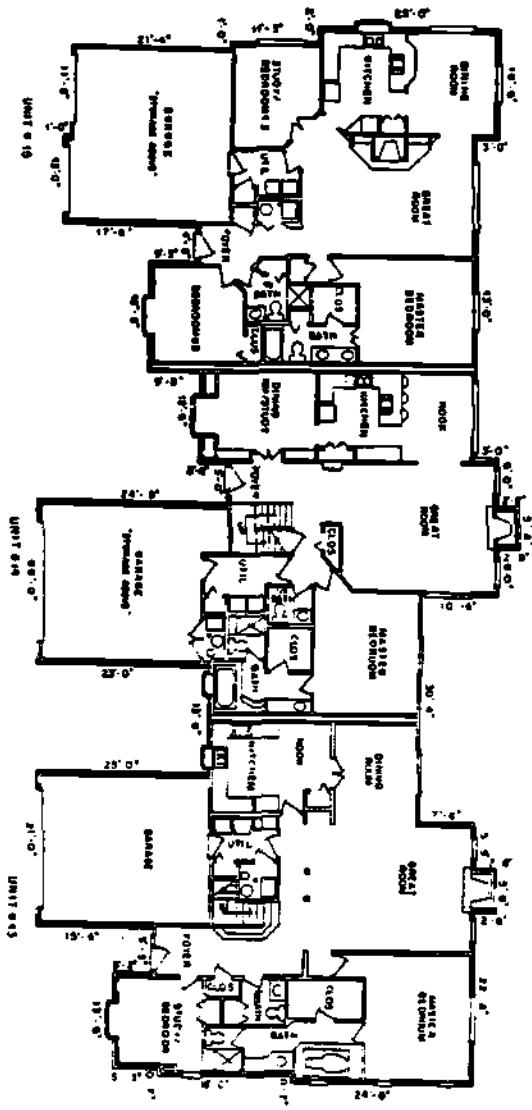
FIRST FLOOR PLAN

NOTE:
DIMENSIONS GIVEN ARE OUTSIDE
FOUNDATION WALL DIMENSIONS

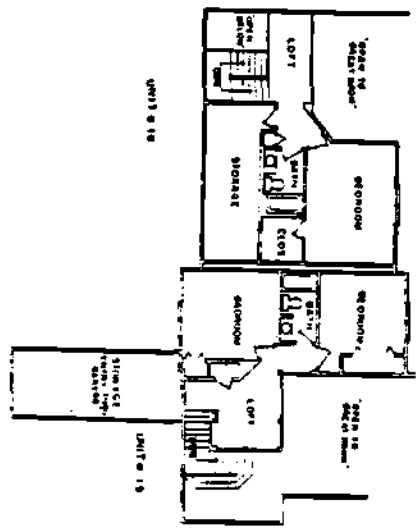


SECOND FLOOR PLAN

NOTE: DIMENSIONS ARE SHOWN OUTSIDE FOUNDATION WALL DIMENSIONS



FIRST FLOOR PLAN



SECOND FLOOR PLAN



SCALE 1/8" = 1'-0"

TIFTON GREENS

CONDOMINIUM - BUILDING # 6

UNIT DETAILS

JANUARY 1988

TIFTON GREENS

THIRDSHOPPING FROM LINDA 8-11-16
SECTIONS & PHOTOS

SCALE 1/8" = 1'-0"

ARCHITECT: JAMES



FRONT VIEW
8-11-16



SIDE VIEW
8-11-16



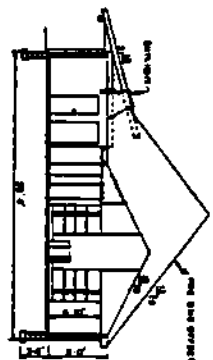
REAR VIEW
8-11-16



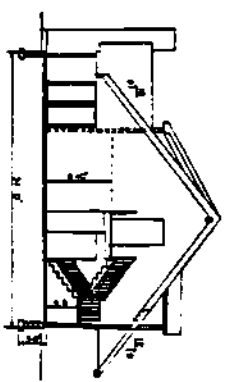
SOUTH SIDE VIEW
8-11-16



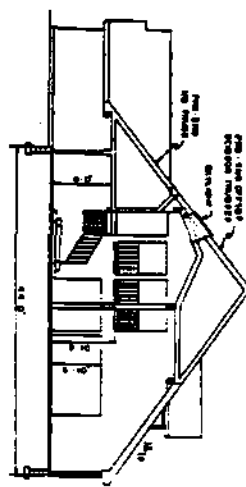
NORTH SIDE VIEW
8-11-16



UNIT 1010
FLOOR PLAN
8-11-16



UNIT 1011
FLOOR PLAN
8-11-16



UNIT 1012
FLOOR PLAN
8-11-16

the north line of Greenbrier Commons Condominium Parcel II as recorded in Book 114, Page 26 of the Plat Records of Montgomery County, Ohio; thence with the boundary of said Parcel II on the following courses:

S 89° 10' 10" W a distance of 335.73 feet to a point;
thence S 0° 49' 50" E a distance of 149.16 feet to a point;
thence S 66° 00' 00" W a distance of 145.00 feet to a point;
thence S 0° 49' 50" E a distance of 12.00 feet to a point;
thence S 89° 10' 10" W a distance of 56.80 feet to a point;
thence S 0° 49' 50" E with the line of said Parcel II and the
west line of the aforementioned Parcel VI a distance of 385.00
feet to the place of beginning, containing 17.448 acres, more or
less, subject, however, to all legal highways, easements, and
covenants of record.

SAVE AND EXCEPT land containing Buildings 5 and 6 and roadway,
Tifton Greens, more particularly described as follows:

Situate in Section 20, Town 2, Range 6, MRs, City of
Centerville, Montgomery County, Ohio and being part of a 17.448
acre tract of land conveyed to Greeneco Corporation by deed
recorded in Microfiche 86-245A06 of the Deed Records of said
county, and being a 1.4438 acre tract of land more particularly
described as follows:

Starting at a point in the centerline of Clio Road, said point
being the northeast corner of the aforementioned Greeneco
Corporation tract; thence S 74° 14' 00" W with the centerline
of Clio Road a distance of 281.06 feet to a point; thence S 15°
46' 00" E a distance of 45.00 feet to a point in the southerly
right of way line of Clio Road, said point being the true place
of beginning of the herein described tract;

thence from said point of beginning N 74° 14' 00" E with the
southerly right of way line of Clio Road a distance of 24.28
feet to a point of curvature; thence southwestwardly on a curve
to the left having a radius of 35.00 feet an arc distance of
23.79 feet to a point (said curve having a chord bearing of S
03° 42' 21" W and a chord distance of 23.34 feet); thence S 15°
46' 00" E a distance of 92.10 feet to a point of curvature;
thence southeastwardly on a curve to the left having a radius of
20.00 feet an arc distance of 15.11 feet to a point (said curve
having a chord bearing of S 79° 11' 07" E and a chord distance
of 14.75 feet); thence N 79° 10' 10" E a distance of 12.00 feet
to a point of curvature; thence southeastwardly on a curve to
the right having a radius of 63.00 feet and an arc distance of
109.96 feet to a point (said curve having a chord bearing of S
50° 49' 48" E and a chord distance of 96.52 feet); thence S 00°
49' 50" E a distance of 140.00 feet to a point; thence N 89°
10' 10" E a distance of 114.00 feet to a point in the east line
of the Greeneco Corporation tract; thence S 0° 49' 50" E with
the east line of said Greeneco Corporation tract a distance of
155.67 feet to a point; thence S 89° 10' 10" W a distance of
114.00 feet to a point; thence N 0° 49' 50" W a distance of

9.67 feet to a point; thence S 89° 10' 10" W a distance of 138.23 feet to a point; thence N 5° 01' 48" E a distance of 163.85 feet to a point; thence N 0° 49' 50" W a distance of 13.00 feet to a point; thence S 89° 10' 10" W a distance of 83.50 feet to a point of curvature; thence southwestwardly on a curve to the left having a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of S 44° 09' 49" W and a chord distance of 28.29 feet); thence S 89° 10' 10" W a distance of 26.00 feet to a point; thence N 0° 49' 50" W a distance of 87.00 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 88.00 feet an arc distance of 122.87 feet to a point (said curve having a chord bearing of N 39° 10' 07" E and a chord distance of 113.14 feet); thence N 79° 10' 10" E a distance of 27.95 feet to a point of curvature; thence northeastwardly on a curve to the left having a radius of 20.00 feet an arc distance of 23.76 feet to a point (said curve having a chord bearing of N 45° 08' 40" E and a chord distance of 22.38 feet); thence N 15° 46' 00" W a distance of 82.14 feet to a point of curvature; thence northwestwardly on a curve to the left having a radius of 35.00 feet an arc distance of 23.79 feet to a point on the southerly right of way of Clyo Road (said curve having a chord bearing of N 35° 14' 21" W and a chord distance of 23.34 feet); thence N 74° 14' 00" E with said right of way a distance of 24.28 feet to the place of beginning, containing 1.9225 acres, more or less, subject, however, to all legal highways, easements and covenants of record.

SAVE AND EXCEPT a 0.4787 acre tract more particularly described as follows:

Starting at a point in the centerline of Clyo Road, said point being the northeast corner of the aforementioned Greeneco Corporation tract; thence S 74° 14' 00" W with the centerline of Clyo Road a distance of 281.06 feet to a point; thence S 15° 46' 00" E a distance of 199.23 feet to the true place of beginning of the herein described tract;

thence from said true place of beginning, N 79° 10' 26" E a distance of 39.56 feet to a point of curvature; thence southeastwardly on a curve to the right, having a radius of 37.00 feet an arc distance of 64.58 feet to a point (said curve having a chord bearing of S 50° 49' 39" E and a chord distance of 56.69 feet); thence S 0° 49' 50" E a distance of 64.01 feet to a point of curvature; thence southwestwardly on a curve to the right with a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of S 44° 10' 31" W and a chord distance of 28.29 feet); thence S 89° 10' 10" W a distance of 159.00 feet to a point of curvature; thence northwestwardly on a curve to the right with a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of N 45° 49' 29" W and a chord distance of 28.29 feet); thence N 00° 49' 50" W a distance of 21.00 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 62.00 feet to an arc distance of 86.57 feet to a point (said curve having a chord bearing of N 39° 10' 20" E and a chord distance of 79.71 feet); thence N 79° 10' 26" E a distance of 66.39 feet to the place of beginning, containing 0.4787 acres, more or less, subject, however, to all legal highways, easements, and covenants of record.

Net acreage of land containing Buildings 5 and 6 and roadway (after exception above described) is 1.4438 acres.

Net land remaining after exception of 1.4438 acres is 16.0042 acres.

Deed Reference: M.F. 86-245A06

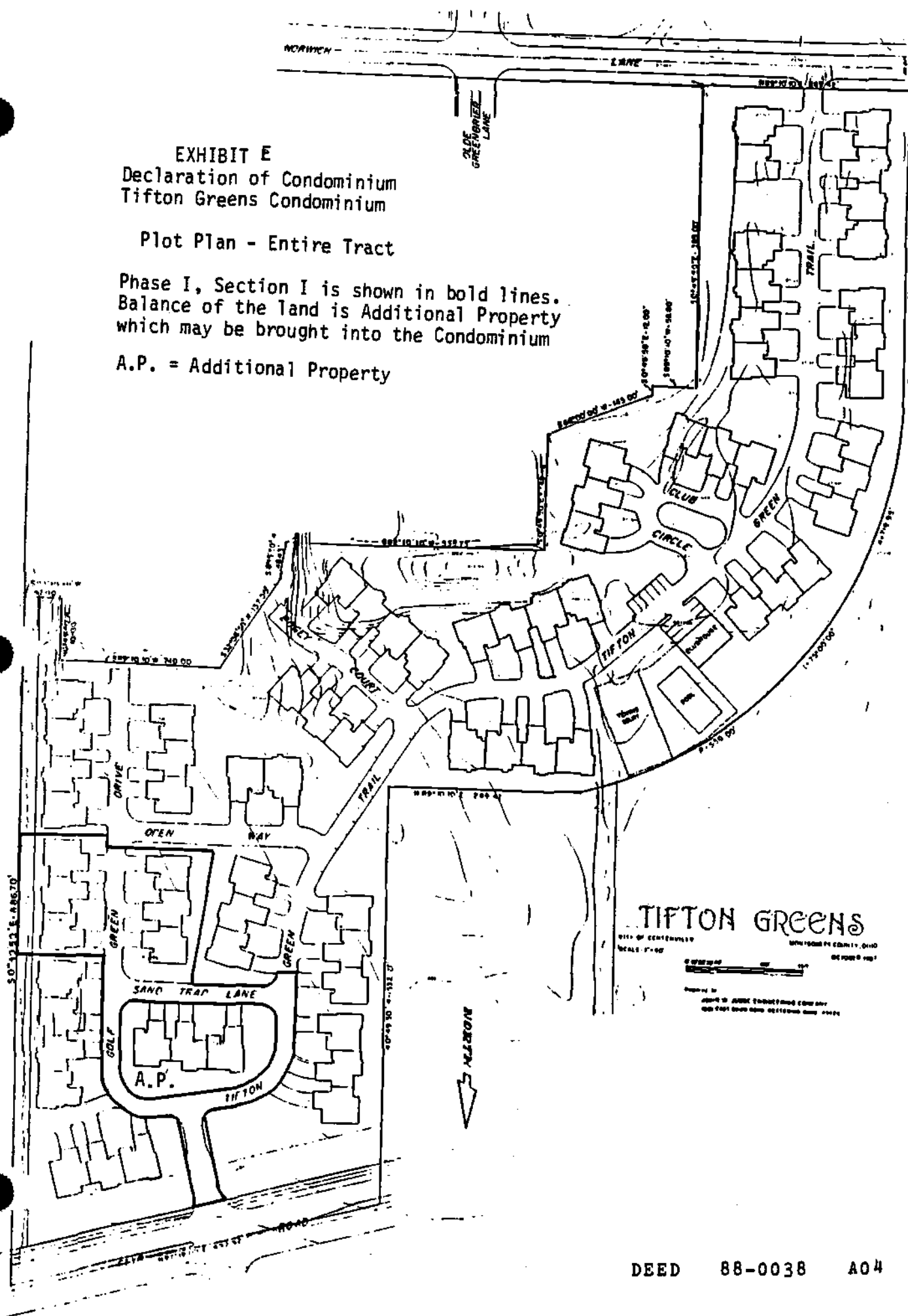
John W. Judge
Registered Surveyor No. 4211
January 18, 1988

EXHIBIT E
Declaration of Condominium
Tifton Greens Condominium

Plot Plan - Entire Tract

Phase I, Section I is shown in bold lines.
Balance of the land is Additional Property
which may be brought into the Condominium

A.P. = Additional Property



DECLARATION OF CONDOMINIUM
TIFTON GREENS CONDOMINIUM

Legal Description, Additional Property

Situate in Section 20, Town 2, Range 6, MRS, City of Centerville, Montgomery County, Ohio and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 16.0042 acre tract of land more particularly described as follows:

Beginning at a point on the north right-of-way line of the proposed Norwich Lane, said point being the southwest corner of Greenbrier Commons Condominium Parcel VI as recorded in Book 106, Page 55 of the Plat Records of Montgomery County, Ohio;

thence from said place of beginning, N 89° 10' 10" E with the said north right-of-way of the proposed Norwich Lane, a distance of 210.00 feet to a point in the south boundary line of the Greenbrier Commons Condominium Parcel III as recorded in Book 104, Page 75 of the Plat Records of Montgomery County, Ohio, said point also being at the westerly terminus of the existing Norwich Lane; thence S 0° 49' 00" E with said westerly terminus of Norwich Lane a distance of 60.00 feet to a point; thence with the boundary line of a tract of land conveyed to Ralph G. Woodley, et. al., as recorded in Microfiche 76-074C04 of the Deed Records of Montgomery County, Ohio, on the following courses:

S 89° 10' 10" W a distance of 479.42 feet to a point;
thence N 0° 46' 00" W a distance of 442.59 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 550.00 feet, an arc distance of 719.95 feet to a point (said curve having a chord bearing of N 36° 44' 00" E and a chord distance of 669.64 feet); thence N 89° 10' 10" E a distance of 249.41 feet to a point; thence N 0° 49' 50" W a distance of 532.27 feet to a point in Clyo Road; thence N 74° 14' 00" E with the said Clyo Road, a distance of 492.92 feet to a point, said point also being the northeast corner of the herein described tract; thence S 0° 49' 50" E a distance of 886.70 feet to a point on the east line of Greenbrier Commons Condominium Parcel XIII as recorded in Book 114, Page 19 of the Plat Records of Montgomery County, Ohio; thence with the boundary of said Parcel XIII on the following courses:

S 89° 10' 10" W a distance of 47.00 feet to a point;
thence N 0° 49' 50" W a distance of 80.00 feet to a point;
thence S 89° 10' 10" W a distance of 210.00 feet to a point;
thence S 32° 06' 50" W a distance of 137.00 feet to a point;
thence S 08° 15' 50" W a distance of 48.43 feet to a point on

4291
4292
4293

2
VICKI D. BESS
REC'D

153

ESTIMATED VALUE

FIRST AMENDMENT TO DECLARATION

MONTGOMERY CO. DEED
RECORDED

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: MAR 15 1988

By: Dana A. Stamps

PLAT REFERENCE: Book 134, Pages 9, 9A + 9B

THIS INSTRUMENT PREPARED BY:

mail:
Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

TRANSFERRED
1000 MAR 15 PM 3:40
DANA A. STAMPS
MONT. COUNTY AUDITOR

FIRST AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION, hereinafter referred to as the "First Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio.

B. The Declaration was filed at Microfiche No. 88-0037A01, et seq. of the deed records of Montgomery County, Ohio.

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration are hereinafter respectively referred to as "Parcel 1 Unit Owners" and Parcel 1 Mortgagees", with Parcel 1 being those premises described in Article I and Exhibit A 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 Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 2", together with the building (s) 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1 Unit owners and Parcel 1 mortgagees for the purpose of executing, acknowledging and recording for an in the name of each Parcel 1 Unit owner such amendment to the Declaration as is contemplated by Article XVII

thereof, and in the name of each Parcel 1 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 2, together with the Parcel 2 building and all improvements thereon, all easements, rights, and appurtenance belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate described as follows:

Situate in Section 20, Town 2, Range 6, MRS, City of Centerville, Montgomery County, Ohio and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.4787 acre tract of land more particularly described as follows:

Starting at a point in the centerline of Clio Road, said point being the northeast corner of the aforementioned Greeneco Corporation tract; thence S 74° 14' 00" W with the centerline of Clio Road a distance of 281.06 feet to a point; thence S 15° 46' 00" E a distance of 45.00 feet to a point in the southerly right of way line of Clio Road, thence S 15° 46' 00" E a distance of 144.25 feet to the point of beginning of the herein described tract;

thence from said point of beginning, N 79° 10' 26" E a distance of 39.56 feet to a point of curvature; thence southeastwardly on a curve to the right, having a radius of 37.00 feet an arc distance of 64.51 feet to a point (said curve having a chord bearing of S 50° 49' 39" E and a chord distance of 56.69 feet); thence S 0° 49' 50" E a distance of 64.01 feet to a point of curvature; thence southwestwardly on a curve to the right with a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of S 44° 10' 31" W and a chord distance of 28.29 feet); thence S 89° 10' 10" W a distance of 159.00 feet to a point of curvature; thence northwestwardly on a curve to the right with a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of N 45° 49' 29" W and a chord distance of 28.29 feet); thence N 00° 49' 50" W a distance of 21.00 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 62.00 feet to an arc distance of 86.57 feet to a point (said curve having a chord bearing of N 39° 10' 20" E and a chord distance of 79.71 feet); thence N 79° 10' 26" E a distance of 66.39 feet to the place of beginning, containing 0.4787 acres, more or less.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "two buildings" contained in the first sentence thereof, and substituting therefor the words-- three buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
10	1305 Sand Trap Lane
11	1315 Sand Trap Lane
12	1325 Sand Trap Lane

D. Article V, Section 2, subparagraph (b), Unit Types, Sizes, Locations and Components, is hereby amended by deleting the second sentence therein and substituting the following therefor:

"The location and approximate square footage (size) of each Unit is shown on the Drawings."

E. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled: "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium).

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
10	A	2174	9.75
11	B	2452	10.98
12	C	2816	12.61
13	C	2816	12.61
14	B	2452	10.98
15	A	2174	9.74
16	C	2816	12.61
17	B	2452	10.98
18	A	2174	9.74

TOTAL 100.00 %

F. The Drawings, attached as Exhibits C-1 through C-4, inclusive, to the Declaration are hereby amended by adding thereto and making a part thereof the Drawings attached to this First Amendment as Exhibits C-5 through C-7, relating to Parcel 2, the Parcel 2 building and all other improvements thereon.

G. The "Plot Plan - Entire Tract", attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this First Amendment on behalf of Parcel 1 Owners and on behalf of Parcel 1 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 2, and as attorney-in-fact for all other Parcel 1 Unit Owners and Parcel 1 Mortgagees, has caused this instrument to be executed on this 7th day of March, 1988.

Signed and acknowledged
in the presence of:

John M. Stewart
J. Sue Wellman-Morris

GREENECO CORP.

L. B. Luttrell
President

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L. B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 7th day of March, 1988.

J. Sue Wellman-Morris
NOTARY PUBLIC

J. SUE WELLMAN-MORRIS, Notary Public,
In and for the State of Ohio
My Commission Expires August 7, 1991

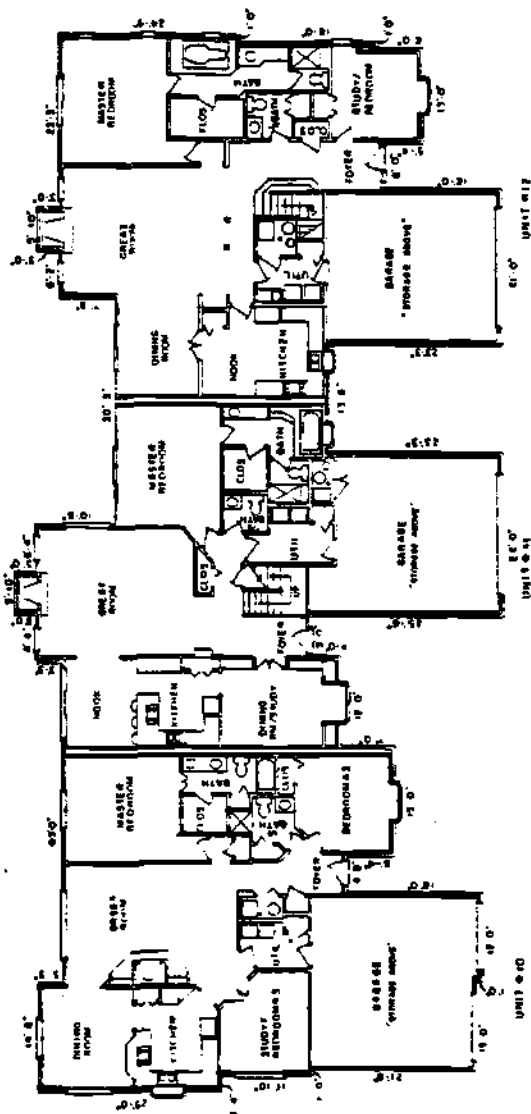
THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

TIFTON GREENS

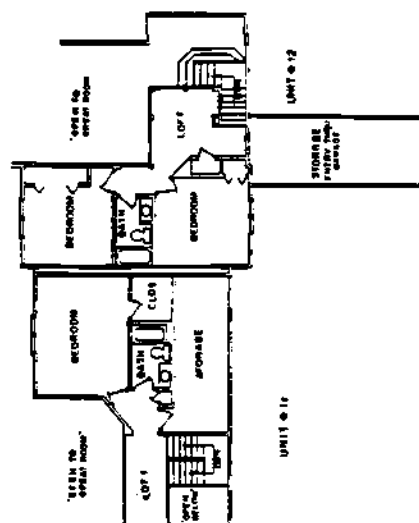
CONDOMINIUM - BUILDING # 2
UNIT OFFICES

Standard, 1988



FIRST FLOOR PLAN

NOTE: DIMENSIONS GIVEN ARE OUTSIDE
MEASUREMENTS ONLY. THIS IS NOT A
CONTRACT DOCUMENT.



SECOND FLOOR PLAN

TIFTON GREENS

CONDOMINIUM - BUILDING #2
SECTIONS & PHOTOS

SCALE 1/8" = 1'-0"

FEBRUARY, 1988



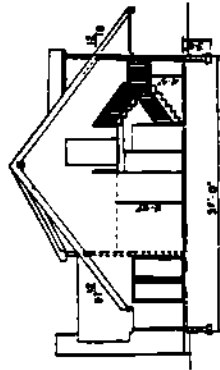
FRONT VIEW



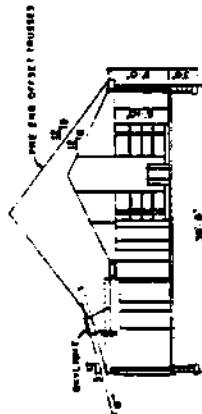
FRONT VIEW



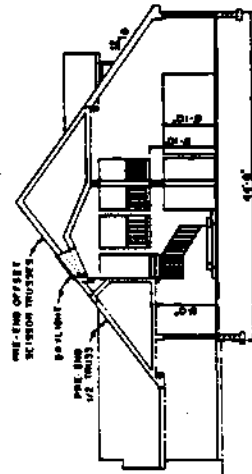
WEST SIDE VIEW



UNIT 11
FIN FLOOR ELEV 988.51



UNIT 10
FIN FLOOR ELEV 988.51



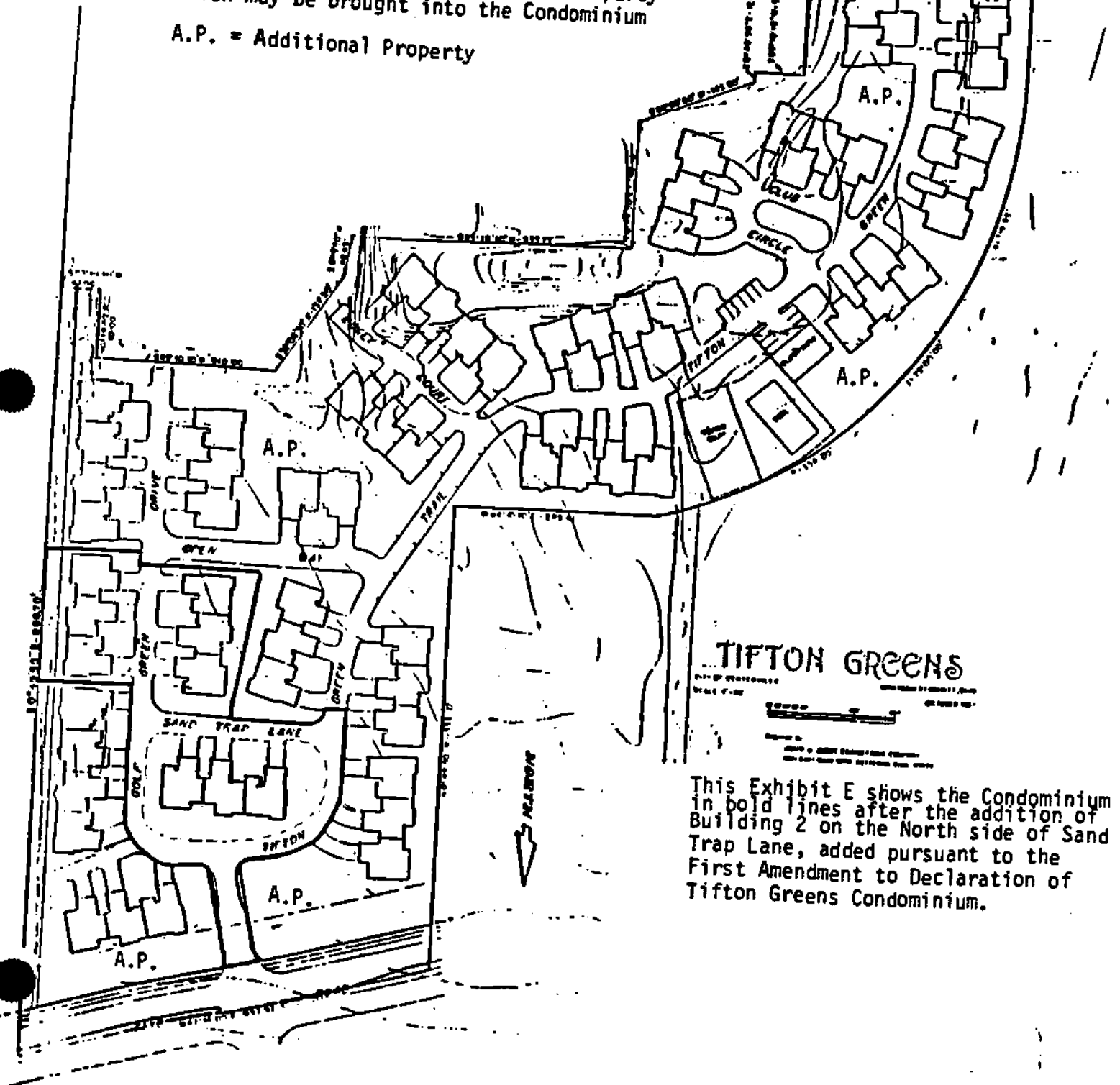
UNIT 12
FIN FLOOR ELEV 988.51

EXHIBIT E
Declaration of Condominium
Tifton Greens Condominium

Plot Plan - Entire Tract

Phase I, Section I is shown in bold lines.
 Balance of the land is Additional Property
 which may be brought into the Condominium

A.P. = Additional Property



9432

9433

VICKI D. FESS
RECORDED

9434

88 MAY 23 PM 3:57

SECOND AMENDMENT TO DECLARATION

MONTGOMERY CO. CLERK
RECORDED

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: MAY 23 1988

DANA A. STAMPS

By: _____

PLAT REFERENCE: Book 135, Pages 5TH 5E

RECORDED

88 MAY 23 PM 3:48

NO TRANSFER NEEDED
1988 MAY 23 PM 3:50
DANA A. STAMPS
MONT. COUNTY AUDITOR

THIS INSTRUMENT PREPARED BY:

Mail To

Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

SECOND AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION, hereinafter referred to as the "Second Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq. of the deed records of Montgomery County, Ohio.

B. On March 15, 1988, by a First Amendment to Declaration (hereinafter referred to as "First Amendment") certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership, said First Amendment having been filed at Microfiche 88-134C08 et seq of the deed records of Montgomery County, Ohio.

C. The Declarant is the owner of adjacent property.

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and First Amendment are hereinafter respectively referred to as "Parcel 1 and 2 Unit Owners" and "Parcel 1 and 2 Mortgagees", with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, along with any buildings or any other improvements thereon, and with Parcel 2 being those premises described in Section 3(A) of the First Amendment, along with any buildings or any other improvements thereon.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcels 3 and 4", together with the building (s) 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1 and 2 Unit owners and Parcel 1 and 2 Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel 1 and 2 Unit owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1 and 2 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 Parcels 3 and 4, together with the Parcel 3 and 4 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcels 3 and 4 and described as follows:

Parcel 3 (Building 7)

Situate in Section 20, Town 2, Range 6, MRs, City of Centerville, Montgomery County, Ohio and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.539 acre tract of land more particularly described as follows:

Beginning at the southeast corner of Tifton Greens Condominium, Building 5 and 6 as recorded in Book 133, Page 27 of the Montgomery County Plat Records;

thence from said place of beginning, S 89° 10' 10" W a distance of 128.41 feet to a point of curvature; thence southwestwardly on a curve to the right having a radius of 313.00 feet an arc distance of 22.44 feet to a point (said curve having a chord

bearing of S 31° 06' 53" W and a chord distance of 22.44 feet); thence N 56° 49' 52" W a distance of 26.00 feet to a point of curvature; thence northeastwardly on a curve to the left having a radius of 287.00 feet an arc distance of 170.31 feet to a point (said curve having a chord bearing of N 16° 10' 09" E and a chord distance of 167.82 feet); thence N 89° 10' 10" E a distance of 26.00 feet to a point of curvature; thence north-eastwardly on a curve to the right having a radius of 20.00 feet an arc distance of 31.42 feet to a point (said curve having a chord bearing of N 44° 09' 49" E and a chord distance of 28.29 feet); thence N 89° 10' 10" E a distance of 83.50 feet to a point on a west line of Tifton Greens Condominium, Building 5 and 6; thence S 0° 49' 50" E with said west line, a distance of 13.00 feet to a point; thence S 5° 01' 48" W a distance of 163.85 feet to the place of beginning, containing 0.539 acres, more or less, subject, however, to all legal highways and easements of record.

Parcel 4 (Building 8)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Micro-fiche 86-245A06 of the Deed Records of said county, and being a 0.4405 acre tract of land more particularly described as follows:

Starting at a point in the centerline of Clyo Road, said point being the northwest corner of the aforementioned Greeneco Corporation tract; thence S 0° 49' 50" E with the west line of said tract a distance of 240.85 feet to the true place of beginning of the herein described tract;

thence from said true place of beginning, N 89° 10' 10" E a distance of 110.86 feet to a point; thence S 0° 49' 50" E a distance of 47.00 feet to a point of curvature; thence southwestwardly on a curve to the right having a radius of 287.00 feet an arc distance of 170.31 feet to a point (said curve having a chord bearing of S 16° 10' 09" W and a chord distance of 167.82 feet); thence N 56° 49' 52" W a distance of 74.54 feet to a point in the west line of said Greeneco tract; thence N 0° 49' 50" W with said west line a distance of 165.81 feet to the place of beginning, containing 0.4405 acres, more or less, subject, however, to all legal highways, easements, and covenants of record.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "three buildings" contained in the first sentence thereof, and substituting therefor the words--five buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
4	6665 Tifton Green Trails
5	6675 Tifton Green Trails
6	6685 Tifton Green Trails
7	6690 Tifton Green Trails
8	6680 Tifton Green Trails
9	6670 Tifton Green Trails

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled: "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium).

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
4	C	2816	7.57
5	B	2452	6.59
6	A	2174	5.84
7	C	2816	7.57
8	B	2452	6.59
9	A	2174	5.84
10	A	2174	5.84
11	B	2452	6.59
12	C	2816	7.57
13	C	2816	7.57
14	B	2452	6.59
15	A	2174	5.84
16	C	2816	7.57
17	B	2452	6.59
18	A	2174	5.84
TOTAL			100.00 %

E. The Drawings, attached as Exhibits C-1 through C-7, inclusive, to the Declaration and First Amendment are hereby amended by adding thereto and making a part thereof the Drawings attached to this Second Amendment as Exhibits C-8 through C-13, relating to Parcels 3 and 4, the Parcels 3 and 4 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract", attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Second Amendment on behalf of Parcel 1 and 2 Owners and on behalf of Parcel 1 and 2 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcels 3 and 4, and as attorney-in-fact for all other Parcel 1 and 2 Unit owners and all Parcel 1 and 2 Mortgagees, has caused this instrument to be executed on this 17th day of May, 1988.

Signed and acknowledged
in the presence of:

Sharon H. Newcomer
Sharon H. Newcomer

GREENECO CORP.

L. B. Luttrell
President

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L. B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 17th day of May, 1988.

Sharon H. Newcomer
NOTARY PUBLIC

SHARON H. NEWCOMER, Notary Public
In and for the State of Ohio
My Commission Expires January 22, 1989

THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

DEED 88-0282 A06

TIFTON GREENS

CONDOMINIUM - BLUE HING # 3

PAGE 1 - SECTION 1

SECTION 20, TOWN 2, RANGE 6, N 15 S

CITY OF CENTREVILLE

SCALE 1"=30'

MONTGOMERY COUNTY, OHIO
MARCH, 1999

MARCH, 1989

CONTAINING 0.5394 ACRES

Printed in Holland

John W. Lodge Engineering Company
Mechanical Engineers & Surveyors
201 New County Road, Springfield, Ohio 45502

DEDICATION.

[illegible]

DOI: 10.1002/anie.200500000

24

Charles W. DeLong

Page One of One

Charmosyllis fuscicornis

STATE OF OHIO, COUNTY OF HAMILTON: ss.

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

[illegible]

James J. Buckley

63 YF 1 - Amos 4: 1-5: 27

STATE OF NEW YORK

1. The first step is to identify the problem. This involves understanding the current situation and the goals that need to be achieved.

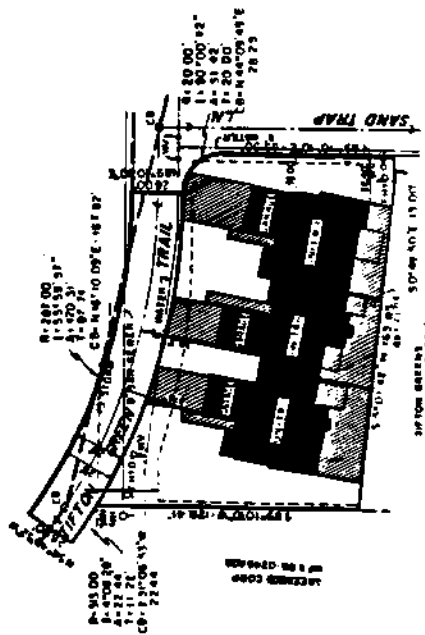
11. 4. 1974

W. J. Lawrence

APPROVED FOR RELEASE BY NSA/CSS/EO 13526
 5/23/05
 FRED F. FRECHER, P.E., P.S.
 11/1/05

612
612

THE UNIVERSITY OF CHICAGO



CONDOMINIUM COMPENDIUM FOR BUILDING 2			
UNIT #	OWNER'S NAME	OWNERS' SHARE OF COMMONS FEE	TOTAL UNIT COST
1	0890 1ST ON GREEN TR	082	2,895
2	0890 2ND ON GREEN TR	2,335	
3	0890 3RD ON GREEN TR	1,900	2,932
4	0890 4TH ON GREEN TR	1,000	2,170

CERTIFICATION:

and within this range decrease of Tl from 1000 to 100 mg/kg. In this range the decrease of Tl from 1000 to 100 mg/kg is not significant. The decrease of Tl from 1000 to 100 mg/kg is not significant. The decrease of Tl from 1000 to 100 mg/kg is not significant.

These designs also guarantee, similar to the old models, on the one hand, building up and strengthening the 1919 traditions, including that our troops in the Soviet Union, in Germany, and elsewhere at home will have a

[illegible]

RE: REQUEST TO REOPEN AN Ongoing FOR SALE LEASING AGREEMENT

Paul H. Hays

100% Satisfaction Guarantee

Remitted for security reasons
 [Signature]



DEED 88-0282 A07

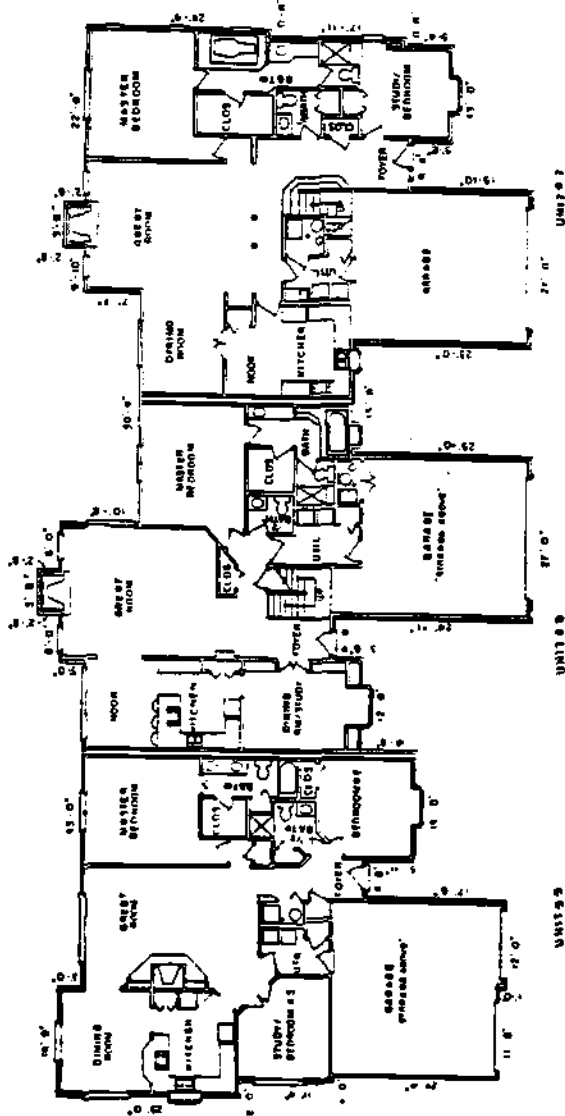
TIFTON GREENS

CONDOMINIUM BUILDING #7

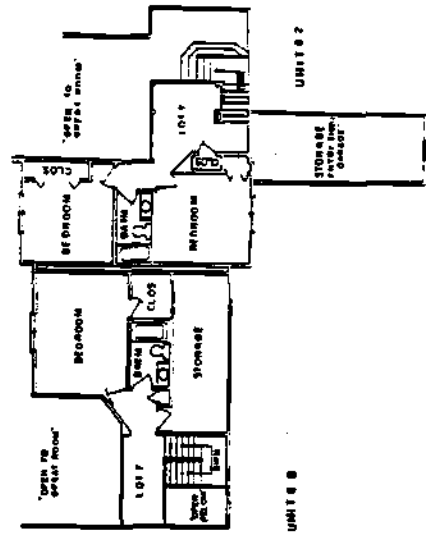
UNIT OFFFALS

MARCH, 1988

SCALE 1/8" = 1'-0"



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTE: DIMENSIONS GIVEN ARE OUTSIDE FOUNDATION WALL DIMENSIONS

TIFTON GREENS

CONDOMINIUM PLAN DIAG. 97
SECTIONS & PHOTOS

SCALE 1/8" = 1'-0"

MARCH 1984



FRONT VIEW UNIT 81



FRONT VIEW UNIT 82



FRONT VIEW UNIT 83



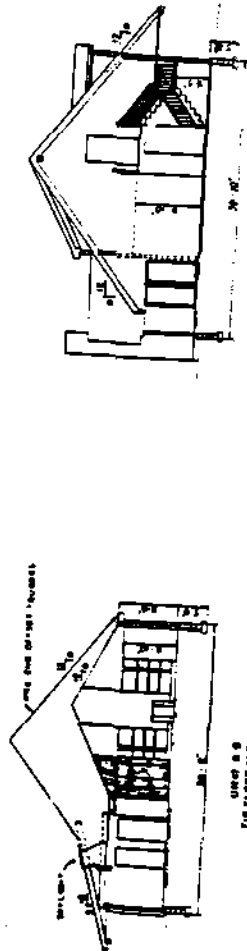
REAR VIEW



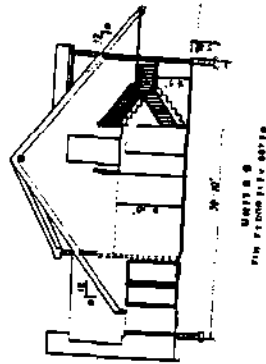
SIDE VIEW



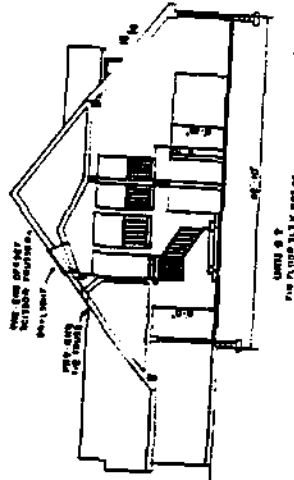
SIDE VIEW



UNIT 81
FOR FRONT ELEVATION



UNIT 82
FOR FRONT ELEVATION



UNIT 83
FOR FRONT ELEVATION

TIFTON GREENS

CONDOMINIUM BUILDING #8

PHASE I - SECTION I

SECTION 20, TOWN 2, RANGE 6, MRS

CITY OF CENTERVILLE

SCALE: 1" = 20'

MONTGOMERY COUNTY, OHIO

CONTAINING 0.4405 ACRES

APRIL, 1988

ALL ATTACHED ARE SUBJECT TO

1. John A. Jorgensen & Company
Professional Engineers & Surveyors
10000 N. High Street, Dayton, Ohio 45424

DEDICATION

The undersigned, John A. Jorgensen & Company, being authorized by the Board of Directors of the Tifton Greens Condominium Association, Inc., do hereby dedicate to the City of Centerville, Ohio, the following described property, to-wit:

Being and being located in the address of

John A. Jorgensen & Company
Professional Engineers & Surveyors
10000 N. High Street, Dayton, Ohio 45424

John A. Jorgensen & Company
Professional Engineers & Surveyors
10000 N. High Street, Dayton, Ohio 45424

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.

