#### THE RAVINES AT TIMBER'S EDGE CONDOMINIUM

#### DISCLOSURE STATEMENT

THIS STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 5311.26 OF THE OHIO REVISED CODE; IT IS A SUMMARY OF THE MATERIAL CIRCUMSTANCES AFFECTING THE RAVINES AT TIMBER'S EDGE CONDOMINIUM. THIS IS NOT INTENDED TO BE A COMPLETE STATEMENT OF ALL PROVISIONS CONTAINED IN THE CONDOMINIUM INSTRUMENTS WHICH ESTABLISH OWNERSHIP OF OR EXERT CONTROL OVER THE RAVINES AT TIMBER'S EDGE CONDOMINIUM OR AN INDIVIDUAL UNIT THEREIN. FOR A COMPLETE DESCRIPTION OF ALL COVENANTS, CONDITIONS, RESTRICTIONS AND PROVISIONS APPLICABLE TO THE RAVINES AT TIMBER'S EDGE CONDOMINIUM, REFERENCE MUST BE MADE TO THE FULL TEXT OF THOSE DOCUMENTS.

The Developer of
The Ravines At Timber's Edge Condominium
is
Ravines at Timber's Edge, Ltd.
3532 Irwin-Simpson Road, Suite 45
Mason, Ohio 45040
(513) 336-8765

This Document was prepared by

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# TABLE OF CONTENTS

	Page
1.	General Description of The Ravines At Timber's Edge Condominium
2.	Zoning; Status of Construction; and Compliance with Governmental Regulations 4
3.	Financing
4.	Warranties
5.	Projection of Annual Operation and Maintenance Expenses; Condominium
4191	Assessments; Taxes and Assessments
6.	Ownership of Common Areas and Facilities
7.	Operation of Unit Owners' Association
8.	Insurance
9.	Maintenance and Repair of Units and Common Areas and Facilities 14
10.	Management of the Condominium
11.	Amendments to Condominium Documents
12.	Right of Rescission and Other Rights of Purchaser
13.	Reserve Fund
14.	Easements, Liens and Other Items Affecting Title to Units and the
	Condominium Property
15.	Escrow for Deposit of Down Payment
16.	Restraints on Sale, Leasing and Use of Any Part of the Condominium
	Property
17.	Enforcement of Covenants
18.	Litigation Affecting the Condominium Development
19.	Limits on Developer's Liability
20.	Reference to Other Condominium Documents

## **EXHIBITS**

Exhibit A	Initial Offering Prices
Exhibit B	Limited Warranty Form
Exhibit C	Projection of Annual Operation and Maintenance Expenses
Exhibit D	Percentage Ownership In Common Areas and Facilities
Exhibit E	Management Contract
Exhibit F	Purchaser's Rights
Exhibit G	Roadway Declaration

#### 1. General Description of The Ravines At Timber's Edge Condominium

The Ravines At Timber's Edge Condominium (the "Condominium") is a residential development located in City of Mason, Warren County, Ohio. The owner and Developer of the Condominium is Ravines at Timber's Edge, Ltd., an Ohio limited liability company with its principal offices located at 3532 Irwin-Simpson Road, Suite 45, Mason, Ohio 45040 (the "Developer"). Equity Concepts Construction of 3532 Irwin-Simpson Road, Suite 45, Mason, Ohio 45040 is the general contractor who will build the Condominium.

The Declaration of Condominium Ownership for The Ravines At Timber's Edge Condominium (the "Declaration"), the Articles of Incorporation of The Ravines At Timber's Edge Condominium Owners' Association, Inc. (the "Articles"), the Bylaws of The Ravines At Timber's Edge Condominium Owners' Association, Inc. (the "Bylaws"), all drawings (the "Drawings"), plans and other exhibits to the Declaration, the purchase contract for the purchase of a Unit in the Condominium and all exhibits thereto (the "Purchase Contract") are (or will be after the recording of the Declaration in the Warren County Recorder's Office) legal documents binding on all owners, mortgagees and/or occupants of any Unit in the Condominium and on any other party now or hereafter having any interest in the Condominium. The Rules and Regulations to be adopted by The Ravines At Timber's Edge Condominium Owners' Association, Inc. (the "Rules and Regulations") will be binding upon all occupants of Units and all members of the Association.

The Developer initially plans to submit the Recreational Facilities (as hereinafter defined) and sixteen (16) residential Units ("Units"), together with the appurtenant percentages of interest in the Common Areas and Facilities (as hereinafter defined) of the Condominium, to the condominium form of property ownership under the provisions of Chapter 5311 of the Ohio Revised Code and pursuant to the provisions of the Declaration and Bylaws. The Condominium Property means the land submitted to the form of condominium ownership pursuant to Chapter 5311 of the Ohio Revised Code, and all buildings, improvements and structures on the land, and all easements, rights and appurtenances belonging to the land. The Condominium Property consists generally of the Recreational Facilities, the Units and the Common Areas and Facilities.

The Developer initially intends on constructing four (4) types of Units on the Condominium Property. Model type "Villa" Units consist of a kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level. Model type "Chateau" Units consist of a kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath. Model type "Abbey" Units consist of a kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level. Model type "Canterbury" Units consist of a kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with an additional third room or den. All of the Units will be heated by individual gas furnaces and cooled by individual electric air conditioners. The Developer reserves the right to modify the existing Unit types and/or create additional Unit types. Any Units built on the Additional Property (as hereinafter defined) and added to the Condominium Property shall be consistent with the above-described Units in structure, type and quality of construction.

The residential buildings, whether in the initial stage or subsequent stages, will be built in quadroplex style, so that the front of each Unit in a building faces in a different direction, and so that the garage spaces in each building adjoin at the center of the building, reducing noise sources between adjoining Units. These buildings will all be of traditional style architecture, and will be of wood frame construction, on concrete slabs, with stone or brick and wood siding, and with fiberglass shingle roofs. Each Unit will feature a private exterior entrance, an attached screened porch or concrete patio, an attached two-car garage, and an exterior parking area immediately in front of the garage serving that Unit. The Clubhouse will be of similar architectural style and built of similar materials as the residential buildings.

The boundaries for each Unit are the underside of any interior finished surface and the top side of any interior unfinished surface of the floor of the Unit; the underside of the finished surface or, if unfinished, the interior surface of any perimeter wall of the Unit; and the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit; with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to any such Unit. Windows and doors in the perimeter walls, floors or ceilings are part of the Unit. Supporting walls, fixtures and other parts of the building that are within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property are not part of the Unit.

The "Common Areas and Facilities" consist of all land and all rights and easements benefitting the land and all other areas, facilities, places and structures that are not part of a Unit, including, but not limited to foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, stairs, stairways, fire escapes, entrances and exits of buildings, yards, gardens, parking areas, driveways, roadways, garage spaces, landscaping, storage spaces located outside of the Units, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use, patios, porches, privacy fences, Recreational Facilities, and all parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, all of which collectively is one freehold estate owned in common by all of the Unit Owners.

Included in the Common Areas and Facilities, but restricted to the exclusive use of the designated owners of the Units which are assigned thereto, to the exclusion of other Unit Owners, are certain Limited Common Areas and Facilities (the "Limited Common Areas and Facilities"), which include without limitation all patios, porches, storage spaces located outside of the Units, privacy fences, garage spaces and any parking spaces which are designated as Limited Common Areas and Facilities in the Drawings attached to the Declaration as being solely for the use of one Unit to the exclusion of other Units or pursuant to Rules and Regulations adopted by the Association, as well as any electrical, plumbing, utility lines and pipes and other connections or fixtures which are a part of or are located in the Common Areas and Facilities but which are entirely for the benefit of or which serve one Unit.

An attached two-car garage is assigned to each Unit Owner by deed. In addition, two parking spaces will be assigned to each Unit for guests or additional parking. All garages will be Limited Common Areas and will be designated as such on the Drawings attached to the Declaration as being solely for the use of one Unit.

The Developer is constructing certain common recreational facilities, including a swimming pool, clubhouse, shuffle board and putting green (as hereinbefore and hereinafter referred to as the "Recreational Facilities") on part of the Condominium Property, which shall be part of the Common Areas and Facilities. Upon completion of construction of these Recreational Facilities, the Unit Owners shall have the privilege of using these Recreational Facilities and each Unit Owner's condominium shall include its pro rata share of the maintenance of such Recreational Facilities.

