

9600019862
Filed for Record in
BUTLER COUNTY, OHIO
JOYCE B THALL
On 04-11-1996 At 02:20 pm.
DECL 334.00
Vol. 6011 Page 610

O.R. 6011 PAGE 0610

**DECLARATION OF CONDOMINIUM OWNERSHIP
FOR**

THE MEADOW OF WILDWOOD CONDOMINIUM

The undersigned hereby certifies that copies of the DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE MEADOW OF WILDWOOD CONDOMINIUM together with drawings and the legal description of the property described therein, have been filed in the office of the Auditor of Butler County, Ohio.

Dated: April 11th, 1996

BUTLER COUNTY, OHIO AUDITOR

By: *C. Milillo Deputy*
Name: *Ray Rogers*
Title:

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE MEADOW OF WILDWOOD CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM OWNERSHIP (the "Declaration") is made as of the _____ day of March, 1996, by TOWNE DEVELOPMENT GROUP, LTD., an Ohio limited liability company ("Declarant").

A. Declarant is the owner of certain real estate located in the City of Fairfield, Butler County, Ohio, consisting of approximately 19.4 acres (the "Property"), which is legally described on Exhibit A-1 attached hereto and by this reference incorporated herein.

B. Declarant desires to submit a portion of the Property to the condominium form of ownership pursuant to Chapter 5311 of the Ohio Revised Code, and to establish certain covenants, easements, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in that portion of the Property, and their heirs, successors and assigns, and shall inure to the benefit of each owner of the Property.

C. Initially, Declarant intends to subject all of the Property depicted on Exhibit A-2 except those areas marked "Future Expansion Area". Declarant reserves the right to either expand the Condominium to include all or any portion of the Property depicted on Exhibit A-2 as "Future Expansion Area" and to make this Declaration binding upon that property and all improvements constructed thereon, or to add all or any portion of the Future Expansion Areas to the Condominium Property as Common Areas.

I. DEFINITIONS

A. "Assessments" - all assessments that may be levied by the Association pursuant to Article VI of this Declaration, the Regulations and the Condominium Law, including without limitation, Initial Assessments, Special Assessments, Unit Assessments and Annual Assessments.

B. "Association" - The Meadow of Wildwood Condominium Association, Inc., an Ohio non-profit corporation, its successors and assigns, which has been established pursuant to Chapter 1702 of the Ohio Revised Code. Copies of the Articles of Incorporation (the "Articles") and Code of Regulations (the "Regulations") of the Association are attached as Exhibit B-1 and B-2, respectively.

C. **"Board"** - the Board of Managers designated by Developer and/or elected by the Association to manage the property and affairs of the Association, as further described in the Regulations.

D. **"Building(s)"** - initially, Buildings 2 and 3 which are a part of the Condominium Property, as detailed on Exhibit A-2 and in the Drawings. If any additional building(s) are subsequently constructed on the Condominium Property and subjected to this Declaration as set forth in Article IX, then the term "Buildings" shall be deemed to include such additional building(s).

E. **"Capital Expenditures"** - expenses incurred for improvements or enhancements of the recreational areas comprising the Common Areas, paving private roads or similar expenses for major construction or repair projects within the Condominium Property.

F. **"Common Areas"** - all of the Condominium Property other than those portions described in the Declaration and the Drawings as Units, as further described in Section III.C.

G. **"Common Expenses"** - all expenses designated as such in the Condominium Act or in the Condominium Documents, or both.

H. **"Common Profits"** - the amount by which the total income received by the Association from the Assessments and any other fee, charge or income exceeds expenses allocable to same.

I. **"Condominium Law"** - the statutory law of Ohio regulating condominiums, currently codified in Chapter 5311 of the Ohio Revised Code.

J. **"Condominium Documents"** - the Articles, the Regulations, the Drawings and this Declaration, as the same may be amended or supplemented from time to time.

K. **"Condominium Property"** - initially, that portion of the real property legally described in attached Exhibit A-1 which is depicted in Exhibit A-2 and the Drawings, together with all improvements located thereon, and thereafter, such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances. The Condominium Property includes all of the Units, the Common Areas (including the Limited Common Areas) and the Green Space Area. (The Condominium Property does not include the Future Expansion Areas unless and until added pursuant to Article IX.)