The foregoing instrument was acknowledged before me on this 17th day of April, 1988, by John A. Jorgensen & Company, Professional Engineers & Surveyors, as the duly authorized representatives of the Tifton Greens Condominium Association, Inc., a corporation organized under the laws of the State of Ohio, and as the duly authorized representatives of the City of Centerville, Ohio, and as the duly authorized representatives of the State of Ohio, and as the duly authorized representatives of the County of Montgomery, Ohio.

John A. Jorgensen & Company
Professional Engineers & Surveyors
10000 N. High Street, Dayton, Ohio 45424

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.

I, the undersigned, being duly sworn, depose and say that the foregoing instrument was acknowledged before me on this 17th day of April, 1988, by John A. Jorgensen & Company, Professional Engineers & Surveyors, as the duly authorized representatives of the Tifton Greens Condominium Association, Inc., a corporation organized under the laws of the State of Ohio, and as the duly authorized representatives of the City of Centerville, Ohio, and as the duly authorized representatives of the State of Ohio, and as the duly authorized representatives of the County of Montgomery, Ohio.

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John A. Jorgensen & Company
Professional Engineers & Surveyors
10000 N. High Street, Dayton, Ohio 45424

FRED F. FRECHER, P.E., P.S.
Professional Engineer & Surveyor
10000 N. High Street, Dayton, Ohio 45424

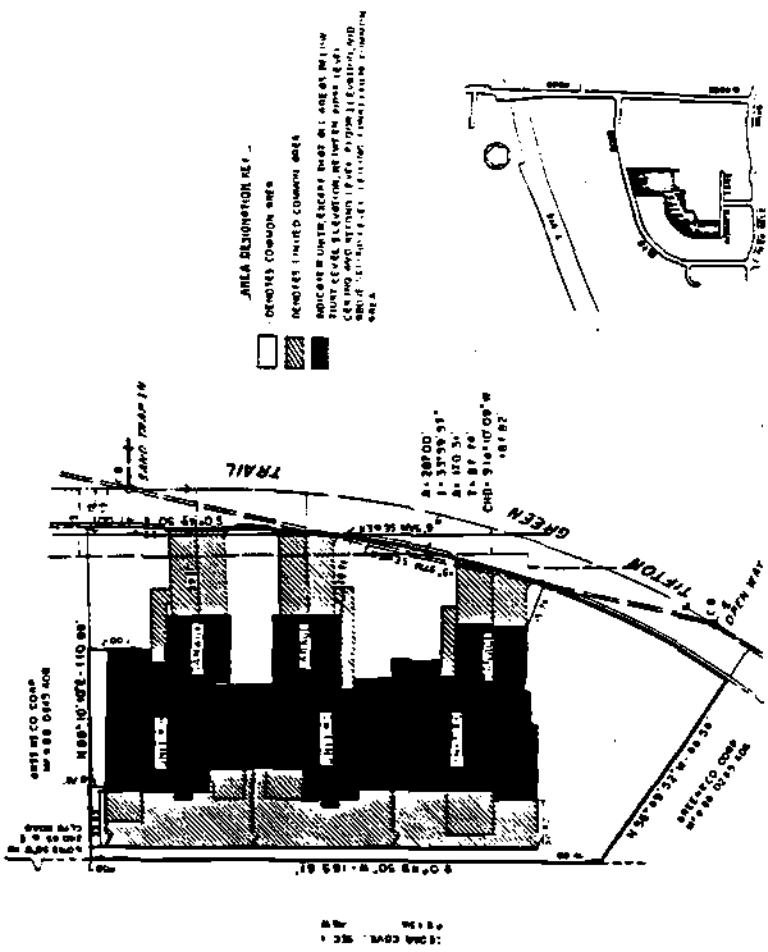


FIGURE 1: MAP

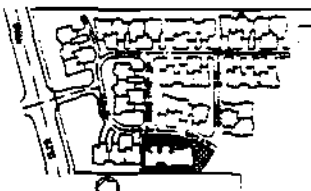


FIGURE 2: AERIAL PHOTOGRAPH

CONDOMINIUM COMPENDIUM FOR BUILDING #8				
UNIT #	ADDRESS	SQ. FT. (GROSS)	SQ. FT. (NET)	TOTAL UNIT (GROSS)
1	0000 TIFTON GREEN RD	2,393	481	2,874
2	0000 TIFTON GREEN RD	1,988	361	2,349
3	0000 TIFTON GREEN RD	1,988	361	2,349

CERTIFICATION

The undersigned, John A. Jorgensen & Company, being duly sworn, depose and say that the foregoing instrument was acknowledged before me on this 17th day of April, 1988, by John A. Jorgensen & Company, Professional Engineers & Surveyors, as the duly authorized representatives of the Tifton Greens Condominium Association, Inc., a corporation organized under the laws of the State of Ohio, and as the duly authorized representatives of the City of Centerville, Ohio, and as the duly authorized representatives of the State of Ohio, and as the duly authorized representatives of the County of Montgomery, Ohio.

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John A. Jorgensen & Company
Professional Engineers & Surveyors
10000 N. High Street, Dayton, Ohio 45424

DEED

88-0282

A10

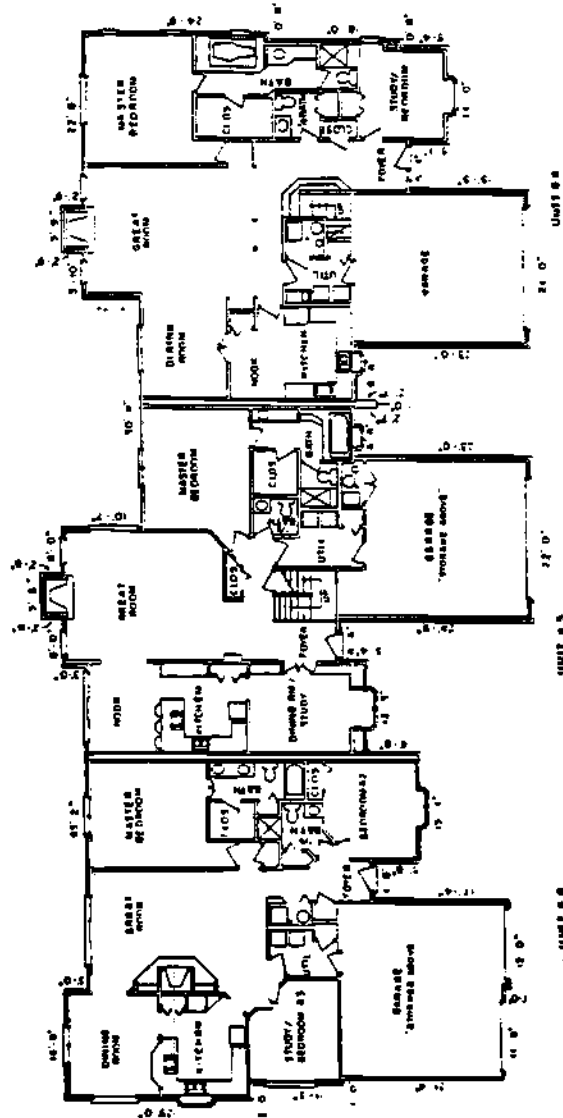
TIFTON GREENS

CONDOMINIUM BUILDING # 8

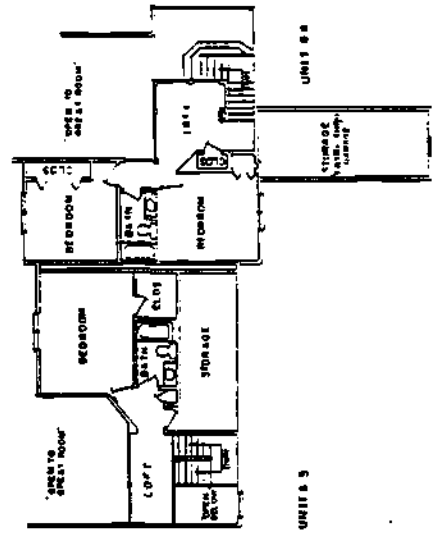
UNIT DETAILS

APRIL 1988

SCALE 1/8" = 1'-0"



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTE: DIMENSIONS SHOWN ARE OUTSIDE FOUNDATION WALL, DIMENSIONS

TIFTON GREENS

CONDOMINIUM BUILDING # 8
SECTIONS & PHOTOS

SCALE 1/8" = 1'-0"

APPROX. 1968



FRONT ELEVATION



FRONT ELEVATION



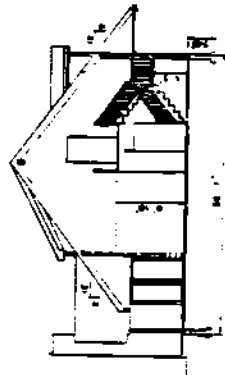
FRONT ELEVATION



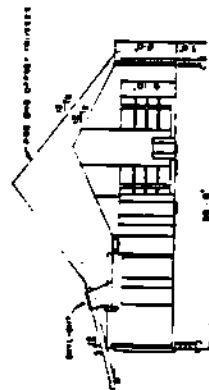
FRONT ELEVATION



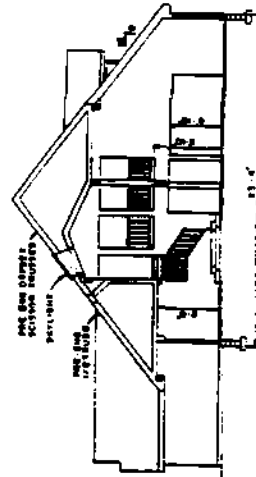
FRONT ELEVATION



CROSS SECTION



CROSS SECTION



CROSS SECTION

DEED 88-0282 A12

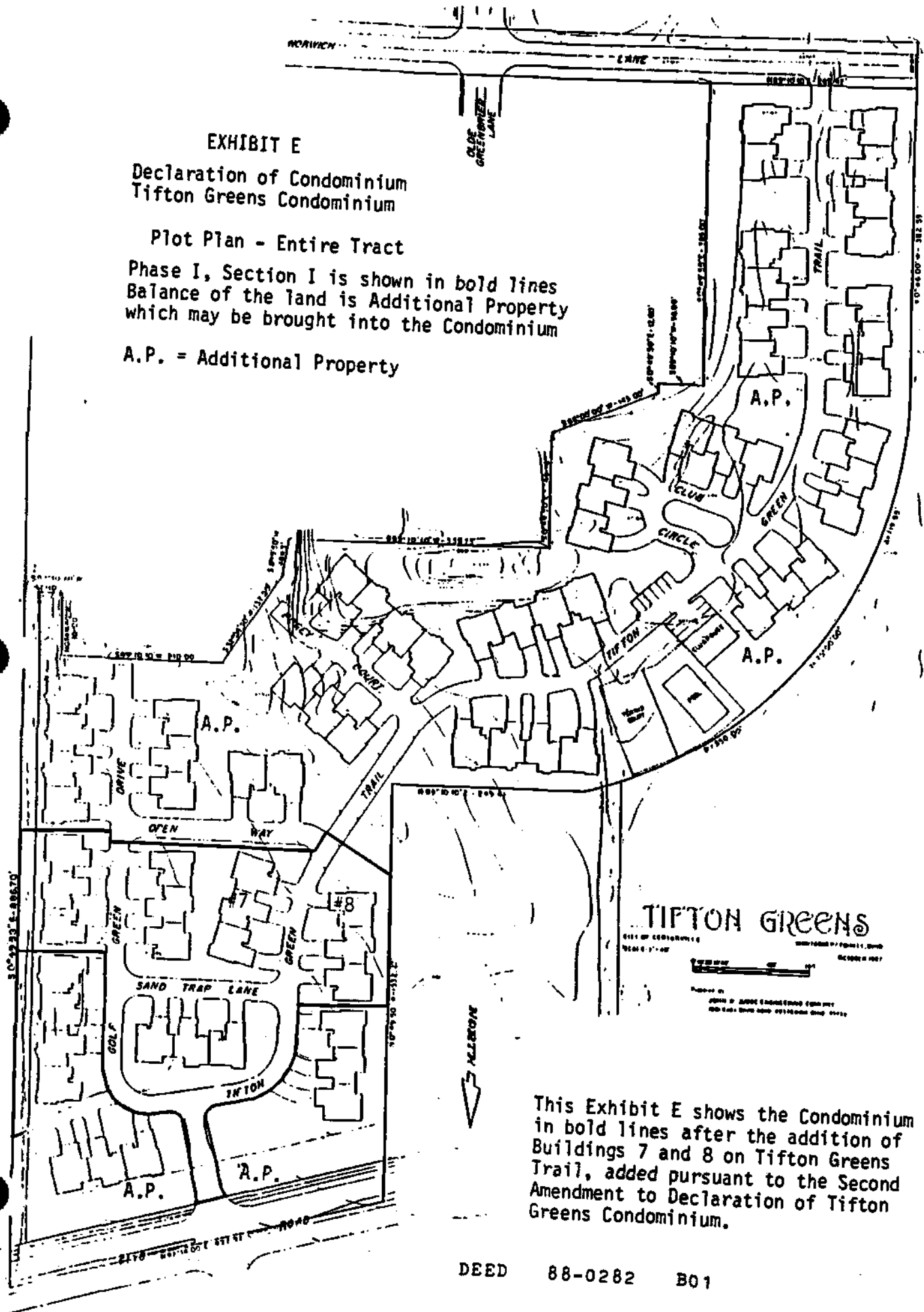
EXHIBIT E

Declaration of Condominium
Tifton Greens Condominium

Plot Plan - Entire Tract

Phase I, Section I is shown in **bold lines**
Balance of the land is Additional Property
which may be brought into the Condominium

A.P. = Additional Property



This Exhibit E shows the Condominium
in bold lines after the addition of
Buildings 7 and 8 on Tifton Greens
Trail, added pursuant to the Second
Amendment to Declaration of Tifton
Greens Condominium.

13127 13130
13128 13131
13129 13132

293²⁰
B

THIRD AMENDMENT TO DECLARATION
FOR
TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR
DANA A. STAMPS

Dated: 7/6/88

By: _____

PLAT REFERENCE: Book 135, Pages 41~~4~~ 41B + 42 + 42B

THIS INSTRUMENT PREPARED BY:

ml: Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

TRANSFERRED

1988 JUL -6 PM 3:45

RECORDED
INDEXED

THIRD AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION, hereinafter referred to as the "Third Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq. of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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 and Prior Amendments are hereinafter respectively referred to as "Parcel 1-4 Unit Owners" and "Parcel 1-4 Mortgagees", with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, and with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, along with any buildings or any other improvements on the Parcels therein described.

being those premises described in Section 3(A) of the Second Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcels 5 and 6", together with the building (s) 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-4 Unit owners and Parcel 1-4 Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel 1-4 Unit owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-4 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 Parcels 5 and 6, together with the Parcel 5 and 6 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcels 5 and 6 and described as follows:

Parcel 5 (Building 3)

Situate in Section 20, Town 2, Range 6, MRs, City of Centerville, Montgomery County, Ohio and being part of a 0.7399 acre tract taken from a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and more particularly described as follows:

Starting at a point in the centerline of Clyo Road, said point

being the northeast corner of the aforementioned Greeneco Corporation tract; thence S 00° 49' 50" E with the east line of said Greeneco Corporation tract a distance of 46.57 feet to a point in the south right-of-way line of Clyo Road, said point being the true place of beginning of the herein described tract;

thence from said true place of beginning, S 00° 49' 50" E a distance of 137.45 feet to a point; thence S 65° 58' 37" W a distance of 144.06 feet to a point of curvature; thence northwardly on a curve to the left having a radius of 63.00 feet an arc distance of 61.10 feet to a point (said curve having a chord bearing of N 73° 02' 37" W and a chord distance of 58.74 feet); thence S 79° 10' 10" W a distance of 12.00 feet to a point of curvature; thence northwestwardly on a curve to the right having a radius of 20.00 feet, an arc distance of 15.11 feet to a point (said curve having a chord bearing of N 79° 11' 07" W and a chord distance of 14.75 feet); thence N 15° 46' 00" W a distance of 92.10 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 35.00 feet an arc distance of 23.79 feet to a point on the south right-of-way line of Clyo Road (said curve having a chord bearing of N 3° 42' 21" E and a chord distance of 23.33 feet); thence N 74° 14' 00" E with the south right-of-way line of Clyo Road, a distance of 244.77 feet to the place of beginning, containing 0.7399 acres, more or less, subject, however, to all legal highways, easements and restrictions of record.

Parcel 6 (Building 4)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being a 0.5755 acre tract taken from a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and more particularly described as follows:

Starting at a point in the centerline of Clyo Road, said point being the northeast corner of the aforementioned Greeneco Corporation tract; thence S 00° 49' 50" E with the east line of said Greeneco Corporation tract, a distance of 184.02 feet to a point, said point being the true place of beginning of the herein described tract;

thence from said true point of beginning, S 00° 49' 50" E a

distance of 240.84 feet to a point; thence S 89° 10' 10" W a distance of 114.41 feet to a point; thence N 0° 49' 50" W a distance of 140.00 feet to a point of curvature; thence northwestwardly on a curve to the left with a radius of 63.00 feet an arc distance of 48.85 feet to a point (said curve having a chord bearing of N 23° 02' 39" W and a chord distance of 47.63 feet); thence N 65° 58' 37" E a distance of 144.06 feet to the place of beginning, containing 0.5755 acres, more or less, subject, however, to all legal highways, easements and restrictions of record.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "five buildings" contained in the first sentence thereof, and substituting therefor the words-- seven buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
19	6660 Golf Green Drive
20	6650 Golf Green Drive
21	6640 Golf Green Drive
22	6636 Golf Green Drive
23	6630 Golf Green Drive
24	6620 Golf Green Drive
25	6610 Golf Green Drive

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled: "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium).

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
4	C	2816	5.14
5	B	2452	4.48
6	A	2174	3.97
7	C	2816	5.14
8	B	2452	4.48
9	A	2174	3.97
10	A	2174	3.97
11	B	2452	4.48
12	C	2816	5.14
13	C	2816	5.14
14	B	2452	4.48
15	A	2174	3.97

16	C	2816	5.14
17	B	2452	4.48
18	A	2174	3.97
19	D	2461	4.51
20	C	2816	5.14
21	B	2452	4.48
22	A	2174	3.97
23	C	2816	5.14
24	B-1	2645	4.84
25	A	<u>2174</u>	<u>3.97</u>
TOTALS		54748	100.00 %

E. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "II. Unit Descriptions" and inserting therefor the following:

II. Unit Descriptions
(Initially in the Condominium)

<u>Type</u>	<u>Style</u>	<u>Number of Rooms*</u>	<u>Baths</u>	<u>Attached Garage</u>	<u>Approximate Interior Square Feet **</u>
A	Ranch	6	2	2 car	2174
B	Townhouse	6	2-1/2	2 car	2452
B-1	Townhouse	7	2-1/2	2 car	2596
C	Townhouse	8	2-1/2	2 car	2816
D	Ranch	7	2	2 car	2461

F. The Drawings, attached as Exhibits C-1 through C-13, inclusive, to the Declaration, First Amendment and Second Amendment are hereby amended by adding thereto and making a part thereof the Drawings attached to this Third Amendment as Exhibits C-14 through C-19, relating to Parcels 5 and 6, the Parcels 5 and 6 buildings and all other improvements thereon.

G. The "Plot Plan - Entire Tract", attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Third Amendment on behalf of Parcel 1-4 Owners and on behalf of Parcel 1-4 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcels 5 and 6, and as attorney-in-fact for all other Parcel 1-4 Unit owners and all Parcel 1-4 Mortgagees, has caused this instrument to be executed on this 15th day of July, 1988.

Signed and acknowledged
in the presence of:

J. Lee Kellerman-Morris
Kent J. Martin

GREENECO CORP.

L. B. Luttrell
President
Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L. B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 15th day of July, 1988.

Kent J. Martin
NOTARY PUBLIC

KENT J. MARTIN, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 1992

THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

TRANSFERRED

1988 JUL -6 PM 3:45

RECORDED
INDEXED
FILED

TIFTON GREENS

CONDOMINIUM BUILDING NO. 3
SECTION B PHOTOS

UNIT 101

UNIT 102



REAR VIEW UNIT 101



WEST SIDE VIEW



FRONT VIEW UNIT 102



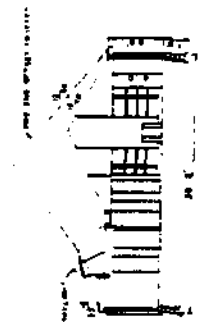
BACK VIEW UNIT 102



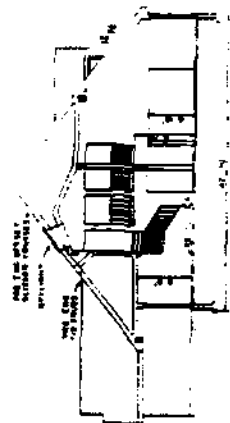
SIDE VIEW



UNIT 101
FLOOR PLAN



UNIT 102
FLOOR PLAN

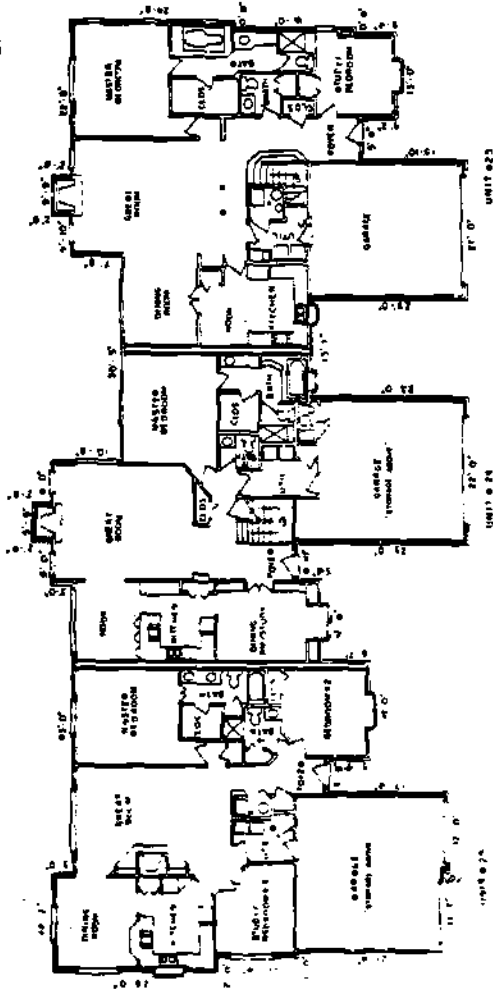


UNIT 103
FLOOR PLAN

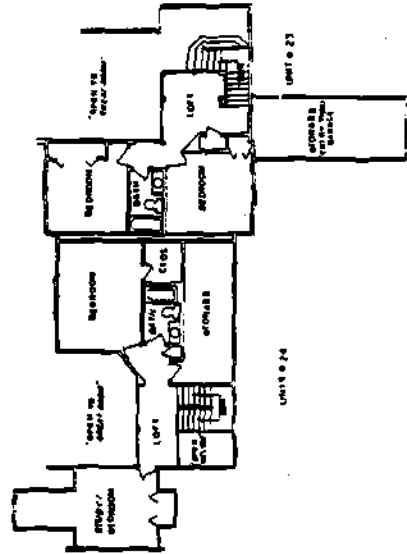
TIFTON GREENS

CONDOMINIUM - BUILDING #3
UNIT #2415

JUNE 1984



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOT TO SCALE
DIMENSIONS ARE APPROXIMATE
FOR INFORMATION ONLY

TIFTON GREENS

CONDOMINIUM - BUILDING A
 PHASE I - SECTION 1
 SECTION 20, TOWNSHIP 2, RANGE 6, N. 1/4 S. 1/4 E. 1/4

CITY OF CENTERVILLE
 SCALE 1" = 20'
 CONTAINING 0.355 ACRES
 MONTGOMERY COUNTY, OHIO
 FEBRUARY, 1980

This instrument was prepared by
 JAMES W. MOORE ENGINEERING CO.
 4011 EAST DUNDAS ROAD
 WEST LEBANON, OHIO 45151

DEDICATION

The undersigned owner hereby dedicates to the jurisdiction of the City of Centerville, Ohio, the subject premises, together with all improvements thereon, including but not limited to the streets, sidewalks, and other public facilities, for the use and enjoyment of the public as a public park and recreation area, to be known as Tifton Greens. The dedication is made in accordance with the provisions of the Ohio Revised Code, Chapter 163, and the City of Centerville, Ohio, Ordinance No. 123, which provides for the dedication of public lands and improvements to the City of Centerville, Ohio.

Signed and acknowledged by the owner at

Owner: GREENE CO. CORPORATION

[Signature]
 JAMES W. MOORE
 JAMES W. MOORE ENGINEERING CO.
 4011 EAST DUNDAS ROAD
 WEST LEBANON, OHIO 45151

STATE OF OHIO, COUNTY OF MONTGOMERY, ss.

I, the undersigned, County Clerk of said County, do hereby certify that the foregoing instrument was duly recorded in the Office of the County Clerk of said County, on the 12th day of February, 1980, at 10:00 A.M.

In testimony whereof, I have hereunto set my hand and official seal at the City of Centerville, Ohio, this 12th day of February, 1980.

[Signature]
 JAMES W. MOORE
 JAMES W. MOORE ENGINEERING CO.
 4011 EAST DUNDAS ROAD
 WEST LEBANON, OHIO 45151

STATE OF OHIO, COUNTY OF MONTGOMERY, ss.

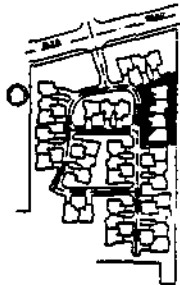
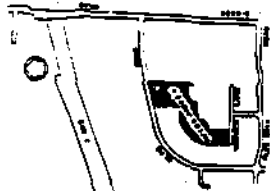
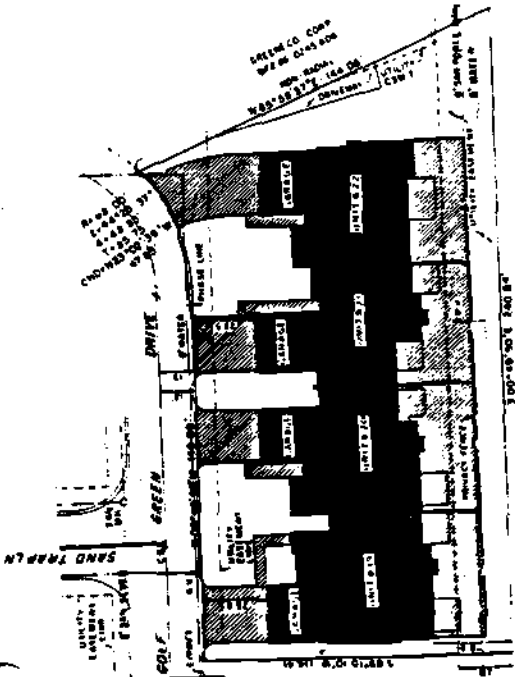
I, the undersigned, County Clerk of said County, do hereby certify that the foregoing instrument was duly recorded in the Office of the County Clerk of said County, on the 12th day of February, 1980, at 10:00 A.M.

In testimony whereof, I have hereunto set my hand and official seal at the City of Centerville, Ohio, this 12th day of February, 1980.



RECORDED IN DEED BOOK 1-6-80
 DATE

1-6-80



AREA DESIGNATIONS
 - PARKING CHALK AREA
 - INDICATED UNITS (SEE KEY) ALL AREA BELOW
 THIS LINE IS PARKING, OR TRAVELING LANE
 - ALL OTHER AREAS ARE TO BE USED FOR
 LANDSCAPING, OR OTHER PURPOSES
 - ALL AREAS ARE TO BE USED FOR
 LANDSCAPING, OR OTHER PURPOSES

CONDOMINIUM COMPONENTS FOR BUILDING A				
UNIT #	ADDRESS	SQUARE FEET	PERCENTAGE OF TOTAL UNIT AREA	PERCENTAGE OF TOTAL UNIT AREA
17	4440 GOLF GREEN DR	1,392	48%	7.48%
20	4450 GOLF GREEN DR	2,337	48%	12.61%
21	4460 GOLF GREEN DR	1,648	48%	8.92%
22	4470 GOLF GREEN DR	1,548	30%	8.14%

DEED 12-12-1980: This deed is subject to the terms of the Condominium Plan for Building A, which is attached hereto and incorporated by reference. Building A is to be used as a hotel and is to be owned and operated by the Green Co. Corporation. The Green Co. Corporation is the owner of the land and improvements thereon, and is the owner of the building and improvements thereon. The Green Co. Corporation is the owner of the building and improvements thereon, and is the owner of the building and improvements thereon.

This deed is subject to the terms of the Condominium Plan for Building A, which is attached hereto and incorporated by reference. Building A is to be used as a hotel and is to be owned and operated by the Green Co. Corporation. The Green Co. Corporation is the owner of the land and improvements thereon, and is the owner of the building and improvements thereon. The Green Co. Corporation is the owner of the building and improvements thereon, and is the owner of the building and improvements thereon.

[Signature]
 JAMES W. MOORE
 JAMES W. MOORE ENGINEERING CO.
 4011 EAST DUNDAS ROAD
 WEST LEBANON, OHIO 45151

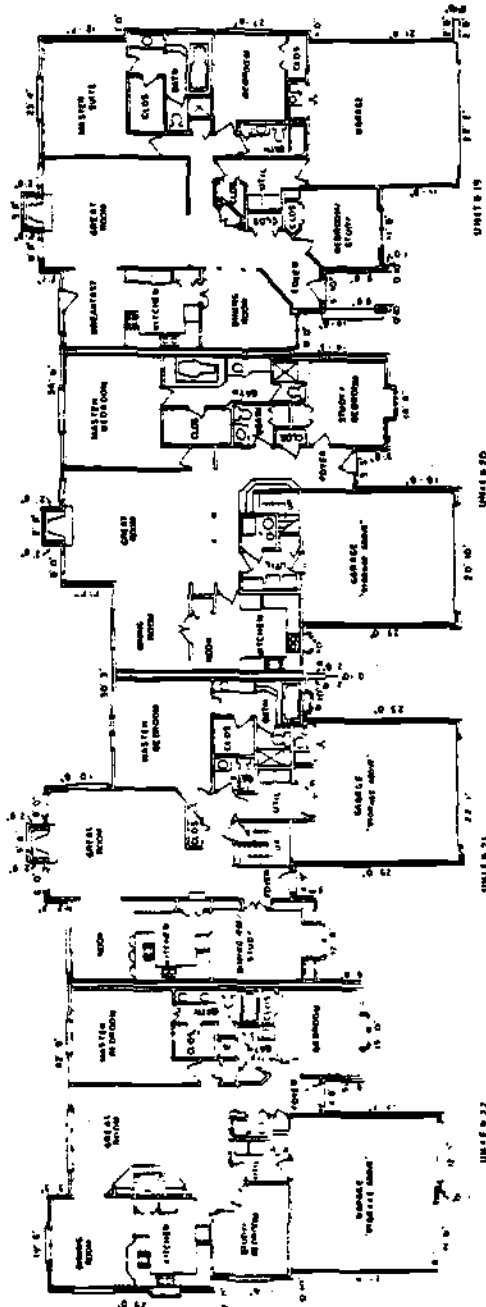
TIFTON GREENS

CONDOMINIUM - BUILDING 44

UNIT DETAILS

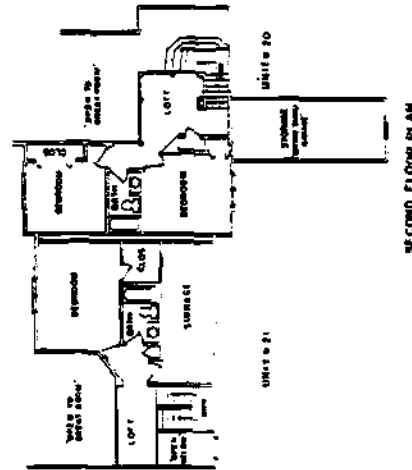
FEBRUARY 1989

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



FIRST FLOOR PLAN

NOTE:
DIMENSIONS GIVEN ARE OUTSIDE
FOUNDATION WALL CONSTRUCTION



SECOND FLOOR PLAN

TIFTON GREENS

CONDOMINIUM-BUILDING #4

SECTIONS & PHOTOS

SCALE 1/8"=1'-0"

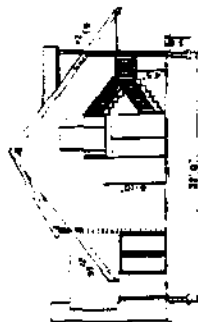
FEBRUARY, 1968



SOUTHWEST VIEW



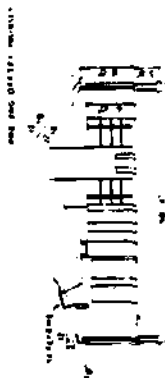
NORTHWEST VIEW



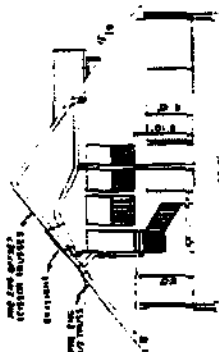
SW ELEV
UNIT 121
FIN. 11'00" ELEV. 800.50



NW ELEV
UNIT 119
FIN. 11'00" ELEV. 800.50



SE ELEV
UNIT 123
FIN. 11'00" ELEV. 800.50



SW ELEV
UNIT 120
FIN. 11'00" ELEV. 800.50

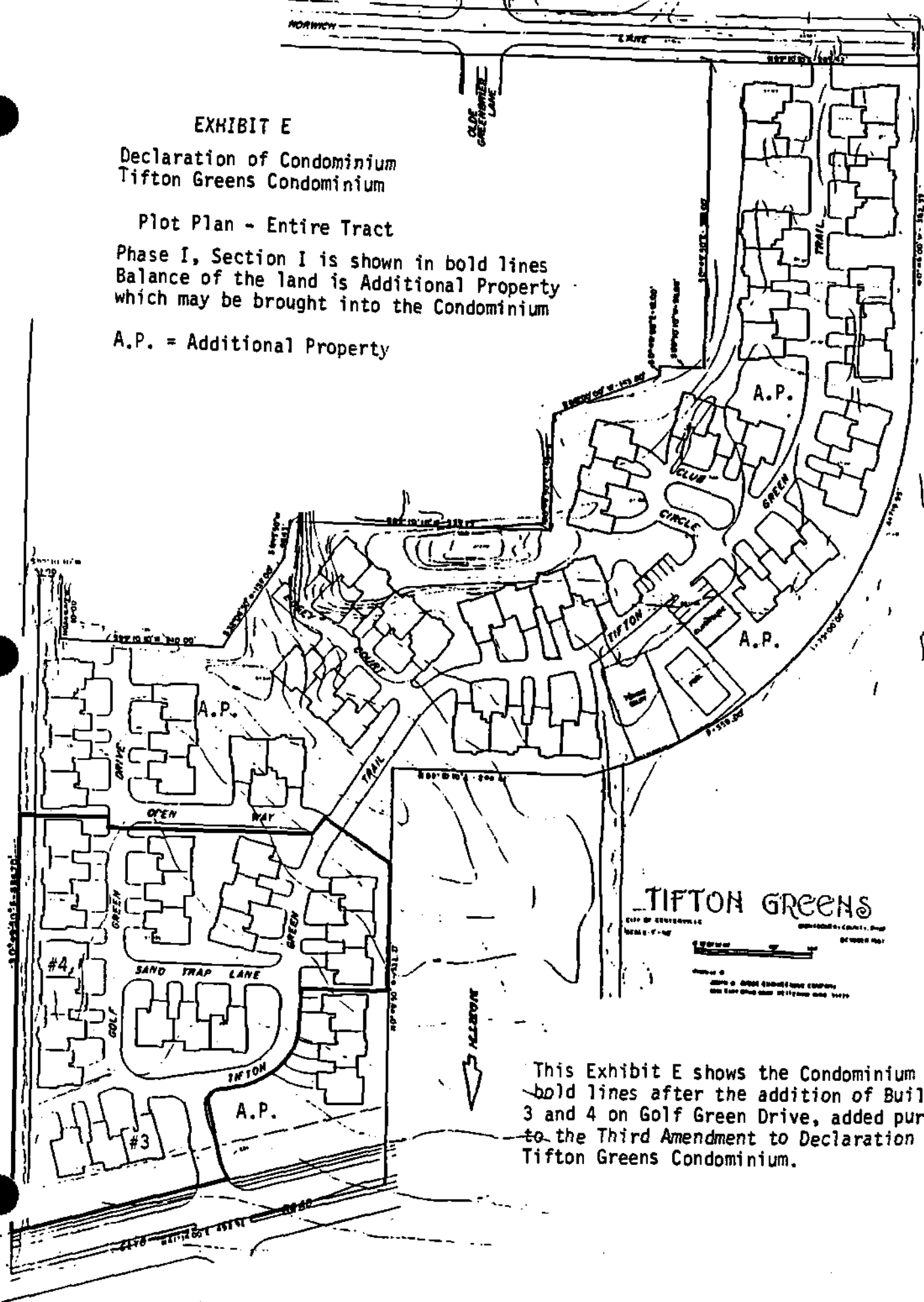
EXHIBIT E

Declaration of Condominium
Tifton Greens Condominium

Plot Plan - Entire Tract

Phase I, Section I is shown in bold lines
Balance of the land is Additional Property
which may be brought into the Condominium

A.P. = Additional Property



This Exhibit E shows the Condominium in bold lines after the addition of Buildings 3 and 4 on Golf Green Drive, added pursuant to the Third Amendment to Declaration of Tifton Greens Condominium.

7638
7639
7630

TRANSFERRED
MAY -2 PM 2:38

VICKI D. PEGG
RECORDER

15760

MAY -2 PM 12:38

FOURTH AMENDMENT TO DECLARATION

MONTGOMERY CO. OHIO
RECORDED

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

DANA A. STAMPS

Dated: MAY 2 1959

By: _____

PLAT REFERENCE: Book 139, Pages 36m36B

THIS INSTRUMENT PREPARED BY:

mad Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

FOURTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS FOURTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Fourth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq. of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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 and Prior Amendments are hereinafter respectively referred to as "Parcel 1-6 Unit Owners" and "Parcel 1-6 Mortgagees", with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, and with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, along with any

buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 7", together with the building 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-6 Unit owners and Parcel 1-6 Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel 1-6 Unit owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-6 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 7, together with the Parcel 7 building and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 7 and described as follows:

Parcel 7 (Building 10)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.760 acre tract of land more particularly described as follows:

Starting at a point in the centerline of Clio Road, at the northeast corner of the aforementioned Greeneco Corporation tract; thence S 0° 49' 50" E with the east line of said Greeneco Corporation tract a distance of 580.53 feet to a point; thence N 89° 10' 10" E a distance of 114.41 feet to the true place of beginning of the herein described tract;

thence from said true place of beginning, S 0° 49' 50" E a distance of 226.17 feet to a point on the north line of Greenbrier Commons Condominium Parcel XIII as recorded in Book 114, Page 19 of the Plat Records of said county; thence S 89° 10' 10" W with the north line of said Parcel XIII a distance of 142.60 feet to a point; thence N 0° 13' 45" E a distance of 235.87 feet to the southwest corner of Tifton Greens Condominium Buildings 5 and 6, Section 1, Phase I as recorded in Book 133, Page 27 of the Plat Records of said county; thence N 89° 10' 10" E with the south line of Buildings 5 and 6 a distance of 138.23 feet to a point; thence S 0° 49' 50" E a distance of 9.67 feet the place of beginning, containing 0.760 acres, more or less, subject, however, to all legal highways, easements and covenants of record.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "seven buildings" contained in the first sentence thereof, and substituting therefor the words-- eight buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
30	6725 Golf Green Drive
31	6715 Golf Green Drive
32	6705 Golf Green Drive

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled: "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium).

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
4	C	2816	4.51
5	B	2452	3.93
6	A	2174	3.49
7	C	2816	4.51
8	B	2452	3.93
9	A	2174	3.49
10	A	2174	3.49
11	B	2452	3.93
12	C	2816	4.51
13	C	2816	4.51
14	B	2452	3.93
15	A	2174	3.49
16	C	2816	4.51
17	B	2452	3.93
18	A	2174	3.49
19	D	2461	3.94
20	C	2816	4.51
21	B	2452	3.93
22	A	2174	3.49
23	C	2816	4.51
24	B-1	2645	4.24
25	A	2174	3.49
30	A	2174	3.49
31	B-1	2645	4.24
32	C	2816	4.51
TOTALS		62383	100.00

E. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "II. Unit Descriptions" and inserting therefor the following:

II. Unit Descriptions
(Now in the Condominium)

<u>Type</u>	<u>Style</u>	<u>Number of Rooms*</u>	<u>Baths</u>	<u>Attached Garage</u>	<u>Approximate Interior Square Feet **</u>
A	Ranch	6	2	2 car	2174
B	Townhouse	6	2-1/2	2 car	2452
B-1	Townhouse	7	2-1/2	2 car	2645
C	Townhouse	8	2-1/2	2 car	2816
D	Ranch	7	2	2 car	2461

NOTES:

- * Number of rooms excludes baths, attached garages, entryway foyers, closets and walk-in closets, storage areas, utility and laundry areas and closets, and hallways and lofts (unless a loft or a hallway is sufficiently large to be considered a room), but includes, as separate rooms, nooks, and dining areas a part of a larger area, such as when combined with a kitchen.
- ** Approximate interior square feet means the space constituting the Unit, which is measured from the interior undecorated surfaces of exterior walls inward, including space occupied by interior partitions and walls, and, including space in an attached garage.

F. The Drawings, attached as Exhibits C-1 through C-19, inclusive, to the Declaration, First Amendment, Second Amendment and Third Amendment are hereby amended by adding thereto and making a part thereof the Drawings attached to this Fourth Amendment as Exhibits C-20 through C-22, relating to Parcel 7, the Parcel 7 building and all other improvements thereon.

G. The "Plot Plan - Entire Tract", attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Fourth Amendment on behalf of Parcel 1-6 Owners and on behalf of Parcel 1-6 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 7, and as attorney-in-fact for all other Parcel 1-6 Unit owners and all Parcel 1-6 Mortgagees, has caused this instrument to be executed on this 27 day of April, 1989.

Signed and acknowledged
in the presence of:

Landra Williams
Thomas Paloney

GREENECO CORP.

L. J. Lattell
President
Carolyn Deaney
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L. B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 27 day of April, 1989.

Carolyn J. Delaney

NOTARY PUBLIC
Commission Expires 5/1/91.

THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

TRANSFERRED
MAY -2 FILE 31

TIFTON GREENS

CONDOMINIUM BUILDING 10

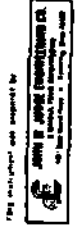
PHASE I - SECTION II

SECTION 20, TOWN 2, RANGE 6, MR 5

CONTAINING 0.760 ACRES

MONTGOMERY COUNTY, OHIO
APRIL, 1989

CITY OF CENTERVILLE
SCALE: 1" = 20'



DEDICATION

The undersigned, John B. Jones, Surveyor, in the presence of the following witnesses, has caused the following plat to be recorded in the public records of Montgomery County, Ohio, to wit: Book 155, Page 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Given under my hand and seal of office this 15th day of April, 1989.