The Units are being offered for sale on a fee simple ownership basis. The initial offering prices for the Units currently being offered for sale are stated in Exhibit A hereto. The prices may be changed by the Developer at any time without notice. The exact locations together with the particulars of the buildings and other improvements upon the Condominium Property and the layout, location, designation, dimensions, area, and number of rooms in each of the Units, the Common Areas and Facilities and the Limited Common Areas and Facilities will be shown graphically in greater detail on the Drawings attached to the Declaration.

The Developer has reserved the right under the Declaration for itself and for its successors and assigns to add to the Condominium Property at any time prior to the date which is seven (7) years from the date of recording of the Declaration, renewable for an additional seven-year period with the consent of the majority of Unit Owners other than the Developer, additional residential Units and other improvements that may be built and/or improved on the additional property described in the Declaration (hereinbefore and hereinafter referred to as the "Additional Property"). The Developer has no obligation to add any land, additional residential Units, or other improvements to the Condominium Property. If the Developer decides to add such Units in the future, the Units will be of a quality of construction substantially similar to the construction of the Units initially constructed in the Condominium. If the Developer submits additional residential Units, the total number of residential Units that could be included in the Condominium if all of the Additional Property were fully developed and added to the Condominium is sixty (60) Units.

There are no limitations on the boundaries or legal descriptions for any parts of the Additional Property which could be added to the Condominium, nor are there any limitations in the order in which any such parts may be submitted to the Declaration. The Developer may add residential Units, the Common Areas and Facilities appurtenant thereto and other improvements to the Condominium if the Developer determines to do so in its sole and absolute discretion. No more than 6.49 Units per acre shall be constructed or created on any portion of the Additional Property which is added to the Condominium. No Units used for anything other than residential purposes (except Units used temporarily by the Developer as models, sale offices, construction

offices, or for storage or construction purposes) may be constructed on any part of the Additional Property which is added to the Condominium. In addition, only zoning regulations could restrict the location or type of improvements that could be constructed on the Additional Property if the Developer elects not to submit such land to the Declaration.

The conveyance of the Developer's entire interest in the Condominium Property and the Additional Property shall be deemed to be an assignment of all the Developer's rights under the Declaration unless a contrary intention is expressly stated in the instrument of conveyance.

## 2. Zoning: Status of Construction; and Compliance with Governmental Regulations.

At the time Developer applied for and obtained a building permit for the development of the Condominium Property, the Condominium Property and a portion of the Additional Property were zoned B-2 under the Warren County Rural Zoning Resolution; however the Condominium Property and Additional Property have since been annexed into the City of Mason pursuant to Ordinance No. 97-121, Accepting Annexation on Application of the Owner of Certain Property Containing 834.005 Acres Located in Deerfield Township To The City of Mason, Ohio (Kings Island), dated October 13, 1997. Upon the annexation of the Condominium Property and the Additional Property the zoning classification, by operation of law under Section 1145.07 of the Codified Ordinances of Mason, Ohio, changed to R-1 Single-Family under Chapter 1147 of the Codified Ordinances of Mason, Ohio which zoning does not provide for the development of Developer has filed an Application for Approval of Re-Zoning of the Condominium Property and the Additional Property from R-1 Single-Family Residential to R-6 Condominium. Developer has complied with all federal, state and local statutes and regulations affecting the Condominium enabling it to develop the Condominium Property and the Additional Property as a condominium, thereby being classified as a "nonconforming use" under Chapter 1173 of the Codified Ordinances of Mason, Ohio. Provided the Planning Commission approves the re-zoning of the Condominium Property and the Additional Property from R-1 Single-Family Residential to R-6 Condominium, then such property will no longer be classified as a "nonconforming use" but Developer will need to obtain certain setback variances in order to comply with the R-6 Condominium zoning requirements.

The Developer has commenced construction of sixteen (16) Units in four (4) buildings and completion of the first sixteen (16) Units in (4) buildings should occur in May, 1998, at which time the Developer will cause it to be submitted to the Condominium. The Developer has commenced construction of an additional sixteen (16) Units in four (4) buildings and completion of construction of these sixteen (16) Units in four (4) buildings should occur in July, 1998. Additionally, the Developer contemplates that the construction of the Recreational Facilities are likely to be substantially completed by March, 1998, at which time the Developer will cause it to be submitted to the Condominium. The foregoing represents the Developer's estimates based on current schedules and market conditions. The Developer does not, however, warrant its construction schedule, which may be modified without notice.

#### 3. Financing.

The Developer is not presently offering and has not offered any financing plan for the purchase of Units in the Condominium. Any purchaser of a Unit may seek financing for the acquisition of such Unit from any lending institution of his or her choice. The rates and terms of such financing are available from individual lending institutions. The Declaration and Bylaws have been drafted, taking into consideration the current underwriting requirements of Federal National Mortgage Association and of Federal Home Loan Mortgage Corporation relating to condominium units and have incorporated several of said requirements therein such as giving to mortgagees certain approval rights regarding the operation of the Condominium. For this purpose certain approval rights regarding operation of the Condominium have been granted to mortgagees. The Developer cannot guarantee that such insurance or secondary market purchasers will be available, but the Developer does have the right under the Declaration to amend it in any way necessary to meet the requirements of such insurers and purchasers without the consent of the Unit Owners.

#### 4. Warranties.

At the closing of each purchase of a Unit in the Condominium, the Developer shall give the purchaser of that Unit a written Limited Warranty in the form attached as Exhibit B hereto and made a part hereof.

# 5. <u>Projection of Annual Operation and Maintenance Expenses; Condominium Assessments; Taxes and Assessments.</u>

The table in Exhibit C, attached hereto and made a part hereof, shows the Developer's projections for a two-year period of the necessary expenditures for the operation and maintenance of the Common Areas and Facilities of the Condominium both on a total basis for the entire project and on an average per Unit basis. The Developer's projections were prepared by the Developer and are based on the assumption that the actual operating expenses of the Condominium will be similar to the operating expenses of other condominium communities within the general geographic area of the Condominium.

Each Unit's share of the above common expenses listed in Exhibit C for the 1998 and 1999 fiscal year is determined by multiplying the total of expenses in any category by the Unit's proposed percentage of interest in the Common Areas and Facilities after the completion and submission to the Condominium Property of sixty (60) Units. The actual income and expenses may vary depending on actual sales. Until the earlier of two (2) years from the date of recordation of the Declaration or the date at which an aggregate of thirty (30) Units have been submitted to the Condominium Property, the Developer agrees to subsidize the monthly assessment in an amount that actual expenses for the Common Areas and Facilities exceed actual income produced from assessments as established by Exhibit C. When the Developer's obligation to subsidize the monthly assessment, as set forth above, expires, the monthly assessment for each

Unit may be adjusted accordingly to reflect the Unit's share of common expenses as determined by multiplying the total of expenses by that Unit's percentage of interest in the Common Areas and Facilities, as hereinbelow defined.

In addition to each Unit Owner being responsible to pay his share of the common expenses, each Unit Owner shall be responsible for paying the real estate taxes and assessments that are attributable to his respective Unit and the percentage of Common Areas and Facilities appurtenant thereto. The semi-annual amount shown on Exhibit C for real estate taxes is an estimate based on the following formula: The base sales price is multiplied by Warren County's common level of assessment of thirty-five percent (35%) to arrive at an assessed value. The assessed value is multiplied by the 1997 effective tax rate for Kings Local Schools District (Deerfield Township) of Forty-seven and Fifty-One One Hundredths (47.51) per One Thousand (1,000). The new sum is then decreased by ten percent (10%), which is a credit/rollback, and then decreased by an additional two and one-half percent (2.5%) which is a homestead deduction that applies if the Unit is owner-occupied residential property. The resulting sum is the estimated yearly taxes which will be due, and this figure can be divided by two (2) to arrive at the semiannual real estate tax and can be divided by twelve (12) to arrive at the estimated monthly taxes. The estimated semi-annual second year real estate taxes are based on a five percent (5%) increase over the first year's semi-annual real estate taxes. Further, the Condominium Property and the Additional Property are subject to the following special assessments, which each Unit Owner shall be responsible for paying his or her proportionate share as determined by the Warren County Auditor: (a) Union Run Sewer Planning which commenced in 1984 and will end in the year 2001, which assessment in 1997 was \$212.21 per half, 1998 will be \$196.50 per half, 1999 will be \$180.79 per half, 2000 will be \$165.09 per half, and in 2001 will be \$149.38 per half; (b) Columbia Road Improvements which commenced in 1991 and will end in the year 2000, which assessment in 1997 was \$5,082.82 per half, 1998 will be \$5,042.28 per half, 1999 will be \$5,081.21 per half and in 2000 will be \$5099.34 per half; and (c) Sewer Improvement which commenced in 1986 and will end in the year 2005, which assessment will be approximately \$1,513.73 per half.