L. **"Developer"** - Towne Development Group, Ltd., and any successor or assign that is actively engaged in the business of developing the Condominium Property, constructing the Units or selling the Units. (Developer is also sometimes referred to herein as the "Declarant.")

M. "Drawings" - the detailed drawings of the Condominium Property, which are attached as Exhibit C, as the same may be amended or supplemented from time to time.

N. "Future Expansion Areas" - that portion of the real property legally described in attached Exhibit A-1, depicted in attached Exhibit A-2 and further described in Article IX.

O. "Green Space Area" - that portion of the real property legally described in attached Exhibit A-1, depicted in attached Exhibit A-2, which has been reserved as open space, as further described in Article X.

P. "Limited Common Areas" - the Common Areas designated on the Drawings as Limited Common Areas and reserved for the use of or serving a certain Unit to the exclusion of the other Units, as further described in Section III.D. Limited Common Areas are *not* part of a Unit, however, each Unit Owner shall have an appurtenant interest in and the exclusive use and possession of those Limited Common Areas, if any, reserved to his/her Unit. (Unless specifically excluded, all references to Common Areas shall be deemed to include the Limited Common Areas.)

Q. "Property" - all of the real property legally described in attached Exhibit A-1 or that is now or hereafter owned in fee simple by the Association, together with all easements and appurtenances, as the same may be amended or supplemented from time to time. The Property includes the Condominium Property and the Future Expansion Areas.

R. "Rules" - the rules and regulations governing use of the Condominium Property, as may be established by the Board from time to time pursuant to Section V.D.

S. "Unit" - that part of the Condominium Property subject to individual ownership consisting of the space shown on the Drawings, as further described in Section III.B.

T. "Unit Owner(s)" - the record owner(s), of fee simple title to a Unit and a percentage interest in the Common Areas.

II. SUBMISSION OF CONDOMINIUM AND PURPOSES

A. Submission to Condominium Law. Declarant hereby submits the Condominium Property to the condominium form of ownership under the Condominium Law. In addition, Declarant reserves the right to either (i) expand the Condominium to include any or all of the Future Expansion Areas and to make this Declaration binding upon that property and all improvements constructed thereon, or (ii) add any or all of the Future Expansion Areas to the Condominium Property as Common Areas, in either case, by complying with the procedures outlined herein and by filing the necessary amendments to this Declaration.

B. Purposes. The purposes of submitting this property to the provisions of the Condominium Law are: to divide it into condominium units that may be conveyed to and owned by separate owners; to provide for single-family residential living; to grant rights to an established association to administer the Condominium and to raise funds through assessments; and to impose certain covenants, easements, conditions and restrictions upon the Condominium Property for the benefit of all Unit Owners in furtherance of the following goals:

1. Compliance with all zoning and similar governmental regulations;
2. Promotion of the health, safety and welfare of all Unit Owners and residents of the Condominium Property;
3. Preservation, beautification and maintenance of the Condominium Property and all improvements; and
4. Establishment of requirements for the development of the Condominium Property regarding land use, architectural features and site planning.

C. Ownership of Units. Each Unit Owner shall own his/her Unit and/or Garage in fee simple, together with an appurtenant, undivided interest in the Common Areas. Each Unit, Garage and that Owner's percentage interest of ownership in the Common Areas shall be deemed to be a separate parcel of real property for purposes of taxation and assessment.

D. Ownership of Common Areas. The Common Areas (not including the Garages) shall be owned by all of the Unit Owners as tenants in common. Such ownership shall be undivided and no action for partition of any part of the Common Areas may be maintained (except as specifically provided in the Condominium Law), and no Unit Owner may waive or otherwise release any right in the Common Areas (not including the Garages) except as expressly set forth in this Declaration. Each Unit Owner's percentage interest in the Common Areas is set forth in Exhibit D, which is subject to adjustment as set forth in Article IX.