John B. Jones
Surveyor

John B. Jones
Surveyor

STATE OF OHIO, COUNTY OF MONTGOMERY, SS

I, the undersigned, being a duly qualified Surveyor in and for the County of Montgomery, State of Ohio, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears of record in the office of the Surveyor in and for the County of Montgomery, State of Ohio.

John B. Jones
Surveyor

STATE OF OHIO, COUNTY OF MONTGOMERY, SS

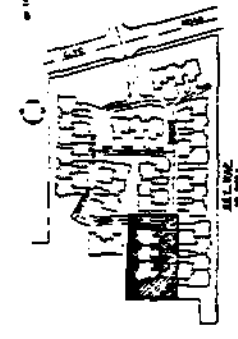
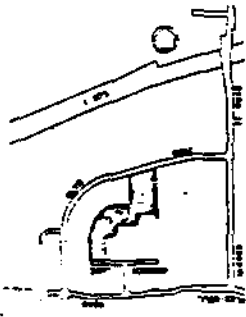
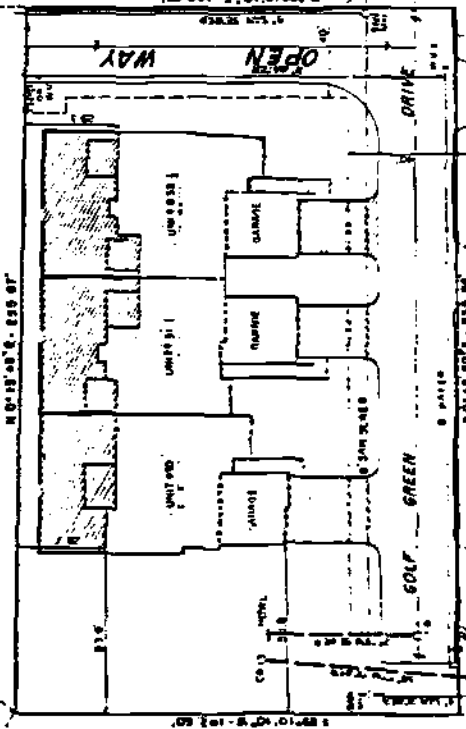
I, the undersigned, being a duly qualified Surveyor in and for the County of Montgomery, State of Ohio, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears of record in the office of the Surveyor in and for the County of Montgomery, State of Ohio.

John B. Jones
Surveyor

John B. Jones
Surveyor

NOTE: PRIVATE RECORDS ARE NOT COMPLETED YET

REPRODUCED COPY
NOV 88 0945 AM



UNIT #	ADDRESS	CONDOMINIUM COM-PLEXION FOR GLOBE 10	DEVELOPER'S FEE	CONDOMINIUM FEE	TOTAL
10	1015 10th St. N.W.	1,000	500	500	2,000
11	1016 10th St. N.W.	1,000	500	500	2,000
12	1017 10th St. N.W.	1,000	500	500	2,000
13	1018 10th St. N.W.	1,000	500	500	2,000
14	1019 10th St. N.W.	1,000	500	500	2,000
15	1020 10th St. N.W.	1,000	500	500	2,000
16	1021 10th St. N.W.	1,000	500	500	2,000
17	1022 10th St. N.W.	1,000	500	500	2,000
18	1023 10th St. N.W.	1,000	500	500	2,000
19	1024 10th St. N.W.	1,000	500	500	2,000
20	1025 10th St. N.W.	1,000	500	500	2,000
21	1026 10th St. N.W.	1,000	500	500	2,000
22	1027 10th St. N.W.	1,000	500	500	2,000
23	1028 10th St. N.W.	1,000	500	500	2,000
24	1029 10th St. N.W.	1,000	500	500	2,000
25	1030 10th St. N.W.	1,000	500	500	2,000
26	1031 10th St. N.W.	1,000	500	500	2,000
27	1032 10th St. N.W.	1,000	500	500	2,000
28	1033 10th St. N.W.	1,000	500	500	2,000
29	1034 10th St. N.W.	1,000	500	500	2,000
30	1035 10th St. N.W.	1,000	500	500	2,000
31	1036 10th St. N.W.	1,000	500	500	2,000
32	1037 10th St. N.W.	1,000	500	500	2,000
33	1038 10th St. N.W.	1,000	500	500	2,000
34	1039 10th St. N.W.	1,000	500	500	2,000
35	1040 10th St. N.W.	1,000	500	500	2,000
36	1041 10th St. N.W.	1,000	500	500	2,000
37	1042 10th St. N.W.	1,000	500	500	2,000
38	1043 10th St. N.W.	1,000	500	500	2,000
39	1044 10th St. N.W.	1,000	500	500	2,000
40	1045 10th St. N.W.	1,000	500	500	2,000
41	1046 10th St. N.W.	1,000	500	500	2,000
42	1047 10th St. N.W.	1,000	500	500	2,000
43	1048 10th St. N.W.	1,000	500	500	2,000
44	1049 10th St. N.W.	1,000	500	500	2,000
45	1050 10th St. N.W.	1,000	500	500	2,000
46	1051 10th St. N.W.	1,000	500	500	2,000
47	1052 10th St. N.W.	1,000	500	500	2,000
48	1053 10th St. N.W.	1,000	500	500	2,000
49	1054 10th St. N.W.	1,000	500	500	2,000
50	1055 10th St. N.W.	1,000	500	500	2,000
51	1056 10th St. N.W.	1,000	500	500	2,000
52	1057 10th St. N.W.	1,000	500	500	2,000
53	1058 10th St. N.W.	1,000	500	500	2,000
54	1059 10th St. N.W.	1,000	500	500	2,000
55	1060 10th St. N.W.	1,000	500	500	2,000
56	1061 10th St. N.W.	1,000	500	500	2,000
57	1062 10th St. N.W.	1,000	500	500	2,000
58	1063 10th St. N.W.	1,000	500	500	2,000
59	1064 10th St. N.W.	1,000	500	500	2,000
60	1065 10th St. N.W.	1,000	500	500	2,000
61	1066 10th St. N.W.	1,000	500	500	2,000
62	1067 10th St. N.W.	1,000	500	500	2,000
63	1068 10th St. N.W.	1,000	500	500	2,000
64	1069 10th St. N.W.	1,000	500	500	2,000
65	1070 10th St. N.W.	1,000	500	500	2,000
66	1071 10th St. N.W.	1,000	500	500	2,000
67	1072 10th St. N.W.	1,000	500	500	2,000
68	1073 10th St. N.W.	1,000	500	500	2,000
69	1074 10th St. N.W.	1,000	500	500	2,000
70	1075 10th St. N.W.	1,000	500	500	2,000
71	1076 10th St. N.W.	1,000	500	500	2,000
72	1077 10th St. N.W.	1,000	500	500	2,000
73	1078 10th St. N.W.	1,000	500	500	2,000
74	1079 10th St. N.W.	1,000	500	500	2,000
75	1080 10th St. N.W.	1,000	500	500	2,000
76	1081 10th St. N.W.	1,000	500	500	2,000
77	1082 10th St. N.W.	1,000	500	500	2,000
78	1083 10th St. N.W.	1,000	500	500	2,000
79	1084 10th St. N.W.	1,000	500	500	2,000
80	1085 10th St. N.W.	1,000	500	500	2,000
81	1086 10th St. N.W.	1,000	500	500	2,000
82	1087 10th St. N.W.	1,000	500	500	2,000
83	1088 10th St. N.W.	1,000	500	500	2,000
84	1089 10th St. N.W.	1,000	500	500	2,000
85	1090 10th St. N.W.	1,000	500	500	2,000
86	1091 10th St. N.W.	1,000	500	500	2,000
87	1092 10th St. N.W.	1,000	500	500	2,000
88	1093 10th St. N.W.	1,000	500	500	2,000
89	1094 10th St. N.W.	1,000	500	500	2,000
90	1095 10th St. N.W.	1,000	500	500	2,000
91	1096 10th St. N.W.	1,000	500	500	2,000
92	1097 10th St. N.W.	1,000	500	500	2,000
93	1098 10th St. N.W.	1,000	500	500	2,000
94	1099 10th St. N.W.	1,000	500	500	2,000
95	1100 10th St. N.W.	1,000	500	500	2,000
96	1101 10th St. N.W.	1,000	500	500	2,000
97	1102 10th St. N.W.	1,000	500	500	2,000
98	1103 10th St. N.W.	1,000	500	500	2,000
99	1104 10th St. N.W.	1,000	500	500	2,000
100	1105 10th St. N.W.	1,000	500	500	2,000

CERTIFICATION:
The above is a true and correct copy of the original plat as the same appears of record in the office of the Surveyor in and for the County of Montgomery, State of Ohio.

John B. Jones
Surveyor

John B. Jones
Surveyor

APPROVED FOR RECORDATION AND CONVEYANCE
5/2/89
FRED F. FRECKEN, P.E., P.S.
FRED F. FRECKEN, P.E., P.S.

TIFTON GREENS

CONDOMINIUM - BUILDING #10
SECTIONS & PHOTOS

APRIL, 1988

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



FRONT, UNIT 1031



REAR, UNIT 1031



NORTH SIDE, UNIT 1031



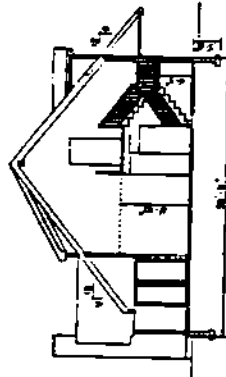
FRONT, UNIT 1010



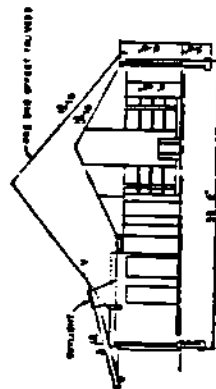
FRONT SIDE, UNIT 1010



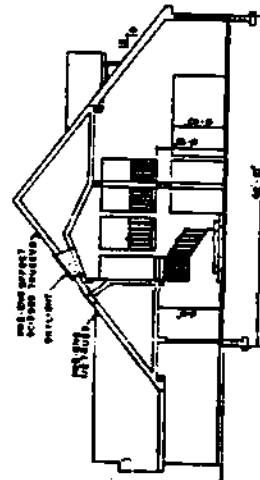
SOUTH SIDE, UNIT 1010



UNIT 1031
FLOOR PLAN



UNIT 1010
FLOOR PLAN



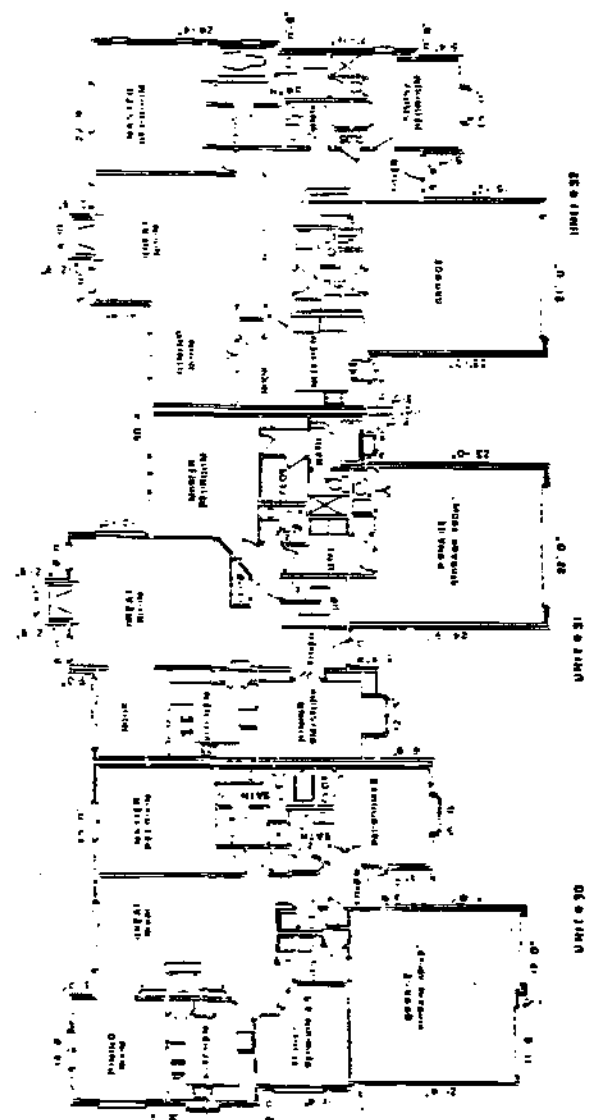
UNIT 1020
FLOOR PLAN

TIFTON GREENS

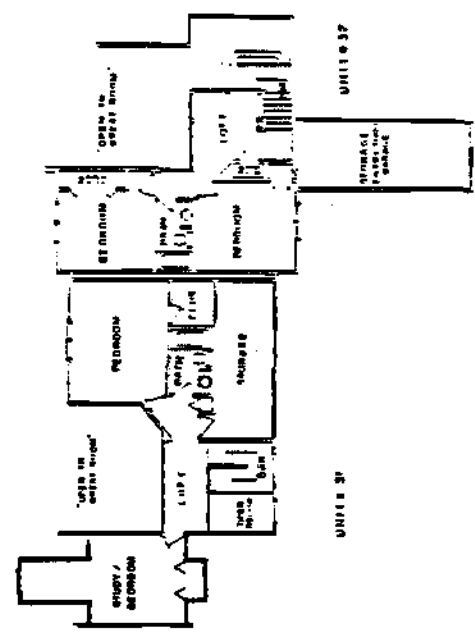
CONDOMINIUM SPLITTING
UNIT 011A15

APRIL 1989

SCALE 1/8" = 1'-0"



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTE: DIMENSIONS GIVEN ARE QUOTE
REQUIREMENTS ONLY. MEASUREMENTS

EXHIBIT E
Declaration of Condominium
Tifton Greens Condominium

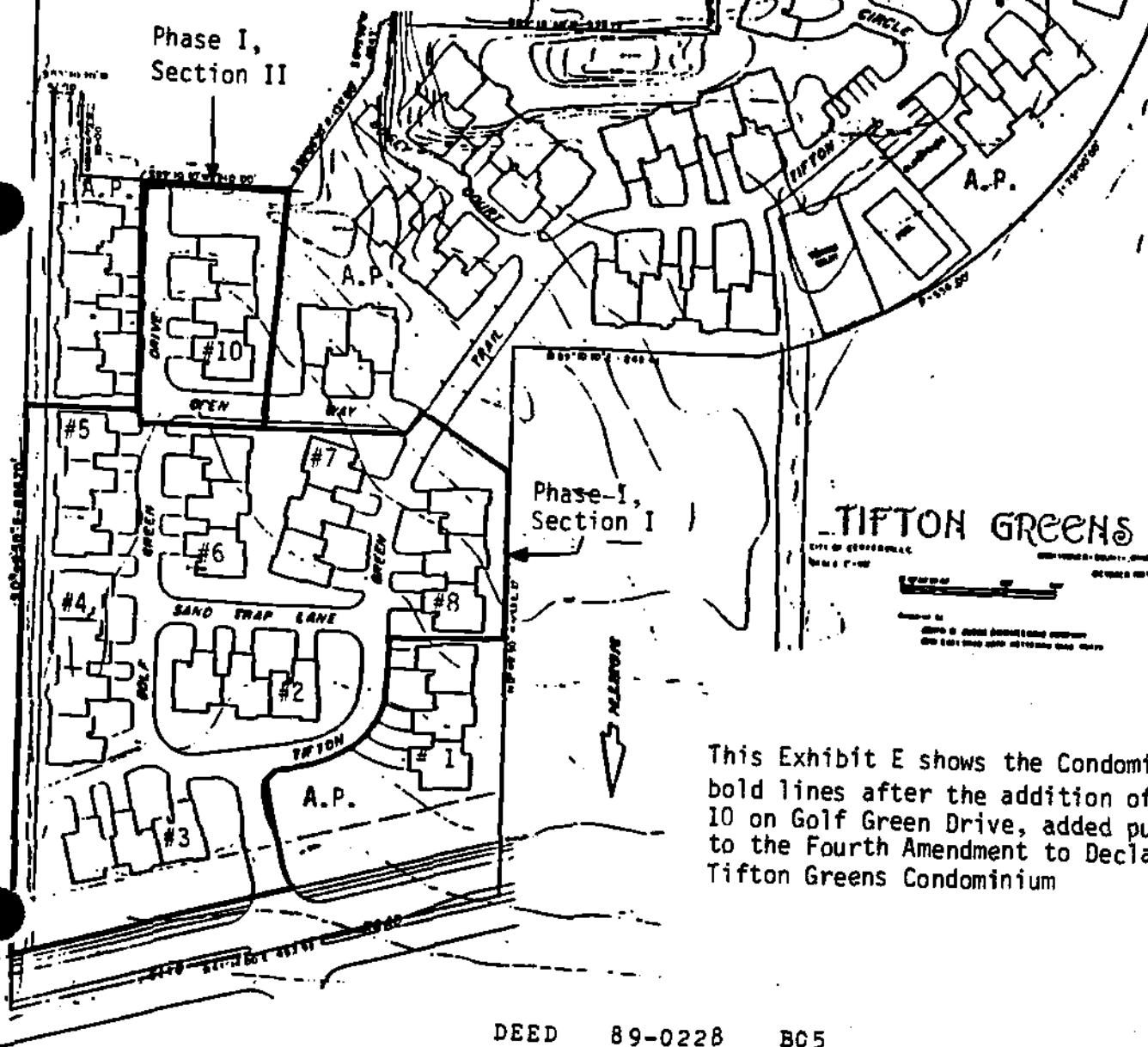
Plot Plan - Entire Tract

Phase I, Section I, is shown in bold lines,
and consists of Buildings #2 through #8.

Phase I, Section II, is shown in bold lines
and consists of Building #10,

Balance of the land is Additional Property
which may be brought into the Condominium

A.P. = Additional Property



This Exhibit E shows the Condominium in
bold lines after the addition of Building
10 on Golf Green Drive, added pursuant
to the Fourth Amendment to Declaration of
Tifton Greens Condominium

10291

10292

1993



RECORDED
INDEXED
\$157.6
B

FIFTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

DANA A. STAMPS

Dated: 6/6/89

By: _____

PLAT REFERENCE: Book 140, Pages 8 + 8A + 8B

THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

RECORDED
INDEXED
\$157.6
B

FIFTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS FIFTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Fifth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq. of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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 and Prior Amendments are hereinafter respectively referred to as "Parcel 1-7 Unit Owners" and "Parcel 1-7 Mortgagees", with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises

described in Section 3(A) of the Third Amendment, and with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 8", together with the building 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-7 Unit owners and Parcel 1-7 Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Parcel 1-7 Unit owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-7 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 8, together with the Parcel 8 building and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 8 and described as follows:

Parcel 8 (Building 12)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.976 acre tract of land more particularly described as follows:

Beginning at the southwest corner of Tifton Greens Condominium Building 8, Section I, Phase I as recorded in Book 135, Page 5C of the Plat Records of said county;

thence from said place of beginning, S 56° 49' 53" E with the south line of Building 8, a distance of 114.54 feet to a point; thence S 0° 49' 50" E a distance of 102.43 feet to a point; thence S 50° 13' 45" E a distance of 163.73 feet to a point; thence S 32° 06' 50" W a distance of 126.58 feet to a point; thence N 50° 13' 45" W a distance of 268.58 feet to a point of curvature; thence northeastwardly on a curve to the left having a radius of 133.63 feet and an arc distance of 28.64 feet to a point (said curve having a central angle of 12° 16' 44", a chord bearing of N 39° 18' 17" E and a chord distance of 28.58 feet); thence N 33° 10' 08" E a distance of 66.84 feet to a point; thence N 56° 49' 50" W a distance of 2.78 feet to a point; thence N 0° 49' 52" W a distance of 125.64 feet to the place of beginning, containing 0.976 acres, more or less, subject, however, to all legal highways and easements of record.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "eight buildings" contained in the first sentence thereof, and substituting therefor the words--nine buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
35	1241 Bogey Court
36	1253 Bogey Court
37	1265 Bogey Court

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled: "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium).

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
4	C	2816	4.02
5	B	2452	3.50
6	A	2174	3.11
7	C	2816	4.02
8	B	2452	3.50
9	A	2174	3.11
10	A	2174	3.11
11	B	2452	3.50
12	C	2816	4.02
13	C	2816	4.02
14	B	2452	3.50
15	A	2174	3.11
16	C	2816	4.02
17	B	2452	3.50
18	A	2174	3.11
19	D	2461	3.52
20	C	2816	4.02
21	B	2452	3.50
22	A	2174	3.11
23	C	2816	4.02
24	B-1	2645	3.77
25	A	2174	3.11
30	A	2174	3.11
31	B-1	2645	3.77
32	C	2816	4.02
35	A	2174	3.11
36	B-1	2645	3.77
37	C	2816	4.02
TOTALS		70018	100.00

E. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "II. Unit Descriptions" and inserting therefor the following:

II. Unit Descriptions
(Now in the Condominium)

<u>Type</u>	<u>Style</u>	<u>Number of Rooms*</u>	<u>Baths</u>	<u>Attached Garage</u>	<u>Approximate Interior Square Feet **</u>
A	Ranch	6	2	2 car	2174
B	Townhouse	6	2-1/2	2 car	2452
B-1	Townhouse	7	2-1/2	2 car	2645
C	Townhouse	8	2-1/2	2 car	2816
D	Ranch	7	2	2 car	2461

NOTES:

* Number of rooms excludes baths, attached garages, entryway foyers, closets and walk-in closets, storage areas, utility and laundry areas and closets, and hallways and lofts (unless a loft or a hallway is sufficiently large to be considered a room), but includes, as separate rooms, nooks, and dining areas a part of a larger area, such as when combined with a kitchen.

** Approximate interior square feet means the space constituting the Unit, which is measured from the interior undecorated surfaces of exterior walls inward, including space occupied by interior partitions and walls, and, including space in an attached garage.

F. The Drawings, attached as Exhibits C-1 through C-22, inclusive, to the Declaration, and to the First Amendment through Fourth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Fifth Amendment as Exhibits C-23 through C-25, relating to Parcel 8, the Parcel 8 building and all other improvements thereon.

G. The "Plot Plan - Entire Tract", attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Fifth Amendment on behalf of Parcel 1-7 Owners and on behalf of Parcel 1-7 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 8, and as attorney-in-fact for all other Parcel 1-7 Unit owners and all Parcel 1-7 Mortgagees, has caused this instrument to be executed on this 25th day of MAY, 1989.

Signed and acknowledged
in the presence of:

Karyn M. [Signature]
Joan M. Stewart

GREENECO CORP.
[Signature]
President
[Signature]
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L. B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 25th day of May, 1989.


NOTARY PUBLIC

KENT J. MARTIN, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 1992

THIS INSTRUMENT PREPARED BY:

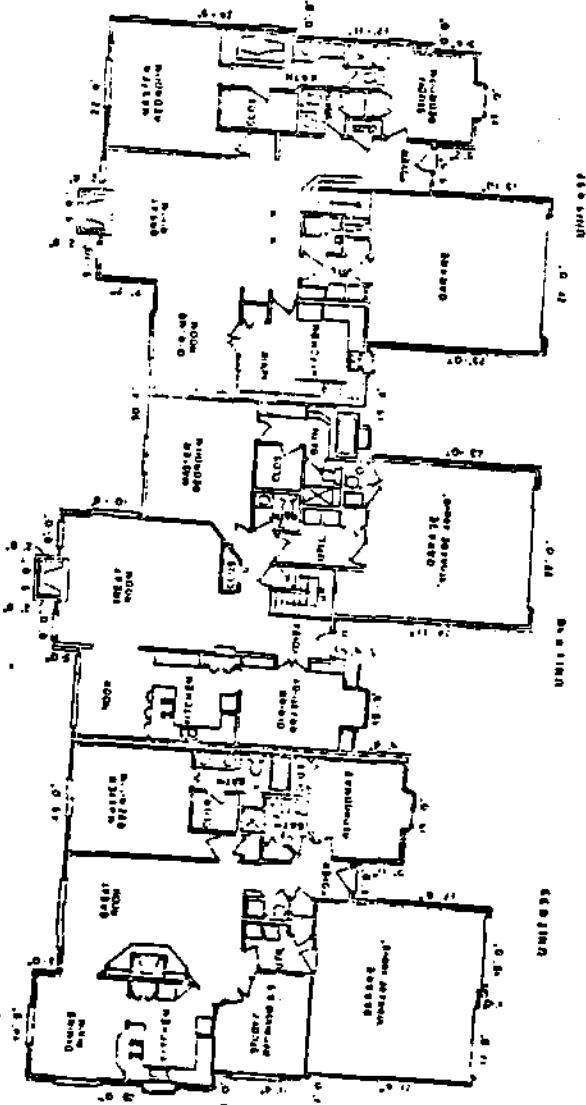
Robert L. Deddens
Attorney at Law
2621 Far Hills Avenue
Dayton, Ohio 45419

TIFTON GREENS

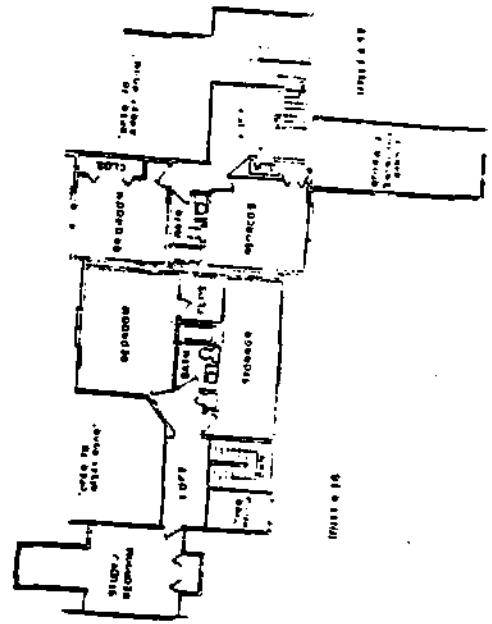
CONDOMINIUM BUILDING #12
UNIT 1 OF 12

SCALE 1/4" = 1'-0"

NOV. 1984



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTE: DIMENSIONS GIVEN ARE DISTANCE
FROM WALL TO WALL

TIFTON GREENS

CONDOMINIUM BUILDING #12
SECTIONS & PHOTOS

SCALE 1/8" = 1'-0"

NOV. 1988



REAR END OF BUILDING 12



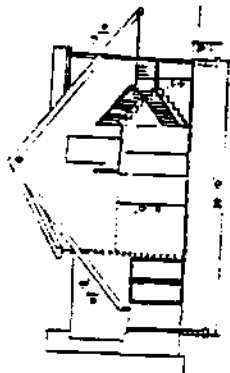
EAST END OF BUILDING 12



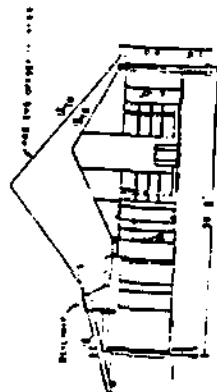
FRONT OF BUILDING 12



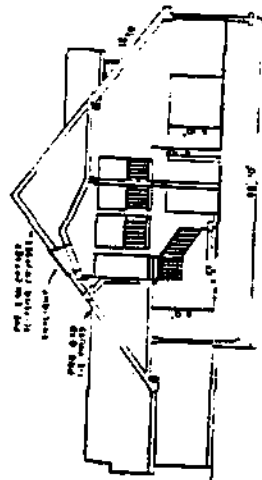
WEST END OF BUILDING 12



UNIT 1202
TWO BEDROOM LAYOUT



UNIT 1201
TWO BEDROOM LAYOUT



UNIT 1203
TWO BEDROOM LAYOUT

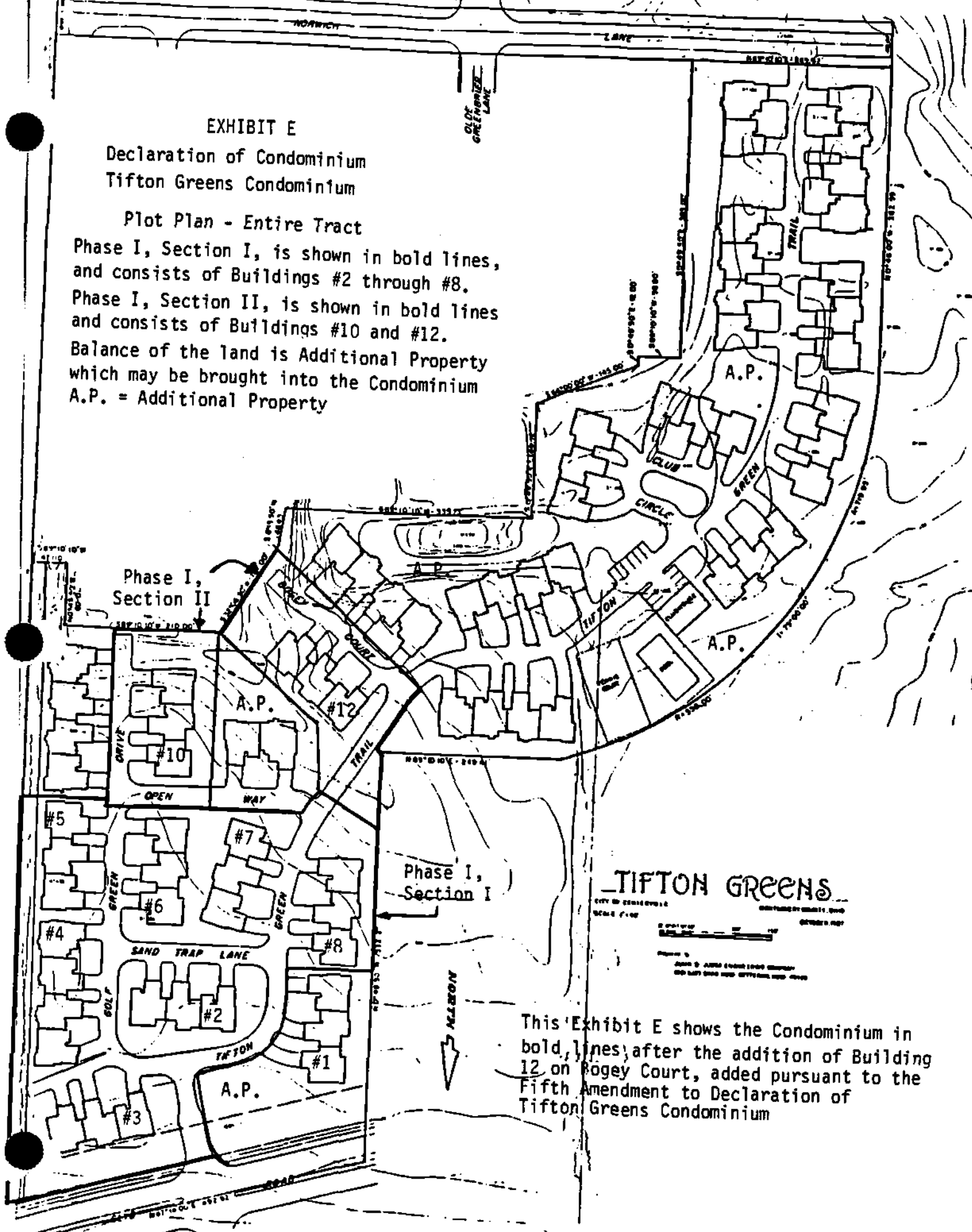
EXHIBIT E
Declaration of Condominium
Tifton Greens Condominium

Plot Plan - Entire Tract

Phase I, Section I, is shown in bold lines,
and consists of Buildings #2 through #8.

Phase I, Section II, is shown in bold lines
and consists of Buildings #10 and #12.

Balance of the land is Additional Property
which may be brought into the Condominium
A.P. = Additional Property



This Exhibit E shows the Condominium in
bold lines after the addition of Building
12 on Bogey Court, added pursuant to the
Fifth Amendment to Declaration of
Tifton Greens Condominium

0002414
0002415
0002416

7
157.2
DAVID PEGG
RECORDER
FEB-9 AM 10:53
MONTGOMERY CO OHIO
RECORDED

SIXTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

DANA A. STAMPS

Dated: 2/9/90

By: _____

PLAT REFERENCE: Book 142, Pages 13 to 13 B

THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
55 Park Avenue
Dayton, Ohio 45419
(513) 293-9696

SIXTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS SIXTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Sixth Amendment," made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant."

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration." Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments."

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 and Prior Amendments are hereinafter respectively referred to as "Parcel 1-8 Unit

Owners" and "Parcel 1-8 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, and with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 9," together with the building 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-8 Unit owners and Parcel 1-8 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-8 Unit owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-8 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 9, together with the Parcel 9 building and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 9 and described as follows:

Parcel 9 (Building 11)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.536 acre tract of land more particularly described as follows:

Beginning at an iron pin at the southwest corner of Tifton Greens Condominium, Phase I, Section II, Building 10 as recorded in Book 139, Page 36 of the Plat Records of said county;

thence from said point of beginning, N 50° 13' 45" W a distance of 167.73 feet to a point; thence N 0° 49' 50" W a distance of 102.43 feet to a point; thence N 56° 49' 52" W a distance of 14.01 feet to a point of curvature; thence northeastwardly on a curve to the left having a radius of 313.00 feet an arc distance of 22.45 feet to a point; said curve having a central angle of 4° 06' 28", a chord bearing of N 31° 06' 53" E and a chord distance of 22.44 feet; thence N 89° 10' 10" E a distance of 128.41 feet to a point at the northwest corner of Building 10; thence S 0° 13' 45" W with the west line of Building 10 a distance of 235.87 feet to the place of beginning, containing 0.536 acres, more or less, subject, however, to all legal highways and easements of record.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "nine buildings" contained in the first sentence thereof, and substituting therefor the words-- ten buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
33	1285 Open Way
34	1275 Open Way

D. The "Unit Information Sheet," attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled: "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium).

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
4	C	2816	3.77
5	B	2452	3.29
6	A	2174	2.91
7	C	2816	3.77
8	B	2452	3.29
9	A	2174	2.91
10	A	2174	2.91
11	B	2452	3.29
12	C	2816	3.77
13	C	2816	3.77
14	B	2452	3.29
15	A	2174	2.91
16	C	2816	3.77
17	B	2452	3.29
18	A	2174	2.91
19	D	2461	3.30
20	C	2816	3.77
21	B	2452	3.29
22	A	2174	2.91
23	C	2816	3.77
24	B-1	2645	3.54
25	A	2174	2.91
30	A	2174	2.91
31	B-1	2645	3.54
32	C	2816	3.77
33	A	2174	2.91
34	D	2461	3.31
35	A	2174	2.91
36	B-1	2645	3.54
37	C	2816	3.77
TOTALS		74653	100.00

E. The "Unit Information Sheet," attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "II. Unit Descriptions" and inserting therefor the following:

II. Unit Descriptions
(Now in the Condominium)

<u>Type</u>	<u>Style</u>	<u>Number of Rooms*</u>	<u>Baths</u>	<u>Attached Garage</u>	<u>Approximate Interior Square Feet **</u>
A	Ranch	6	2	2 car	2174
B	Townhouse	6	2-1/2	2 car	2452
B-1	Townhouse	7	2-1/2	2 car	2645
C	Townhouse	8	2-1/2	2 car	2816
D	Ranch	7	2	2 car	2461

NOTES:

* Number of rooms excludes baths, attached garages, entryway foyers, closets and walk-in closets, storage areas, utility and laundry areas and closets, and hallways and lofts (unless a loft or a hallway is sufficiently large to be considered a room), but includes, as separate rooms, nooks, and dining areas a part of a larger area, such as when combined with a kitchen.

** Approximate interior square feet means the space constituting the Unit, which is measured from the interior undecorated surfaces of exterior walls inward, including space occupied by interior partitions and walls, and, including space in an attached garage.

F. The Drawings, attached as Exhibits C-1 through C-25, inclusive, to the Declaration, and to the First Amendment through Fifth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Sixth Amendment as Exhibits C-26 through C-28, relating to Parcel 9, the Parcel 9 building and all other improvements thereon.

G. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Sixth Amendment on behalf of Parcel 1-8 Owners and on behalf of Parcel 1-8 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 9, and as attorney-in-fact for all other Parcel 1-8 Unit owners and all Parcel 1-8 Mortgagees, has caused this instrument to be executed on this 2nd day of February, 1990.

Signed and acknowledged
in the presence of:

[Signature]
[Signature]

GREENECO CORP.

[Signature]
President
[Signature]
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L. B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 2nd day of February, 1990.

[Signature]
NOTARY PUBLIC

SHARON H. NEWCOMER, Notary Public
In and for the State of Ohio
My Commission Expires January 22, 1994

THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
55 Park Avenue
Dayton, Ohio 45419
(513) 293-9696

TIFTON GREENS

CONDOMINIUM UNIT 11

UNIT 11

SCALE 1/8" = 1'-0"



JANUARY, 1990

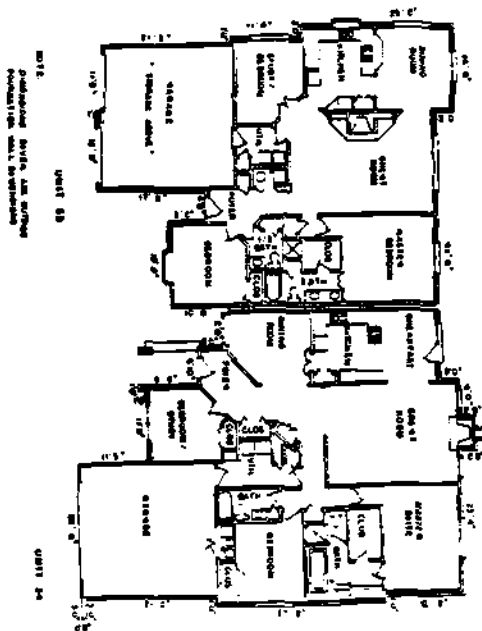
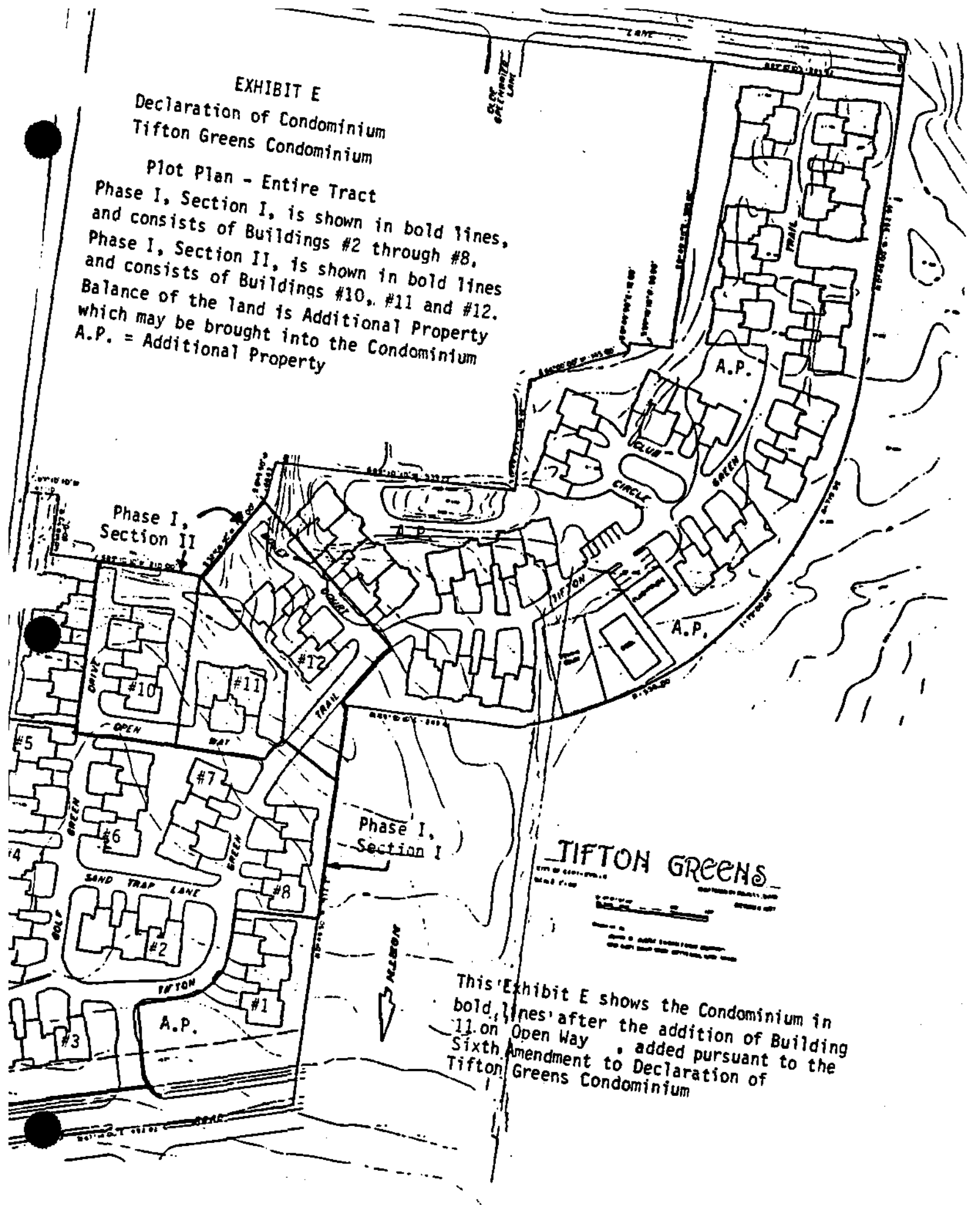


EXHIBIT C-28

EXHIBIT E
Declaration of Condominium
Tifton Greens Condominium

Plot Plan - Entire Tract

Phase I, Section I, is shown in bold lines,
and consists of Buildings #2 through #8,
Phase I, Section II, is shown in bold lines
and consists of Buildings #10, #11 and #12.
Balance of the land is Additional Property
which may be brought into the Condominium
A.P. = Additional Property



TIFTON GREENS

This Exhibit E shows the Condominium in
bold lines after the addition of Building
11 on Open Way, added pursuant to the
Sixth Amendment to Declaration of
Tifton Greens Condominium

0010780

0010710

0010711

41
110.40
K
RECORDED
MONTGOMERY CO OHIO
RECORDED
JUL 30 1990
JUL 30 1990
JUL 30 1990

SEVENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

~~DANA A. STAMPS~~
Dated: July 30, 1990

By: DANA A. STAMPS

PLAT REFERENCE: Book 144, Pages 7 + 7A

THIS INSTRUMENT PREPARED BY:

Naif
Robert L. Deddens
Attorney at Law
55 Park Avenue
Dayton, Ohio 45419
(513) 293-9696

SEVENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS SEVENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Seventh Amendment," made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant."

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration." Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A01

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments."