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

No Unit Owner may avoid payment of the Condominium assessments by waiver of the use or enjoyment of the Common areas and Facilities or by abandonment of his Unit.

#### 6. Ownership of Common Areas and Facilities.

The Common Areas and Facilities are owned by the Unit Owners as tenants in common, and the ownership shall remain undivided. The interest in Common Areas and Facilities appurtenant to each Unit in the Condominium is based on the proportion that the par value of such Unit bears to the aggregate par value of all of the Units having an interest in the Common Areas and Facilities. As additional Units are added to the Condominium, each Unit's percentage of interest will change proportionately. The Developer and the Association reserve the right to round-up or round-down the percentages of ownership in the Common Areas and Facilities for any one or more Units in order that the total percentages of ownership equal one hundred percent (100%). The percentages of interest in the Common Areas and Facilities for each Unit that is to be initially submitted to the Condominium are set forth on attached Exhibit D-1. The percentage of ownership in the Common Areas and Facilities for each Unit after submission of the sixteen (16) Units that Developer contemplates adding to the Declaration and Condominium Property in the second phase are set forth on attached Exhibit D-2.

#### 7. Operation of Unit Owners' Association.

The Ravines At Timber's Edge Condominium Owners' Association, Inc. (hereinbefore and hereinafter the "Association") will be incorporated as an Ohio not-for-profit corporation. Every owner of a Unit in the Condominium will automatically become a member of this Association, and no other parties may become members. When an owner transfers his ownership of a Unit to another party, his membership automatically terminates, and the other party then becomes a member of the Association.

Each member has one vote for each Unit which he owns in the Condominium. Members of the Association may vote in person, by proxy or by mail if the mailed ballot is submitted not earlier than seven (7) days prior to the date of a meeting. Any proxy must be designated in writing, and that designation must be given to the Board of Managers (as hereinafter defined and as hereinafter sometimes referred to as the "Board" or the "Managers").

Annual meetings of the Association membership shall be held on such date in October of each year as may be set by the Board of Managers starting in October, 1988, and shall be held at least every twelve (12) months thereafter. Special membership meetings may be held upon call by the President of the Association, by the Board of Managers or by members entitled to exercise at least forty percent (40%) of the voting power of the Association. Written notice stating the time, place and purpose (for special meetings only) of all membership meetings must be given not less than seven (7) days nor more than thirty (30) days before the meeting date.

Twenty percent (20%) of the voting power in the Association present in person or by proxy shall constitute a quorum at any membership meeting. This quorum requirement must also be met at the time of completion of a vote on any matter for such vote to be valid. A simple majority of the Association members may take action by written consent without a meeting if

greater than a simple majority vote is not required under the other provisions of the Declaration, the Bylaws, or under Ohio law on that action.

The initial Board of Managers shall consist of three (3) persons who shall all be appointed by the Developer until a special membership meeting to be called by the President of the Association as soon as possible after the date when parties to whom the Developer has conveyed Units first hold twenty-five percent (25%) of the total interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted. At such meeting the Unit Owners other than the Developer shall elect a fourth member to the Board of Managers who shall be a Unit Owner or otherwise eligible to be a Manager under the Bylaws. At a special meeting of the members of the Association to be called by the President of the Association as soon as possible after the date when parties to whom the Developer has conveyed Units first hold fifty percent (50%) of the total interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted, the Unit Owners other than the Developer shall elect a fifth member to the Board of Managers who shall be a Unit Owner or otherwise eligible to be a Manager under the Bylaws. None of the Developer's appointees need be owners or occupiers of Units. All other Board members must be either an owner, a spouse of an owner or a resident of a Unit or otherwise eligible to be a Manager under the Bylaws.

Not more than thirty (30) days after the earlier of five (5) years from the date the Association is incorporated or the date which is thirty (30) days after the date when parties to whom the Developer has conveyed Units first hold seventy-five percent (75%) of the total interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted, the President of the Association shall call a special meeting of the members of the Association. At that meeting the Unit Owners, including the Developer, shall elect a new Board consisting of five (5) Managers, and the Board thereafter shall appoint the officers. Vacancies on the Board of Managers in any elected position shall be filled by election of a new person either at a special membership meeting called for that purpose or at the next annual meeting. Any vacancy in a position occupied by a person appointed by the Developer shall be filled by the Developer.

After the deed has been recorded for the first sale of a Unit by the Developer, the Declaration may not be amended to increase the period or scope of control by the Developer.

The Board of Managers shall meet at least four (4) times during each fiscal year of the Association. Special meetings may be held at any time upon call by the President or any two (2) Managers. Action may be taken by the Board of Managers by unanimous written consent without a meeting. A simple majority of the Managers then in office shall constitute a quorum, and that quorum requirement must be met at the time of completion of a vote on any matter in order for that vote to be valid. Any Manager, other than a Manager appointed by the Developer, may be removed at any time with or without cause by a vote of members entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association. Such a Manager

must be given an opportunity to be heard before such removal at a regular or special meeting of the membership. Any Manager appointed by the Developer may be removed by the Developer at any time.

All officers and employees of the Association or any other party who handles or is responsible for Association funds must furnish an adequate fidelity insurance. The premiums on such insurance shall be paid by the Association.

Except, as otherwise expressly stated in the Association's annual budget, the Board of Managers shall not without the prior written consent of a majority of the voting power represented at a meeting of Unit Owners duly called for that purpose: (a) pay out of maintenance funds nor authorize any structural alterations, capital additions or capital improvements of the Common Areas and Facilities costing more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for any one item, or more than Fifty Thousand and 00/100 Dollars (\$50,000.00) in the aggregate in any one calendar year ("Capital Expenditure Limit"); or (b) borrow funds in excess of such amounts; or (c) commence any litigation (except filing certificates of liens or actions to foreclose thereon in the case of a Unit Owner who is delinquent in his assessments or has otherwise defaulted in his obligations to the Association), the cost of which is reasonably estimated to exceed Five Thousand and 00/100 Dollars (\$5,000.00), including attorneys fees and court costs. The Board shall have the authority to adjust the Capital Expenditure Limit annually to account for inflation, which adjustment shall be effective as of each January (hereinafter referred to as the "Adjustment Date") commencing with January 1, 1999, the Capital Expenditure Limit shall be increased from the Capital Expenditure Limit on the date of the Declaration ("Effective Date") by a percentage equal to the percentage increase, if any, in the Consumer Price Index, All Urban Consumers (CPI-U), (1982-1984=100), All Items, as compiled and published by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI") Date. If after the date of this Declaration, the CPI is converted to a different standard reference base or otherwise revised or ceases to be available, the determination of any new amount shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by any other nationally recognized publisher of similar statistical information selected by the Board. However, the Board of Managers is not limited by these provisions in any way in restoring or replacing damaged or obsolete portions of the Common Areas and Facilities.

The officers of the Association will be elected by the Board of Managers starting with the special meeting described in the sixth (6th) paragraph of this Section 7 and continuing thereafter at the annual organizational Board of Managers meetings following the annual meetings of the Association's membership. The officers shall consist of a President, Vice President, Secretary, Treasurer and any other officers deemed necessary by the Board of Managers. Prior to that date, the officers will be elected by the Developer's appointed Board of Managers. No officer or member of the Board of Managers is liable to any Unit Owner for mistakes of judgment or for negligence other than individual willful misconduct or bad faith. The Association shall indemnify every Manager and officer against such liability other than willful misconduct or bad faith with insurance coverage which shall be paid for by the Association.