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 and Prior Amendments are hereinafter respectively referred to as "Parcel 1-9 Unit Owners" and "Parcel 1-9 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, and with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 10", together with the swimming pool, tennis court, club house, and all 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 Article XVII, Section 18, of the Declaration the duly appointed and acting attorney-in-fact of each of the Parcel 1-9 Unit owners and Parcel 1-9 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-9 Unit owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-9 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 10, together with the swimming pool, tennis court, club house and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto

the real estate referred to herein as Parcel 10 and described as follows:

Parcel 10 (Swimming Pool, Tennis Court and Club House)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.994 acre tract more particularly described as follows:

Beginning at the southwest corner of Tifton Greens Condominium, Building 12, Phase 1, Section 11 as recorded in Book 140, Page 8 of the Plat Records of said county;

thence from said point of beginning, S 50° 13' 45" E with the south line of said Building 12 a distance of 29.12 feet to a point of curvature; thence southwestwardly on a curve to the right having a radius of 162.63 feet, an arc distance of 106.19 feet to a point (said curve having a central angle of 37° 24' 37", a chord bearing of S 63° 08' 20" W, and a chord distance of 104.31 feet); thence S 81° 50' 40" W a distance of 73.00 feet to a point of curvature; thence southwestwardly on a curve to the left having a radius of 136.62 feet an arc distance of 82.94 feet to a point (said curve having a central angle of 34° 46' 53", a chord bearing of S 64° 27' 16" W, and a chord distance of 81.67 feet); thence S 47° 03' 47" W a distance of 150.79 feet to a point; thence N 42° 56' 13" W a distance of 182.90 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 550.00 feet an arc distance of 227.42 feet to a point (said curve having a central angle of 23° 41' 29", a chord bearing of N 54° 34' 29" E, and a chord distance of 225.80 feet); thence S 30° 52' 34" E a distance of 133.61 feet to a point of curvature; thence northeastwardly on a curve to the right having a radius of 165.62 feet an arc distance of 54.80 feet to a point (said curve having a central angle of 18° 57' 26", a chord bearing of N 72° 21' 58" E, and a chord distance of 54.55 feet); thence N 81° 50' 40" E a distance of 73.00 feet to a point of curvature; thence northeastwardly on a curve to the left having a radius of 133.63 feet an arc distance of 84.88 feet to the place of beginning (said curve having a central angle of 36° 23' 45", a chord bearing of N 63° 38' 49" E, and a chord distance of 83.46 feet), containing 0.994 acres more or less, subject, however, to all legal highways and easements of record.

B. Article IV, Section 2, Other, is hereby amended by deleting the same in its entirety, and substituting therefor the following:

"Section 2. Other. On the grounds of the Condominium are wood fences, private streets, and green and open areas. Appurtenant to each Unit are driveways, walks, entryway stoops and outside ground floor fenced patio areas. The recreational facilities, which are a part of the Condominium's Common Areas, comprise a swimming pool, tennis court, club house and associated improvements and personal property a part of or connected to the same."

C. The Drawings, attached as Exhibits C-1 through C-28, inclusive, to the Declaration, and to the First Amendment through Sixth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Seventh Amendment as Exhibits C-29 through C-30, relating to Parcel 10, the swimming pool, tennis court, club house, and all other improvements thereon.

D. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the drawings shall be and hereby are declared to remain in full force and effect. No Units have been added to the Condominium by this Seventh Amendment. Therefore, each Unit's undivided interest in the Common Areas is that set forth on Exhibit B to the Sixth Amendment.

5. Consent to this Seventh Amendment on behalf of Parcel 1-9 Owners and on behalf of Parcel 1-9 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 10, and as attorney-in-fact for all other Parcel 1-9 Unit owners and all Parcel 1-9 Mortgagees, has caused this instrument to be executed on this 13 day of July, 1990.

Signed and acknowledged
in the presence of:

Kurt H. H. H. H.

Alicia Elm Bink

GREENECO CORP.

L. J. L. L.
President

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF GREENE, SS:

This instrument was acknowledged before me by L.B. Luttrell, President, and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 13th day of July, 1990.



ALICIA LEANN BOIKE, Notary Public
In and For the State of Ohio
My Commission Expires May 15, 1995

Alicia Leann Boike
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Robert L. Deddens
Attorney at Law
55 Park Avenue
Dayton, Ohio 45419
(513) 293-9696

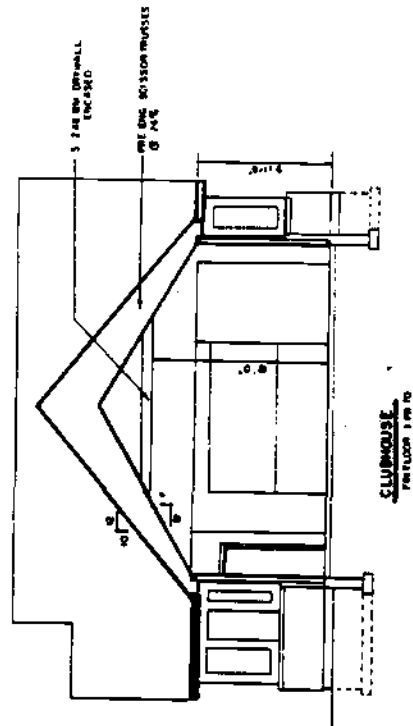
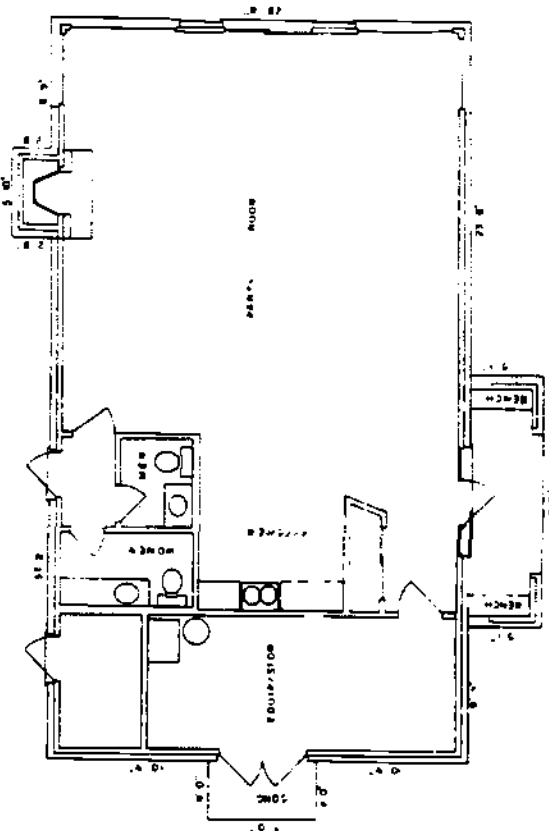
TIFTON GREENS

CONDOMINIUM	CLUBHOUSE
UNIT	DETAIL

SECTIONS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843

SC 11-1071 2 1475

MAY, 1990

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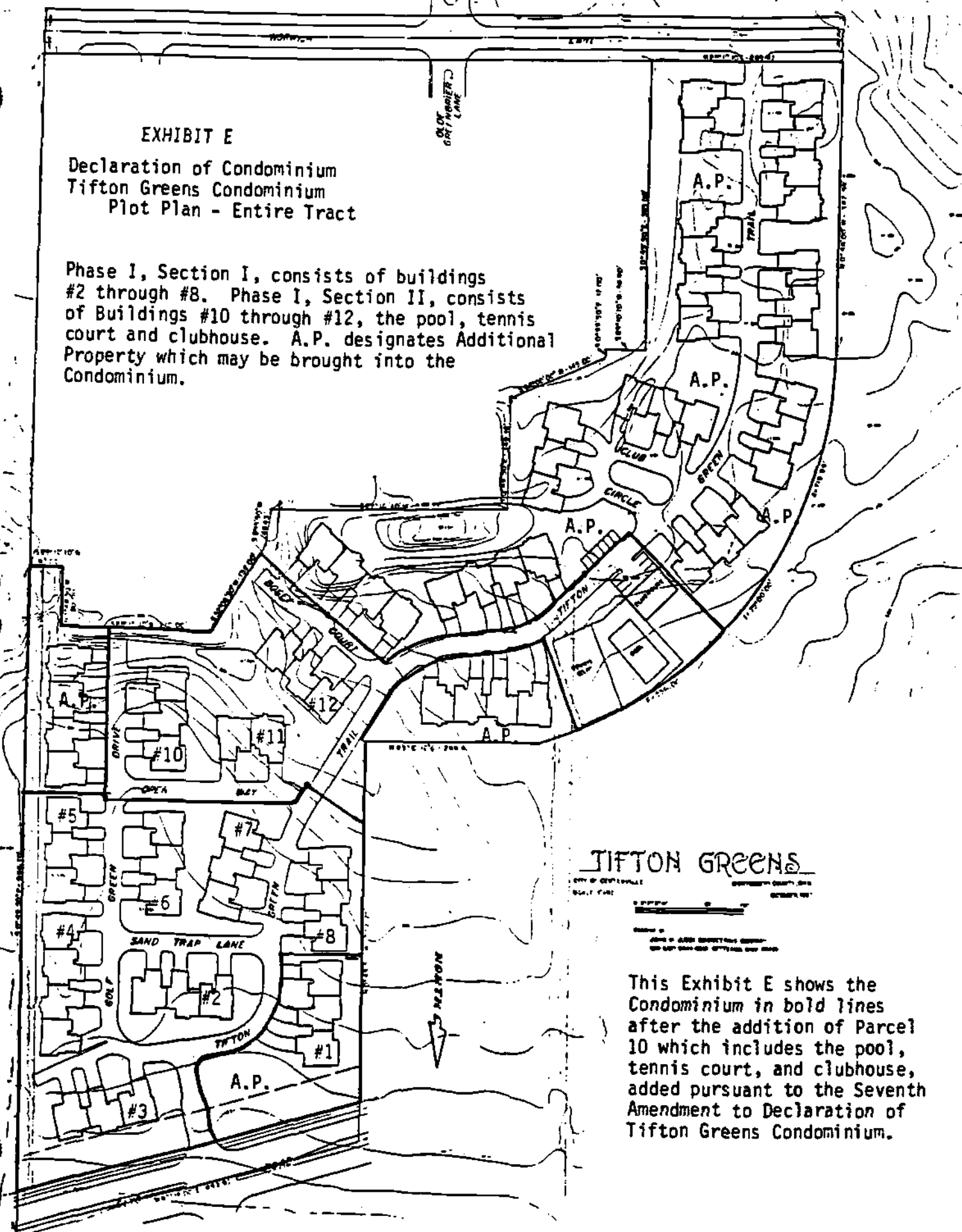
Page 2 of 2

07 975 08 8888

EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #2 through #8. Phase I, Section II, consists of Buildings #10 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium.



TIFTON GREENS

CITY OF GEORGETOWN, GEORGIA
SCALE: 1" = 200' 0"

DATE: 10/1/88

BY: [Signature]
FOR: [Signature]

This Exhibit E shows the Condominium in bold lines after the addition of Parcel 10 which includes the pool, tennis court, and clubhouse, added pursuant to the Seventh Amendment to Declaration of Tifton Greens Condominium.

0016736

0016739

0016737

0016740

VICKI D. PEGG
RECORDER91 SEP 16 PM 2:05
MONTGOMERY CO. OHIO
RECORDED

EIGHTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: 9-16-91By: A. J. Wagner

PLAT REFERENCE:

Book 141
a 141Pages 374h 37B
384h 38B

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

17 SEP 16 PM 1:51

TRANSMITTED

EIGHTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS EIGHTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Eighth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-10 Unit Owners" and Parcel 1-10 Mortgagees," with Parcel 1 being those premises

described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcels 11 and 12, together with the building and any other improvements thereon constructed and hereinafter described, to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-10 Unit Owners and Parcel 1-10 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-10 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-10 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 Parcels 11 and 12 together with the Parcels 11 and 12 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcels 11 and 12 and described as follows:

Parcel 11 (Building 1)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.829 acre tract of land more particularly described as follows:

Beginning at the northwest corner of Tifton Greens Condominium, Phase I, Section 1, Building 8 as recorded in Book 135, Page 5C of the Plat Records of said county;

thence from said place of beginning, N 0° 49' 50" W with the west line of said Greeneco Corporation tract a distance of 194.28 feet to a point in the south right-of-way line of Clyo Road; thence N 74° 14' 00" E with the south right-of-way line a distance of 199.59 feet to a point of curvature; thence southeastwardly on a curve to the right having a radius of 35.00 feet an arc distance of 23.79 feet to a point, said curve having a central angle of 38° 56' 41", a chord bearing of S 35° 14' 21" E and a chord distance of 23.34 feet; thence S 15° 46' 00" E a distance of 82.14 feet to a point of curvature; thence southwestwardly on a curve to the right having a radius of 20.00 feet an arc distance of 23.76 feet to a point, said curve having a central angle of 68° 03' 00", a chord bearing of S 45° 08' 40" W and a chord distance of 22.38 feet; thence S 79° 10' 10" W a distance of 27.95 feet to a point of curvature; thence southwestwardly on a curve to the left having a radius of 88.00 feet an arc distance of 122.87 feet to a point, said curve having a central angle of 80° 00' 02", a chord bearing of S 39° 10' 07" W and a chord distance of 113.14 feet; thence S 0° 49' 50" E a distance of 40.00 feet to the northeast corner of Tifton Greens Condominium, Phase I, Section I, Building 8; thence S 89° 10' 10" W with the north line of Building 8 a distance of 110.86 feet to the place of beginning, containing 0.829 acres, more or less, subject, however, to all legal highways and easements of record.

Deed Reference M.F. 86-245A06

Parcel 12 (Building 9)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being part of a 17.448 acre tract of land conveyed to Greeneco Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of said county, and being a 0.680 acre tract of land more particularly described as follows:

Starting at a point in the centerline of Clyo Road, at the northeast corner of the aforementioned Greeneco Corporation tract: thence S 0° 49' 50" E with the east line of said Greeneco Corporation tract a distance of 580.53 feet to the true place of beginning of the herein described tract;

Then from said true place of beginning, S 0° 49' 50" E a distance of 306.17 feet to a point on the north line of Greenbrier Commons Condominium Parcel XIII as recorded in Book 114, Page 19 of the Plat Records of said County, thence with the boundary of said Parcel XIII on the following courses:

S 89° 10' 10" W a distance of 47.00 feet to a point; thence N 0° 49' 50" W a distance of 80.00 feet to a point; thence S 89° 10' 10" W a distance of 67.40 feet to a point; thence leaving said Greenbrier Commons land, N 0° 49' 50" W on a new division line a distance of 226.17 feet to a point on the south line of Tifton Greens Condominium Buildings 5 and 6, Section I, Phase I as recorded in Book 133, Page 27 of said county's plat records; thence N 89° 10' 10" E with the said south boundary a distance of 114.41 feet to the place of beginning, containing 0.680 acres, more or less, subject, however, to all legal highways, easements and covenants of record.

Deed Reference: M.F. 86-245A06

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "ten buildings" contained in the first sentence thereof, and substituting therefor the words -- twelve buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
1	6635 Tifton Green Trail
2	6645 Tifton Green Trail
3	6655 Tifton Green Trail
26	6700 Golf Green Drive
27	6710 Golf Green Drive
28	6720 Golf Green Drive
29	6730 Golf Green Drive

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
1	C		
2	B	2816	3.062
3	A	2452	2.680
4	C	2174	2.364
5	B	2816	3.062
6	A	2452	2.680
7	C	2174	2.364
8	B	2816	3.062
9	A	2452	2.680
10	A	2174	2.364
11	B	2174	2.364
12	C	2452	2.680
13	C	2816	3.062
14	B	2816	3.062
15	A	2452	2.680
16	C	2174	2.364
17	B	2816	3.062
18	A	2452	2.680
19	D	2174	2.364
20	C	2461	2.620
21	B	2816	3.062
22	A	2452	2.680
23	C	2174	2.364
24	B-1	2816	3.062
25	A	2645	2.883
26	A	2174	2.364
27	B	2174	2.364
28	C	2452	2.680
29	D	2816	3.062
30	A	2416	2.620
31	B-1	2174	2.364
32	C	2645	2.883
33	A	2816	3.062
34	D	2174	2.364
35	A	2461	2.620
36	B-1	2174	2.364
37	C	2645	3.883
		2816	3.062
TOTALS		91953	100.000

E. The "Unit Information Sheet," attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "II. Unit Descriptions" and inserting therefor the following:

II. Unit Descriptions
(Now in the Condominium)

<u>Type</u>	<u>Style</u>	<u>Number of Rooms*</u>	<u>Baths</u>	<u>Attached Garage</u>	<u>Approximate Interior Square Feet **</u>
A	Ranch	6	2	2 car	2174
B	Townhouse	6	2-1/2	2 car	2452
B-1	Townhouse	7	2-1/2	2 car	2645
C	Townhouse	8	2-1/2	2 car	2816
D	Ranch	7	2	2 car	2461

NOTES:

* Number of rooms excludes baths, attached garages, entryway foyers, closets and walk-in closets, storage areas, utility and laundry areas and closets, and hallways and lofts (unless a loft or a hallway is sufficiently large to be considered a room), but includes, as separate rooms, nooks, and dining areas a part of a larger area, such as when combined with a kitchen.

** Approximate interior square feet means the space constituting the Unit, which is measured from the interior undecorated surfaces of exterior walls inward, including space occupied by interior partitions and walls, and, including space in an attached garage.

F. The Drawings, attached as Exhibits C-1 through C-25, inclusive, to the Declaration, and to the First Amendment through Fifth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Eighth Amendment as Exhibits C-31 through C-36, relating to Parcels 11 and 12 the Parcels 11 and 12 buildings and all other improvements thereon.

G. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Eighth Amendment on behalf of Parcel 1-10 Owners and on behalf of Parcel 1-10 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcels 11 and 12, and as attorney-in-fact for all other Parcel 1-10 Unit Owners and all Parcel 1-10 Mortgagees, has caused this instrument to be executed on this 11th day of August, 1991.

Signed and acknowledged
in the presence of:

GREENECO CORP.

Bernard Constantine

L.B. Luthrell
President

Kent J. Martin

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luthrell, President and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 27th day of August, 1991.

Kent J. Martin
NOTARY PUBLIC

KENT J. MARTIN, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 1992

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

FEBRUARY 1970

• **High plasma glucose** before admission = **high risk** of hypoglycaemia



DE GRUYTER

[illegible]

© 1997 by The McGraw-Hill Companies, Inc.

2016年12月13日

[illegible]

OFFICE OF DIRECTOR, FBI

[illegible][illegible]

TABLE OF THE COUNTY OF MONTESSIMO, N. Y.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Finally, the last step in the process is to implement the plan and monitor the results. This involves putting the plan into action and tracking the progress of the solution to ensure that the problem is solved.

7-1504 UNCLAS E

2) Monopoly

23060 0014

FRED E. FRECKER, P.E., P.S. 11-9

Page = 1 of 3

C-31

DEED

91-0512

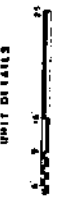
E 1 1

TIFTON GREENS

CONDOMINIUM - BUILDING 91

UNIT DETAILS

FEBRUARY, 1990



SCALE 1/8"=1'-0"

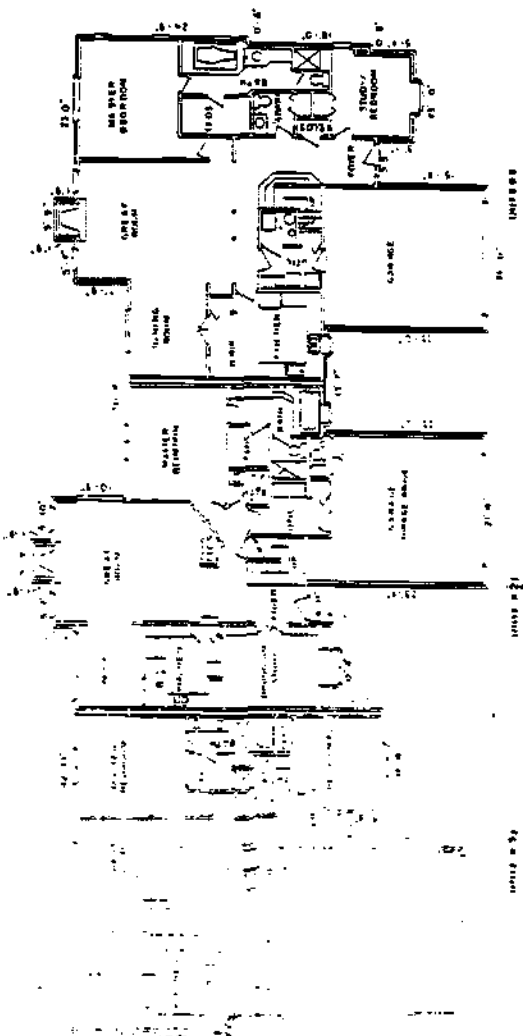


FIG. 2 - UNIT #2 PLAN

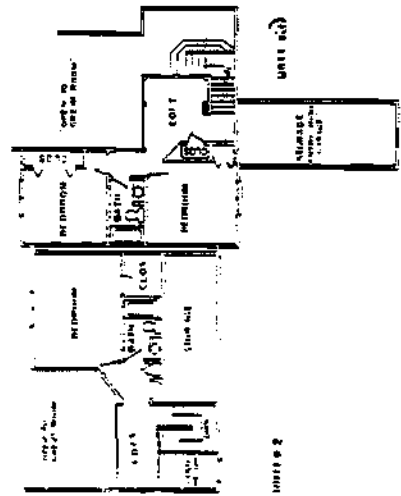


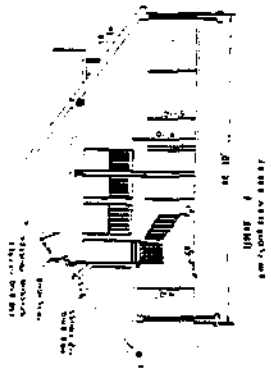
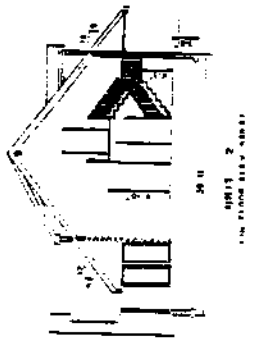
FIG. 3 - UNIT #3 PLAN

TIFTON GREENS

CONDOMINIUM - BUILDING # 1
SECTIONS & PHOTOS

FEBRUARY, 1980

SCALE 1/8" = 1'-0"



DATE 1/31/81
PAGE 4/1

C-33

JANUARY, 1989

JOHN G. JOHNS CONSULTING CO.
CORPORATE FINANCIAL CONSULTANTS
100 East Main Street - Lexington, MA 01860

10019 10020 10021 10022 10023 10024 10025 10026 10027 10028 10029 10030 10031 10032 10033 10034 10035 10036 10037 10038 10039 10040 10041 10042 10043 10044 10045 10046 10047 10048 10049 10050 10051 10052 10053 10054 10055 10056 10057 10058 10059 10060 10061 10062 10063 10064 10065 10066 10067 10068 10069 10070 10071 10072 10073 10074 10075 10076 10077 10078 10079 10080 10081 10082 10083 10084 10085 10086 10087 10088 10089 10090 10091 10092 10093 10094 10095 10096 10097 10098 10099 10100 10101 10102 10103 10104 10105 10106 10107 10108 10109 10110 10111 10112 10113 10114 10115 10116 10117 10118 10119 10120 10121 10122 10123 10124 10125 10126 10127 10128 10129 10130 10131 10132 10133 10134 10135 10136 10137 10138 10139 10140 10141 10142 10143 10144 10145 10146 10147 10148 10149 10150 10151 10152 10153 10154 10155 10156 10157 10158 10159 10160 10161 10162 10163 10164 10165 10166 10167 10168 10169 10170 10171 10172 10173 10174 10175 10176 10177 10178 10179 10180 10181 10182 10183 10184 10185 10186 10187 10188 10189 10190 10191 10192 10193 10194 10195 10196 10197 10198 10199 10200 10201 10202 10203 10204 10205 10206 10207 10208 10209 10210 10211 10212 10213 10214 10215 10216 10217 10218 10219 10220 10221 10222 10223 10224 10225 10226 10227 10228 10229 10230 10231 10232 10233 10234 10235 10236 10237 10238 10239 10240 10241 10242 10243 10244 10245 10246 10247 10248 10249 10250 10251 10252 10253 10254 10255 10256 10257 10258 10259 10260 10261 10262 10263 10264 10265 10266 10267 10268 10269 10270 10271 10272 10273 10274 10275 10276 10277 10278 10279 10280 10281 10282 10283 10284 10285 10286 10287 10288 10289 10290 10291 10292 10293 10294 10295 10296 10297 10298 10299 10300 10301 10302 10303 10304 10305 10306 10307 10308 10309 10310 10311 10312 10313 10314 10315 10316 10317 10318 10319 10320 10321 10322 10323 10324 10325 10326 10327 10328 10329 10330 10331 10332 10333 10334 10335 10336 10337 10338 10339 10340 10341 10342 10343 10344 10345 10346 10347 10348 10349 10350 10351 10352 10353 10354 10355 10356 10357 10358 10359 10360 10361 10362 10363 10364 10365 10366 10367 10368 10369 10370 10371 10372 10373 10374 10375 10376 10377 10378 10379 10380 10381 10382 10383 10384 10385 10386 10387 10388 10389 10390 10391 10392 10393 10394 10395 10396 10397 10398 10399 10400 10401 10402 10403 10404 10405 10406 10407 10408 10409 10410 10411 10412 10413 10414 10415 10416 10417 10418 10419 10420 10421 10422 10423 10424 10425 10426 10427 10428 10429 10430 10431 10432 10433 10434 10435 10436 10437 10438 10439 10440 10441 10442 10443 10444 10445 10446 10447 10448 10449 10450 10451 10452 10453 10454 10455 10456 10457 10458 10459 10460 10461 10462 10463 10464 10465 10466 10467 10468 10469 10470 10471 10472 10473 10474 10475 10476 10477 10478 10479 10480 10481 10482 10483 10484 10485 10486 10487 10488 10489 10490 10491 10492 10493 10494 10495 10496 10497 10498 10499 10500 10501 10502 10503 10504 10505 10506 10507 10508 10509 10510 10511 10512 10513 10514 10515 10516 10517 10518 10519 10520 10521 10522 10523 10524 10525 10526 10527 10528 10529 10530 10531 10532 10533 10534 10535 10536 10537 10538 10539 10540 10541 10542 10543 10544 10545 10546 10547 10548 10549 10550 10551 10552 10553 10554 10555 10556 10557 10558 10559 10560 10561 10562 10563 10564 10565 10566 10567 10568 10569 10570 10571 10572 10573 10574 10575 10576 10577 10578 10579 10580 10581 10582 10583 10584 10585 10586 10587 10588 10589 10590 10591 10592 10593 10594 10595 10596 10597 10598 10599 10600 10601 10602 10603 10604 10605 10606 10607 10608 10609 10610 10611 10612 10613 10614 10615 10616 10617 10618 10619 10620 10621 10622 10623 10624 10625 10626 10627 10628 10629 10630 10631 10632 10633 10634 10635 10636 10637 10638 10639 10640 10641 10642 10643 10644 10645 10646 10647 10648 10649 10650 10651 10652 10653 10654 10655 10656 10657 10658 10659 10660 10661 10662 10663 10664 10665 10666 10667 10668 10669 10670 10671 10672 10673 10674 10675 10676 10677 10678 10679 10680 10681 10682 10683 10684 10685 10686 10687 10688 10689 10690 10691 10692 10693 10694 10695 10696 10697 10698 10699 10700 10

Abstract

2015

[illegible]

2000-2001

1. THE UNIVERSITY OF MICHIGAN, being duly sworn, test that the persons and organizations to the head of the Michigan Commission on the Rights of the Individual, have advised that the information at their disposal

STEWART, J. A.

ANNEXURE

FRED. E. FRECKLER & SONS
9-11-9
DATE
9-11-9
CASH ON HAND

1
2
3
4
5

C-02

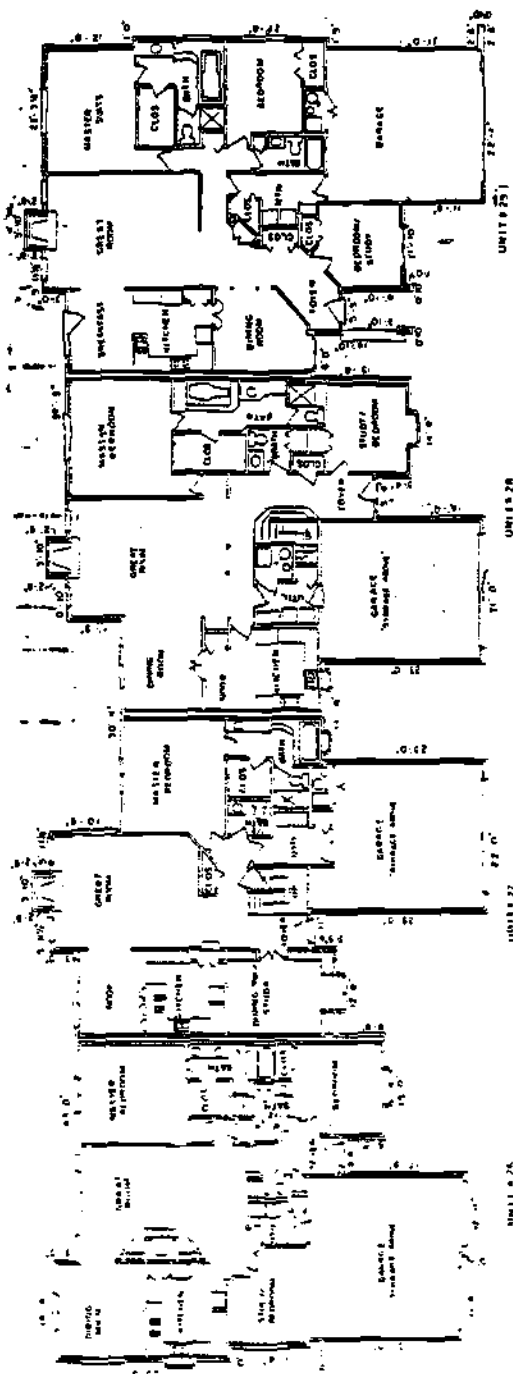
TIFTON GREENS

CONDOMINIUM - BUILDING # 3

UNIT DETAILS

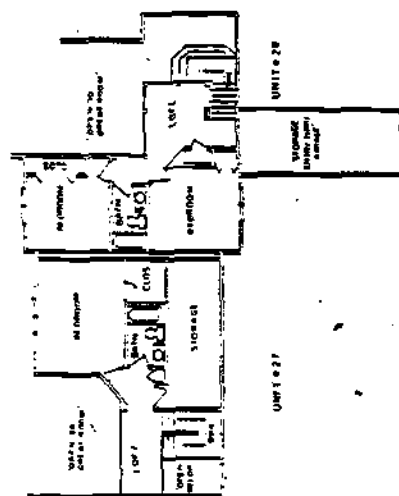
JANUARY, 1984

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



FIRST FLOOR PLAN

NOTE: DIMENSIONS GIVEN ARE EXISTING
CONCRETE WALL THICKNESS



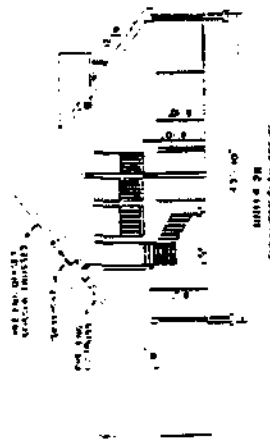
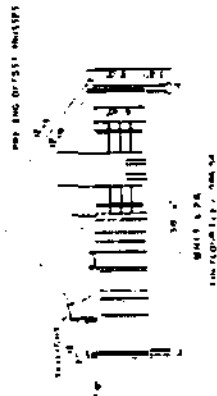
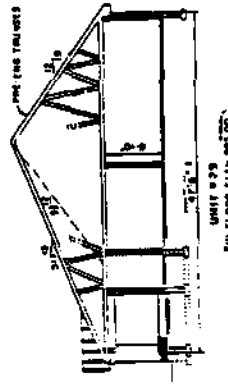
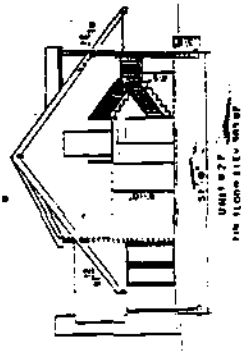
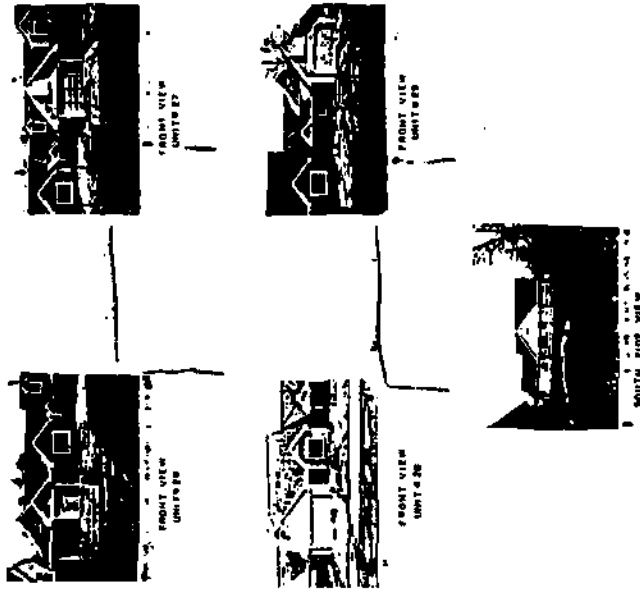
SECOND FLOOR PLAN

TIFTON GREENS

CONDOMINIUM - BUILDING # 9
SECTIONS & PHOTOS

JANUARY, 1989

SCALE 1/8" = 1'-0"

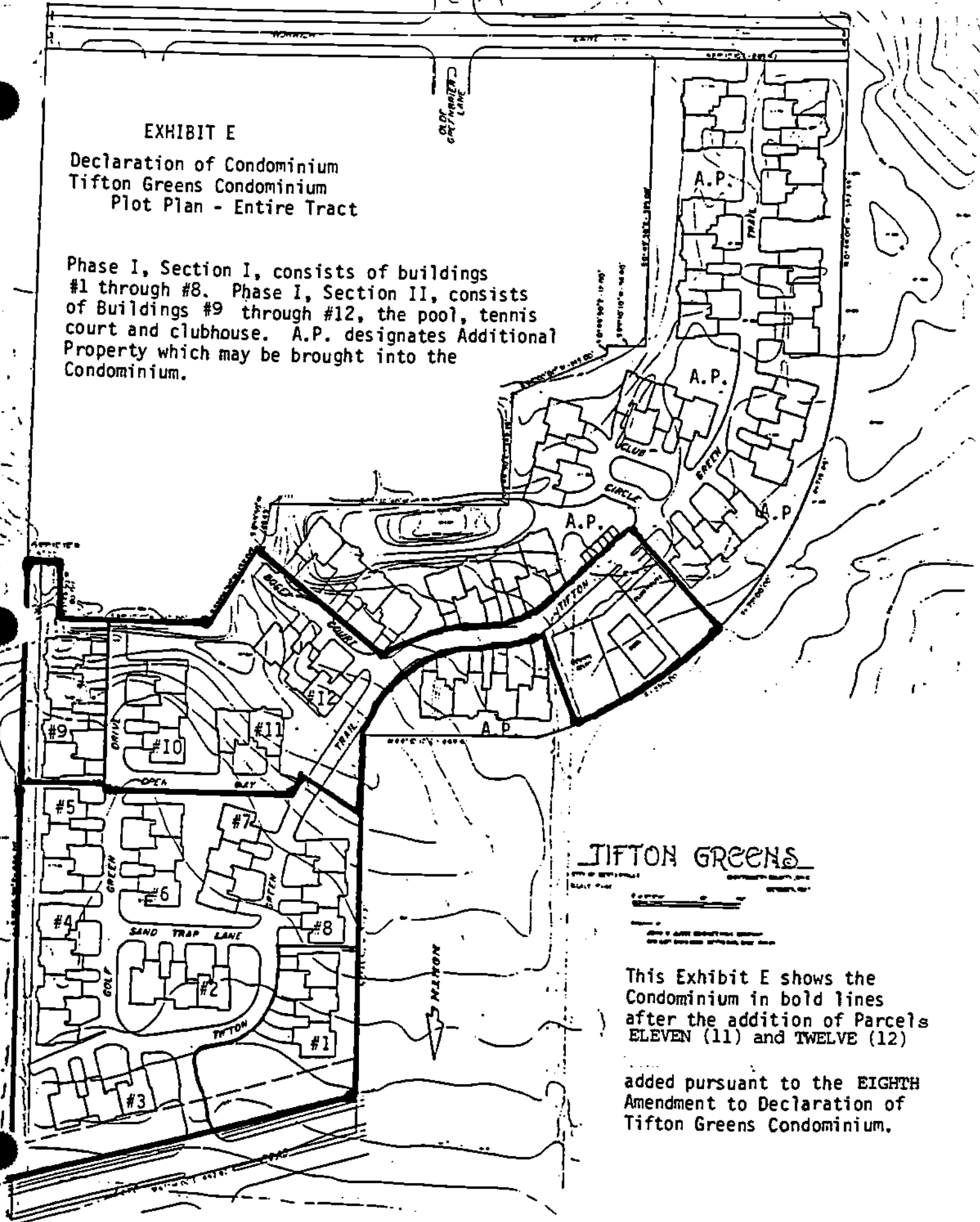


Sheet 1 of 2
00 37 6

EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #1 through #8. Phase I, Section II, consists of Buildings #9 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium.



TIFTON GREENS

DATE OF REVISION: 11/1/81
SCALE: 1" = 40' (APPROX.)
DRAWN BY: [illegible]
CHECKED BY: [illegible]

This Exhibit E shows the Condominium in bold lines after the addition of Parcels ELEVEN (11) and TWELVE (12)

added pursuant to the EIGHTH Amendment to Declaration of Tifton Greens Condominium.

0012514

0012515

0012516

VICKI D. PEGG
RECORDER

92 JUN 25 AM 11:10

MONTGOMERY CO. OHIO
RECORDED

NINTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: June 25, 1992

By: A. J. Wagner

PLAT REFERENCE:

Book 150

Pages 24 & 24A

THIS INSTRUMENT PREPARED BY:

Plup
John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

DEED

92-0366

C04

NINTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS NINTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Ninth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-12 Unit Owners"

and Parcel 1-12 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 13, together with the building and any other improvements thereon constructed and hereinafter described, to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-12 Unit Owners and Parcel 1-12 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-12 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-12 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 13 together with the Parcel 13 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 13 and described as follows:

Parcel 13 (Building 13)

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio, and being part of a 17.448 acre tract conveyed to Greeneco, an Ohio Corporation by deed recorded in Microfiche 86-245A06 of the Deed Records of Montgomery County, Ohio, and being a tract of land more particularly described as follows:

Beginning at an iron pin found at the northeast corner of Tifton Greens Condominium Clubhouse as recorded in Plat Book 144 Page 7 of the plat records of said county, said pin also being on the south line of Tifton Greens Condominium Building 12 as recorded in Plat Book 133 Page 27 of the plat records of said county;

Thence S 50° 13' 45" E with the south line of said Building 12, a distance of 239.46 feet to an iron pin on the west line of Greenbrier Commons Condominium Parcel XIII as recorded in Plat Book 114 Page 19;

Thence with said west line on the following courses: S 32° 06' 50" W a distance of 10.42 feet to an iron pin; S 08° 15' 50" W a distance of 48.43 feet to an iron pin on the north line of Greenbrier Commons Condominium Parcel II as recorded in plat book 104, page 26;

Thence S 89° 10' 10" W with said north line a distance of 180.00 feet to an iron pin;

Thence N 22° 33' 44" W with a new division line a distance of 182.17 feet to a point on the southerly line of the aforementioned Tifton Greens Condominium Clubhouse;

Thence with said south line along a curve to the left having a radius of 162.63 feet an arc distance of 91.19 feet, a central angle of 32° 07' 32" the chord of which bears N 60° 29' 49" E a distance of 90.00 feet to the point of beginning, containing 0.7564 acres of land subject, however to all legal conditions, easements and rights-of-way of record.

Deed Reference M.F. 86-245A06

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "twelve buildings" contained in the first sentence thereof, and substituting therefor the words -- thirteen buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
38	1230 Bogey Court
39	1242 Bogey Court
40	1254 Bogey Court
41	1266 Bogey Court

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
1	C	2816	2.75
2	B-1	2645	2.60
3	A	2174	2.12
4	C	2816	2.75
5	B	2452	2.40
6	A	2174	2.12
7	C	2816	2.75
8	B	2452	2.40
9	A	2174	2.12
10	A	2174	2.12
11	B	2452	2.40
12	C	2816	2.75
13	C	2816	2.75
14	B	2452	2.40
15	A	2174	2.12
16	C	2816	2.75
17	B	2452	2.40
18	A	2174	2.12
19	D	2461	2.41
20	C	2816	2.75
21	B	2452	2.40
22	A	2174	2.12
23	C	2816	2.75
24	B-1	2645	2.60
25	A	2174	2.12
26	A	2174	2.12
27	B-1	2645	2.60
28	C	2816	2.75
29	D	2461	2.41
30	A	2174	2.12
31	B-1	2645	2.60

32	C	2816	2.75
33	A	2174	2.12
34	D	2461	2.41
35	A	2174	2.12
36	B-1	2645	2.60
37	C	2816	2.75
38	A	2174	2.12
39	B	2452	2.40
40	C	2816	2.75
41	D	2461	2.41
TOTALS		102287	100.000

E. The "Unit Information Sheet," attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "II. Unit Descriptions" and inserting therefor the following:

II. Unit Descriptions
(Now in the Condominium)

<u>Type</u>	<u>Style</u>	<u>Number of Rooms*</u>	<u>Baths</u>	<u>Attached Garage</u>	<u>Approximate Interior Square Feet **</u>
A	Ranch	6	2	2 car	2174
B	Townhouse	6	2-1/2	2 car	2452
B-1	Townhouse	7	2-1/2	2 car	2645
C	Townhouse	8	2-1/2	2 car	2816
D	Ranch	7	2	2 car	2461

NOTES:

* Number of rooms excludes baths, attached garages, entryway foyers, closets and walk-in closets, storage areas, utility and laundry areas and closets, and hallways and lofts (unless a loft or a hallway is sufficiently large to be considered a room), but includes, as separate rooms, nooks, and dining areas a part of a larger area, such as when combined with a kitchen.

** Approximate interior square feet means the space constituting the Unit, which is measured from the interior undecorated surfaces of exterior walls inward, including space occupied by interior partitions and walls, and, including space in an attached garage.

F. The Drawings, attached as Exhibits C-1 through C-36, inclusive, to the Declaration, and to the First Amendment through Eighth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Ninth Amendment as Exhibits C37 through C38, relating to Parcel 13 and the Parcel 13 buildings and all other improvements thereon.

G. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its

entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Ninth Amendment on behalf of Parcel 1-12 Owners and on behalf of Parcel 1-12 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 13, and as attorney-in-fact for all other Parcel 1-12 Unit Owners and all Parcel 1-12 Mortgagees, has caused this instrument to be executed on this 18th day of June, 1992.

Signed and acknowledged
in the presence of:

GREENECO CORP.

Karen W. Syx
KAREN W. SYX

L.B. Luttrell
President

Charles Maloney

Charles Maloney
Vice President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Charles Maloney, Vice President of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 18th day of June, 1992.

JOHN M. RUFFOLO, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.07, O. R. C.

John M. Ruffolo
NOTARY PUBLIC

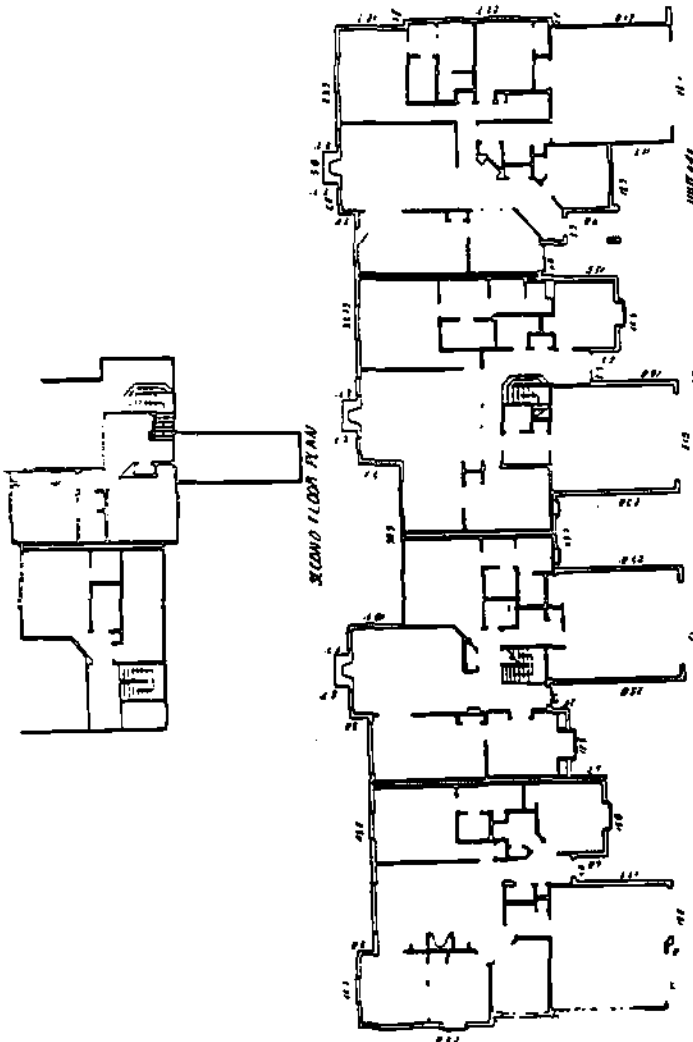
THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

Tifton Greens Condominium

BUILDING
Phase 7 Section

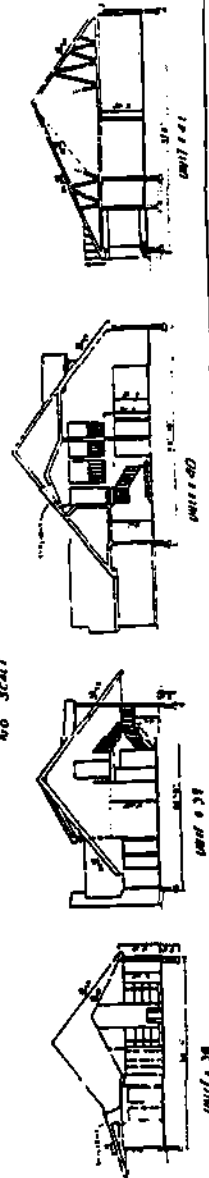
Section 20 Item 2 Manor 5 No. 1
City of Centerville Georgia Co. Obie



BUILDING NO.

UNIT NO.	AREA (SQ. FT.)	PERMITS (SQ. FT.)	TOTAL UNIT (SQ. FT.)
101	101.0	101.0	202.0
102	102.0	102.0	204.0
103	103.0	103.0	206.0
104	104.0	104.0	208.0
105	105.0	105.0	210.0
106	106.0	106.0	212.0
107	107.0	107.0	214.0
108	108.0	108.0	216.0
109	109.0	109.0	218.0
110	110.0	110.0	220.0
111	111.0	111.0	222.0
112	112.0	112.0	224.0
113	113.0	113.0	226.0
114	114.0	114.0	228.0
115	115.0	115.0	230.0
116	116.0	116.0	232.0
117	117.0	117.0	234.0
118	118.0	118.0	236.0
119	119.0	119.0	238.0
120	120.0	120.0	240.0
121	121.0	121.0	242.0
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197	197.0	197.0	394.0
198	198.0	198.0	396.0
199	199.0	199.0	398.0
200	200.0	200.0	400.0

BUILDING NO. SCALE



THESE SECTIONS WERE PREPARED BY THE ARCHITECT AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT HIS WRITTEN CONSENT.

DATE: 10/15/1977

BY: [Signature]

FOR: [Signature]

BUILDING PHOTOGRAPHS JUNE 15, 1977

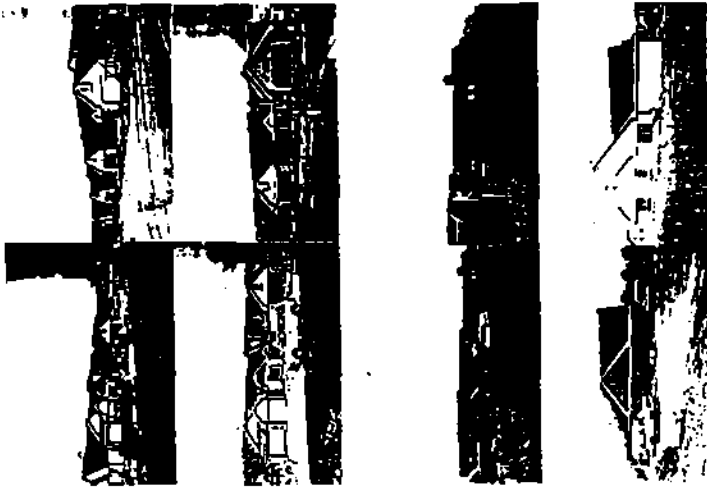
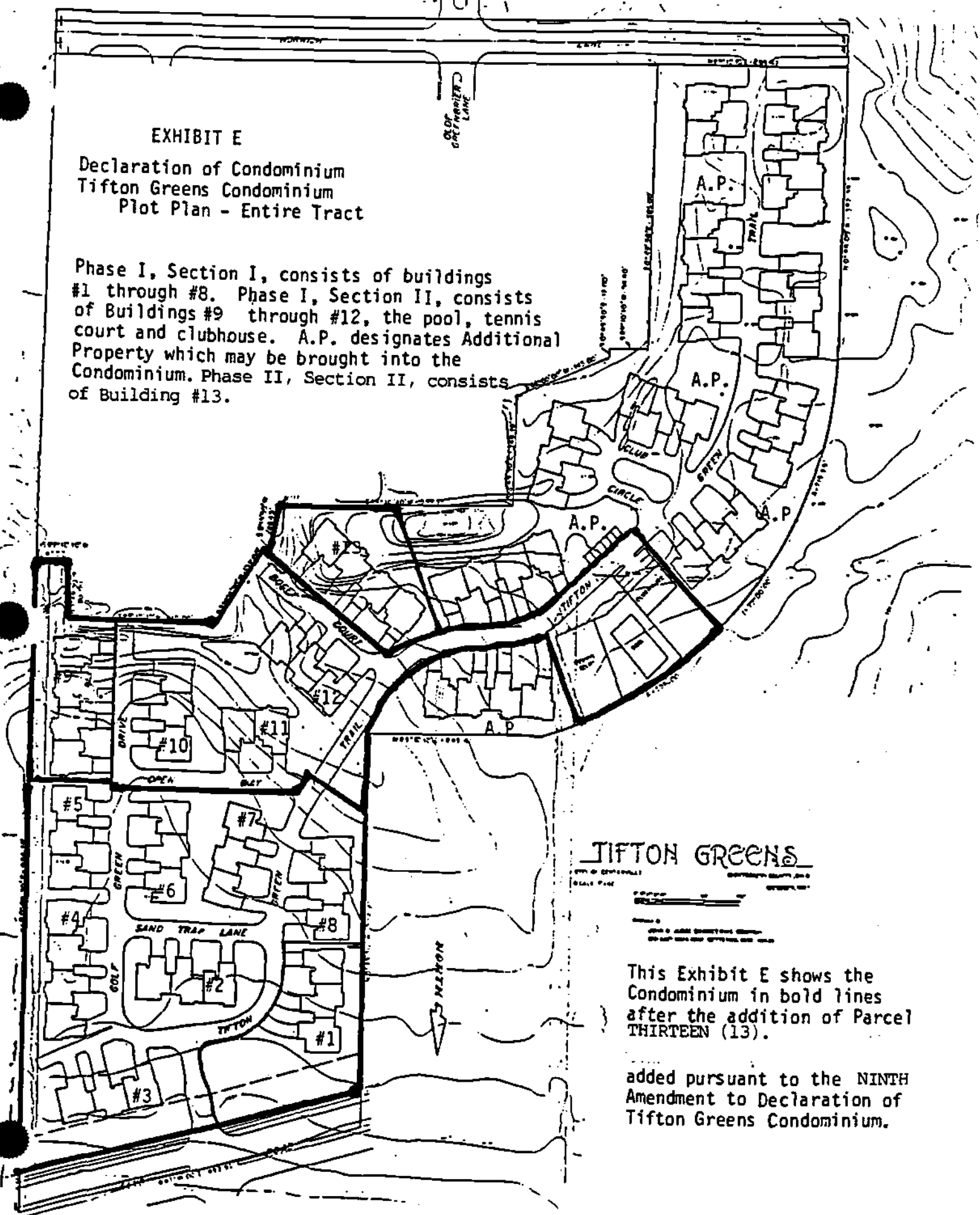


EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #1 through #8. Phase I, Section II, consists of Buildings #9 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II, consists of Building #13.



TIFTON GREENS

OFFICE OF CONDOMINIUMS
STATE OF GEORGIA

SCALE: 1" = 40'

THIS EXHIBIT E SHOWS THE
CONDOMINIUM IN BOLD LINES
AFTER THE ADDITION OF PARCEL
THIRTEEN (13).

This Exhibit E shows the
Condominium in bold lines
after the addition of Parcel
THIRTEEN (13).

added pursuant to the NINTH
Amendment to Declaration of
Tifton Greens Condominium.

0018311

0018312

0018313

VICKI D. PEGG
RECORDER

92 SEP 15 AM 10:16

MONTGOMERY CO. OHIO
RECORDED

108.40
n.

9

TENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: _____

By: _____

PLAT REFERENCE:

Book 151

Pages 10 & 10A

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

NO TRANSFER NEEDED
92 SEP 15 AM 9:58
A.J. WAGNER
AUDITOR

TENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS TENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Tenth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-13 Unit Owners" and Parcel 1-13 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, and Parcel 13 being those premises described in Section 3(A) of the Ninth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a revision of a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 13, together with the building and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-13 Unit Owners and Parcel 1-13 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-13 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-13 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 13 together with the Parcel 13 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
1	C	2816	2.7524
2	B-1	2645	2.5853
3	A	2174	2.1249
4	C	2816	2.7524
5	B	2452	2.397
6	A	2174	2.1249
7	C	2816	2.7524
8	B	2452	2.397
9	A	2174	2.1249
10	A	2174	2.1249
11	B	2452	2.397
12	C	2816	2.7524
13	C	2816	2.7524
14	B	2452	2.397
15	A	2174	2.1249
16	C	2816	2.7524
17	B	2452	2.397
18	A	2174	2.1249
19	D	2461	2.4055
20	C	2816	2.7524
21	B	2452	2.397
22	A	2174	2.1249
23	C	2816	2.7524
24	B-1	2645	2.5853
25	A	2174	2.1249
26	A	2174	2.1249
27	B-1	2645	2.5853
28	C	2816	2.7524
29	D	2461	2.4055
30	A	2174	2.1249
31	B-1	2645	2.5853
32	C	2816	2.7524
33	A	2174	2.1249
34	D	2461	2.4055
35	A	2174	2.1249
36	B-1	2645	2.5853
37	C	2816	2.7524
38	A	2174	2.1249

39	B-1	2645	2.5853
40	B-1	2645	2.5853
41	D	2461	2.4055
TOTALS		<u>102309</u>	<u>100.00</u>

B. The Drawings, attached as Exhibits C-37 through C-38, to the Declaration are hereby corrected and superceded by Exhibits C39 through C40, relating to Parcel 13 and the Parcel 13 buildings and all other improvements thereon as attached to this Tenth Amendment.

C. Article IV-UNITS Section 2-Composition of Units subparagraph (a)(2) is hereby amended as follows:

All windows, screens and doors, including garage doors, storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefore; all storm doors will be "Season All Model 727 (Grand Entrance) and (21 Stratford)", in colors of almond and/or dark brown; rear patio awnings shall be the "lateral arm retractable type, Unitex #1100X1" and "Aristocrat" models or conventional fixed awning with aluminum frame structure, all in either the colors of Sunbrella TM #4621 (true brown), #4620 (beige) and #4628 (toast). Said awnings to be of a solid color with no stripes, however, they may be trimmed with one of the approved colors. Said storm doors and awnings will be a part of the unit and not a part of the common area.

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

5. Consent to this Tenth Amendment on behalf of Parcel 1-13 Owners and on behalf of Parcel 1-13 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel _____, and as attorney-in-fact for all other Parcel 1-13 Unit Owners and all Parcel 1-13 Mortgagees, has caused this instrument to be executed on this _____ day of June, 1992.

Signed and acknowledged
in the presence of:

John M. Stewart
Kent J. Martin

GREENECO CORP.

L.B. Luttrell
President
Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 4TH day of SEPT, 1992.

Kent J. Martin
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556



KENT J. MARTIN, Notary Public
In and For the State of Ohio
My Commission Expires Jan. 25, 1997

000000

Contents of 7564 are:

CITY OF CONSERVATION MONTGOMERY CO OHIO

DE GRUYTER

RECEIVED

END

[illegible]

James M. Smith
James M. Smith

W. J. Sullivan

THESE BOOKS ARE THE PROPERTY OF THE
LIBRARY OF THE
U. S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.

[illegible]

10-1-1960

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-01-2010 BY 60322 UCBAW/SAB/STP

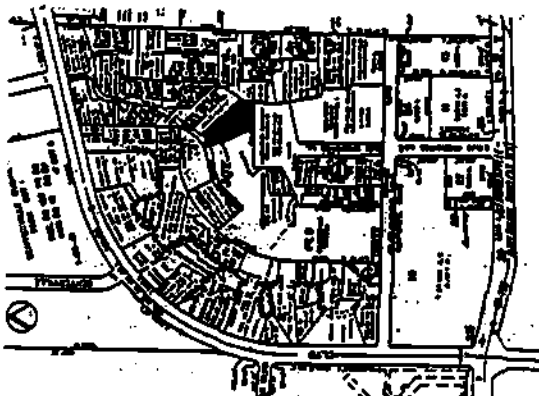
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Rev. A. Dick

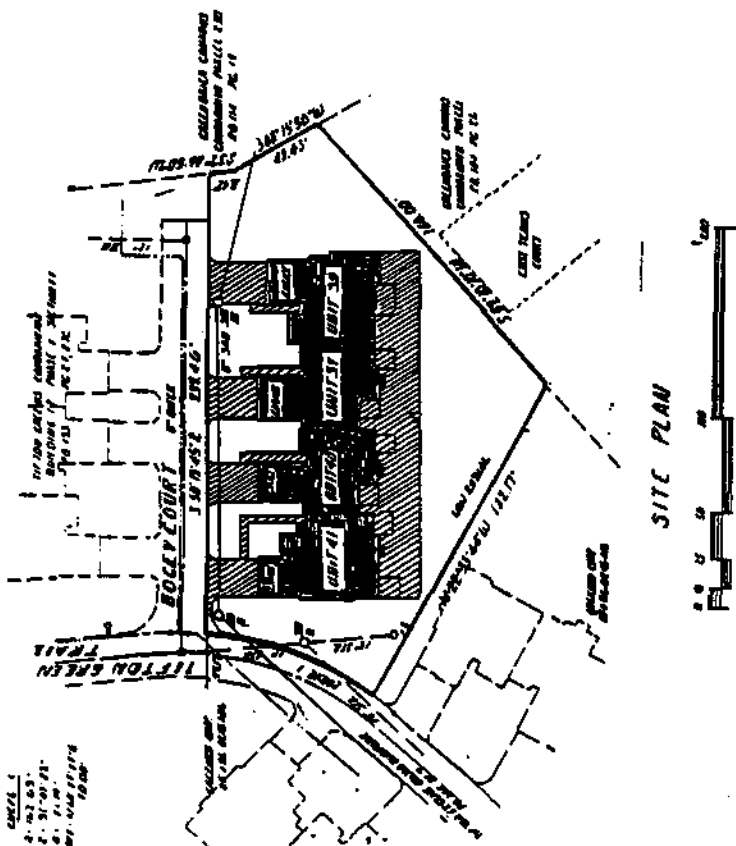
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SECRET CONFIDENTIAL SECRET

7/10/75



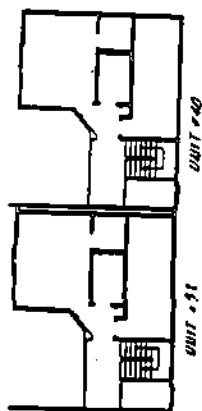
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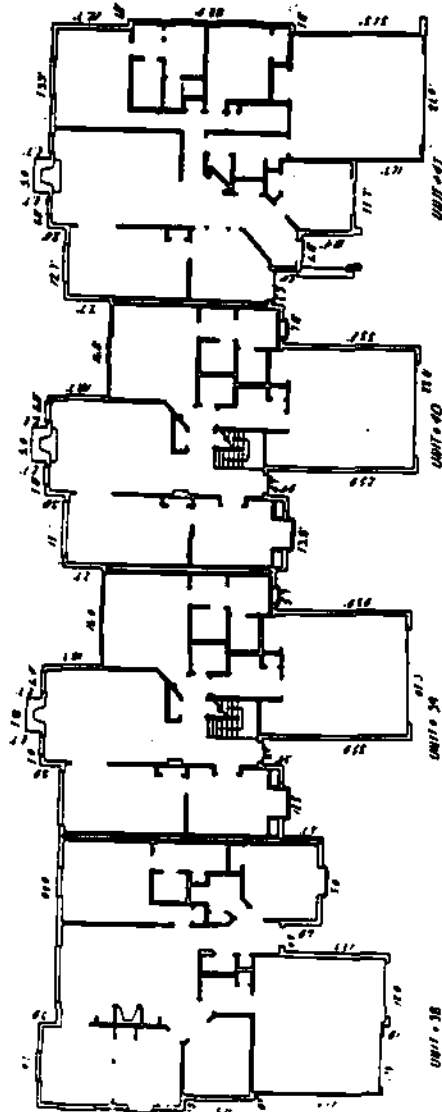
SITE PLAN

C09

Tifton Greens Condominium
 BUILDING #13
 Phase 2 Section 2
 Section 20 Town 2 Range 6 Nrs
 City of Centerville Montgomery Co Ohio



SECOND FLOOR PLAN

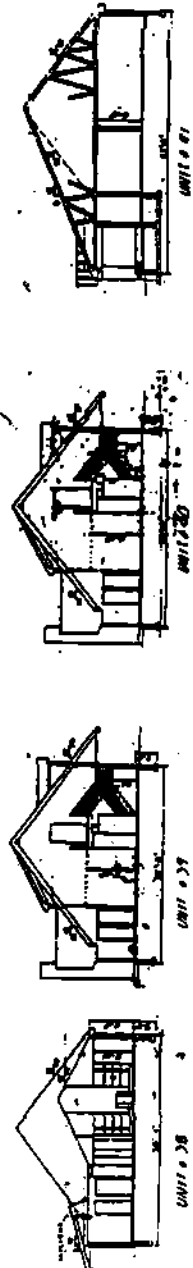


FIRST FLOOR PLAN

BUILDING #13

UNIT #	ADDRESS	FL. AREA	SHEDLINE (SQ. FT.)	GARAGE (SQ. FT.)	TOTAL UNIT (SQ. FT.)
38	1111 BAYVIEW COURT	906.7	144.9	506	1558.6
39	1111 BAYVIEW COURT	906.7	144.9	506	1558.6
40	1111 BAYVIEW COURT	906.7	144.9	506	1558.6
41	1111 BAYVIEW COURT	906.7	144.9	506	1558.6

BUILDING NO. 13

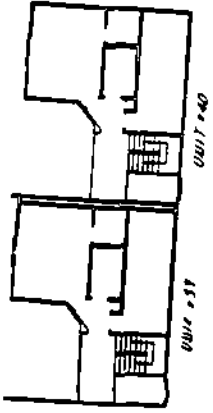


BUILDING PHOTOGRAPHS JUNE 15, 1992

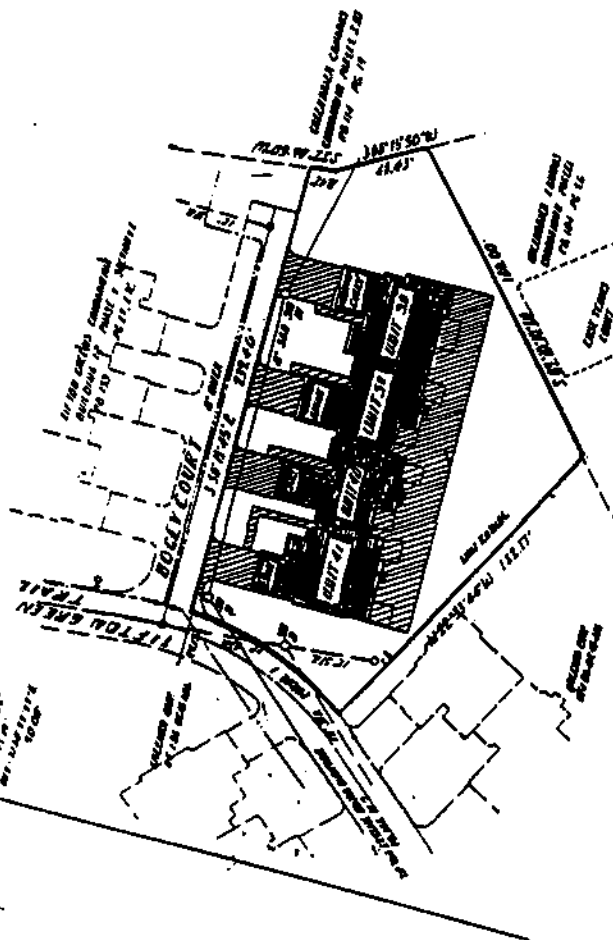
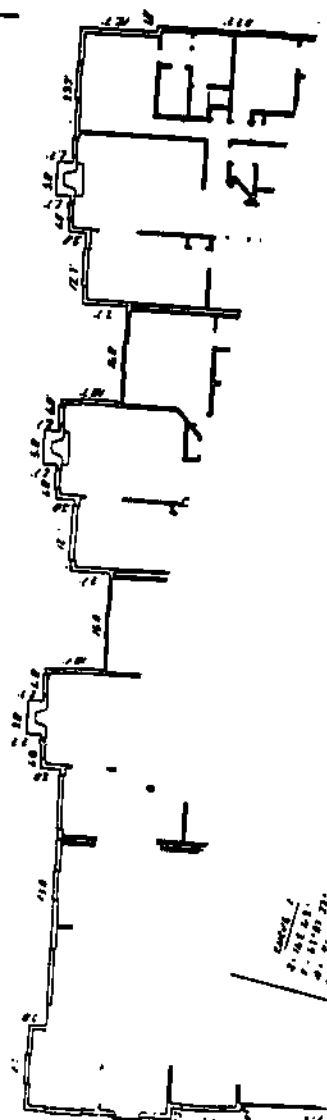
FOR INFORMATION OF APPLICANT, THE FOLLOWING IS A SUMMARY OF THE INFORMATION RECEIVED FROM THE APPLICANT:

David S. DeLong
 1111 BAYVIEW COURT
 UNIT #38
 TIFTON GREENS CONDOMINIUM
 PHASE 2, SECTION 2

L. White & Co. Inc.
Tifton Greens Condominium
 BUILDING # 13
 Phase 2 Section 2
 Section 20 Town 2 Range 6 Nrs
 City of Centerville Kentonessary Co Ohio



SECOND FLOOR PLAN



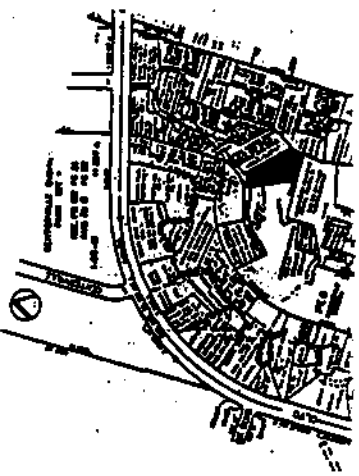
SITE PLAN



L. White & Co. Inc.
Tifton Greens Condominium
 BUILDING # 13
 Phase 2 Section 2
 Section 20 Town 2 Range 6 Nrs
 City of Centerville Kentonessary Co Ohio

This is to certify that the above described building has been constructed in accordance with the plans and specifications of the architect and engineer of record, and that the same is complete and ready for occupancy.

J. H. White
 J. H. White
 J. H. White



17

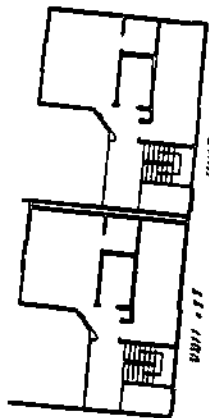
UNIVERSITY
Tifton Greens Condominium
BUILDING #13
Phase 2 Section 2
Section 20 Town 2 Range 6 N-1s
City of Centerville Montgomery Co Ohio



BUILDING PHOTOGRAPHS JUNE 15, 1992

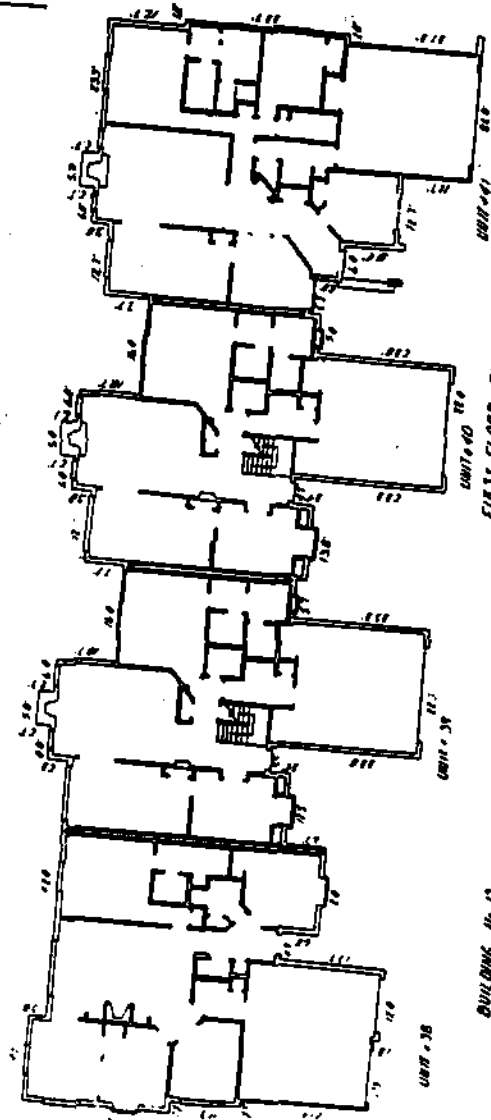
FOR INFORMATION OF THE COURT, THE FOLLOWING IS A SUMMARY OF THE INFORMATION RECEIVED FROM THE BUILDING OWNER:

David S. Hedges
1018 S. W. 10TH ST.
TAMPA, FL 33606



UNIT #11
SECOND FLOOR PLAN

SECOND FLOOR PLAN

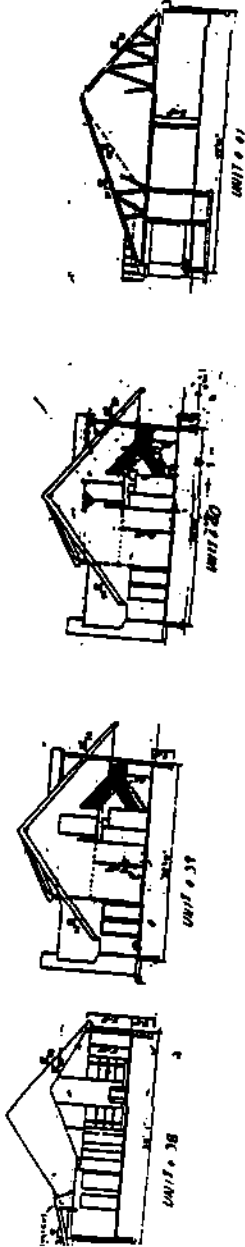


UNIT #11
FIRST FLOOR PLAN

BUILDING #13

UNIT #	ADDRESS	TOTAL AREA (SQ FT)	COMMON AREA (SQ FT)	COMMON AREA (SQ FT)	COMMON AREA (SQ FT)	TOTAL UNIT AREA (SQ FT)
11	1110 N. 11TH ST.	1110	1110	1110	1110	4440
12	1110 N. 11TH ST.	1110	1110	1110	1110	4440
13	1110 N. 11TH ST.	1110	1110	1110	1110	4440
14	1110 N. 11TH ST.	1110	1110	1110	1110	4440
15	1110 N. 11TH ST.	1110	1110	1110	1110	4440
16	1110 N. 11TH ST.	1110	1110	1110	1110	4440
17	1110 N. 11TH ST.	1110	1110	1110	1110	4440
18	1110 N. 11TH ST.	1110	1110	1110	1110	4440
19	1110 N. 11TH ST.	1110	1110	1110	1110	4440
20	1110 N. 11TH ST.	1110	1110	1110	1110	4440
21	1110 N. 11TH ST.	1110	1110	1110	1110	4440
22	1110 N. 11TH ST.	1110	1110	1110	1110	4440
23	1110 N. 11TH ST.	1110	1110	1110	1110	4440
24	1110 N. 11TH ST.	1110	1110	1110	1110	4440
25	1110 N. 11TH ST.	1110	1110	1110	1110	4440
26	1110 N. 11TH ST.	1110	1110	1110	1110	4440
27	1110 N. 11TH ST.	1110	1110	1110	1110	4440
28	1110 N. 11TH ST.	1110	1110	1110	1110	4440
29	1110 N. 11TH ST.	1110	1110	1110	1110	4440
30	1110 N. 11TH ST.	1110	1110	1110	1110	4440
31	1110 N. 11TH ST.	1110	1110	1110	1110	4440
32	1110 N. 11TH ST.	1110	1110	1110	1110	4440
33	1110 N. 11TH ST.	1110	1110	1110	1110	4440
34	1110 N. 11TH ST.	1110	1110	1110	1110	4440
35	1110 N. 11TH ST.	1110	1110	1110	1110	4440
36	1110 N. 11TH ST.	1110	1110	1110	1110	4440
37	1110 N. 11TH ST.	1110	1110	1110	1110	4440
38	1110 N. 11TH ST.	1110	1110	1110	1110	4440
39	1110 N. 11TH ST.	1110	1110	1110	1110	4440
40	1110 N. 11TH ST.	1110	1110	1110	1110	4440
41	1110 N. 11TH ST.	1110	1110	1110	1110	4440
42	1110 N. 11TH ST.	1110	1110	1110	1110	4440
43	1110 N. 11TH ST.	1110	1110	1110	1110	4440
44	1110 N. 11TH ST.	1110	1110	1110	1110	4440
45	1110 N. 11TH ST.	1110	1110	1110	1110	4440
46	1110 N. 11TH ST.	1110	1110	1110	1110	4440
47	1110 N. 11TH ST.	1110	1110	1110	1110	4440
48	1110 N. 11TH ST.	1110	1110	1110	1110	4440
49	1110 N. 11TH ST.	1110	1110	1110	1110	4440
50	1110 N. 11TH ST.	1110	1110	1110	1110	4440
51	1110 N. 11TH ST.	1110	1110	1110	1110	4440
52	1110 N. 11TH ST.	1110	1110	1110	1110	4440
53	1110 N. 11TH ST.	1110	1110	1110	1110	4440
54	1110 N. 11TH ST.	1110	1110	1110	1110	4440
55	1110 N. 11TH ST.	1110	1110	1110	1110	4440
56	1110 N. 11TH ST.	1110	1110	1110	1110	4440
57	1110 N. 11TH ST.	1110	1110	1110	1110	4440
58	1110 N. 11TH ST.	1110	1110	1110	1110	4440
59	1110 N. 11TH ST.	1110	1110	1110	1110	4440
60	1110 N. 11TH ST.	1110	1110	1110	1110	4440
61	1110 N. 11TH ST.	1110	1110	1110	1110	4440
62	1110 N. 11TH ST.	1110	1110	1110	1110	4440
63	1110 N. 11TH ST.	1110	1110	1110	1110	4440
64	1110 N. 11TH ST.	1110	1110	1110	1110	4440
65	1110 N. 11TH ST.	1110	1110	1110	1110	4440
66	1110 N. 11TH ST.	1110	1110	1110	1110	4440
67	1110 N. 11TH ST.	1110	1110	1110	1110	4440
68	1110 N. 11TH ST.	1110	1110	1110	1110	4440
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70	1110 N. 11TH ST.	1110	1110	1110	1110	4440
71	1110 N. 11TH ST.	1110	1110	1110	1110	4440
72	1110 N. 11TH ST.	1110	1110	1110	1110	4440
73	1110 N. 11TH ST.	1110	1110	1110	1110	4440
74	1110 N. 11TH ST.	1110	1110	1110	1110	4440
75	1110 N. 11TH ST.	1110	1110	1110	1110	4440
76	1110 N. 11TH ST.	1110	1110	1110	1110	4440
77	1110 N. 11TH ST.	1110	1110	1110	1110	4440
78	1110 N. 11TH ST.	1110	1110	1110	1110	4440
79	1110 N. 11TH ST.	1110	1110	1110	1110	4440
80	1110 N. 11TH ST.	1110	1110	1110	1110	4440
81	1110 N. 11TH ST.	1110	1110	1110	1110	4440
82	1110 N. 11TH ST.	1110	1110	1110	1110	4440
83	1110 N. 11TH ST.	1110	1110	1110	1110	4440
84	1110 N. 11TH ST.	1110	1110	1110	1110	4440
85	1110 N. 11TH ST.	1110	1110	1110	1110	4440
86	1110 N. 11TH ST.	1110	1110	1110	1110	4440
87	1110 N. 11TH ST.	1110	1110	1110	1110	4440
88	1110 N. 11TH ST.	1110	1110	1110	1110	4440
89	1110 N. 11TH ST.	1110	1110	1110	1110	4440
90	1110 N. 11TH ST.	1110	1110	1110	1110	4440
91	1110 N. 11TH ST.	1110	1110	1110	1110	4440
92	1110 N. 11TH ST.	1110	1110	1110	1110	4440
93	1110 N. 11TH ST.	1110	1110	1110	1110	4440
94	1110 N. 11TH ST.	1110	1110	1110	1110	4440
95	1110 N. 11TH ST.	1110	1110	1110	1110	4440
96	1110 N. 11TH ST.	1110	1110	1110	1110	4440
97	1110 N. 11TH ST.	1110	1110	1110	1110	4440
98	1110 N. 11TH ST.	1110	1110	1110	1110	4440
99	1110 N. 11TH ST.	1110	1110	1110	1110	4440
100	1110 N. 11TH ST.	1110	1110	1110	1110	4440

BUILDING NO. SCALE SECTIONS



0018314

0018315

0018316

VICKI D. PEGG
RECORDER

92 SEP 15 AM 10:15

MONTGOMERY CO. OHIO
RECORDED

ELEVENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: _____

By: _____

PLAT REFERENCE:

Book

151

Pages

11 & 11A

TRANSFERRER

1992 SEP 15 AM 10:00

A.J. WAGNER
AUDITOR

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

DEED

92-0537

C11

ELEVENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS ELEVENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Eleventh Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-0366C04
	Tenth	

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-13 Unit Owners" and Parcel 1-13 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, with parcel 13 being those premises described in Section 3 (A) of the NINTH AMENDMENT along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 14, together with the building and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-13 Unit Owners and Parcel 1-13 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-13 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-13 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 14 together with the Parcel 14 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XVII thereof in the following respects:
A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 14 and described as follows:

Parcel 14 (Building 15)

Situate in Section 20, Town 2, Range 6, M.R.S. in the City of Centerville, Montgomery County, Ohio, being part of the 13,8853 acre tract conveyed to Greeneco Corporation by deed recorded in Microfiche Number 86-245A06 of the deed records of Montgomery County, Ohio, and being a tract of land more particularly described as follows:

Beginning at the southwest corner of Tifton Greens Condominium Clubhouse, recorded in Plat Book 144, Page 7 of the plat records of said County;
thence from said point of beginning N 47° 03' 47" E with the south line of said plat a distance of 150.79 feet;
thence with the south line of said plat along a curve to the right having a radius of 136.62 feet, an arc distance of 82.94 feet, a central angle of 34° 46' 53" the chord of which bears N 64° 27' 16" E a distance of 81.67 feet;
thence N 81° 50' 40" E continuing with the south line of said plat a distance of 73.00 feet;
thence with the south line of said plat along a curve to the left having a radius of 162.63 feet, and arc distance of 15.00 feet, a central angle of 5° 17' 05" the chord of which bears N 79° 12' 08" E a distance of 15.00 feet to the northwest corner of Tifton Greens Condominium, Building 13, Phase 2, Section 2 recorded in Plat Book 150, Page 24;
thence S 22° 33' 44" E with the west of said Building 13 plat a distance of 182.17 feet to the north line of Greenbrier Commons Condominium, Parcel II, recorded in P.B. 104, Page 26;
thence S 89° 10' 10" W with the north line of said Greenbrier Commons and with the new division line through said Greeneco Corporation tract a distance of 320.74 feet;
thence N 42° 56' 16" W continuing with new division line a distance of 29.75 feet to the point of beginning, containing 0.8853 acres of land, more or less, subject however, to all legal conditions, easements and rights-of-way of record.
(This description prepared by McDougall Associates based on survey by same in August, 1992. Bearings are based on Tifton Greens Condominium Clubhouse, P.B. 144, Page 7.)

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "thirteen buildings" contained in the first sentence thereof, and substituting therefor the words -- fourteen buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
46	6720 Tifton Greens Trail
47	6730 Tifton Greens Trail
48	6738 Tifton Greens Trail
49	6746 Tifton Greens Trail

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
1	C	2816	2.509
2	B-1	2645	2.357
3	A	2174	1.94
4	C	2816	2.509
5	B	2452	2.1847
6	A	2174	1.94
7	C	2816	2.509
8	B	2452	2.1847
9	A	2174	1.94
10	A	2174	1.94
11	B	2452	2.1847
12	C	2816	2.509
13	C	2816	2.509
14	B	2452	2.1847
15	A	2174	1.94
16	C	2816	2.509
17	B	2452	2.1847
18	A	2174	1.94
19	D	2461	2.19
20	C	2816	2.509
21	B	2452	2.1847
22	A	2174	1.94
23	C	2816	2.509
24	B-1	2645	2.357
25	A	2174	1.94

26	A	2174	
27	B-1	2645	1.94
28	C	2816	2.357
29	D	2461	2.509
30	A	2174	2.19
31	B-1	2645	1.94
32	C	2816	2.357
33	A	2174	2.509
34	D	2461	1.94
35	A	2174	2.19
36	B-1	2645	1.94
37	C	2816	2.357
38	A	2174	2.509
39	B-1	2645	1.94
40	B-1	2645	2.357
41	D	2461	2.357
46	D	2461	2.19
47	B-1	2645	2.19
48	B-1	2645	2.357
49	A	2174	2.357
			1.94
TOTALS		<u>112,234</u>	<u>100.00</u>

E. The Drawings, attached as Exhibits C-1 through C-40, inclusive, to the Declaration, and to the First Amendment through Tenth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Ninth Amendment as Exhibits C41 through C42, relating to Parcel 14 and the Parcel 14 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Eleventh Amendment on behalf of Parcel 1-13 Owners and on behalf of Parcel 1-13 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 14, and as attorney-in-fact for all other Parcel 1-13 Unit Owners and all Parcel 1-13 Mortgagees, has caused this instrument to be executed on this 8th day of September, 1992.

Signed and acknowledged
in the presence of:

GREENECO CORP.

Joan M. Stewart

L.B. Luttrell

President

Kent J. Martin

Carolyn J. Delaney

Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 4th day of SEPT, 1992.

Kent J. Martin
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556



KENT J. MARTIN, Notary Public
In and For the State of Ohio
My Commission Expires Jan. 25, 1997

Tifton Green, Andromin
BUILDING No 15

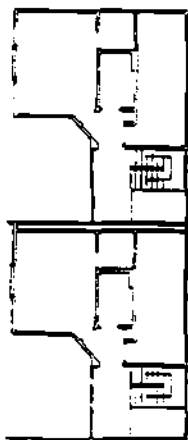
BUILDING No 15

Phase 2 Section 2

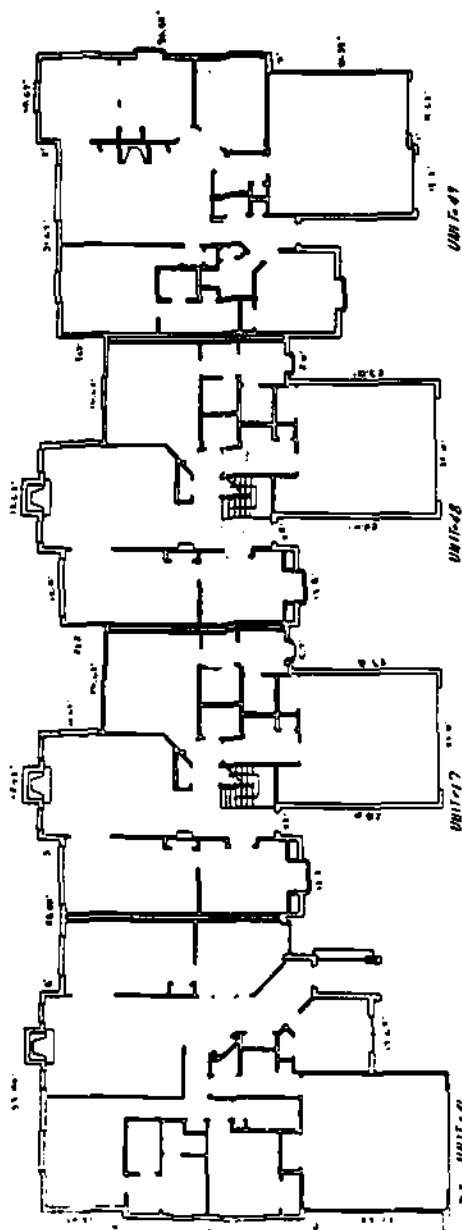
CONTAINS 0885322ES

Section 20 Toon 2 Range 5 Mrs

City of Centerville Monloguery Co Ohio



UNIT #	UNIT #
SECOND	FLOOR PLAN

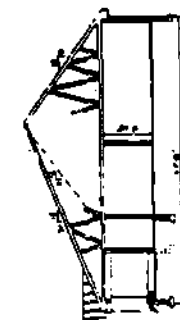


FIRST FLOOR PLAN

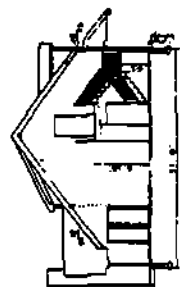
UNIT #	ADOLESS	FLY ELEV (INCHES/50 FT)	BARAGE (50 FT)	TOTAL UNIT/50 FT
40	2720 TON BONE DRESS TRAIL	1192	469	2461
47	2730 TON BONE DRESS TRAIL	2161	484	2645
48	2730 TON BONE DRESS TRAIL	2161	484	2645
49	2740 TON BONE DRESS TRAIL	1668	506	2174



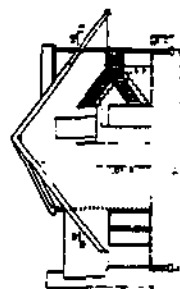
BUILDING NO 5016 SECTIONS



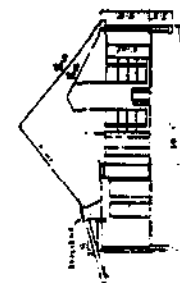
28-11-16



CP 1177



82 - 1170



60-1100

The instructions do neither clarify nor, for within certain communities, show the impact of construction.