The Board of Managers shall be responsible for enforcing the covenants contained in the Declaration and Bylaws which are to be fulfilled by individual owners. The Association, acting through its Board of Managers, shall also establish an annual budget and the assessments to be paid by each member. The Association shall be responsible for collecting the assessments and for taking appropriate action against any party who is delinquent in his payment of those assessments. If any Unit Owner is in default in the payment of a single monthly assessment, the Board of Managers has the right to accelerate all monthly Assessments remaining due in the then current calendar year. The total of such assessments, together with the delinquent Assessments shall then be due and payable by the Unit Owner no later than ten (10) days after the delivery of written notice of such acceleration to the owner or twenty (20) days after mailing of such notice to him by certified mail, whichever occurs first. The Board of Managers may increase or decrease any monthly assessment amounts for all Unit Owners by not more than fifty percent (50%) to adjust for seasonal changes in the Association's cash flow requirements provided that increases in any month shall be balanced by decreases in other months and vice versa so that the total amount to be paid for the remainder of the year is unchanged.

#### 8. <u>Insurance</u>.

The Association shall obtain and maintain for the benefit of all owners and mortgagees insurance on all buildings (excluding insurance on Improvements as that term is defined below), structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable) fire, lightning, cost of debris removal and such perils as are at this time comprehended within the "all risk" form of fire insurance policy with extended coverage. The policy may include a nominal deductible and shall be in an amount not less than one hundred percent (100%) of the then current replacement cost thereof exclusive of the cost of the land, foundations, footings, excavation, and architect's fees, without deduction for depreciation, but inclusive of the cost of the following improvements and betterments (hereinabove and hereinafter "Improvements") to any Unit, added by the Developer: any partitioning, trim, drywall, and other improvements or betterments. The policy shall have cost of demolition, water damage (excluding floods, backing up of sewers and drains, the running off of surface water, and the overflow of a body of water), and agreed amount endorsements and a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers, after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such rights shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of the Declaration. Such a policy shall provide coverage for built-in fixtures and equipment in an amount not less than one-hundred percent (100%) of the replacement cost thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner as hereinafter permitted. Such policy shall also contain either a waiver by the insurer of any increased hazard clause, a severability of interest endorsement, or a provision stating that the coverage will not be affected by the act, omission or neglect of any person unless such act, omission or neglect is within the knowledge and control of the Association prior to the occurrence of the loss. Such policy shall not provide coverage for any items of personal property installed by or for any Unit Owner.

The Declaration requires liability coverage for personal injury or property damage arising from or relating to the Common Areas and Facilities of at least One Million Dollars (\$1,000,000.00) for bodily injury, disease, illness, death or property damage suffered by any one person; and One Million Dollars (\$1,000,000.00) for any one occurrence. The Association will carry these liability coverages with respect to the Common Areas and Facilities insuring itself, the Board of Managers and all Unit Owners. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas and Facilities. Each Unit Owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use of his or her Unit.

Each Unit Owner, by acceptance of the 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 the foregoing 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, and trust, for Unit Owners and their first mortgage holders, as their interest may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium runs with the land, and is coupled with an interest period.

All insurance coverage is subject to modification as determined by the Association based on the availability of coverage and the cost thereof. It is possible that less than one hundred percent (100%) coverage will be in force for casualty losses if the cost of the insurance is determined by the Developer, or the Association to be too high, but in no event shall the coverage be in an amount less than eighty percent (80%) of the then current replacement cost thereof with the exclusions provided for here and above in Section 8.

Any proceeds of the policies described in this Section payable as a result of the casualty loss shall be payable to the Association. If such proceeds are sufficient, the Association shall undertake the repair, restoration or reconstruction of the casualty loss in accordance with the original plans and specifications unless such plans and specifications are approved by holders holding not less than seventy-five percent (75%) of the total voting power in the Association and by fifty-one percent (51%) of the Eligible Mortgages (as that term is defined in the Declaration)

(the "Required Eligible Mortgagee Vote"). The insurance proceeds shall be applied by the Association in payment for the repair, restoration or reconstruction as hereinafter provided.

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

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

The insurance proceeds and the sums deposited with the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

In the event of substantial damage to or destruction of fifty percent (50%) or more of the Units, the Unit Owners, by affirmative vote of not less than seventy-five percent (75%) of the total voting power in the Association may elect not to repair or restore such damage or destruction, provided that the Required Eligible Mortgagee Vote also voted not to repair or restore such damage or destruction. Immediately after such election, all of the Condominium Property shall be offered for sale to the Developer by written notice to the Developer so long as Developer owns either at least one (1) Unit in the Condominium Property or some interest in the Additional Property. Developer shall have thirty (30) days after its receipt of such notice to make an offer to the Unit Owners for the purchase of the Condominium Property by sending such offer in writing to the President of the Association.

If the Unit Owners and the Developer cannot agree on the purchase price for the Condominium Property, the Association (acting on behalf of the Unit Owners) and the Developer shall each appoint a qualified real estate appraiser to act as arbitrators not more than ten (10) days after the Developer's offer is received by the President of the Association. Said two (2) arbitrators shall select a third arbitrator not more than five (5) days after their appointment, and the three (3) arbitrators shall notify the Association and the Developer in writing not more than thirty (30) days after the selection of the third arbitrator of their determination of the fair market value of the Condominium Property. The determination of fair market value shall be evidenced by a written statement of value signed by no less than two (2) of the three (3) arbitrators.

Developer shall notify the President of the Association in writing not more than ten (10) days after its receipt of the arbitrators' determination whether or not it elects to buy the Condominium Property at the fair market value determined by the arbitrators. If the Developer does not elect to buy the Condominium Property, the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. If the Developer elects to buy the Condominium Property, all of the Unit Owners shall convey the Condominium Property by general warranty deed or deeds subject only to the provisions of the Declaration, Bylaws, Chapter 5311 of the Ohio Revised Code, easements and restrictions of record and real estate taxes and assessments not yet due and payable upon payment by certified check payable to the President of the Association, as trustee for all of the Unit Owners, of said fair market value less the auditor's transfer fee and less the Unit Owners' pro-rata share of real estate taxes and assessments a lien on the Condominium Property prorated in accordance with the then prevailing custom in Warren County, Ohio. The closing of such conveyance shall take place not more than sixty (60) days after the Declarant gives the President of the Association its written election to buy at a date, time and place designated by the Developer.

In the event of any such sale to the Developer or partition sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released or discharged.

In the event of any such sale to the Developer, and notwithstanding provisions above to the effect that the conveyance shall be subject only to the provisions of the Declaration, Bylaws, Chapter 5311 of the Ohio Revised Code, easements and restrictions, and certain taxes and assessments, to the extent, if any, that the first mortgage on any Unit is not paid from such proceeds, such first mortgage will remain in effect against such Unit.

Each Unit Owner is responsible for his own liability insurance coverage within his Unit and its Limited Common Areas and Facilities and for fire and extended coverage insurance on

the contents of his Unit, including appliances, and on the improvements and betterments not installed by the Developer which are located in his Unit.

## 9. Maintenance and Repair of Units and Common Areas and Facilities.

As is more fully described in the Declaration, each Unit Owner is responsible for all maintenance, replacement, and repair of his and her respective Unit including all windows, weather stripping, window frames, doors, locks, door frames and hardware, water sillcock, vestibules and entry ways of the Unit, glass and screens (except as provided in the next paragraph) and all internal and external inflations of such Units such as appliances, smoke detectors, heating, ventilating, plumbing, electrical and air conditioning, fixtures or installations, and portions of any other utility service facilities serving only his or her Unit, all interior walls, ceiling and floor surfaces. In addition, each Unit Owner shall maintain, replace and repair all Limited Common Areas and Facilities reserved for the exclusive use of his or her Unit including, without limitation thereto, the interior of all storage area doors and garage doors as well as the replacement of the same, all other portions of the storage areas located outside the Units and garages (except as provided in the next paragraph), including without limitation, garage door tracks, hardware and automatic openers and the interior surface of the walls, floors and ceilings of the storage area and garages, chimneys, if any, dryer vents, and all other associated structures and fixtures which are appurtenances to his or her Unit, excluding, however, the exterior and other painting, maintenance, replacement and repair to be done by the Association as provided in the next paragraph and other provisions of this Disclosure. Each Unit Owner is also responsible for all repair or damage caused by him or by any of his invitees, licensees, guests, family members, pets or visitors to any part of the Common Areas and Facilities.