Paula Kelly

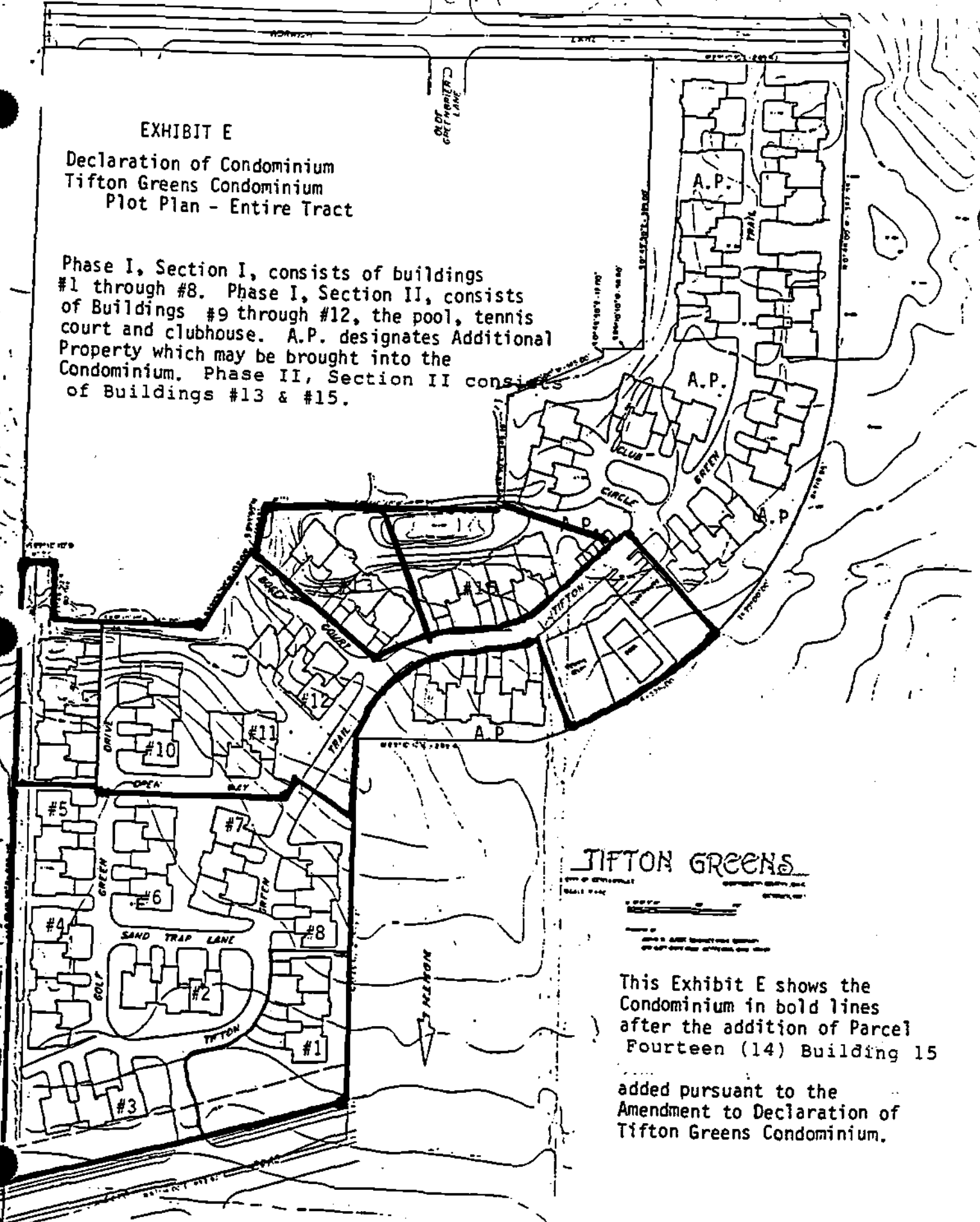
DATE: 11/11/11



EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #1 through #8. Phase I, Section II, consists of Buildings #9 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II consists of Buildings #13 & #15.



TIFTON GREENS

This Exhibit E shows the Condominium in bold lines after the addition of Parcel Fourteen (14) Building 15 added pursuant to the Amendment to Declaration of Tifton Greens Condominium.

21010
24691
24692

TRANSFERRED

1992 DEC -9 AM 11:49

A.J. WAGNER
AUDITOR

VICKI D. PEGG
RECORDER

92 DEC -9 AM 11:50

MONTGOMERY CO. OHIO
RECORDED

26
112.40
L

TWELFTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: 12/9/92

By: A. J. Wagner

PLAT REFERENCE: Book 152 Pages 18418A

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

TWELFTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS TWELFTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Twelfth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04
9-15-92	Tenth	92-537C03
9-15-92	Eleventh	92-537C11

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-14 Unit Owners" and Parcel 1-14 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, with parcel 13 being those premises described in Section 3(A) of the Ninth Amendment, with Parcel 14 being those premises described in Section 3(A) of the Eleventh Amendment along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 14, together with the building and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-14 Unit Owners and Parcel 1-14 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-14 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-14 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 15 together with the Parcel 15 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 15 and described as follows:

Parcel 15 (Building 14)

Situate in Section 20, Town 2, Range 6, M.R.S., in the City of Centerville, Montgomery County, Ohio being part of the land conveyed to Greeneco Corporation, by deed recorded in Microfiche Number 86-245A06 of the deed records of Montgomery County, Ohio and being a tract of land more particularly described as follows:

Beginning at the southeast corner of Cedar Cove Condominium, Section Four, recorded in Plat Book 128, Page 23 of the plat records of said County;

thence from said point of beginning, S 56° 49' 50" E with the west line of Tifton Greens Condominium, Building 12, recorded in Plat Book 140, Pg. 8 a distance of 2.78 feet;

thence S 33° 10' 08" W continuing with said west line and the north line of Tifton Green Trail (a private road) as shown on the plat of Tifton Greens Condominium, Phase One, Section II, recorded in Plat Book 144, Pg. 7 a distance of 66.84 feet;

thence continuing with the north line of said Tifton Green Trail along a curve to the right having a radius of 133.63 feet, an arc distance of 113.52 feet, a central angle of 48° 40' 29" the chord of which bears S 57° 30' 26" W a distance of 110.14 feet;

thence S 81° 50' 40" W continuing with the north line of said road a distance of 73.00 feet;

thence continuing with the north line of said road along a curve to the left having a radius of 165.62 feet, an arc distance of 54.80 feet, a central angle of 18° 57' 26" the chord of which bears S 72° 21' 58" W a distance of 54.55 feet;

thence No. 30° 52' 34" W with the east line of said Tifton Greens Condominium Phase I, Sec. II a distance of 133.61 feet to the south line of Cedar Cove Condominium, Section Five, recorded in Plat Book 138, Pg. 41;

thence with said south line along a curve to the right having a radius of 350.00 feet, an arc distance of 75.00 feet, a central angle of 7° 48' 48" the chord of which bears N 70° 19' 44" E a distance of 74.94 feet;

thence N 89° 10' 10" E continuing with said south line and the south line of said Cedar Cove Condominium, Sec. Four a distance of 249.41 feet to the point of beginning, containing 0.6927 acres, subject to all legal conditions, easements and rights-of-way of record.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "fourteen buildings" contained in the first sentence thereof, and substituting therefor the words -- fifteen buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
42	6717 Tifton Greens Trail
43	6725 Tifton Greens Trail
44	6733 Tifton Greens Trail
45	6741 Tifton Greens Trail

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
1	C	2816	2.305
2	B-1	2645	2.165
3	A	2174	1.78
4	C	2816	2.305
5	B	2452	2.007
6	A	2174	1.78
7	C	2816	2.305
8	B	2452	2.007
9	A	2174	1.78
10	A	2174	1.78
11	B	2452	2.007
12	C	2816	2.305
13	C	2816	2.305
14	B	2452	2.007

15	A	2174	1.78
16	C	2816	2.305
17	B	2452	2.007
18	A	2174	1.78
19	D	2461	2.014
20	C	2816	2.305
21	B	2452	2.007
22	A	2174	1.78
23	C	2816	2.305
24	B-1	2645	2.165
25	A	2174	1.78
26	A	2174	1.78
27	B-1	2645	2.165
28	C	2816	2.305
29	D	2461	2.014
30	A	2174	1.78
31	B-1	2645	2.165
32	C	2816	2.305
33	A	2174	1.78
34	D	2461	2.014
35	A	2174	1.78
36	B-1	2645	2.165
37	C	2816	2.305
38	A	2174	1.78
39	B-1	2645	2.165
40	B-1	2645	2.165
41	D	2461	2.014
42	A	2174	1.78
43	B-1	2645	2.165
44	B-1	2645	2.165
45	D	2461	2.014
46	D	2461	2.014
47	B-1	2645	2.165
48	B-1	2645	2.165
49	A	2174	1.78
TOTALS		122,159	100.00

E. The Drawings, attached as Exhibits C-1 through C-42, inclusive, to the Declaration, and to the First Amendment through Tenth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Twelfth Amendment as Exhibits C-43 through C-44, relating to Parcel 15 and the Parcel 15 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Twelfth Amendment on behalf of Parcel 1-14 Owners and on behalf of Parcel 1-14 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 15, and as attorney-in-fact for all other Parcel 1-14 Unit Owners and all Parcel 1-14 Mortgagees, has caused this instrument to be executed on this 4th day of December, 1992.

Signed and acknowledged
in the presence of:

Kent J. Depoorter
Kent J. Depoorter

GREENECO CORP.

L.B. Luttrell
President
Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn J. Delaney, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 4th day of December, 1992.

Kent J. Depoorter
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

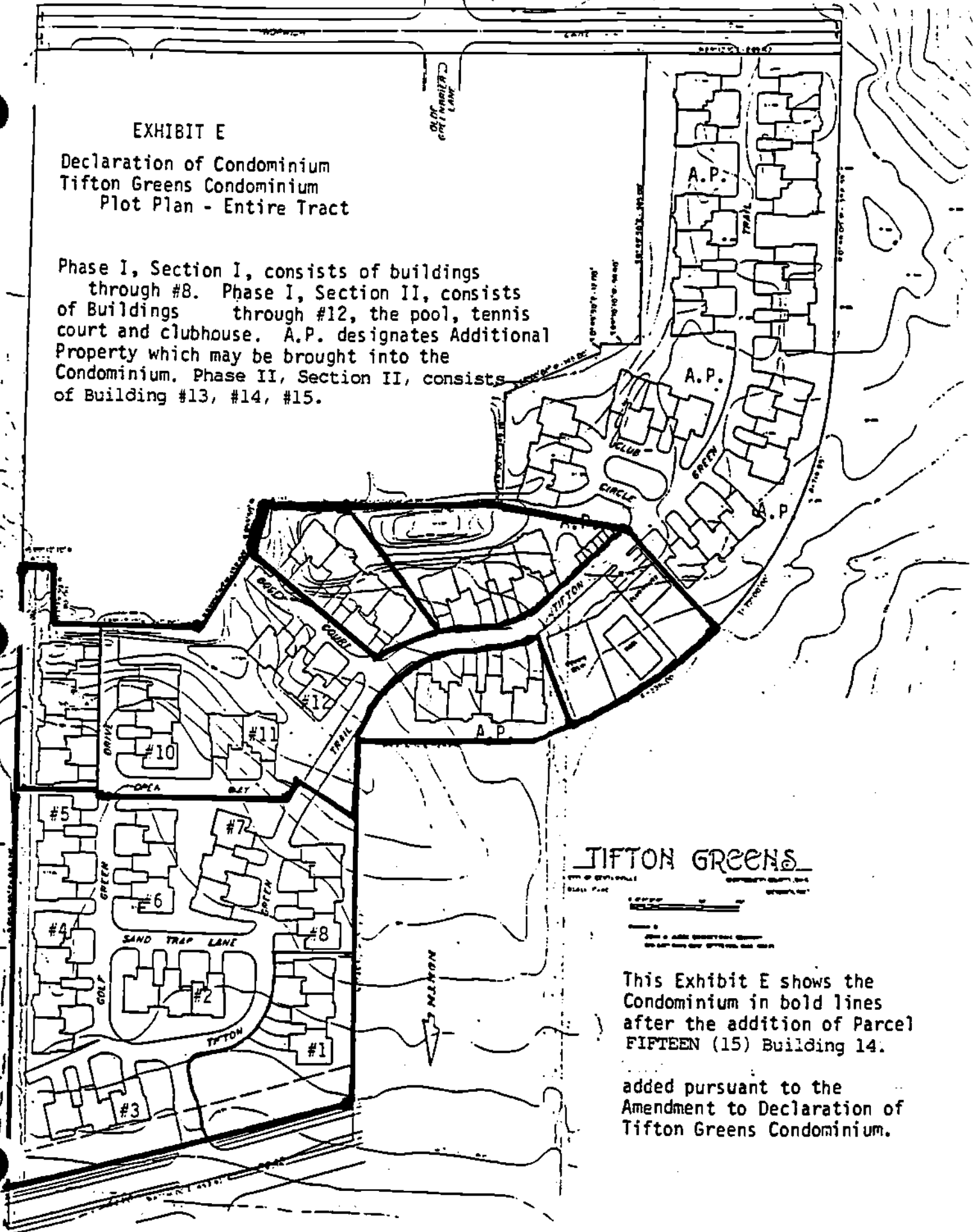
John M. Ruffolo
Attorney at Law
2717 Miamisburg-Centerville Road
Suite 211, Dayton, Ohio 45459
(513) 434-3556

KENT J. DEPOORTER, Attorney at Law
Notary Public, for the State of Ohio
My Commission has no expiration date
Section 147.03 ORC

EXHIBIT E

Declaration of Condominium
Tifton Greens Condominium
Plot Plan - Entire Tract

Phase I, Section I, consists of buildings through #8. Phase I, Section II, consists of Buildings through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II, consists of Building #13, #14, #15.



Tifton Greens Condominium

BUILDING No 14

Phase 2 Section 2
CONTAINS 0.6177 ACRES

Section 20 Town 2 Range 8 N-1
City of Georgia, Montgomery Co. Ohio
THIS INSTRUMENT WAS PREPARED BY

RECORD 1732

THE TIFTON GREENS CONDOMINIUM
PHASE 2, SECTION 2, TOWN 2, RANGE 8 NORTH, COUNTY OF MONTGOMERY, STATE OF OHIO
THE TIFTON GREENS CONDOMINIUM PHASE 2, SECTION 2, TOWN 2, RANGE 8 NORTH, COUNTY OF MONTGOMERY, STATE OF OHIO
THE TIFTON GREENS CONDOMINIUM PHASE 2, SECTION 2, TOWN 2, RANGE 8 NORTH, COUNTY OF MONTGOMERY, STATE OF OHIO

STREET

STREET

STREET

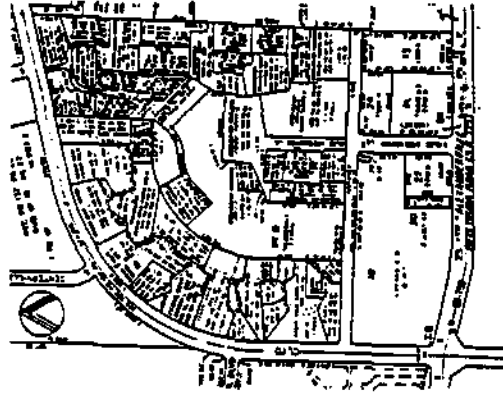
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VICINITY MAP
GENERAL LOCATION AND DISTANCE
NO SCALE

THE TIFTON GREENS CONDOMINIUM PHASE 2, SECTION 2, TOWN 2, RANGE 8 NORTH, COUNTY OF MONTGOMERY, STATE OF OHIO
THE TIFTON GREENS CONDOMINIUM PHASE 2, SECTION 2, TOWN 2, RANGE 8 NORTH, COUNTY OF MONTGOMERY, STATE OF OHIO
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THE TIFTON GREENS CONDOMINIUM PHASE 2, SECTION 2, TOWN 2, RANGE 8 NORTH, COUNTY OF MONTGOMERY, STATE OF OHIO



REX A. DICKY
12-10-92
RECORD 1732

SHEET 102

C - 43

CLARK CONDOMINIUM
SEC. 17
PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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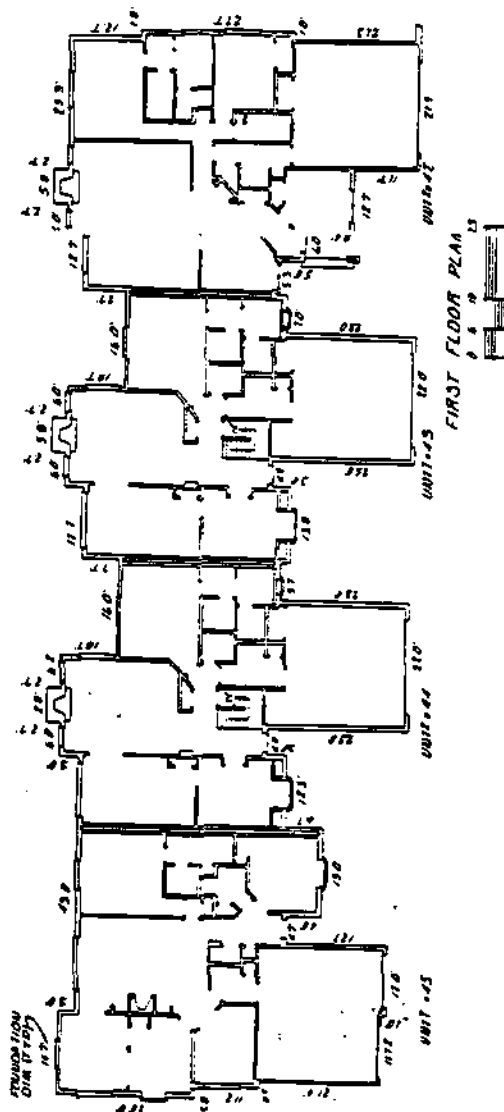
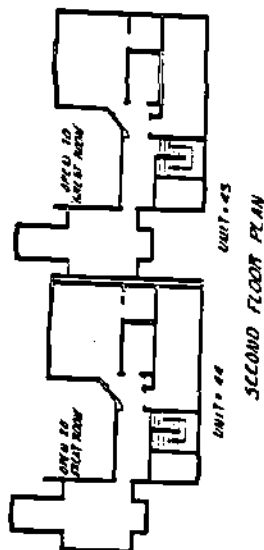
CLARK CONDOMINIUM

Tifton Greens Condominium

BUILDING No. 14

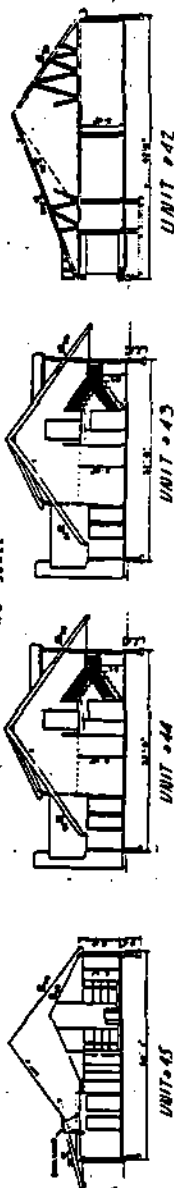
Phase 2 Section 2

Section 20 Town 2 Range 6 Nrs
City of Centerville Montgomery Co Ohio



UNIT#	ADDRESS	FEET BY INCHES (NET)	GARAGE (SQ FT)	TOTAL UNIT (SQ FT)
42	1213 TIFTON GREENS TRAIL	1086.7	42.8	2462.1
43	1215 TIFTON GREENS TRAIL	1161.7	40.1	2245.5
44	1217 TIFTON GREENS TRAIL	1161.7	40.1	2245.5
45	1219 TIFTON GREENS TRAIL	1161.7	50.6	2374.4

BUILDING NO. SCALE



BUILDING PHOTOGRAPHS



Drawn by
J. H. H. H. H. H.
J. H. H. H. H. H.
J. H. H. H. H. H.

17691
17692
17693
TRANSFERRED

93 AUG 13 PM 2:44

A.J. WAGNER
AUDITOR

VICKI D. PEGG
RECORDER

93 AUG 19 PM 3:10

183.60-F
MONTGOMERY CO. OHIO
RECORDED

THIRTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated:

8-19-93

By:

A.J. Wagner

PLAT REFERENCE:

Book 154

Pages 23 & 23B

NO TRANSFER NEEDED
93 AUG 19 PM 2:56
A.J. WAGNER
AUDITOR

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

**THIRTEENTH AMENDMENT TO DECLARATION
FOR
TIFTON GREENS CONDOMINIUM**

THIS THIRTEENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Thirteenth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04
9-15-92	Tenth	92-537C03
9-15-92	Eleventh	92-537C11
12-9-92	Twelfth	92-0722C01

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-15 Unit Owners" and Parcel 1-15 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, with parcel 13 being those premises described in Section 3(A) of the Ninth Amendment, with Parcel 14 being those premises described in Section 3(A) of the Eleventh Amendment, with Parcel 15 being those premises scribed in Section 3 (A) of the Twelfth Amendment along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 16, together with the buildings and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-15 Unit Owners and Parcel 1-15 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-15 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-15 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 16 together with the Parcel 16 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit

Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 15 and described as follows:

Parcel 16 (Buildings 22 & 23)

Situate in Section 20, Town 2, range 6 Mrs, and in the City of Centerville, Montgomery County, Ohio, being part of the lands conveyed to Greeneco Corporation by Deed recorded in MF# 86-245A06 of the Deed records of Montgomery County, Ohio and being a tract of land more particularly described as follows:

Beginning at an iron pin found at the northwest corner of Greenbrier Commons Parcel II as recorded in Plat Book 104, page 26 of the Plat Records of said County; said iron pin also being on the south line of Tifton Greens Condominium Building 15 as recorded in Plat Book 151 Page 11 and 11A ; thence from said place of beginning with the line of said Greenbrier Commons on the following courses:

S 00° 49' 50"E a distance of 149.16 feet to an iron pin;

S 66° 00'00"W a distance of 145.00 feet to an iron pin;

S 00° 49'50"E a distance of 12.00 feet to an iron pin;

S 89° 10'10"W a distance of 56.80 feet to an iron pin; thence with new division lines on the following courses:

N 78° 01'22"W a distance of 144.92 feet to a point in the centerline of Tifton Greens Trail (private road);

Northeastwardly with said centerline along a curve to the right having a radius of 276.73 feet an arc distance of 205.60 feet, a central angle of 42° 34'05", the chord of which bears N 27° 39'07"E a distance of 200.90 feet, to a point;

N 48° 56'10"E with said centerline a distance of 58.79 feet to a point on the south line of Tifton Greens Condominium Condo Clubhouse as recorded in Plat Book 144 Page 7, thence with the line of said Tifton Greens Condominium Clubhouse and Building 15 on the following courses:

S 42° 56'13"E a distance of 38.38 feet to an iron pin;

N 89° 10'10"E a distance of 165.00 feet to the place of beginning, containing 1.346 acres of land, more or less, subject to all legal conditions, easements and rights-of-way of record.

This description prepared by McDougall Associates based on a survey made by same. Bearings are based on Plat book 104 page 26.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "fifteen buildings" contained in the first sentence thereof, and substituting therefor the words -- seventeen buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
50	1120 Club Circle
51	1132 Club Circle
52	1144 Club Circle
53	1156 Club Circle
54	1168 Club Circle
55	1180 Club Circle

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Undivided Designation Interests</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	
1	C	2816	2.05
2	B-1	2645	1.93
3	A	2174	1.584
4	C	2816	2.05
5	B	2452	1.786
6	A	2174	1.584
7	C	2816	2.05
8	B	2452	1.786

9	A	2174	1.584
10	A	2174	1.584
11	B	2452	1.786
12	C	2816	2.05
13	C	2816	2.05
14	B	2452	1.786
15	A	2174	1.584
16	C	2816	2.05
17	B	2452	1.786
18	A	2174	1.584
19	D	2461	1.793
20	C	2816	2.05
21	B	2452	1.786
22	A	2174	1.584
23	C	2816	2.05
24	B-1	2645	1.93
25	A	2174	1.584
26	A	2174	1.584
27	B-1	2645	1.93
28	C	2816	2.05
29	D	2461	1.793
30	A	2174	1.584
31	B-1	2645	1.93
32	C	2816	2.05
33	A	2174	1.584
34	D	2461	1.793

35	A	2174	1.584
36	B-1	2645	1.93
37	C	2816	2.05
38	A	2174	1.584
39	B-1	2645	1.93
40	B-1	2645	1.93
41	D	2461	1.793
42	A	2174	1.584
43	B-1	2645	1.93
44	B-1	2645	1.93
45	D	2461	1.793
46	D	2461	1.793
47	B-1	2645	1.93
48	B-1	2645	1.93
49	A	2174	1.584
50	D	2461	1.793
51	B-1	2645	1.93
52	D	2461	1.793
53	D-1	2426	1.767
54	B-1	2645	1.93
55	D	2461	1.793
TOTALS		<u>137,258</u>	<u>100.00</u>

E. The Drawings, attached as Exhibits C-1 through C-44, inclusive, to the Declaration, and to the First Amendment through Twelfth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the

Drawings attached to this Thirteenth Amendment as Exhibits C-45 through C-47, relating to Parcel 16 and the Parcel 16 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Thirteenth Amendment on behalf of Parcel 1-15 Owners and on behalf of Parcel 1-15 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 15, and as attorney-in-fact for all other Parcel 1-14 Unit Owners and all Parcel 1-15 Mortgagees, has caused this instrument to be executed on this 12th day of August, 1993.

Signed and acknowledged
in the presence of:

Kenneth J. Martin
Thomas J. Spence

GREENECO CORP.

J. S. Guttentag
President

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn D. Bulamy Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 13 day of August, 1993.

Shelley Franklin

SHELLEY FRANKLIN, Notary Public

In and for the State of Ohio

My Commission Expires Jan. 31, 1995

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

Tifton Greens Condominium

BUILDINGS 22, 23

Phase 3 Section 3

CAUTION: 1 1/2" ACES

Section 20 Town 2 Range 6 Nrs

City of Centerville Kent/Lesley Co Ohio

THE SUBMITTER PROVIDED BY

RECORDS SECTION

RECORDS SECTION

RECORDS SECTION

RECORDS SECTION

NOTIFICATION
The undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief and that he is not aware of any facts or circumstances which might render the same misleading or incomplete. He further certifies that he is not aware of any facts or circumstances which might render the same misleading or incomplete. He further certifies that he is not aware of any facts or circumstances which might render the same misleading or incomplete.

DATE OF DEED, 1-1-1978

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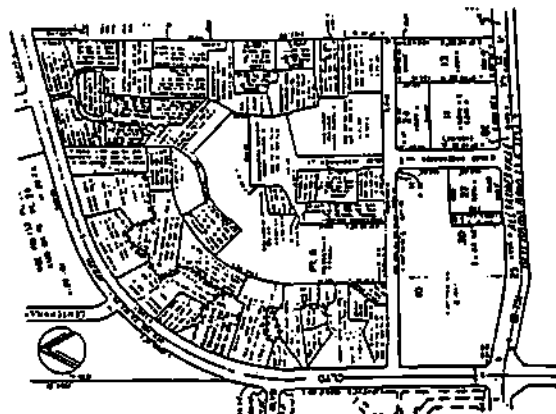
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DATE OF DEED, 1-1-1978



PRELIMINARY MAP
CENTVILLE AND BAY N.E.
NO STATE

CONSTRUCTION
The undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief and that he is not aware of any facts or circumstances which might render the same misleading or incomplete. He further certifies that he is not aware of any facts or circumstances which might render the same misleading or incomplete. He further certifies that he is not aware of any facts or circumstances which might render the same misleading or incomplete.

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DATE OF DEED, 1-1-1978



Tifton Greens Condominium

BUILDING 22/23

Phase J Section J

Section 20 Town 2 Range 6 Nrs
City of Centerville Montgomery Co Ohio

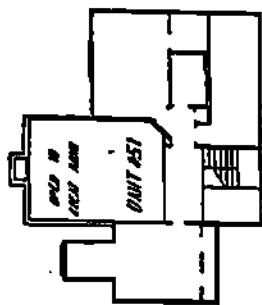
DESIGNED BY
HARRISON ASSOCIATES
Architectural Firm
1000 N. Main St.
Cincinnati, Ohio 45219
919-555-1000



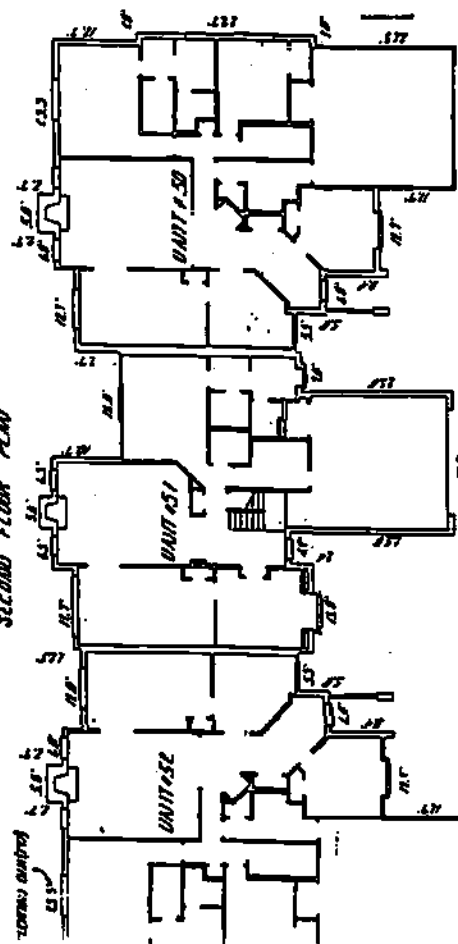
BUILDING PHOTOGRAPHS
AUGUST 5, 1995

THE UNDERSIGNED DO HEREBY CERTIFY THAT THE BUILDING DRAWINGS
ACCOMPANYING THESE BUILDINGS IS CORRECTED
David S. Harrison
DAVID HARRISON, ARCHITECT
THOMAS HARRISON, ARCHITECT

C-46



SECOND FLOOR PLAN

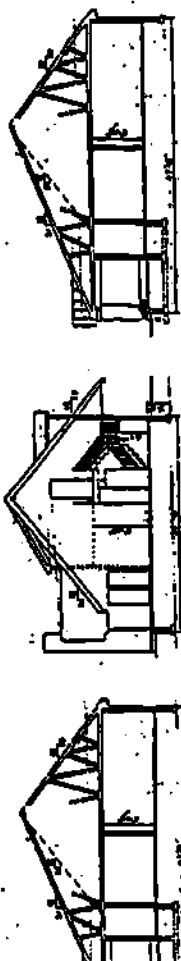


FIRST FLOOR PLAN

BUILDING 22

ADDRESS	FL CLER DWELLING (SQ FT)	GARAGE (SQ FT)	TOTAL UNIT (SQ FT)
1700 CLER DRIVE	1772	428	2200
1750 CLER DRIVE	1772	428	2200
1700 CLER DRIVE	1772	428	2200

BUILDING SECTIONS
NO SCALE



Tifton Greens Condominium

BUILDING 25

Phase 3 Section 3

Section 20 Town 2 Range 6 N-3
City of Centerville Montgomery Co Ohio

DESIGNED BY
MACDONALD ASSOCIATES
ARCHITECTS
1000 N. HIGHWAY 100
SUITE 200
COLUMBUS OHIO 43260

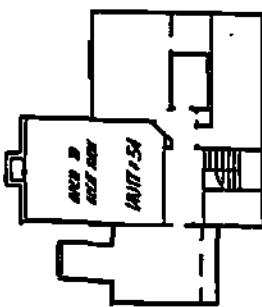


BUILDING PHOTOGRAPHS
AUGUST 5, 1993

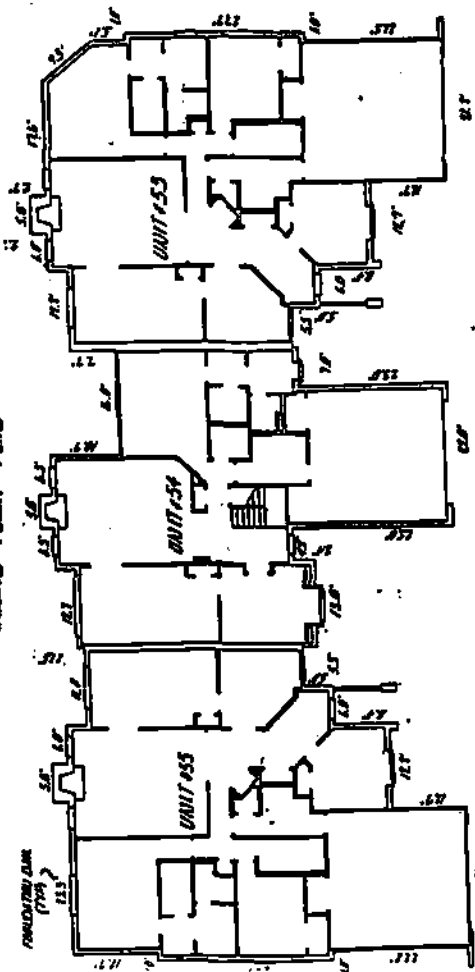
THE BUILDINGHEAD IS HEREBY CERTIFY THAT THE BUILDING DRAWINGS
ACCOMPANYING THESE PLANS ARE TRUE AND CORRECT
AND WITNESSED BY ME
JAMES J. JONES
JAMES J. JONES
JAMES J. JONES

JULY 3, 1993

C-47



SECOND FLOOR PLAN



FIRST FLOOR PLAN

BUILDING 25

ADDRESS	REL. DIMENSIONS (SQ FT)	GARAGE (SQ FT)	TOTAL UNIT (SQ FT)
1150 E. 1100 E. 1100 E.	1157	46.9	1203.9
1150 E. 1100 E. 1100 E.	1157	46.9	1203.9
1150 E. 1100 E. 1100 E.	1157	46.9	1203.9

BUILDING SECTIONS
IN SCALE

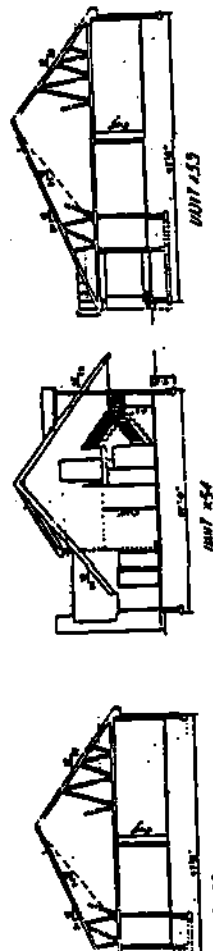
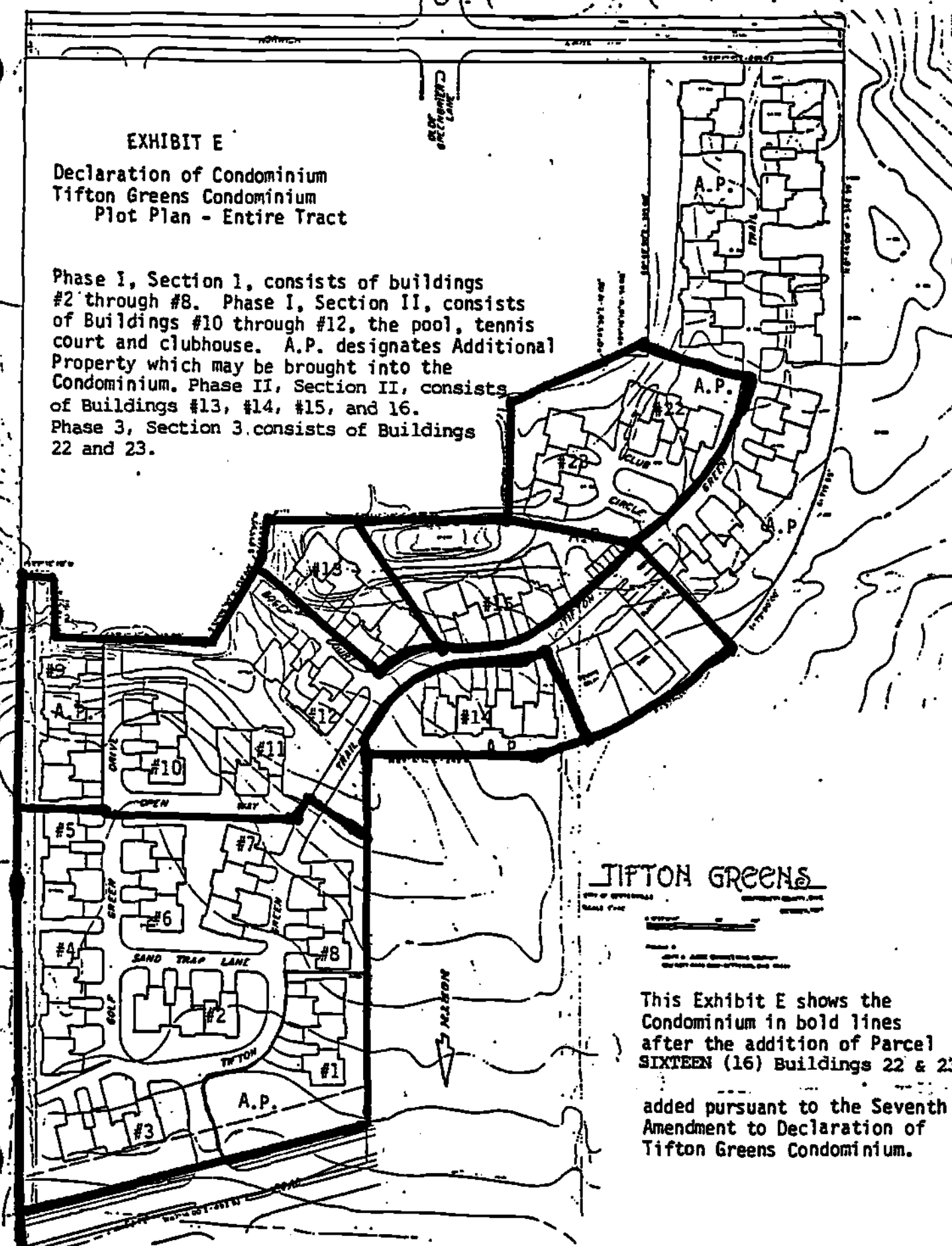


EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section 1, consists of buildings #2 through #8. Phase I, Section II, consists of Buildings #10 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II, consists of Buildings #13, #14, #15, and 16. Phase 3, Section 3 consists of Buildings 22 and 23.



TIFTON GREENS

This Exhibit E shows the
Condominium in bold lines
after the addition of Parcel
SIXTEEN (16) Buildings 22 & 23

added pursuant to the Seventh
Amendment to Declaration of
Tifton Greens Condominium.

TRANSFERRED
1993 DEC -1 PM 3:49

A.J. WAGNER
AUDITOR

FIFTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: Dec. 1, 1993

By: A.J. Wagner

PLAT REFERENCE: Book 155 Pages 22 + 22A

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

93-0763 D07

FIFTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS FIFTEENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Fifteenth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04
9-15-92	Tenth	92-537C03
9-15-92	Eleventh	92-537C11
12-9-92	Twelfth	92-722C01
8-19-93	Thirteenth	93-523A01
11-5-93	Fourteenth	93-713D01

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-17 Unit Owners" and Parcel 1-17 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, with parcel 13 being those premises described in Section 3(A) of the Ninth Amendment, with Parcel 14 being those premises described in Section 3(A) of the Eleventh Amendment, with Parcel 15 being those premises described in Section 3 (A) of the Twelfth Amendment, with Parcel 16 being those premises described in Section 3(A) of the Thirteenth Amendment, with Parcel 17 being those premises described in Section 3(A) of the Fourteenth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as Parcel 18, together with the buildings and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-17 Unit Owners and Parcel 1-17 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-17 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-17 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 18 together with the Parcel 18 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the

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

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 18 and described as follows:

Parcel 18 (Building 17)

Situate in Section 20, Town 2, Range 6, M.R.s, in the City of Centerville, Montgomery County, Ohio, being part of the land conveyed to Greeneco Corporation, by Deed recorded in Microfiche Number 86-245A06 of the Deed records of Montgomery County, Ohio and being a tract of land more particularly described as follows:

Beginning at the southwest corner of Tifton Greens Condominium, Building 16 as recorded in P.B. 155 Pg. 12 of the plat records of said County, said point also being on the east line of Cedar Cove Condominium, Section 10, as recorded in P. B. 142, Pg. 36;

thence from said point of beginning, S 61 04'25" E with the south line of said Tifton Greens Condominium Building 16, a distance of 139.82 feet, to a point;

thence Southeastwardly with the west line of Tifton Greens Condominium Buildings 22 and 23 as recorded in P.B. 154 Pg. 22,

the centerline of Tifton Green Trail (a private road) as shown on the plat of Tifton Greens Condominium, Phase One, Section II, as recorded in P.B. 144, Pg. 7 and with new division line through said Greeneco tract, along a curve to the left having a radius of 276.73 feet, an arc distance of 136.87 feet, a central angle of 28 20' 15", the chord of which bears S 14 45' 28" W a distance of 135.47 feet, to a point;

thence N 89 24' 40" with new division line through said Greeneco tract a distance of 125.45 feet to a point on the east line of Cedar Cove Condominium, Section Eleven, as recorded in P.B. 143, Pg. 29;

thence Northwestwardly with said east line and the east line of said Cedar Cove Condominium, Section Ten, along a curve to the right having a radius of 550.00 feet, an arc distance of 202.02 feet, a central angle 21 02' 45", the chord of which bears N 10 46' 47" E a distance of 200.89 feet to the point of beginning, containing 0.507 acres, subject to all legal conditions, easements and rights-of-way of record.

This description prepared by McDougall Associates based on a survey made by same. Bearings are based on Tifton Greens Condominium Phase I, Section II, recorded in P.B. 144, Pg. 7.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "eighteen buildings" contained in the first sentence thereof, and substituting therefor the words -- nineteen buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
59	6805 Tifton Green Trail
60	6813 Tifton Green Trail
61	6821 Tifton Green Trail

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit</u> <u>Undivided</u> <u>Designation</u> <u>Interests</u>	<u>Type</u>	<u>Approximate Size</u> <u>(Square Footage)</u>
1	C	2816 1.85
2	B-1	2645 1.74
3	A	2174 1.43
4	C	2816 1.85
5	B	2452 1.61
6	A	2174 1.43
7	C	2816 1.85
8	B	2452 1.61
9	A	2174 1.43
10	A	2174 1.43
11	B	2452 1.61
12	C	2816 1.85
13	C	2816 1.85
14	B	2452 1.61
15	A	2174 1.43
16	C	2816 1.85
17	B	2452 1.61
18	A	2174 1.43
19	D	2461 1.618
20	C	2816 1.85
21	B	2452 1.61
22	A	2174 1.43
23	C	2816 1.85
24	B-1	2645 1.74
25	A	2174 1.43
26	A	2174 1.43
27	B-1	2645 1.74
28	C	2816 1.85

29	D	2461	1.618
30	A	2174	1.43
31	B-1	2645	1.74
32	C	2816	1.85
33	A	2174	1.43
34	D	2461	1.618
35	A	2174	1.43
36	B-1	2645	1.74
37	C	2816	1.85
38	A	2174	1.43
39	B-1	2645	1.74
40	B-1	2645	1.74
41	D	2461	1.618
42	D	2461	1.618
43	B-1	2645	1.74
44	B-1	2645	1.74
45	A	2174	1.43
46	D	2461	1.618
47	B-1	2645	1.74
48	B-1	2645	1.74
49	A	2174	1.43
50	D	2461	1.618
51	B-1	2645	1.74
52	D	2461	1.618
53	D-1	2426	1.59
54	B-1	2645	1.74
55	D	2461	1.618
56	D	2461	1.618
57	B-1	2645	1.74
58	D	2461	1.618
59	D	2461	1.618
60	B-1	2645	1.74
61	A	2174	1.43

TOTALS	152,105	100.00
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E. The Drawings, attached as Exhibits C-1 through C-49, inclusive, to the Declaration, and to the First Amendment through Fourteenth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Fifteenth Amendment as Exhibits C-50 through C-51, relating to Parcel 18 and the Parcel 18 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Fifteenth Amendment on behalf of Parcel 1-17 Owners and on behalf of Parcel 1-17 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 18, and as attorney-in-fact for all other Parcel 1-17 Unit Owners and all Parcel 1-17 Mortgagees, has caused this instrument to be executed on this 23rd day of November, 1993.

Signed and acknowledged
in the presence of:

GREENECO CORP.

Joan M. Stewart

L.B. Luttrell
President

Sharon H. Newcomer

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn J. Delaney, Secretary, of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 23rd day of November, 1993.

Kent J. Martin
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

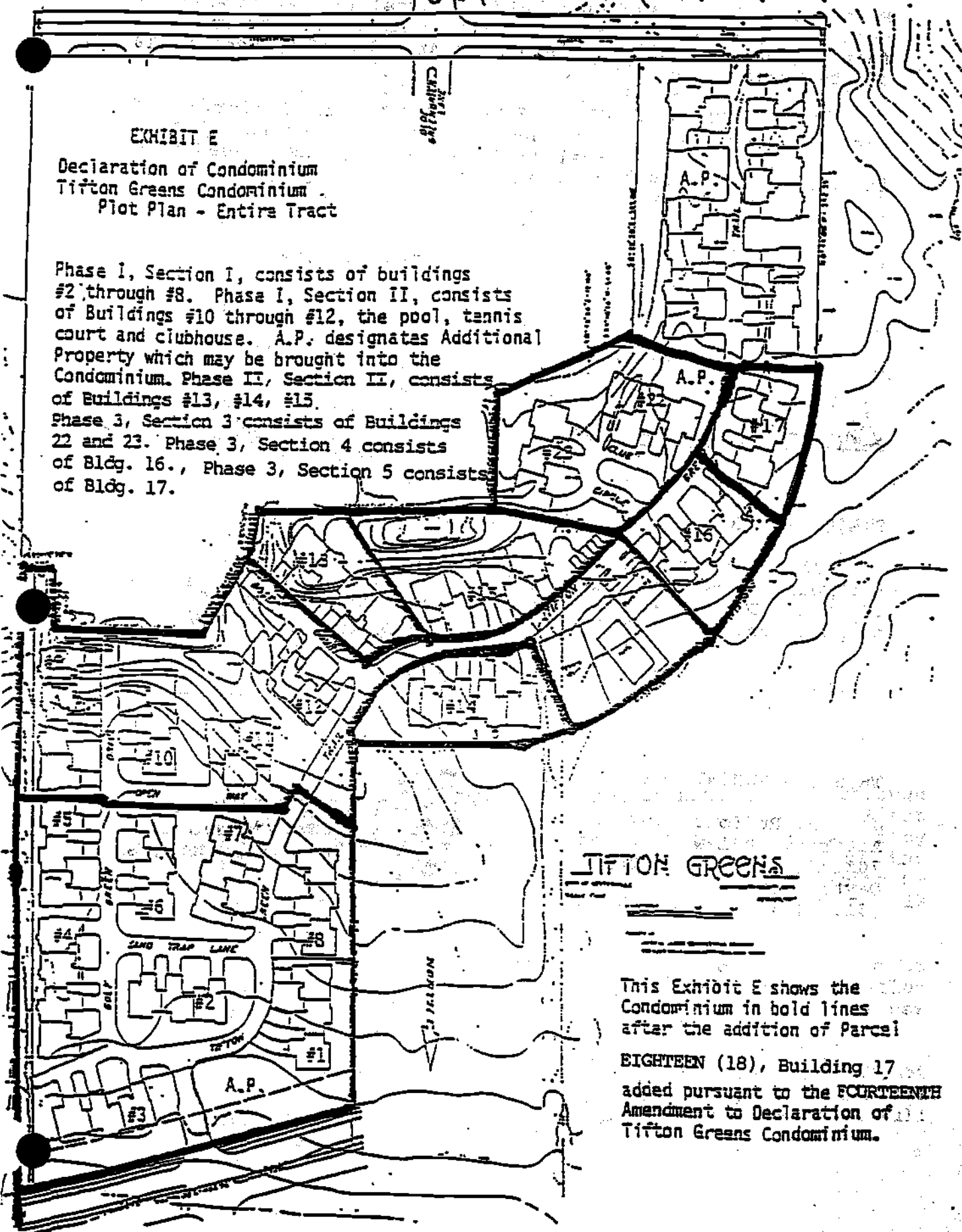


KENT J. MARTIN, Notary Public
In and For the State of Ohio
My Commission Expires Jan. 25, 1997

EXHIBIT E

Declaration of Condominium
Tifton Greens Condominium
Plot Plan - Entire Tract

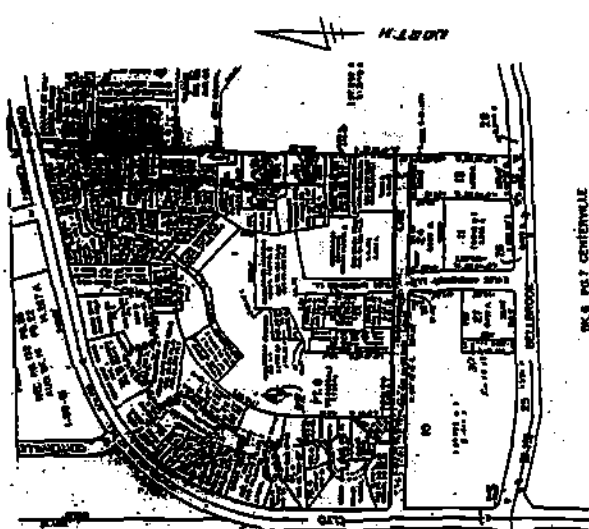
Phase I, Section I, consists of buildings #2 through #8. Phase I, Section II, consists of Buildings #10 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II, consists of Buildings #13, #14, #15. Phase 3, Section 3 consists of Buildings 22 and 23. Phase 3, Section 4 consists of Bldg. 16., Phase 3, Section 5 consists of Bldg. 17.



TIFTON GREENS

This Exhibit E shows the
Condominium in bold lines
after the addition of Parcel
EIGHTEEN (18), Building 17
added pursuant to the FOURTEENTH
Amendment to Declaration of
Tifton Greens Condominium.




Section 20 Town 2 Range 6 Nrs
City of Centerville Montgomery Co Ohio
CAPTAIN J. DEPT. 1122
FORWARDED BY
JAN 1 1912
JAN 1 1912

[illegible]

TO: DIRECTOR, FBI
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]
RE: [REDACTED]

[illegible][illegible][illegible]

Abstract

Phase 5 Section 5

Section 20 Town 2 Range 6 Mrs .
City of Centerville Montgomery Co Ohio

RECEIVED BY
COMMUNICATIONS SECTION
JAN 10 1964
U.S. AIR FORCE

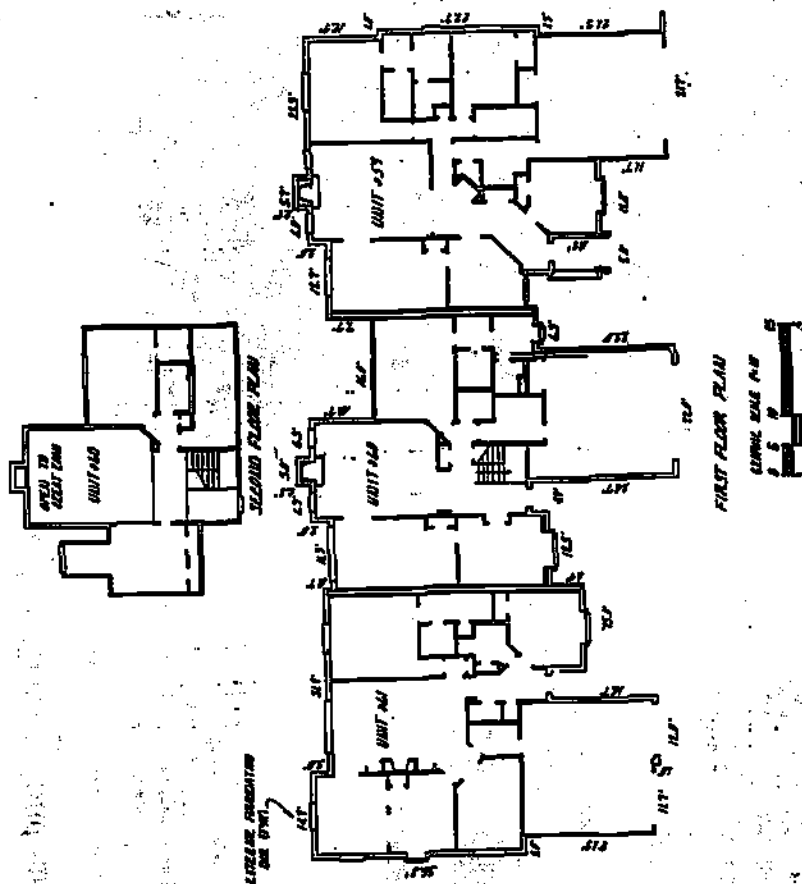


BUICK DING PHOTOGRAPHS
OCTOBER 24, 1993

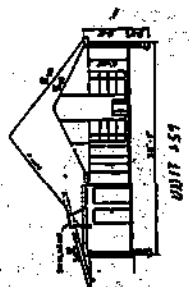
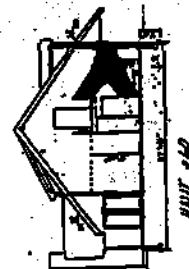
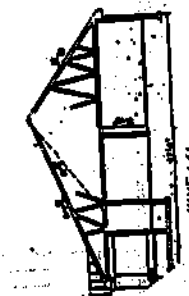


THE GOVERNMENT OF MINISTERS CERTIFY THAT THE ABOVE QUANTITIES

David S. Davidson
 DIRECTOR OF INVESTIGATION
 FEDERAL BUREAU OF INVESTIGATION
 DEPARTMENT OF JUSTICE
 WASHINGTON, D. C. 20535



UNIT #	ADDRESS	R. ELLER	CONCRETE SQ. FT.	GLASS	SQ. FT.	TOTAL UNIT SQ. FT.
59	1800 W. 10TH AVE. S. #101	980.0	194	469	2601	D
60	1403 W. 10TH AVE. S. #101	940.0	211	484	2635	B
61	1403 W. 10TH AVE. S. #101	980.0	148	506	2614	A



C-51

0009746

0009747

0009748

TRANSFERRED

1994 MAY 10 PM 3:37

VICKI D. PEGG
RECORDER

94 MAY 10 PM 3:46

A.J. WAGNER
AUDITOR

Blog 18
SIXTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: MAY 10, 1994

By: A. J. Wagner

PLAT REFERENCE:

Book 156

Pages 38 + 38A

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

DEED

94-0294

B06

SIXTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS SIXTEENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Sixteenth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04
9-15-92	Tenth	92-537C03
9-15-92	Eleventh	92-537C11
12-9-92	Twelfth	92-722C01
8-19-93	Thirteenth	93-523A01
11-5-93	Fourteenth	93-713D01
12-1-93	Fifteenth	93-763D07

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-18 Unit Owners" and Parcel 1-18 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, with parcel 13 being those premises described in Section 3(A) of the Ninth Amendment, with Parcel 14 being those premises described in Section 3(A) of the Eleventh Amendment, with Parcel 15 being those premises described in Section 3 (A) of the Twelfth Amendment, with Parcel 16 being those premises described in Section 3(A) of the Thirteenth Amendment, with Parcel 17 being those premises described in Section 3(A) of the Fourteenth Amendment, with Parcel 18 being those premises described in Section 3(A) of the Fifteenth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 19, together with the buildings and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-18 Unit Owners and Parcel 1-18 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-18 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-18 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 19 together with the Parcel 19 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the

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

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 19 and described as follows:

Parcel 19 (Building 18)

Situate in Section 20, Town 2, Range 6, M.R.s, in the City of Centerville, Montgomery County, Ohio, being part of the land conveyed to Greeneco Corporation, by Deed recorded in Microfiche Number 86-245A06 of the Deed records of Montgomery County, Ohio and being a tract of land more particularly described as follows:

Beginning at the southwest corner of Tifton Greens Condominium, Building 17 as recorded in P.B. 155 Pg. 22 of the plat records of said County, said point also being on the east line of Cedar Cove Condominium, Section 11, as recorded in P. B. 143, Pg. 29;

thence from said point of beginning, S 89° 24' 40" E with the south line of said Tifton Greens Condominium Building 17, a distance of 125.45 feet, to a point;

thence with new division lines through said Greeneco tract, on the following courses:

Southeastwardly along a curve to the left having a radius of 276.73 feet, an arc distance of 6.86 feet, a central angle of 1° 25' 10", the chord of which bears S 00° 07' 15" E a distance of 6.68 feet, to a point;

thence S 00° 49' 50" E a distance of 157.25 feet, to a point;

thence S 89° 10' 10" W a distance of 125.51 feet, to a point on the east line of Cedar Cove Condominium, Section Fourteen, as recorded in P.B. 147, Pg. 19;

Then N 00° 47' 55" W with said east line and the east line of said Cedar Cove Condominium Section Eleven a distance of 157.39 feet, to a point;

thence Northwestwardly with said east line along a curve to the right having a radius of 550.00 feet, an arc distance of 9.82 feet, a central angle of 1° 01' 24", the chord of which bears N 00° 15' 18" W a distance of 9.82 feet, to the point of the beginning, containing 0.477 acres, more or less, subject to all legal conditions, easements and rights-of-way of record.

This description prepared by McDougall Associates based on a survey made by same. Bearings are based on Tifton Greens Condominium Phase I, Section II, recorded in P.B. 144, Pg. 7.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "nineteen buildings" contained in the first sentence thereof, and substituting therefor the words -- twenty buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
62	6837 Tifton Green Trail
63	6845 Tifton Green Trail
64	6853 Tifton Green Trail

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Undivided Designation Interests</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	
1	C	2816	1.77
2	B-1	2645	1.66
3	A	2174	1.36
4	C	2816	1.77
5	B	2452	1.53
6	A	2174	1.36
7	C	2816	1.77
8	B	2452	1.53
9	A	2174	1.36
10	A	2174	1.36
11	B	2452	1.53
12	C	2816	1.77
13	C	2816	1.77
14	B	2452	1.53
15	A	2174	1.36
16	C	2816	1.77
17	B	2452	1.53
18	A	2174	1.36
19	D	2461	1.55
20	C	2816	1.77
21	B	2452	1.53
22	A	2174	1.36
23	C	2816	1.77
24	B-1	2645	1.66
25	A	2174	1.36
26	A	2174	1.36
27	B-1	2645	1.66
28	C	2816	1.77

29	D	2461	1.55
30	A	2174	1.36
31	B-1	2645	1.66
32	C	2816	1.77
33	A	2174	1.36
34	D	2461	1.55
35	A	2174	1.36
36	B-1	2645	1.66
37	C	2816	1.77
38	A	2174	1.36
39	B-1	2645	1.66
40	B-1	2645	1.66
41	D	2461	1.55
42	D	2461	1.55
43	B-1	2645	1.66
44	B-1	2645	1.66
45	A	2174	1.36
46	D	2461	1.55
47	B-1	2645	1.66
48	B-1	2645	1.66
49	A	2174	1.36
50	D	2461	1.55
51	B-1	2645	1.66
52	D	2461	1.55
53	D-1	2426	1.52
54	B-1	2645	1.66
55	D	2461	1.55
56	D	2461	1.55
57	B-1	2645	1.66
58	D	2461	1.55
59	D	2461	1.55
60	B-1	2645	1.66
61	A	2174	1.36
62	D	2461	1.55
63	B-1	2645	1.66
64	A	2174	1.36
TOTALS		159,385	100.00

E. The Drawings, attached as Exhibits C-1 through C-51, inclusive, to the Declaration, and to the First Amendment through Fifteenth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Sixteenth Amendment as Exhibits C-52 through C-53, relating to Parcel 19 and the Parcel 19 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration and the By-Laws, and the

drawings shall be and hereby are declared to remain in full force and effect.

5. Consent to this Sixteenth Amendment on behalf of Parcel 1-18 Owners and on behalf of Parcel 1-18 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 19, and as attorney-in-fact for all other Parcel 1-18 Unit Owners and all Parcel 1-18 Mortgagees, has caused this instrument to be executed on this 17TH day of FEBRUARY, 1994.

Signed and acknowledged
in the presence of:

GREENECO CORP.

Karen W. Lipp

L.B. Luttrell
President

Joan M. Stewart

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn J. Delaney, Secretary, of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 17TH day of FEBRUARY, 1994.



KENT J. MARTIN, Notary Public
in and For the State of Ohio
My Commission Expires Jan. 25, 1997

Kent J. Martin
NOTARY PUBLIC

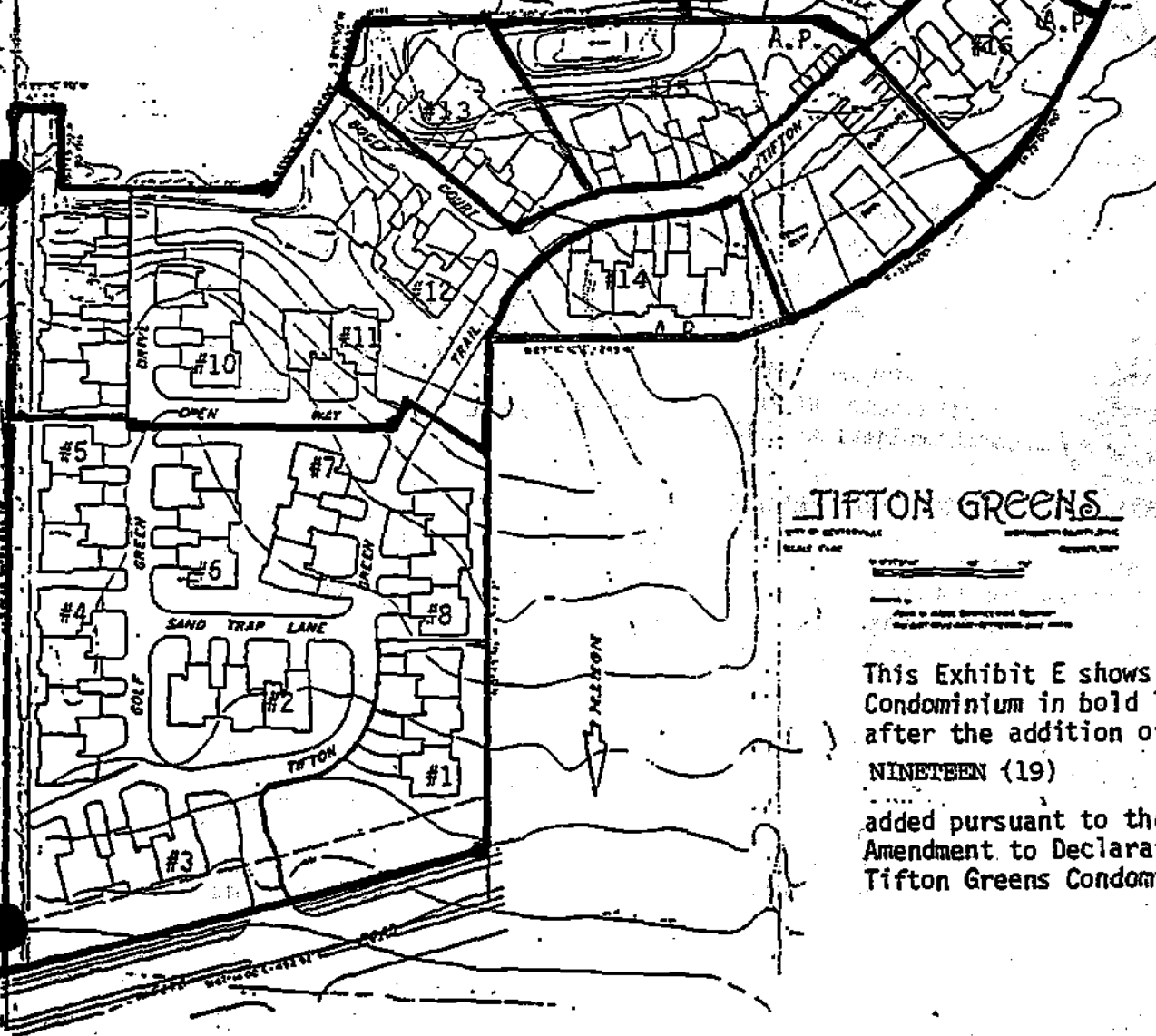
THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #2 through #8. Phase I, Section II, consists of Buildings #10 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II, consists of Buildings #13, #14, #15. Phase III consists of Buildings #22 and #23. Phase III Section IV consists of Bldg. #16, Phase II Section V consists of Bldg. #17, Phase III Section VI consists of Bldg. #18



TIFTON GREENS

1/2000 SCALE

1/2000 SCALE

1/2000 SCALE

This Exhibit E shows the Condominium in bold lines after the addition of Parcel NINETEEN (19)

added pursuant to the SIXTEENTH Amendment to Declaration of Tifton Greens Condominium.

Tifton Greens Condominium

BUILDING 118

Phase 3 Section 2

Section 20 Town 2 Range 6 Nrs
City of Centerville Montgomery Co Ohio

PREPARED BY
MONTGOMERY ASSOCIATES
10000 Montgomery Road
Montgomery, Ohio 45424
DATE: 10/20/93

DECEMBER 1993

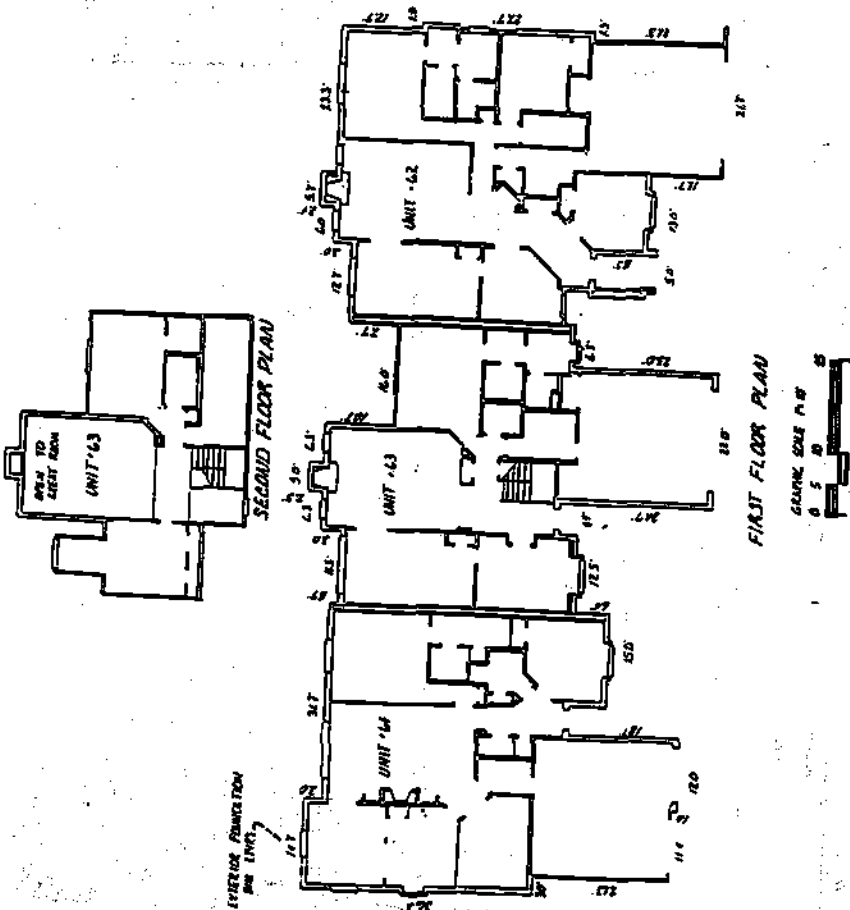


BUILDING PHOTOGRAPH
DECEMBER 3 1993

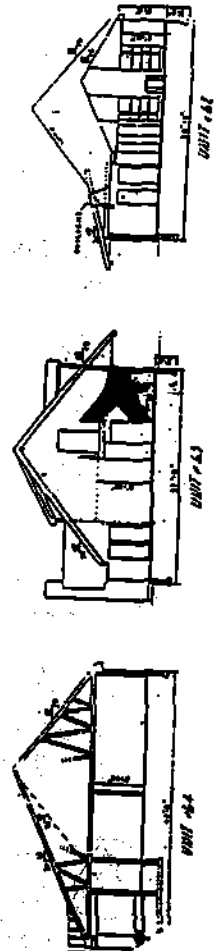
THE UNDERSIGNED OF HEREIN CERTIFY THAT THE
PHOTOGRAPHS ACCURATELY SHOW THE BUILDING
AS CONSTRUCTED



David J. Smith
David J. Smith, P.E.
David J. Smith, P.E.



UNIT #	ADDRESS	R. BLK.	DEVELOPER	BLK. FT.	RANGE	NO. FT.	TOTAL UNIT	UNIT
41	1432 TIFTON GREEN TRL	7700	1770	40	40	40	40	40
42	1432 TIFTON GREEN TRL	7700	1770	40	40	40	40	40
43	1432 TIFTON GREEN TRL	7700	1770	40	40	40	40	40
44	1432 TIFTON GREEN TRL	7700	1770	40	40	40	40	40



C-53

0024156
0024157
0024158

TRANSFERRED
1993 NOV -5 PM 3:12

A.J. WAGNER
AUDITOR

VICKI D. PEGG
RECORDER

93 NOV -5 PM 3:17

MONTGOMERY CO. OHIO
RECORDED

FOURTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

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

MONTGOMERY COUNTY AUDITOR

Dated: Nov. 5, 1993

By:

A. J. Wagner

PLAT REFERENCE:

Book

155

Pages

12 & 12A

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

FOURTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS FOURTEENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Fourteenth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04
9-15-92	Tenth	92-537C03
9-15-92	Eleventh	92-537C11
12-9-92	Twelfth	92-0722C01
8-19-93	Thirteenth	93-0523A01

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-16 Unit Owners" and Parcel 1-16 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, with Parcel 13 being those premises described in Section 3(A) of the Ninth Amendment, with Parcel 14 being those premises described in Section 3(A) of the Eleventh Amendment, with Parcel 15 being those premises described in Section 3(A) of the Twelfth Amendment, with Parcel 16 being those premises described in Section 3(A) of the Thirteenth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 17, together with the buildings and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-16 Unit Owners and Parcel 1-16 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-16 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-16 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 17 together with the Parcel 17 buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "seventeen buildings" contained in the first sentence thereof, and substituting therefor the words -- eighteen buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
56	6773 Tifton Green Trail
57	6781 Tifton Green Trail
58	6789 Tifton Green Trail

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Undivided Designation Interests</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	
1	C	2816	1.9444
2	B-1	2645	1.826
3	A	2174	1.501
4	C	2816	1.9444
5	B	2452	1.693
6	A	2174	1.501
7	C	2816	1.9444
8	B	2452	1.693
9	A	2174	1.501
10	A	2174	1.501
11	B	2452	1.693
12	C	2816	1.9444
13	C	2816	1.9444
14	B	2452	1.693
15	A	2174	1.501
16	C	2816	1.9444
17	B	2452	1.693
18	A	2174	1.501
19	D	2461	1.70
20	C	2816	1.9444
21	B	2452	1.693
22	A	2174	1.501
23	C	2816	1.9444
24	B-1	2645	1.826
25	A	2174	1.501

26	A	2174	1.501
27	B-1	2645	1.826
28	C	2816	1.9444
29	D	2461	1.70
30	A	2174	1.501
31	B-1	2645	1.826
32	C	2816	1.9444
33	A	2174	1.501
34	D	2461	1.70
35	A	2174	1.501
36	B-1	2645	1.826
37	C	2816	1.9444
38	A	2174	1.501
39	B-1	2645	1.826
40	B-1	2645	1.826
41	D	2461	1.70
42	D	2461	1.70
43	B-1	2645	1.826
44	B-1	2645	1.826
45	A	2174	1.501
46	D	2461	1.70
47	B-1	2645	1.826
48	B-1	2645	1.826
49	A	2174	1.501
50	D	2461	1.70
51	B-1	2645	1.826
52	D	2461	1.70
53	D-1	2426	1.675
54	B-1	2645	1.826
55	D	2461	1.70
56	D	2461	1.70
57	B-1	2645	1.826
58	D	2461	1.70

TOTALS	144,825	100.00
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*The designation, type and square footage of Units 42 and 45 were labeled incorrectly in the TWELFTH AMENDMENT. The amended designation, type and square footage are indicated above.

E. The Drawings, attached as Exhibits C-1 through C-47, inclusive, to the Declaration, and to the First Amendment through Thirteenth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Fourteenth Amendment as Exhibits C-48 through C-49, relating to Parcel 17 and the Parcel 17 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting

the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Fourteenth Amendment on behalf of Parcel 1-16 Owners and on behalf of Parcel 1-16 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 17, and as attorney-in-fact for all other Parcel 1-16 Unit Owners and all Parcel 1-16 Mortgagees, has caused this instrument to be executed on this 01 day of November, 1993.

Signed and acknowledged
in the presence of:

GREENECO CORP.

John M. Stewart
John M. Stewart
Karen W. Syx
Karen W. Syx

L. B. Luttrell
President
Kent Martin
Executive Vice President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Kent Martin, Executive Vice President of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 01 day of November, 1993.



KAREN W. SYX, Notary Public
In and for the State of Ohio
My Commission Expires April 27, 1995

Karen W. Syx
NOTARY PUBLIC

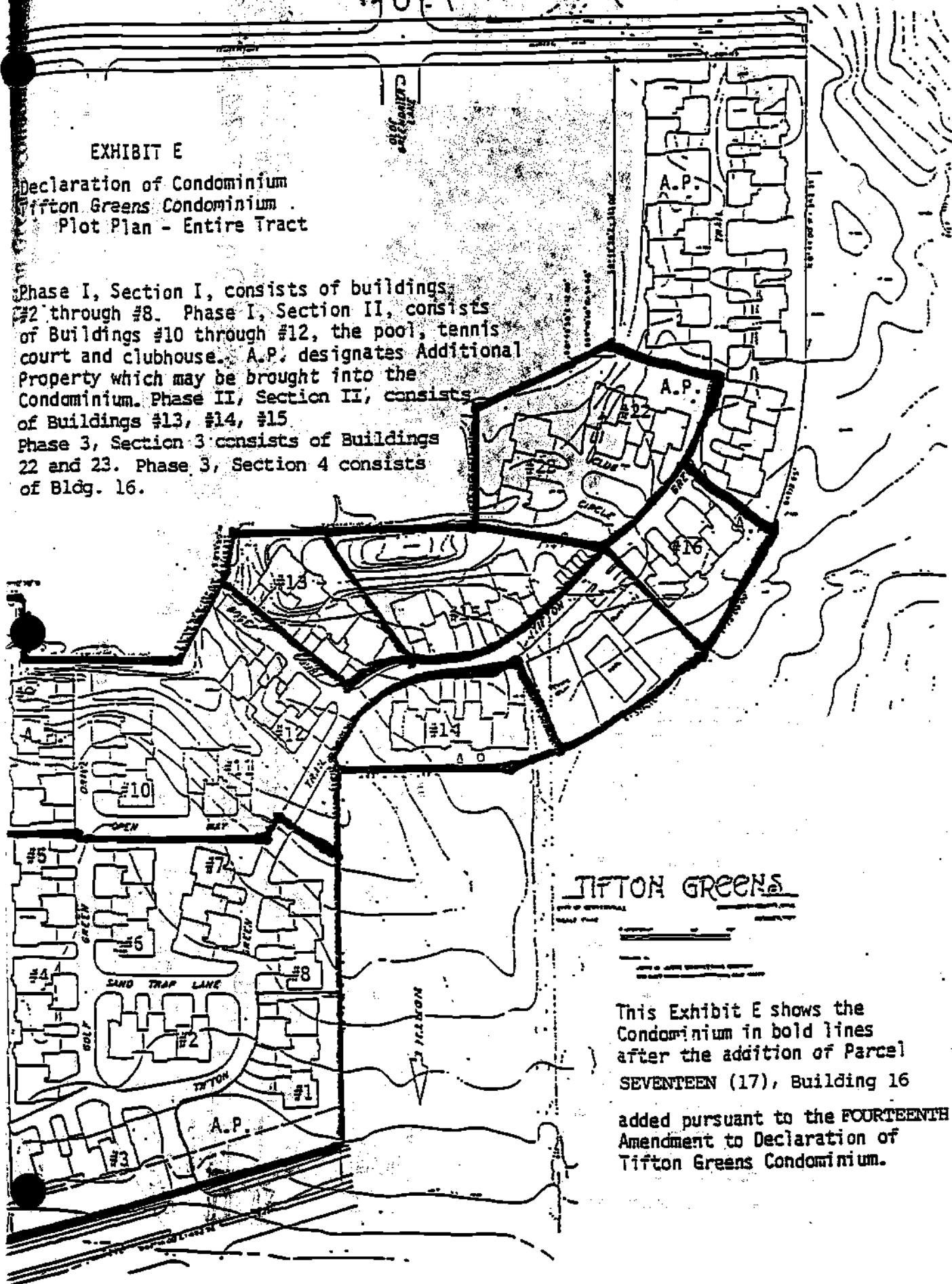
THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

EXHIBIT E

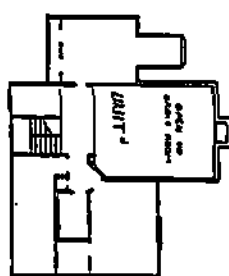
Declaration of Condominium
Tifton Greens Condominium
Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #2 through #8. Phase I, Section II, consists of Buildings #10 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II, consists of Buildings #13, #14, #15. Phase 3, Section 3 consists of Buildings 22 and 23. Phase 3, Section 4 consists of Bldg. 16.

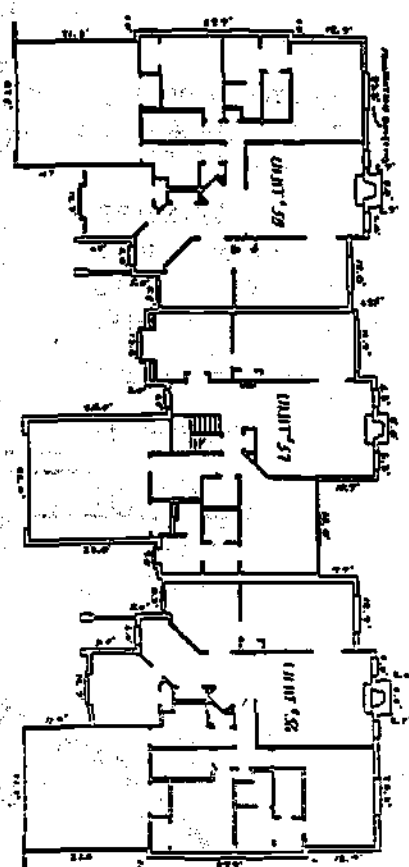


TIFTON GREENS

This Exhibit E shows the
Condominium in bold lines
after the addition of Parcel
SEVENTEEN (17), Building 16
added pursuant to the FOURTEENTH
Amendment to Declaration of
Tifton Greens Condominium.



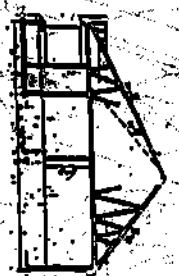
SECOND FLOOR PLAN



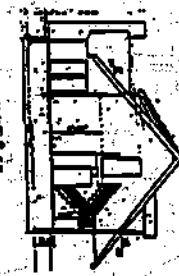
FIRST FLOOR PLAN

UNIT #	ADDRESS	FLOOR	OVERLAP	GARAGE	TOTAL UNIT
1	1711 27TH AVE SW	1712	468		6441
2	1711 27TH AVE SW	1712	468		6441
3	1711 27TH AVE SW	1712	468		6441
4	1711 27TH AVE SW	1712	468		6441
5	1711 27TH AVE SW	1712	468		6441
6	1711 27TH AVE SW	1712	468		6441

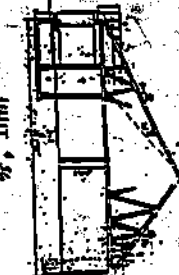
OVERLAP SECTION



UNIT 1



UNIT 2



UNIT 3

C-48



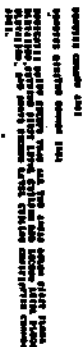
AERIAL PHOTOGRAPH



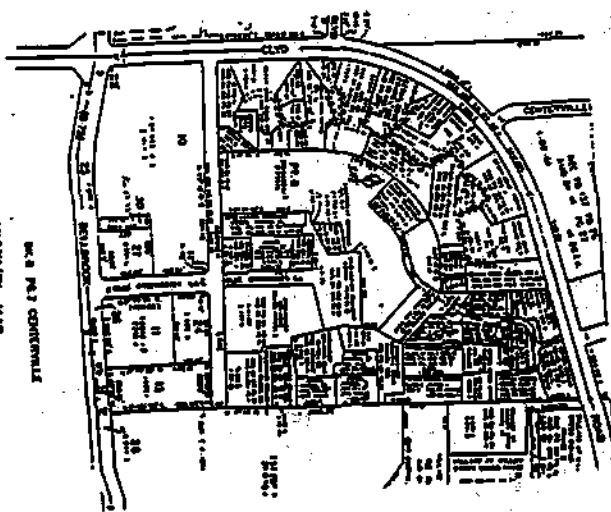
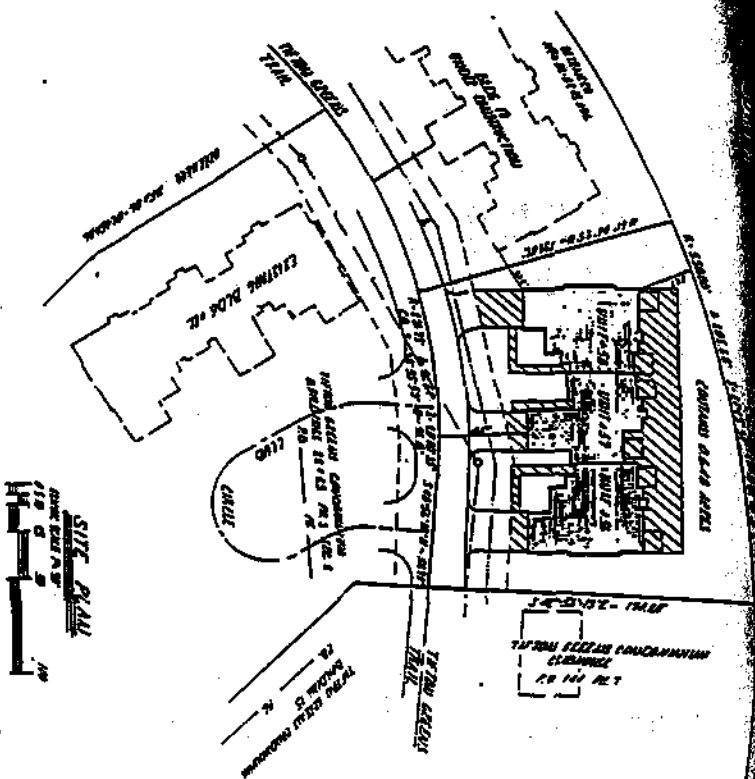
DAVID S. SMITH
REGISTERED PROFESSIONAL ENGINEER
STATE OF OHIO
NO. 12345
EXPIRATION DATE 12/31/2010



BUILDING #
Phase 3 Section 1
Section 20 Van 2 Range 6 hrs
City of Centerville Montgomery Co Ohio
CHANGI 1651 AVE
APPROVED BY
DAVID S. SMITH
REGISTERED PROFESSIONAL ENGINEER
STATE OF OHIO
NO. 12345
EXPIRATION DATE 12/31/2010



THE MILLERSON CASE



WAS NOT CONTINUED
SECURITY AND
CONTINUED AND ARE PRI
TO STATE

Section 20 Town 2 Range 6 N. W. 3
City of Centerville Manufacturing Co Ohio
PATENT 4442 4502

NATIONAL ASSOCIATION
 OF PUBLIC DEFENDERS
 1115 K STREET, N.W.
 WASHINGTON, D.C. 20004
 202/638-2600

[illegible]

Printed by *M. J. L. Jones*
at the *Press of M. J. L. Jones*

WILLIAM H. HARRIS
Principal

DATE OF BIRTH: 1-1-1900 PLACE OF BIRTH: NEW YORK CITY
 SEX: M OCCUPATION: SALES MAN
 MARITAL STATUS: SINGLE
 EDUCATION: HIGH SCHOOL GRAD
 PRESENT ADDRESS: 1000 10TH AVENUE, NEW YORK CITY
 TELEPHONE: 1-234-5678
 SOCIAL SECURITY NUMBER: 1-23-456789
 SIGNATURE: [Signature]
 DATE: 1-1-1950

to the extent of the amount of the loan, and the amount of the loan shall be determined by the Federal Reserve Bank of New York, and the amount of the loan shall be determined by the Federal Reserve Bank of New York.

ENTRUSTED TO THE
DISCRETION OF THE

[illegible]

Ref. Q. D. 101

VICKI D. PEGG
RECORDER
MONT CO OHIO

A. J. WAGNER
MONT.CO AUDITOR
DEC. 01 '93 15:03

3 @ .50
PL FEE#1 1.50

TOTAL 1.50

CASH 2.00
CHANGE .50

B.0920 0001/01

#25964
#25966
DEEDS 132.40
TOTL 132.40
CHECK 132.40
ANITA
DEC.01'93 1
4781 16:5512

RECEIVED COUNTY

0010594
0010595
0010596

TRANSFERRED

1994 MAY 20 AM 10:41

A.J. WAGNER
AUDITOR

5
VICKI D. PEGG
RECORDER

94 MAY 20 AM 10:54

MONTGOMERY CO. OHIO
RECORDED

Bedg 19
SEVENTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

*132.40
L*

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

MONTGOMERY COUNTY AUDITOR

Dated: 5/20/94

By: A.J. Wagner

PLAT REFERENCE: Book 156 Pages 42 + 42A

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556

SEVENTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS SEVENTEENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Seventeenth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04
9-15-92	Tenth	92-537C03
9-15-92	Eleventh	92-537C11
12-9-92	Twelfth	92-722C01
8-19-93	Thirteenth	93-523A01
11-5-93	Fourteenth	93-713D01
12-1-93	Fifteenth	93-763D07
5-10-94	Sixteenth	94-294B06

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

D. The present owners and mortgagees of each Unit for which provision is made in the Declaration and Prior Amendments are hereinafter respectively referred to as "Parcel 1-19 Unit Owners" and Parcel 1-19 Mortgagees," with Parcel 1 being those premises described in Article I and Exhibit A of the Declaration, with Parcel 2 being those premises described in Section 3(A) of the First Amendment, with Parcels 3 and 4 being those premises described in Section 3(A) of the Second Amendment, with Parcels 5 and 6 being those premises described in Section 3(A) of the Third Amendment, with Parcel 7 being those premises described in Section 3(A) of the Fourth Amendment, with Parcel 8 being those premises described in Section 3(A) of the Fifth Amendment, with Parcel 9 being those premises described in Section 3(A) of the Sixth Amendment, and Parcel 10 being those premises described in Section 3(A) of the Seventh Amendment, with Parcels 11 and 12 being those premises described in Section 3(A) of the Eighth Amendment, with parcel 13 being those premises described in Section 3(A) of the Ninth Amendment, with Parcel 14 being those premises described in Section 3(A) of the Eleventh Amendment, with Parcel 15 being those premises described in Section 3 (A) of the Twelfth Amendment, with Parcel 16 being those premises described in Section 3(A) of the Thirteenth Amendment, with Parcel 17 being those premises described in Section 3(A) of the Fourteenth Amendment, with Parcel 18 being those premises described in Section 3(A) of the Fifteenth Amendment, with Parcel 19 being those premises described in Section 3(A) of the Sixteenth Amendment, along with any buildings or any other improvements on the Parcels therein described.