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the Common Areas and Facilities that are not Limited Common Areas and Facilities and of those portions of each Unit and of the Limited Common Areas and Facilities which contribute to the support of the buildings, excluding, however, any surface of interior walls and of ceilings and floors of the Unit. This shall include without limitation, the maintenance, repair, replacement and painting of: (a) all roadways, sidewalks, driveways, pavement, and uncovered parking spaces; (b) all yards, lawns, trees, grassy areas and fences; (c) the exterior of all buildings (including, but not limited to, the exterior brick facade), the exterior of all Unit doors, storage area doors located outside a Unit and garage doors, window and door trim and other improvements which are a part of the Condominium Property (except glass and screens which are a part of a Unit), and all roofs; (d) fire walls; and (e) the Recreational Facilities. In addition the Association shall maintain, repair and replace: (a) the patios, porches, privacy fences and parking spaces which are a part of the Limited Common Areas and Facilities; (b) all conduits, ducts, utility pipes plumbing, wiring, and other facilities that are a part of or located in, or for the furnishing of utility services to, the Common Areas and Facilities and which are not Limited Common Areas and Facilities reserved for the exclusive use of a single Unit, and (c) all other property which is required to be maintained by the Association in a good state of repair.

#### 10. <u>Management of the Condominium</u>.

The Developer will cause the Association to contract with Mathews Click Banman (hereinafter the "Manager"), to provide professional management and to provide for supervision of all of the services necessary to maintain the Common Areas and Facilities and all other property which is required to be maintained by the Association in a good state of repair. This includes such services as trash removal, lawn and private roadway maintenance and other services related to the Common Areas and Facilities. The estimated charges to be rendered for a two-year period for these services are set forth in Exhibit C hereto. The management contract, which shall be substantially in the form of attached Exhibit E, shall have an initial term of one year, subject to the rights of either party to cancel the contract without payment of a termination fee upon giving the other party ninety (90) days prior written notice, and may be renewed by a vote of the Association.

#### 11. Amendments to Condominium Documents.

The Condominium instruments, including the Declaration and Bylaws, are binding legal documents. For most types of amendments, the Declaration and Bylaws may be amended only by the affirmative vote of seventy-five percent (75%) or more of the total voting power in the Association. No amendment can have any effect upon the Developer or upon any first mortgagee of a Unit or upon any of their respective rights unless they have consented in writing thereto. Any amendment which alters any Unit Owner's percentage of interest in the Common Areas and Facilities (other than Amendments described in the immediately following paragraph) must be consented to by each affected owner. The Articles of Incorporation may be amended by the affirmative vote of a simple majority of the total voting power of the Association.

As stated in Section 1 hereof, the Developer has reserved the right in the Declaration to amend the Declaration at any time prior to the seventh anniversary of the recording date of the Declaration, renewable for an additional seven (7) year period at the option of the Developer, exercisable within six (6) months prior to the expiration of the seven (7) year period and with the consent of a majority of Unit Owners other than the Developer (the "Development Period"), to add all or any part of the Additional Property, together with any improvements thereon, to the Condominium. In connection with any amendment adding property to the Condominium as described in this Section, the Developer and its successors and assigns have the right to change the percentages of interest in the Common Areas and Facilities for each Unit Owner's share of common surplus and expenses to reflect the appropriate allocation among the total number of Units after the new Units are added without the consent of any Unit Owner.

The Developer may also make any amendments necessary at any time in the Development Period to correct clerical or typographical errors in the Declaration, Drawings or Bylaws; to make nominal changes in those documents; to clarify the Developer's original intent; to make any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, the Veterans Administration, F.H.A. or any other agency which

insures loans on condominium units; to add fences, landscaping, recreational facilities or paved areas to the Condominium Property; or to make changes in any unsold Unit covered by the Declaration to assist the Developer in its marketing of that Unit, provided that no such change will materially decrease the value or size of that Unit. No such amendment may change any Unit Owner's percentage of interest in the Common Areas and Facilities or adversely affect such Unit Owner's rights without his and his first mortgagee's written consent. Each Unit Owner irrevocably designates the Developer as his proxy and Attorney-in-Fact to make any of the above-described amendments without coming back to the Unit Owner for his consent at the time of such amendment.

No amendment to the Declaration or Bylaws shall have any effect upon the Developer so long as it owns at least one Unit, upon any bona fide first mortgagee or upon any of their respective rights without the written consent of Developer and/or such mortgagee. If such amendments are approved by the required percentage vote without such consents, the amendments are effective, but no rights of the Developer and/or mortgagee are thereby reduced or impaired.

#### 12. Right of Rescission and Other Rights of Purchaser.

ANY PURCHASER OF A UNIT IN THE CONDOMINIUM HAS THE RIGHT TO REVIEW THE DECLARATION, THE DRAWINGS FOR THE CONDOMINIUM AND OF HIS INDIVIDUAL UNIT, THE BYLAWS, THE ARTICLES OF INCORPORATION AND ANY CONTRACTS PERTAINING TO MANAGEMENT OR THE PROVISION OF OTHER SERVICES TO THE ASSOCIATION TOGETHER WITH ANY OTHER DOCUMENTS OR INSTRUMENTS PERTAINING TO THE CONDOMINIUM BEFORE HE EXECUTES A CONTRACT FOR THE PURCHASE OF THAT UNIT FROM THE DEVELOPER. ADDITION TO ANY OTHER REMEDIES AVAILABLE TO A PURCHASER, EACH SUCH PURCHASER HAS THE RIGHT TO VOID HIS PURCHASE CONTRACT FOR A PERIOD OF FIFTEEN (15) DAYS AFTER THE DATE OF SALE OF THE CONDOMINIUM OWNERSHIP INTEREST OR FIFTEEN (15) DAYS AFTER THE DATE UPON WHICH HE EXECUTES A DOCUMENT EVIDENCING HIS RECEIPT OF ALL OF THE INFORMATION REQUIRED BY SECTION 5311.26 OF THE OHIO REVISED CODE, WHICHEVER IS LATER, IF THAT CONTRACT HAS BEEN EXECUTED IN VIOLATION OF SECTION 5311.25 OR SECTION 5311.26 OF THE OHIO REVISED CODE. IMMEDIATELY ON THE PROPER EXERCISE OF THIS RIGHT OF RESCISSION, THE DEVELOPER SHALL REFUND TO THE PURCHASER ANY AMOUNTS WHICH THE PURCHASER HAS PAID ON THE PURCHASE PRICE AND ANY DEPOSIT, OTHER PREPAID FEE OR OTHER ITEM GIVEN TO THE DEVELOPER IN CONNECTION WITH THE PURCHASE, TOGETHER WITH ANY INTEREST ACCRUED THEREON AS MORE FULLY DESCRIBED IN SECTION 11 HEREOF. IN ADDITION, THE DEVELOPER SHALL PAY ALL CLOSING COSTS ACTUALLY PAID BY THE PURCHASER OR FOR WHICH THE PURCHASER IS LIABLE.

IF THE DEVELOPER OR ITS AGENT SELLS ANY CONDOMINIUM OWNERSHIP INTEREST IN THE CONDOMINIUM IN VIOLATION OF SECTIONS 5311.25 OR 5311.26 OF THE OHIO REVISED CODE, THE DEVELOPER OR ITS AGENT SHALL BE LIABLE TO THE PURCHASER IN SUCH TRANSACTION IN AN AMOUNT EQUAL TO THE DIFFERENCE BETWEEN THE AMOUNT PAID BY THE PURCHASER FOR HIS INTEREST AND THE LEAST OF THE FOLLOWING AMOUNTS:

- 12.1 THE FAIR MARKET VALUE OF THE INTEREST AS OF THE TIME THE SUIT IS BROUGHT BY THE PURCHASER.
- 12.2 THE PRICE AT WHICH THE INTEREST IS DISPOSED OF IN A BONA FIDE MARKET TRANSACTION BEFORE SUCH SUIT.
- 12.3 THE PRICE AT WHICH THE UNIT IS DISPOSED OF AFTER SUIT IN A BONA FIDE MARKET TRANSACTION, BUT BEFORE JUDGMENT IN THAT SUIT.

IN NO CASE SHALL THE AMOUNT RECOVERABLE BY THE PURCHASER BE LESS THAN \$500 FOR EACH VIOLATION, TOGETHER WITH COURT COSTS AND REASONABLE ATTORNEYS' FEES. ANY PURCHASER COMPLAINING OF A VIOLATION OF SECTION 5311.25 OR 5311.26 OF THE OHIO REVISED CODE WHO HAS BROUGHT OR MAINTAINED A SUIT IN BAD FAITH OR A SUIT WHICH HE KNEW TO BE GROUNDLESS SHALL BE LIABLE TO THE DEVELOPER OR ITS AGENT FOR REASONABLE ATTORNEYS' FEES IF THE DEVELOPER OR ITS AGENT PREVAILS IN SUCH SUIT.

IF THE OHIO ATTORNEY GENERAL BELIEVES THAT SUBSTANTIAL NUMBERS OF PERSONS ARE AFFECTED AND THAT SUBSTANTIAL HARM IS EITHER OCCURRING OR IS ABOUT TO OCCUR TO SUCH PERSONS, OR IF HE BELIEVES THAT THE CASE IS OTHERWISE OF SUBSTANTIAL PUBLIC INTEREST, HE MAY BRING AN ACTION AGAINST THE DEVELOPER TO OBTAIN A DECLARATORY JUDGMENT STATING THAT AN ACT OR PRACTICE OF A DEVELOPER VIOLATES SECTION 5311.25 OR SECTION 5311.26 OF THE OHIO REVISED CODE OR VIOLATES PROVISIONS CONTAINED IN THE CONDOMINIUM INSTRUMENTS. SUCH ACTION MAY ALSO BE BROUGHT TO ENJOIN A DEVELOPER WHO IS VIOLATING OR IS THREATENING TO VIOLATE SUCH STATUTORY SECTIONS OR SUCH CONDOMINIUM INSTRUMENTS.

THE ATTORNEY GENERAL MAY ALSO BRING A CLASS ACTION IN THE ABOVE-DESCRIBED SITUATIONS FOR DAMAGES ON BEHALF OF PERSONS INJURED BY THE DEVELOPER'S VIOLATION OF SECTION 5311.25 OR SECTION 5311.26 OF THE OHIO REVISED CODE OR BY THE DEVELOPER'S VIOLATIONS OF ANY OF THE CONDOMINIUM INSTRUMENTS.

In compliance with Section 5311.26(J) of the Ohio Revised Code, a statement of the purchasers right to review the Condominium Instruments, to void the Contract, conditions for return of deposit, and a statement of the rights of purchasers under Section 5311.27 of the Revised Code in 20 point bold-face type is attached hereto as Exhibit F and made a part hereof.

# 13. Reserve Fund.

The Declaration and Bylaws of the Condominium require the establishment and maintenance of a reserve fund for contingencies and replacements. Money from the fund may be used to finance the cost of repair or replacement of improvements included within the Common Areas and Facilities of the Condominium and any other necessary extraordinary expenditures to the extent that such costs and expenditures are not covered by the annual budget of the Association.

# 14. Easements, Liens and Other Items Affecting Title to Units and the Condominium Property.

The proposed Condominium Property and the Additional Property are currently encumbered by a mortgage held by The Provident Bank and recorded at Official Record Book 1436, Page 721 of the Warren County, Ohio records. The lien of this mortgage will be released from each of the respective Units upon transfer of the Unit by the Developer to the Unit Owner.

Each Unit will be burdened by an easement in favor of the Developer and the Developer's successors and assigns on, over, under, through and across the Condominium Property to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct, use and operate such pipes, conduits, wires, fixtures and appurtenances as are necessary or desirable to provide adequate systems for supply of electricity, water, gas, sewage, disposal, storm and surface water, drainage and disposal, telephone, lighting, communications and any other utility facilities to the Condominium and to the Additional Property. The Developer may assign these easement rights to any public utility or quasi-public utility including, but not limited to the Cincinnati Gas and Electric Company, the Cincinnati Bell Telephone Company, Warren County Water and Sewer Department, the Warner Cable, and any private cable communication system all in the sole and absolute discretion of the Developer and as the Developer may determine from time to time.

Each Unit is subject to various easements described in the provisions of the Declaration for the right of access to maintain and operate the Condominium Property. Easements also cover any possible encroachments of a Unit onto the Common Areas and Facilities or an encroachment of the Common Areas and Facilities onto a residential building which might occur as a result of the construction, settlement or shifting of any building or by reason of the partial or total destruction or rebuilding of such building. Every Unit and every part of the Common Areas and Facilities has easements of lateral and subjacent support from every other Unit and from all other parts of the Common Areas and Facilities. Each Unit and the Condominium Property generally

is subject to all governmental laws, ordinances and regulations, real estate taxes and assessments, and all easements and restrictions of record.

Developer hereby reserves an easement for itself, its grantees, successors and assigns, to enter upon the Condominium Property to install, maintain, repair, replace, connect to, dedicate and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television, cable television, computer, and other utility and quasi-utility services to part or all of the Condominium Property and the Additional Property, and to enter upon the Condominium Property to the extent necessary to construct Units and/or other improvements on the Additional Property. Additionally, the Developer will reserve in the Declaration, for itself and its successors and assigns, easements on, over, under, through and across the Condominium Property with the right to convey any such easement to any public agency or quasi-public agency, authority or utility, for the benefit of Unit Owners, which easements shall be for and include the right to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct and use pathways, sidewalks, roadways, streets, tunnels, bridges and other accessory and appurtenant improvements for pedestrian and vehicular traffic, outdoor lighting systems and signage necessary and appropriate to illuminate, identify and provide directional information all for the benefit of the Condominium Property and the Additional Property.

In the event that at any time, and from time to time, the Developer desires to relocate any such easements the Unit Owners and the Association shall, at the Developer's request execute, acknowledge, and deliver any and all deeds of easement and other instruments as may be reasonably requested by the Developer, to convey or more particularly describe the easements or any relocations thereof reserved in the Declaration to the Developer in accordance with survey descriptions prepared by, and at the expense of the Developer. All easements provided for in the Declaration or reserved in deeds to Units are perpetual, appurtenant to the Units which they benefit, and shall run with the land. All easements shall be nonexclusive unless otherwise determined by the Developer. They shall be binding upon the Developer, the Unit Owners and the Association and all of their successors and assigns and the heirs and executors of any individuals, and shall be deemed real covenants.

Developer will reserve in the Declaration unto itself and its successors and assigns for so long as Developer has an ownership interest in the Condominium Property, an easement to use any community or Recreational Facilities located on the Condominium Property, with the right of ingress and egress thereto. This easement to use any community or Recreational Facilities may be assigned by the Developer to any party who may now or hereafter own or occupy residential units on all or part of the Additional Property in the event such units are not submitted to the Condominium Property, provided, however, that (1) any such party (excluding the Developer and its successors and assigns) benefitted by this easement shall be obligated to pay an assessment for such use; (2) any such party's residential unit shall be subject to the lien rights of the Association to the same extent as Unit Owners; (3) the Developer's right to assign this easement shall expire on the sooner to occur of five (5) years after the date of the recording of the Declara-

tion or upon the date when the Developer owns fewer than twenty-five percent (25%) of the maximum number of Units that could be submitted to the Condominium if all phases were fully developed; and (4) in no event shall more than sixty (60) families or family-sized groups have the right to use such Recreational Facilities.

In addition, prior to recording the Declaration, the Developer plans to file a declaration of roadway easement (the "Roadway Declaration") substantially in the form of Exhibit G attached hereto. The Roadway Declaration, if executed and recorded, shall grant to all Unit Owners the non-exclusive right of ingress and egress on, over, and across a certain private roadway located on or to be located on the Condominium Property and the Additional Property, which private roadway extends or shall extend from the Condominium Property and the Additional Property to Catalina Isle, a dedicated public street (the "Roadway"). Additionally, the Roadway Declaration shall also require that the Unit Owners pay their proportionate share for the maintenance and repair of the Roadway as a common expense of the Association.