E. The Declarant has determined to submit a certain part of the premises described in Article XVII, Section 4, and Exhibit D of the Declaration, said part being hereinafter referred to as "Parcel 20, together with the buildings and any other improvements thereon constructed and hereinafter described," to the provision 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 Article XVII, Section 18, of the Declaration, the duly appointed and acting attorney-in-fact of each of the Parcel 1-19 Unit Owners and Parcel 1-19 Mortgagees for the purpose of executing, acknowledging, and recording for and in the name of each Parcel 1-19 Unit Owner such amendment to the Declaration as is contemplated by Article XVII thereof, and in the name of each Parcel 1-19 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 20 together with the Parcel 20 buildings and all improvements thereon, all easements,

rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 20 and described as follows:

Parcel 20 (Building 19)

Situate in Section 20, Town 2, Range 6 M.Rs. in the City of Centerville, Montgomery County, Ohio being part of the land conveyed to Greeneco Corporation by deed recorded in Microfiche Number 86-245A06 of the deed records of Montgomery County, Ohio and being a tract of land more particularly described as follows:

Beginning at an iron pin found on the north right-of-way line of Norwich Lane (sixty feet wide) at the southeast corner of Cedar Cove Condominium, Section 2, recorded in Plat Book 142, Page 36 of the plat records of said County;
thence from said point of beginning N 00° 44'40" W with the east line of said Section 2 and the east line of Cedar Cove Condominium, Section 14, recorded in P.B. 147, pg. 19 a distance of 225.20 feet to the southwest corner of Tifton Greens Condominium Building #18, Phase 3, Section 6, recorded in P.B. _____, Pg. _____;
thence N 89°10'10" E with the south line of said Phase 3, Section 6 a distance of 125.51 feet to the centerline of Tifton Green Trail, a private road;
thence S 00° 49'50" E with new division line through said Greeneco Corporation tract a distance of 225.20 feet to the north right-of-way line of Norwich Lane;
thence S 89° 10'10" W with said north right-of-way line a distance of 125.85 feet to the point of beginning, containing 0.650 acres of land, subject to all legal conditions, easements and right-of-way of record.

This description prepared by McDougall Associates based on a survey made by same. Bearings are based on Tifton Greens Condominium, Phase 1, Section 2, recorded in P.B. 144, Pg. 7.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "twenty buildings" contained in the first sentence thereof, and substituting therefor the words -- twenty-one buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
65	6869 Tifton Green Trail
66	6877 Tifton Green Trail
67	6885 Tifton Green Trail
68	6893 Tifton Green Trail

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit</u> <u>Undivided</u> <u>Designation</u> <u>Interests</u>	<u>Type</u>	<u>Approximate Size</u> <u>(Square Footage)</u>	
1	C	2816	1.663
2	B-1	2645	1.562
3	A	2174	1.284
4	C	2816	1.663
5	B	2452	1.448
6	A	2174	1.284
7	C	2816	1.663
8	B	2452	1.448
9	A	2174	1.284
10	A	2174	1.284
11	B	2452	1.448
12	C	2816	1.663
13	C	2816	1.663
14	B	2452	1.448
15	A	2174	1.284
16	C	2816	1.663
17	B	2452	1.448
18	A	2174	1.284
19	D	2461	1.454
20	C	2816	1.663
21	B	2452	1.448
22	A	2174	1.284
23	C	2816	1.663
24	B-1	2645	1.562
25	A	2174	1.284
26	A	2174	1.284
27	B-1	2645	1.562

28	C	2816	1.663
29	D	2461	1.454
30	A	2174	1.284
31	B-1	2645	1.562
32	C	2816	1.663
33	A	2174	1.284
34	D	2461	1.454
35	A	2174	1.284
36	B-1	2645	1.562
37	C	2816	1.663
38	A	2174	1.284
39	B-1	2645	1.562
40	B-1	2645	1.562
41	D	2461	1.454
42	D	2461	1.454
43	B-1	2645	1.562
44	B-1	2645	1.562
45	A	2174	1.284
46	D	2461	1.454
47	B-1	2645	1.562
48	B-1	2645	1.562
49	A	2174	1.284
50	D	2461	1.454
51	B-1	2645	1.562
52	D	2461	1.454
53	D-1	2426	1.433
54	B-1	2645	1.562
55	D	2461	1.454
56	D	2461	1.454
57	B-1	2645	1.562
58	D	2461	1.454
59	D	2461	1.454
60	B-1	2645	1.562
61	A	2174	1.284
62	D	2461	1.454
63	B-1	2645	1.562
64	A	2174	1.284
65	D	2461	1.454
66	B-1	2645	1.562
67	B-1	2645	1.562
68	A	2174	1.284
TOTALS		169.310	100.00

E. The Drawings, attached as Exhibits C-1 through C-53, inclusive, to the Declaration, and to the First Amendment through Sixteenth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Seventeenth Amendment as Exhibits C-54 through C-55, relating to Parcel 20 and the Parcel 20 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting

the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Seventeenth Amendment on behalf of Parcel 1-19 Owners and on behalf of Parcel 1-19 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 20, and as attorney-in-fact for all other Parcel 1-19 Unit Owners and all Parcel 1-19 Mortgagees, has caused this instrument to be executed on this 5TH day of MAY, 1994.

Signed and acknowledged
in the presence of:

GREENECO CORP.

John M. Stewart

L.B. Luttrell
President

Sharon H. Newcomer

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn J. Delaney, Secretary, of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 5TH day of MAY, 1994.

Kent J. Martin
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556



KENT J. MARTIN, Notary Public
in and For the State of Ohio
My Commission Expires Jan. 25, 1997

BUILDING

PHASE 3 SECTION 7

SECTION 20, TOWN 2, RANGE 6 MR.
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO
CONTAINS 61.50 ACRES

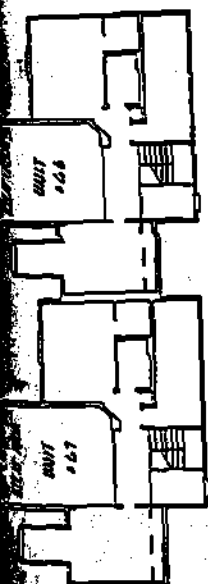
PREPARED BY:
MADDOCK ASSOCIATES
Professional Land Surveyors
4400 MILLER ROAD
ATLANTA, GEORGIA 30346
404-525-1100
APRIL 1994



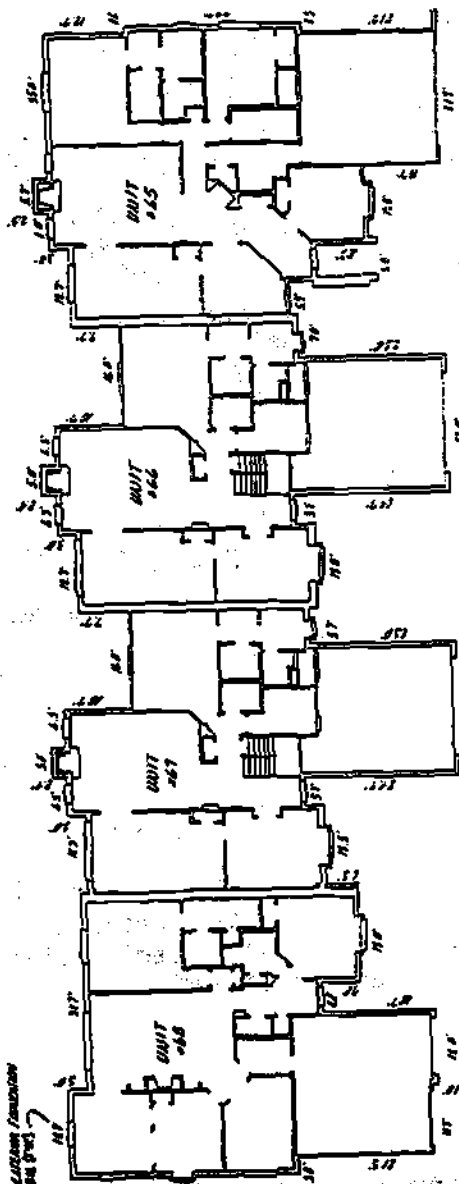
BUILDING PHOTOGRAPHS
MARCH 4, 1994

NOT RECOMMENDED FOR CONSTRUCTION WITHOUT THE SERVICES OF A PROFESSIONAL ENGINEER.

NOT RECOMMENDED FOR CONSTRUCTION WITHOUT THE SERVICES OF A PROFESSIONAL ENGINEER.



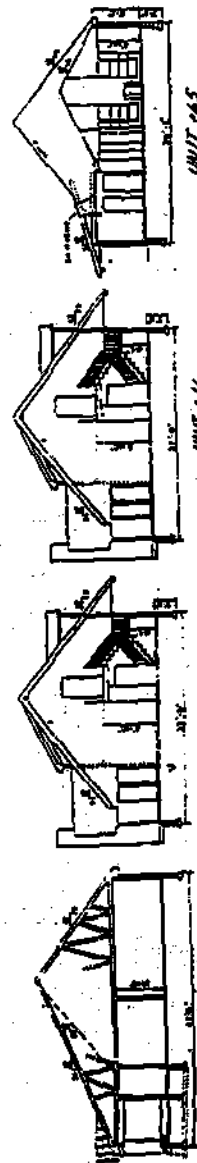
SECOND FLOOR PLAN



FIRST FLOOR PLAN



UNIT #	ACROSS	DEPTH	AREA	PERIMETER	UNIT TYPE
465	14.00	11.00	154.00	50.00	2 BR
466	14.00	11.00	154.00	50.00	2 BR
467	14.00	11.00	154.00	50.00	2 BR
468	14.00	11.00	154.00	50.00	2 BR



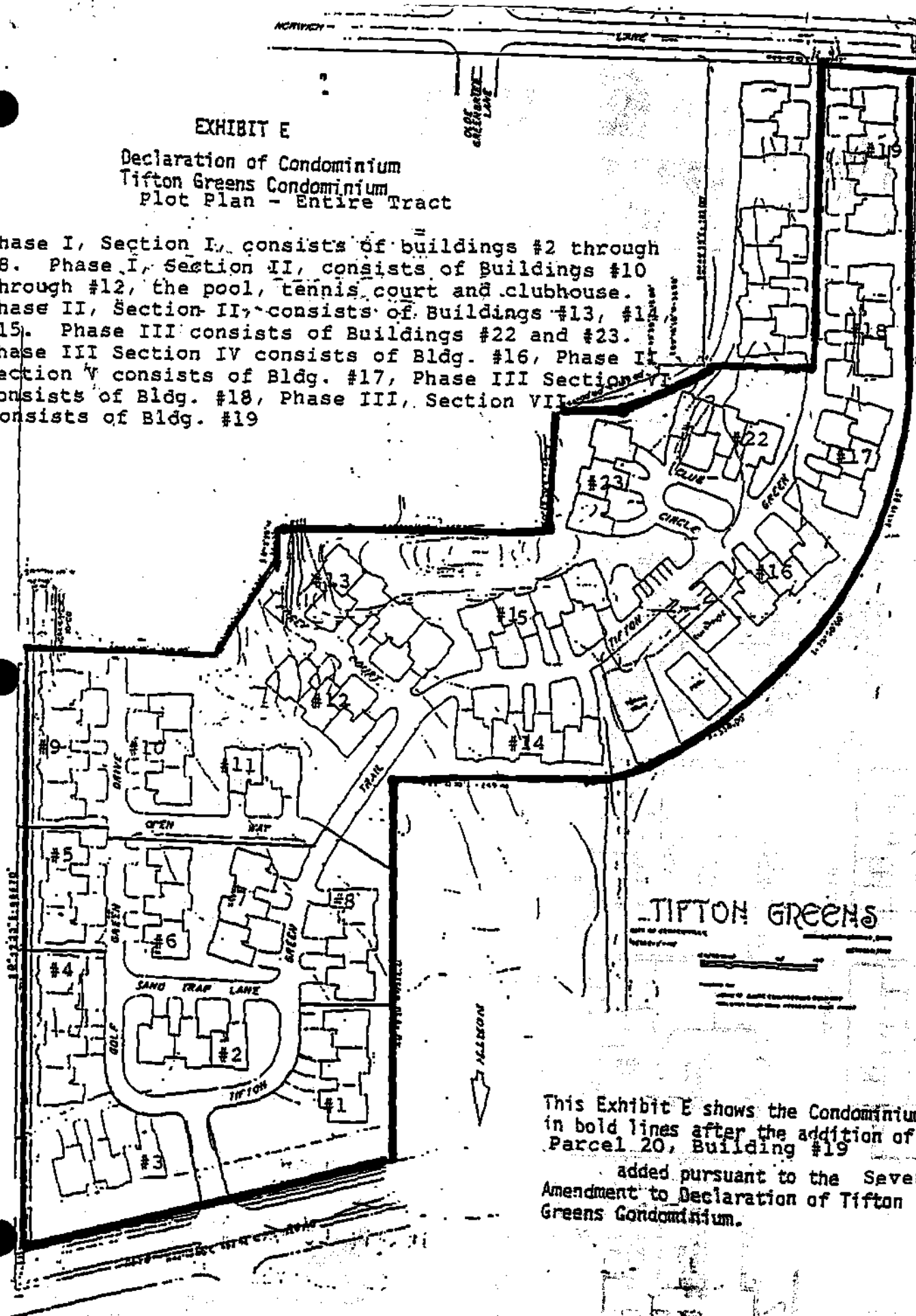
UNIT SECTIONS

Exhibit "C-55"

EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #2 through 8. Phase I, Section II, consists of Buildings #10 through #12, the pool, tennis court and clubhouse. Phase II, Section II, consists of Buildings #13, #14, #15. Phase III consists of Buildings #22 and #23. Phase III Section IV consists of Bldg. #16, Phase I Section V consists of Bldg. #17, Phase III Section VI consists of Bldg. #18, Phase III, Section VII consists of Bldg. #19.



This Exhibit E shows the Condominium in bold lines after the addition of Parcel 20, Building #19 added pursuant to the Seventeenth Amendment to Declaration of Tifton Greens Condominium.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "twenty-one buildings" contained in the first sentence thereof, and substituting therefor the words -- twenty-two buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
69	6840 Tifton Green Trail
70	6848 Tifton Green Trail
71	6856 Tifton Green Trail
72	6864 Tifton Green Trail

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Designation</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	<u>Undivided Interests</u>
1	C	2816	1.57
2	B-1	2645	1.48
3	A	2174	1.212
4	C	2816	1.57
5	B	2452	1.368
6	A	2174	1.212
7	C	2816	1.57
8	B	2452	1.368
9	A	2174	1.212
10	A	2174	1.212
11	B	2452	1.368
12	C	2816	1.57
13	C	2816	1.57
14	B	2452	1.368
15	A	2174	1.212
16	C	2816	1.57
17	B	2452	1.368
18	A	2174	1.212
19	D	2461	1.37
20	C	2816	1.57
21	B	2452	1.368
22	A	2174	1.212
23	C	2816	1.57
24	B-1	2645	1.48
25	A	2174	1.212
26	A	2174	1.212
27	B-1	2645	1.48
28	C	2816	1.57
29	D	2461	1.37

30	A	2174	1.212
31	B-1	2645	1.48
32	C	2816	1.57
33	A	2174	1.212
34	D	2461	1.37
35	A	2174	1.212
36	B-1	2645	1.48
37	C	2816	1.57
38	A	2174	1.212
39	B-1	2645	1.48
40	B-1	2645	1.48
41	D	2461	1.37
42	D	2461	1.37
43	B-1	2645	1.48
44	B-1	2645	1.48
45	A	2174	1.212
46	D	2461	1.37
47	B-1	2645	1.48
48	B-1	2645	1.48
49	A	2174	1.212
50	D	2461	1.37
51	B-1	2645	1.48
52	D	2461	1.37
53	D-1	2426	1.35
54	B-1	2645	1.48
55	D	2461	1.37
56	D	2461	1.37
57	B-1	2645	1.48
58	D	2461	1.37
59	D	2461	1.37
60	B-1	2645	1.48
61	A	2174	1.212
62	D	2461	1.37
63	B-1	2645	1.48
64	A	2174	1.212
65	A	2174	1.212
66	B-1	2645	1.48
67	B-1	2645	1.48
68	A	2174	1.212
70	B-1	2645	1.48
71	B-1	2645	1.48
72	D	2461	1.37
TOTALS		179,235	100.00

E. The Drawings, attached as Exhibits C-1 through C-55, inclusive, to the Declaration, and to the First Amendment through Fifteenth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the Drawings attached to this Eighteenth Amendment as Exhibits C-56 through C-57, relating to Parcel 21 and the Parcel 21 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its

entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Eighteenth Amendment on behalf of Parcel 1-20 Owners and on behalf of Parcel 1-20 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 21, and as attorney-in-fact for all other Parcel 1-20 Unit Owners and all Parcel 1-20 Mortgagees, has caused this instrument to be executed on this 5TH day of May, 1994.

Signed and acknowledged
in the presence of:

GREENECO CORP.

Joan M. Stewart

L.B. Luttrell
President

Sharon H. Newcomer

Carolyn J. Delaney
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn J. Delaney, Secretary, of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 5TH day of May, 1994.

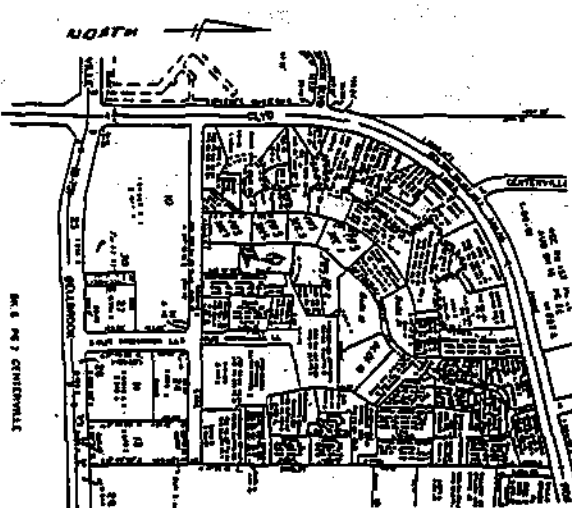
Kurt J. Martin
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556



KEVIN J. MARTIN, Notary Public
In and For the State of Ohio
My Commission Expires Jan. 25, 1997



VICINITY MAP
CINCINNATI, OHIO
NO SCALE

THIS INSTRUMENT IS
TO BE RECORDED IN THE
PUBLIC RECORDS OF THE
COUNTY OF CLAY, MISSOURI
IN BOOK 11, PAGE 111
AND IN THE PUBLIC RECORDS
OF THE COUNTY OF CLAY,
MISSOURI, IN BOOK 11,
PAGE 111.



Exhibit "C-56"

TIFTON GREENS CONDOMINIUM
BUILDING #21
PHASE 3 SECTION 8
SECTION 20, TOWN 2, RANGE 6 NRS
CITY OF CINCINNATI, MONTEGOMERY COUNTY, OHIO
CONTAINS 2.817 ACRES

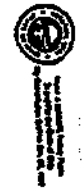
PREPARED BY:
NATIONAL ASSOCIATES
Professional Land Surveyors
and Engineers
1000 North Main
Jefferson, MO 64131
(816) 481-1111

THE UNDERSIGNED, being duly qualified by the laws of the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original record of the same as the same appears in the public records of the County of Clay, Missouri, in Book 11, Page 111.

James M. Dwyer
Surveyor
James M. Dwyer
Surveyor

James M. Dwyer
Surveyor
James M. Dwyer
Surveyor

James M. Dwyer
Surveyor
James M. Dwyer
Surveyor



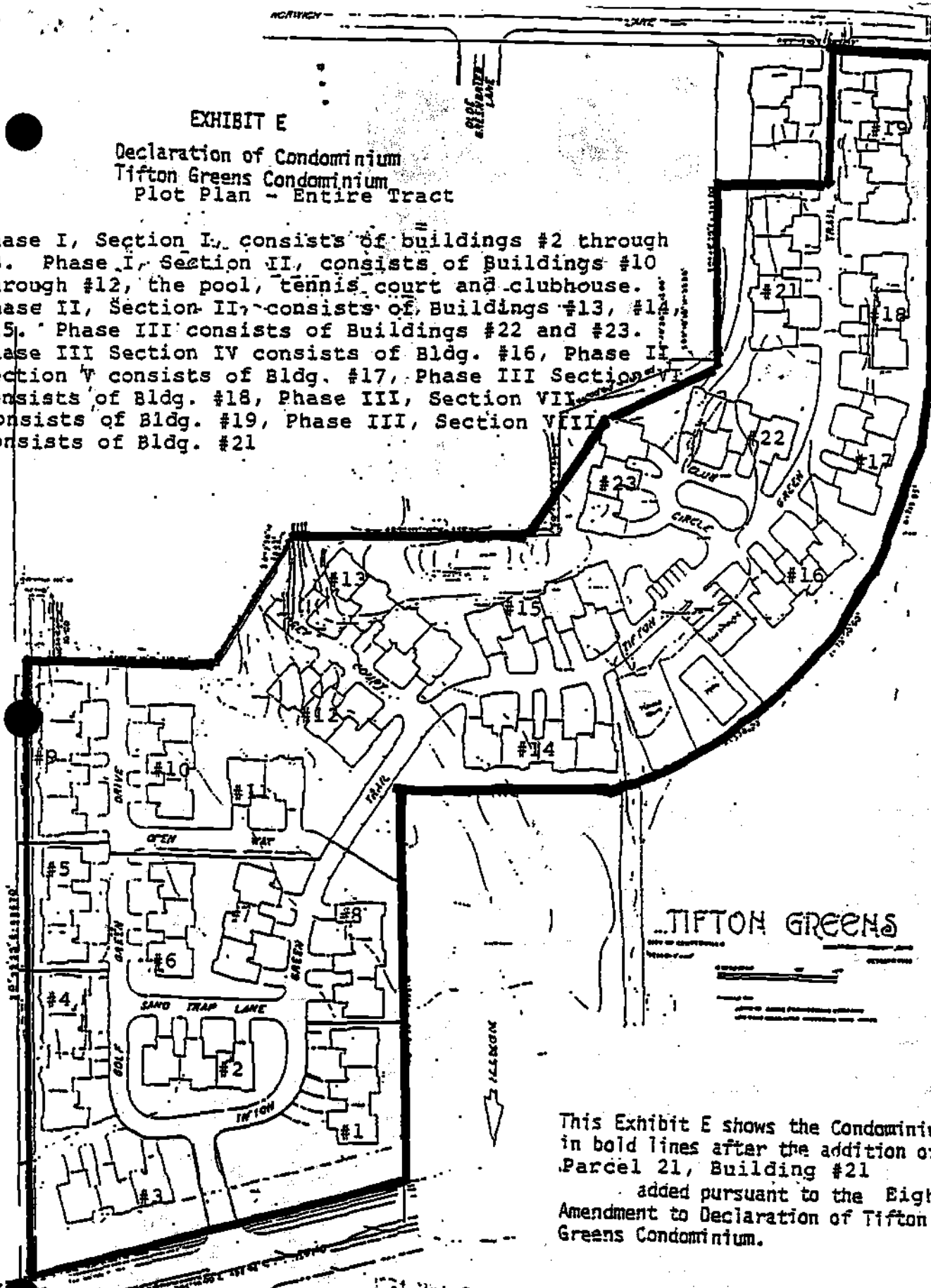
NOTED ON MAY 1, 1971
NOTED ON MAY 1, 1971
NOTED ON MAY 1, 1971

Rea Q. Dwyer
RECORDED
NOTED ON MAY 1, 1971
NOTED ON MAY 1, 1971
NOTED ON MAY 1, 1971

EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #2 through #8. Phase I, Section II, consists of buildings #10 through #12, the pool, tennis court and clubhouse. Phase II, Section II, consists of buildings #13, #14, #15. Phase III consists of buildings #22 and #23. Phase III Section IV consists of Bldg. #16, Phase I Section V consists of Bldg. #17, Phase III Section VI consists of Bldg. #18, Phase III, Section VII consists of Bldg. #19, Phase III, Section VIII consists of Bldg. #21.



This Exhibit E shows the Condominium in bold lines after the addition of Parcel 21, Building 21 added pursuant to the Eighteenth Amendment to Declaration of Tifton Greens Condominium.

THIRTEENTH AMENDMENT TO DECLARATION

FOR

TIFTON GREENS CONDOMINIUM

THIS THIRTEENTH AMENDMENT TO DECLARATION, hereinafter referred to as the "Thirteenth Amendment", made on the date hereinafter set forth by GREENECO CORP., hereinafter referred to in the singular as "Declarant".

RECITALS

A. On January 25, 1988, certain premises located in the City of Centerville, County of Montgomery, and State of Ohio were submitted to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Montgomery County Recorder a legal instrument with attached exhibits titled "Declaration of Condominium Property for Tifton Greens Condominium," hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Montgomery County, Ohio, and was previously filed at Microfiche No. 88-0037A01, et seq., of the deed records of Montgomery County, Ohio.

B. On the dates set forth below, by amendments to the Declaration filed with the Montgomery County Recorder, certain adjacent premises were submitted by Declarant to the provisions of the Declaration and to the provisions of Chapter 5311 for condominium ownership:

<u>Date</u>	<u>Amendment</u>	<u>Deed Reference</u>
3-14-88	First	88-134C08
5-23-88	Second	88-282A01
7-06-88	Third	88-391C07
5-02-89	Fourth	89-228A07
6-06-89	Fifth	89-306A06
2-09-90	Sixth	90-077A02
7-30-90	Seventh	90-403A12
9-16-91	Eighth	91-512B03
6-25-92	Ninth	92-366C04
9-15-92	Tenth	92-537C03
9-15-92	Eleventh	92-537C11
12-9-92	Twelfth	92-0722C01

Said Amendments are hereinafter sometimes referred to as the "Prior Amendments".

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

Owners, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made a part of the Condominium Property.

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

A. The legal description referred to in Article I and Exhibit A of the Declaration is hereby amended by adding thereto the real estate referred to herein as Parcel 15 and described as follows:

Parcel 16 (Buildings 22 & 23)

Situate in Section 20, Town 2, range 6 Mrs. and in the City of Centerville, Montgomery County, Ohio, being part of the lands conveyed to Greeneco Corporation by Deed recorded in ME 86-245A06 of the Deed records of Montgomery County, Ohio, and being a tract of land more particularly described as follows:

Beginning at an iron pin found at the northwest corner of Greenbrier Commons Parcel II as recorded in Plat (Book 104, page 26 of the Plat Records of said County; said iron pin also being on the south line of Tifton Greens Condominium Building 15 as recorded in Plat Book 151 Page 11 and 11A; thence from said place of beginning with the line of said Greenbrier Commons on the following courses:

S 00° 49' 50"E a distance of 149.16 feet to an iron pin;
S 66° 00' 00"W a distance of 145.00 feet to an iron pin;
S 00° 49' 50"E a distance of 12.00 feet to an iron pin;
S 89° 10' 10"W a distance of 56.80 feet to an iron pin; thence with new division lines on the following courses:
N 78° 01' 22"W a distance of 144.92 feet to a point in the centerline of Tifton Greens Trail (private road);
Northeastwardly with said centerline along a curve to the right having a radius of 276.73 feet an arc distance of 205.60 feet, a central angle of 42° 34' 05", the chord of which bears N 27° 39' 07"E a distance of 200.90 feet, to a point;
N 48° 56' 10"E with said centerline a distance of 58.79 feet to a point on the south line of Tifton Greens Condominium Clubhouse as recorded in Plat Book 144 Page 7, thence with the line of said Tifton Greens Condominium Clubhouse and Building 15 on the following courses:

S 42° 56' 13"E a distance of 38.38 feet to an iron pin;
N 89° 10' 10"E a distance of 165.00 feet to the place of beginning, containing 1.346 acres of land, more or less, subject to all legal conditions, easements and rights-of-way of record.

This description prepared by McDougall Associates based on a survey made by same. Bearings are based on Plat book 104 page 26.

B. Article IV, Section 1, Buildings, is hereby amended by deleting the words "fifteen buildings" contained in the first sentence thereof, and substituting therefor the words -- seventeen buildings --.

C. Article V, Section 1, Unit Designations, is hereby amended by adding to the columns therein the following:

<u>Unit Designation</u>	<u>Street Address</u>
50	1120 Club Circle
51	1132 Club Circle
52	1144 Club Circle
53	1156 Club Circle
54	1168 Club Circle
55	1180 Club Circle

D. The "Unit Information Sheet", attached as Exhibit B to the Declaration is hereby amended by deleting the portion entitled "I. Unit Description, Types and Interests" and substituting therefor the following:

I. Unit Description, Types and Interests
(Now in the Condominium)

<u>Unit Undivided Designation Interests</u>	<u>Type</u>	<u>Approximate Size (Square Footage)</u>	
1	C	2816	2.05
2	B-1	2645	1.93
3	A	2174	1.584
4	C	2816	2.05
5	B	2452	1.786
6	A	2174	1.584
7	C	2816	2.05
8	B	2452	1.786

9	A	2174	1.584
10	A	2174	1.584
11	B	2452	1.786
12	C	2816	2.05
13	C	2816	2.05
14	B	2452	1.786
15	A	2174	1.584
16	C	2816	2.05
17	B	2452	1.786
18	A	2174	1.584
19	D	2461	1.793
20	C	2816	2.05
21	B	2452	1.786
22	A	2174	1.584
23	C	2816	2.05
24	B-1	2645	1.93
25	A	2174	1.584
26	A	2174	1.584
27	B-1	2645	1.93
28	C	2816	2.05
29	D	2461	1.793
30	A	2174	1.584
31	B-1	2645	1.93
32	C	2816	2.05
33	A	2174	1.584
34	D	2461	1.793

35	A	2174	1.584
36	B-1	2645	1.93
37	C	2816	2.05
38	A	2174	1.584
39	B-1	2645	1.93
40	B-1	2645	1.93
41	D	2461	1.793
42	A	2174	1.584
43	B-1	2645	1.93
44	B-1	2645	1.93
45	D	2461	1.793
46	D	2461	1.793
47	B-1	2645	1.93
48	B-1	2645	1.93
49	A	2174	1.584
50	D	2461	1.793
51	B-1	2645	1.93
52	D	2461	1.793
53	D-1	2426	1.767
54	B-1	2645	1.93
55	D	2461	1.793
TOTALS		137,258	100.00

E. The Drawings, attached as Exhibits C-1 through C-44, inclusive, to the Declaration, and to the First Amendment through Twelfth Amendment, inclusive, are hereby amended by adding thereto and making a part thereof the

Drawings attached to this Thirteenth Amendment as Exhibits C-45 through C-47, relating to Parcel 16 and the Parcel 16 buildings and all other improvements thereon.

F. The "Plot Plan - Entire Tract," attached as Exhibit E to the Declaration, is hereby amended by deleting the same in its entirety, and substituting therefor the new Exhibit E attached hereto.

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

5. Consent to this Thirteenth Amendment on behalf of Parcel 1-15 Owners and on behalf of Parcel 1-15 Mortgagees is hereby granted by Declarant in its capacity as attorney-in-fact pursuant to the provisions of Article XVII, Section 18 of the Declaration.

IN WITNESS WHEREOF, GREENECO CORP., as Declarant of Parcel 15, and as attorney-in-fact for all other Parcel 1-14, Unit Owners and all Parcel 1-15 Mortgagees, has caused this instrument to be executed on this 13th day of August, 1993.

Signed and acknowledged
in the presence of:

Kenneth Martin
Thomas Speck

GREENECO CORP.

R. J. Little
President
Carolyn Williams
Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

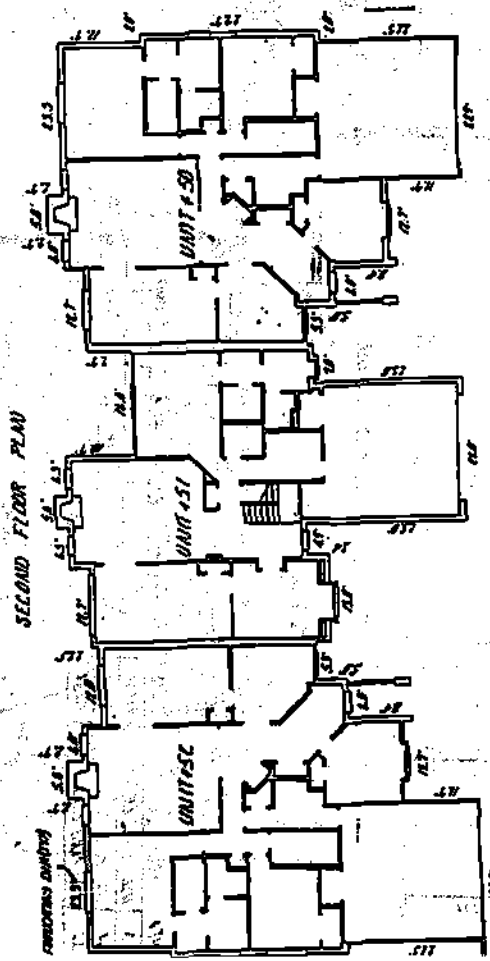
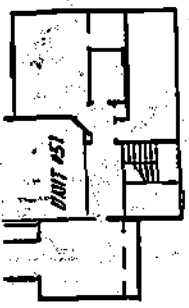
This instrument was acknowledged before me by L.B. Luttrell, President and Carolyn D. Luttrell, Secretary of GREENECO CORP., an Ohio corporation, on behalf of such corporation, this 13 day of August, 1993.

Shelley Franklin

SHELLEY FRANKLIN, Notary Public
In and for the State of Ohio
My Commission Expires 12-31-1995
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

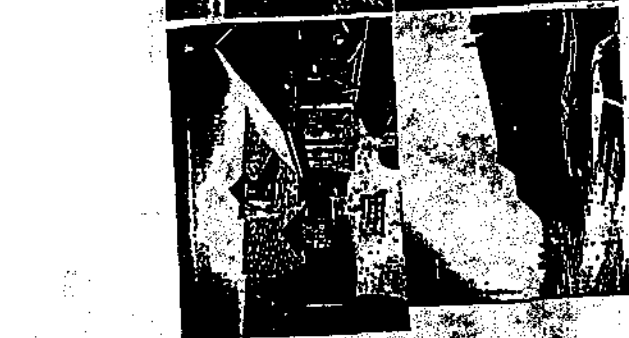
John M. Ruffolo
Attorney at Law
7051 Corporate Way Drive
Dayton, Ohio 45459
(513) 434-3556



SECOND FLOOR PLAN



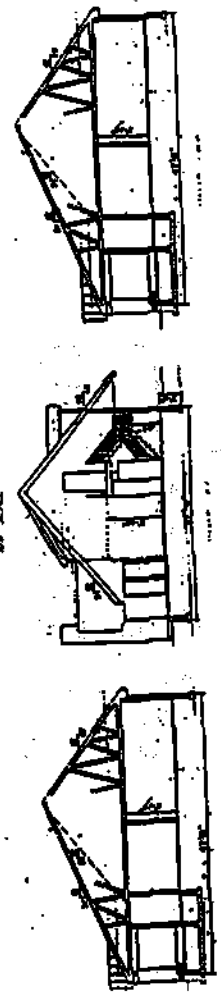
BUILDING 22



BUILDING PHOTOGRAPHS
AUGUST 3, 1973

UNIT	ADDRESS	FLOOR DWELLING (SQ. FT.)	GARAGE (SQ. FT.)	TOTAL UNIT (SQ. FT.)
20	1100 E. 1000 N.	1112	468	1580
21	1100 E. 1000 N.	1112	468	1580
22	1100 E. 1000 N.	1112	468	1580

BUILDING SECTIONS
IN E.A.T.



THE UNDERSIGNED DO HEREBY CERTIFY THAT THE BUILDING DIMENSIONS
RECORDED HEREIN ARE CORRECT AND AS CONSTRUCTED
DAVID M. SCHMIDT
DAVID M. SCHMIDT, REGISTERED PROFESSIONAL ENGINEER
No. 11111
THOMAS M. SCHMIDT, REGISTERED PROFESSIONAL ENGINEER
No. 11111

C-46

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87) 439
13) 973
87) 434
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BUILDINGS

Mr. & Mrs. J. B. Bunde & Mrs.

Section 20 Town 2 Range 6 Nrs
City of Centerville Montgomery Co Ohio

PREPARED BY
HOCKEY & ASSOCIATES
Professional Land Surveyors
304 South Main
Spartanburg, SC 29304
803-535-1177



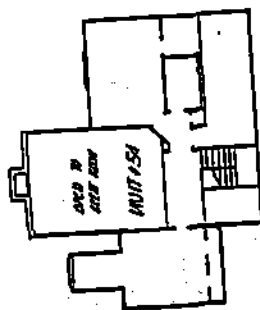
WILDLIFE PHOTOGRAPHS
MAY 5, 1993

RECEIVED
JAN 10 1964
U.S. AIR FORCE
WASHINGTON, D.C.

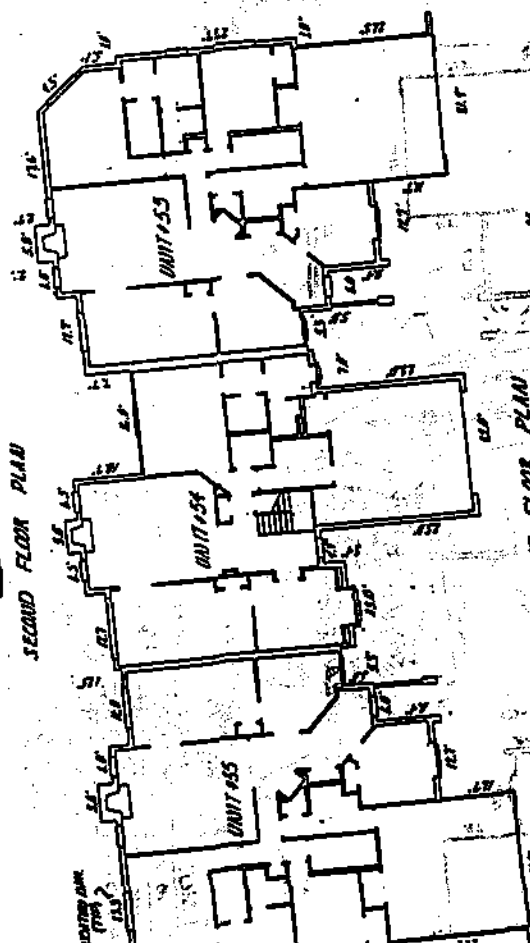
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Section 4

100-475012 (continued)



SECOND FLOOR PLAN

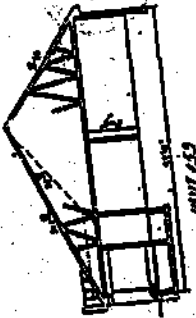
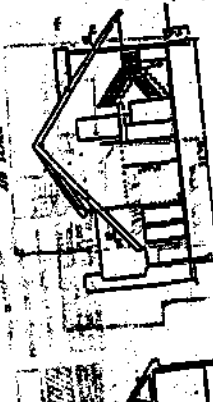


PLAN
FLOOR
10073

57 **WILSON**

NO.	ADDRESS	R. ELEV.	DRILLING (SQFT)	FINISH (SQFT)	TOTAL DRIFT (SQFT)
1	POE CIVIL ENGINE	1953	483	483	0
2	POE CIVIL ENGINE	1951	484	484	0
3	POE CIVIL ENGINE	1952	483	483	0

THE BUILDING SECTIONS

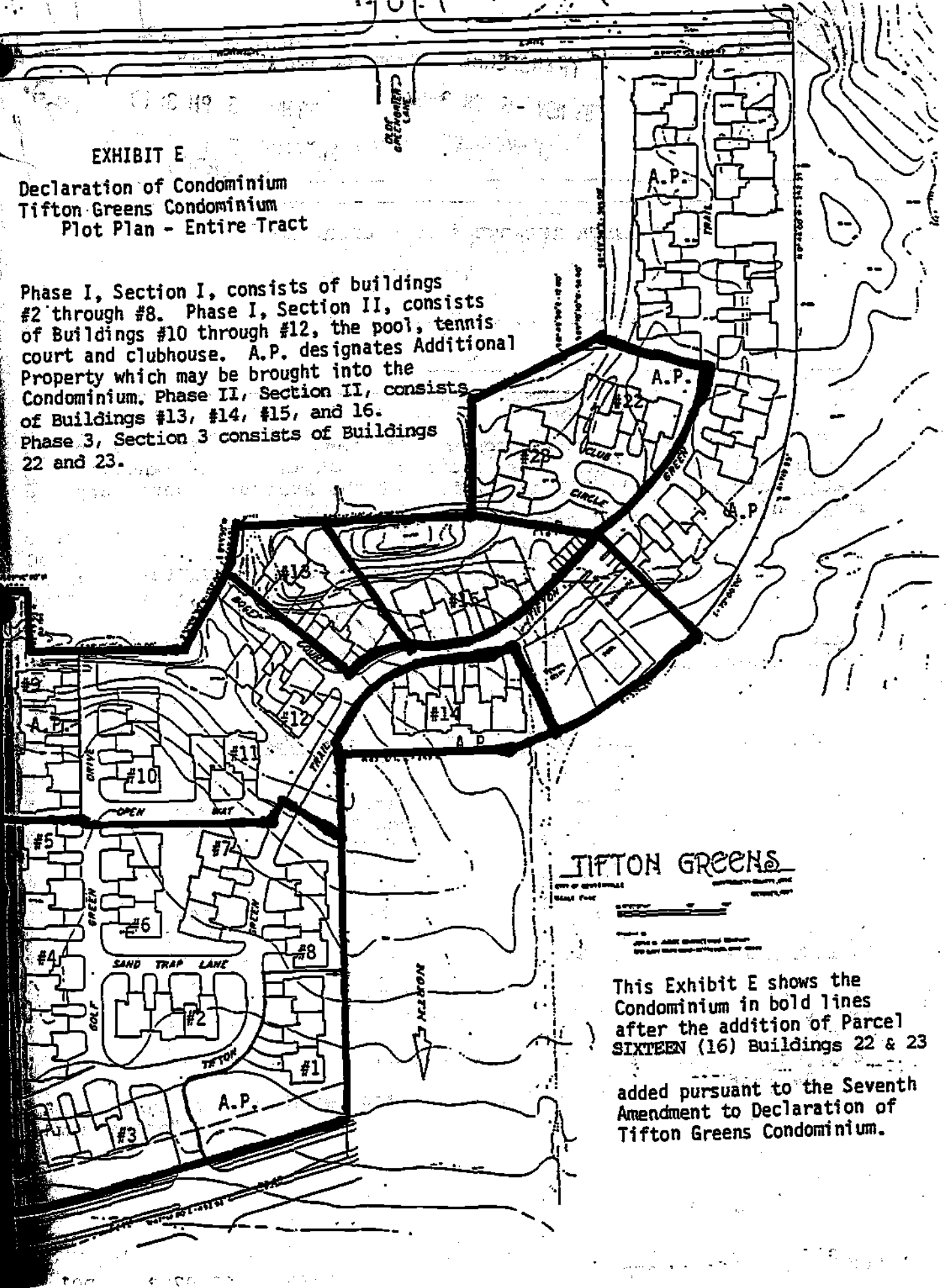


571 1110

EXHIBIT E

Declaration of Condominium Tifton Greens Condominium Plot Plan - Entire Tract

Phase I, Section I, consists of buildings #2 through #8. Phase I, Section II, consists of Buildings #10 through #12, the pool, tennis court and clubhouse. A.P. designates Additional Property which may be brought into the Condominium. Phase II, Section II, consists of Buildings #13, #14, #15, and 16. Phase 3, Section 3 consists of Buildings 22 and 23.



TIFTON GREENS

DATE OF SUBMITTAL: 10/1/81
SCALE: 1" = 40'

PREPARED BY: JAMES H. HARRIS, JR.
1000 N. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304

This Exhibit E shows the Condominium in bold lines after the addition of Parcel SIXTEEN (16) Buildings 22 & 23

added pursuant to the Seventh Amendment to Declaration of Tifton Greens Condominium.