The Condominium Property and the Additional Property are also subject to all current liens, easements and assessments of record.

Developer will reserve in the Declaration unto itself and its successors and assigns, for the benefit of any party now or hereafter having an interest in the Additional Property, a nonexclusive easement for ingress, egress, and parking over all roadways and parking areas located in the Condominium Property, subject to any Rules and Regulations promulgated by the Association.

# 15. Escrow for Deposit of Down Payment.

Any deposit or down payment made by any purchaser in connection with his purchase of a Unit in the Condominium will be held by a third party title company, Title 1st, in trust or escrow pursuant to §5311.25(A) of the Ohio Revised Code until such money is delivered at the closing to the Developer or returned to or otherwise credited to the purchaser or forfeited to the Developer in the event of a default by the purchaser. If such deposits or down payments by any single purchaser total Two Thousand Dollars (\$2,000.00) or more, and if that total amount is held for more than ninety (90) days by the Developer, the Developer will pay interest at the rate of four percent (4%) per annum on such amount for the period exceeding ninety (90) days during which that amount is held by the Developer. This interest shall either be credited to the purchase price at the closing, refunded to the purchaser with any other refund or added to any amount forfeited to the Developer in the event of a default by the purchaser. Such amounts held in trust or escrow by the Developer are not subject to attachment by any creditor either of the Developer or of the purchaser.

# 16. Restraints on Sale, Leasing and Use of Any Part of the Condominium Property.

There can be no partition of the Common Areas and Facilities until the Condominium itself is terminated. Except for the situation described in the next following paragraph, such a termination requires the unanimous affirmative vote of all Unit Owners. A Unit Owner may partition his ownership between co-owners with the prior written consent of his first mortgagee. No owner may sever his ownership interest from the percentage of ownership in the Common Areas and Facilities which is appurtenant to his Unit. Any assignment, conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of any individual's interest in the Common Areas and Facilities will be void unless the Unit to which that interest is allocated is transferred therewith.

The owners of the respective Units of any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Bylaws and Rules and Regulations. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Unit nor shall any Unit be leased for a term of less than six (6) months. The respective Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Bylaws and the Rules and Regulations and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. A copy of each such lease shall be given to the Developer and the President of the Association immediately after it is executed.

Except for the construction, sales and management activities of the Developer, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained or permitted on any part of the Condominium Property unless permitted by the Board of Managers. To the extent permitted by law, a Unit Owner may use a portion of his Unit for an office or studio (other than a music studio) if the activities conducted therein do not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant and if such activities do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of any Unit.

No "For Sale" or "For Rent" sign may be placed on any part of the Condominium Property other than such signs placed by the Developer on any unsold or unoccupied Units, signs placed by the Association or a mortgagee who has acquired title to a Unit either by a deed in lieu of foreclosure or at a foreclosure sale for the purpose of facilitating the disposal of a Unit, and signs pre-approved by the Board placed by a Unit Owner on his Limited Common Area or on another area of the Condominium Property pre-approved by the Board for the purpose of facilitating the sale or rental of the Unit. The Board of Managers may pre-approve certain "For Sale" or "For Rent" signs and may otherwise govern the placement of these signs through the

Rules and Regulations. No other sign which is visible from the outside of Units may be placed on any part of the Condominium Property except as expressly permitted by the Association.

The Developer may use any unsold or unoccupied Units or any other structures on the Condominium Property as models and/or offices in connection with the construction, sale or rental of Units.

Except for vehicles being used by persons providing services to the Developer, the Association, the Unit Owners, or otherwise used or authorized to be used at the Condominium Property by the Developer, no part of the Condominium Property may be used for the parking of any trailer coaches, house trailers, mobile homes, automobile trailers, camp cars, recreational vehicles, campers, commercial trucks, pick-up trucks, boats, boat trailers or any other similar vehicles (collectively the "Special Vehicles") unless such Special Vehicles are parked in a garage with the garage door completely closed at all times. Operative vehicles, other than Special Vehicles, used by a resident of a Unit as a primary source of transportation may be parked in the assigned Limited Common Areas and Facilities designated as parking spaces for such Unit Owner or in any garage space owned by the owner of such Unit. However, the residents of any one Unit may not collectively park more than two (2) operative vehicles other than Special Vehicles on the Condominium Property. Operative vehicles parked in parking spaces on the Condominium Property shall at all times be parked with the front end of the vehicle facing in. Inoperative vehicles may not be parked on the Condominium Property unless these inoperative vehicles are parked in a garage with the garage door completely closed. No auto maintenance and/or repairs may be performed on the Condominium Property except if performed inside the garage of a Unit Owner with the garage door closed.

No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities except that one dog, one cat or one other household pet up to forty (40) pounds may be kept in a Unit, subject to the Rules and Regulations, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the Rules and Regulations of the Association. Dogs, cats or other household pets must be kept within the confines of the owner's Unit except when being held on hand leash by the person attending the A Unit Owner shall be responsible for cleaning up after his household pet. Notwithstanding the above, the Association shall have the right to promulgate rules and regulations pertaining to the size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets. Additionally, the right of an occupant to maintain an animal in the Units shall be subject to termination if the Board in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants. No dog house or other structure used or intended for the housing or keeping of the animals may be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities.

Property, marching on the Common Areas and Facilities, carrying signs or gathering for the purpose of demonstrating without the prior written consent of the Association.

So long as the Developer owns a Unit no action may be taken nor may any Rule or Regulation be adopted or amended that would 16.1 directly or indirectly alter the exterior appearance of any part of the Condominium Property; 16.2 reduce or discontinue any maintenance standard or practice in effect as of the date when the Developer no longer controls the Board of Managers; 16.3 adversely affect the Developer's sale or leasing of any Units; or 16.4 otherwise adversely affect the Developer, any of its rights, or any Unit owned by it without, in each case, first obtaining the Developer's written consent.

#### 17. Enforcement of Covenants.

If any Unit Owner is delinquent in the payment of the monthly assessments provided for in the Declaration for ten (10) days after such assessments are due and payable, the President of the Association may sign a certificate of lien, which will then be recorded in the Warren County, Ohio Recorder's records for the amount of such unpaid assessment and for any late charges imposed by the Association. The Association may impose a charge against a Unit Owner who fails to pay any amount assessed by the Association against his or her Unit within ten (10) days after such assessments are due and payable and who fails to exercise his or her rights under the Declaration or under the laws of the State of Ohio to contest such assessment in such an amount as may be determined by the Board as Managers from time to time, which charge shall not exceed twenty percent (20%) of the delinquent amount. The Board of Managers shall have the right to increase and/or decrease the amount of late charge to be imposed in their sole discretion. These late charges are necessary to defray the Association's costs in carrying the delinquent balance and in enforcing the collection of the delinquent assessments. The lien can be foreclosed in the same manner as Ohio law provides for foreclosure of mortgages. In addition to these lien rights, each owner is personally liable for all assessments levied by the Association against his Unit while he is an owner.

If a Unit Owner believes that an amount has been improperly charged as an assessment lien against his Unit, he may bring an action under Section 5311.18(c) of the Ohio Revised Code in the Common Pleas Court of Warren County, Ohio seeking a discharge of that lien.

Any owner who is in default in the performance of any of his obligations as a Unit Owner, including, without limitation hereto, his obligation to pay all assessments levied against his Unit, three (3) days prior to the date fixed for written consent in lieu of a meeting or for any annual or special meeting of the Association, shall not have any right to vote at that meeting, by mail or by written consent.

The Board of Managers shall have the right to prohibit any new leasing of a Unit by an owner who is in default in the performance of any of his obligations as a Unit Owner under the Declaration, Bylaws or Rules and Regulations of the Association and the right to restrict the use

Nothing may be hung or displayed on the outside of windows or walls or on the roof of a building other than directional signs concerning the use of the Common Areas and Facilities and other than the signs permitted as described above in this Section. No owner may hang anything inside or outside his window and/or patio door which will show any color other than white or beige tones on the outside. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

All trash, garbage or other rubbish shall be deposited by each Unit Owner in personally owned trash containers purchased by and at the expense of said Unit Owner, which shall be kept at all times in each Unit Owner's garage, except on the days which trash, garbage or other rubbish is collected by the local waste removal authorities or as otherwise directed and instructed by the Association. No open fires other than charcoal grill fires or other similar cooking devices located within the Limited Common Areas and Facilities are permitted in any part of the Condominium Property.

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

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

Unless otherwise approved in writing by the Association, nothing may be hung or displayed on the inside or outside of windows, including reflective-type materials, or placed on the exterior walls of a building, and no awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls.

There shall be no storage or parking of any items, including baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in any part of the Common Areas and Facilities, except as permitted by the Rules and Regulations. Patios and porches may be used only for their intended purposes.

No person shall engage in the distributing of any materials on any portion of the Common Areas and Facilities without the prior written consent of the Association. Additionally, no person shall engage in any demonstration on any portion of the Common Areas and Facilities, including but not limited to picketing of any Unit or any facilities which comprise the Condominium

of any community or Recreational Facilities by any owner, any of his tenants, guests or members of his or their family if any of such parties violates any of the covenants and conditions contained in the Declaration, Bylaws or Rules and Regulations of the Association. Any violation of any of the provisions of any of these Condominium Documents committed by any persons residing in, occupying or visiting a Unit at the request or with the implied or express permission of the owner or any other occupant of the Unit, or committed by any agent, employee, business invitee, or contractor of the owner of or any person occupying a Unit, shall be attributed to that Unit and the owner thereof.

As provided in the Declaration and Bylaws, an action seeking damages, a declaratory judgment or injunctive relief against such a defaulting owner or against the Developer, its agents or any person who has the right to occupy a Unit who has caused or may cause damage by his failure to comply or his threat not to comply with any lawful provision of the Condominium Documents may also be maintained by any interested party. In the case of flagrant or repeated violations by a Unit Owner, the Board of Managers may require him to provide sufficient surety or sureties for his future compliance.

In addition to the above rights, the Board of Managers may also enter upon a Unit or any land upon which a violation exists to perform maintenance or make repairs thereon which is the responsibility of a Unit Owner who has failed to perform such maintenance or make such repairs (i) after having given such owner at least ten (10) days prior notice; or (ii) without giving notice in the event of an emergency. The Board of Managers may also serve a ten (10) day notice in writing terminating the rights of a defaulting Unit Owner to continue as an owner and occupant of his Unit if he has failed to cure a violation of any of the provisions of the Declaration, Bylaws or Rules and Regulations within thirty (30) days after receiving notice of such violation from the Board of Managers. After serving such termination notice on the owner, and after obtaining the written consent of any mortgagee on such Unit (which consent shall not be unreasonably withheld) the Board may file an action in the Common Pleas Court of Warren County, Ohio, seeking a decree of mandatory injunction to terminate the Unit Owner's ownership and his right to occupy, use or control his Unit. If the court grants such an injunction, it will order a judicial sale of such Unit, and the defaulting owner may be restrained by the court from reacquiring his interest at such judicial sale.

# 18. <u>Litigation Affecting the Condominium Development.</u>

There is no litigation pending at this time which affects the Condominium.

# 19. <u>Limits on Developer's Liability</u>.

Except as otherwise expressly provided in the Declaration or under the provisions of Chapter 5311 of the Ohio Revised Code, and except for claims arising from gross negligence, neither the Developer nor any of its representatives, successors or assigns shall be liable for any claim arising from any actions performed pursuant to the authorities granted or delegated to it

or to them pursuant to the Declaration or Bylaws in its or their capacity as owner, Developer, Manager or seller of the Condominium Property. The Developer shall have no liability for any improvements made or provided by it in the Condominium other than as expressly stated in the Warranties.

#### 20. Reference to Other Condominium Documents.

THIS STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 5311.26 OF THE OHIO REVISED CODE; IT IS A SUMMARY OF THE MATERIAL CIRCUMSTANCES AFFECTING THE CONDOMINIUM. THIS IS NOT INTENDED TO BE A COMPLETE STATEMENT OF ALL PROVISIONS CONTAINED IN THE CONDOMINIUM INSTRUMENTS WHICH ESTABLISH OWNERSHIP AND EXERT CONTROL OVER THE CONDOMINIUM OR AN INDIVIDUAL UNIT THEREOF. FOR A COMPLETE DESCRIPTION OF ALL COVENANTS CONDITIONS, AND PROVISIONS APPLICABLE TO THE CONDOMINIUM, REFERENCE MUST BE MADE TO THE FULL TEXT OF THOSE DOCUMENTS.

# EXHIBIT A

# INITIAL OFFERING PRICES The Ravines At Timber's Edge Condominium Units Presently Offered For Sale

BUILDING	<u>UNIT</u>	MODEL <u>TYPE</u>	DESCRIPTION	BASE SALE <u>PRICE</u> *
1	3239 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$123,900.00
. 1	3241 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$110,900.00
1	3305 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$123,900.00
	3307 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$110,900.00
2	3255 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$123,900.00
2	3257 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$110,900.00

BUILDING	10	MODEL <u>TYPE</u>	<u>DESCRIPTION</u>	BASE SALE <u>PRICE</u> *
2	3301 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$123,900.00
2	3303 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$110,900.00
15	3294 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two- car garage, all at ground level, with an additional third room or den.	\$139,900.00
15	3296 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two- car garage, all at ground level, with an additional third room or den.	\$139,900.00
15	3306 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two- car garage, all at ground level, with an additional third room or den.	\$139,900.00
15	3308 Ravine Place	Abbey	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level. Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level.	\$132,900.00
14	3322 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$121,900.00

<u>BUILDING</u>	<u>UNIT</u>	MODEL TYPE	<u>DESCRIPTION</u>	BASE SALE <u>PRICE</u> *
14	3324 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$128,900.00
14	3326 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$118,900.00
14	3328 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$128,900.00
4	3309 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$125,900.00
4	3311 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$112,900.00
4	3325 Ravine Place	Chateau	Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.	\$125,900.00
4	3327 Ravine Place	Villa	Kitchen, living/dining room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.	\$112,900.00

MODEL TYPE  3 3313 Ravine Place Chateau Kitchen, Ilving/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.  3 3323 Ravine Place Villa Kitchen, living/dining room, one and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with a bedroom and a full bath.  3 3314 Ravine Place Canterbury Kitchen, living room, two baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level, with an additional third room or den.  Kitchen, living room, dining room, two baths, two bedrooms, a serenced porch and attached two-car garage, all at ground level, with an additional third room or den.  Kitchen, living room, dining room, two baths, two bedrooms, a serenced porch and attached two-car garage, all at ground level, with an additional third room or den.  Kitchen, living room, dining room, two baths, two bedrooms, a serenced porch and attached two-car garage, all at ground level, with an additional third room or den.					:
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baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level.  13 3314 Ravine Place Canterbury Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with an additional third room or den.  13 3316 Ravine Place Canterbury Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with an additional third room or den.  13 3318 Ravine Place Canterbury Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with an additional third room or den.  13 3318 Ravine Place Canterbury Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with	3 3321 Ravine Place	Chateau	and one-half baths, bedroom and a den, a concrete patio and attached two-car garage, all at ground level and a partial second floor level with	\$125,900.00	
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two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with	13 3316 Ravine Place	Canterbury	two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with	\$149,900.00	
	13 3318 Ravine Place	Canterbury	two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with	\$149,900.00	
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<u>BUILDING</u>	<u>UNIT</u>	MODEL TYPE	<u>DESCRIPTION</u>	BASE SALE <u>PRICE</u> *
13	3320 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two-car garage, all at ground level, with an additional third room or den.	\$156,900.00
12	3310 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two- car garage, all at ground level, with an additional third room or den.	\$151,900.00
12	3312 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two- car garage, all at ground level, with an additional third room or den.	\$156,900.00
12	3330 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two- car garage, all at ground level, with an additional third room or den.	\$151,900.00
12	3332 Ravine Place	Canterbury	Kitchen, living room, dining room, two baths, two bedrooms, a screened porch and attached two- car garage, all at ground level, with an additional third room or den.	\$156,900.00

<sup>\*</sup> Base Sales Prices are subject to change.