III. DESCRIPTION OF CONDOMINIUM PROPERTY

A. Description of Buildings. Initially, and until Declarant elects to expand the Condominium by adding additional Buildings (if ever), there will be two Buildings located on the Condominium Property: Building 2 contains Units 128-139 and Building 3 contains Units 140-151. Each Building is comprised of two stories and a basement and consists of a total of 12 Units, containing a total of approximately 14,160 to 14,175 net square feet of space. The location of each Building, Garage and Unit is shown on the Drawings. The principal building materials are: wood, brick, concrete, vinyl siding, aluminum gutters and fiberglass asphalt shingles.

B. Description of Units. Each Unit subject to this Declaration consists of the space designated on the Drawings as being that Unit, which space is bounded by and includes:

1. all drywall on perimeter walls, ceilings and interior walls;
2. the finished interior surfaces, including paint, lacquer, varnish, wallpaper, carpet, tile, wood and other finishing material applied to or making up the floors, ceilings, interior and perimeter walls and doors;
3. all windows, screens and doors, including the frames, sashes, sills, glass, molding, trim, hardware and jambs and the space occupied thereby;
4. all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the Building and from any utility pipes, lines or systems serving the entire Building or more than one Unit thereof, including without limitation, built-in cabinets, smoke detectors, cables, heat pumps, sump pumps, built-in appliances, all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, and the space occupied by all of those items;
5. the entire heating, ventilating and air-conditioning system for that Unit, including all elements located within and outside the boundaries of that Unit; and
6. all plumbing, electrical, heating, cooling and other utility service pipes, accessories, lines, wires, ducts, or conduits that exclusively serve the Unit or the fixtures located therein and which are located within the boundaries of that Unit;
7. but not the following (even if located within a Unit): all spaces between perimeter walls and spaces located outside the boundaries of any Unit; any supporting wall, structural element or fixture of the Building that is necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property; roof trusses, plywood, shingles and insulation; and all plumbing, electrical, heating, cooling and other utility service pipes, accessories, lines, wires, ducts, or conduits that service any other Unit.

All Units contain two bedrooms and two full bathrooms, a kitchen, a dining room, a living room, a laundry room, an entryway and hallway, and various closets. There is either a patio or deck off of the living room of each Unit, which is reserved for the exclusive use of that Unit and constitutes Limited Common Area. All Units are being built according to substantially similar plans, with minor variations depending on the location and layout of the Unit within the Building and the options chosen by prospective purchasers. The Unit types are briefly described as follows:

Unit Type A: This Unit type is located on the basement level of each Building and contains approximately 1,130-1,165 net square feet. This Unit type also contains a patio area. Each Building contains 4 Type A Units.

Unit Type B: This Unit type is located on the first level of each Building and contains approximately 1,175-1,205 net square feet. This Unit type also contains a deck. Each Building contains 4 Type B Units.

Unit Type C: This Unit type is located on the second level of each Building and contains approximately 1,194-1,216 net square feet. This Unit type also contains a deck. Each Building contains 4 Type C Units.

The details of the location and dimensions of each type of Unit are depicted in the Drawings attached to the Declaration

C. Description of Common Areas. The remainder of the Condominium Property which is not included in the definition of a Unit set forth in Section III.B above, constitutes Common Areas, which (except for the Garages) are owned by the Unit Owners as tenants in common, in the proportionate interests as set forth in Exhibit D, as the same may be modified from time to time. The Common Areas are depicted on Exhibit C, and include without limitation, the following: (i) even if located within a Unit: any supporting wall, structural element or fixture of the Building that is necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property; (ii) all plumbing, electrical, heating, cooling and other utility service pipes, accessories, lines, wires, ducts, or conduits that service more than one Unit; (iii) each Building's foundations, foundation walls, roof, roof joist space, columns, girders, joists, beams, lobbies, stairways and stairwells, hallways and windows in the common areas of the Buildings; (iv) sidewalks and yards; (v) outdoor parking areas, driveways, pavement and sidewalks; (vi) trees, lawns, fences, gardens, landscaping and other natural features; (viii) the Green Space Area and improvements located thereon; and (vii) any and all rights and easements benefitting the Condominium Property.

Each Unit Owner shall have the right to use the Common Areas (except for the Limited Common Areas) as a tenant in common with all other Unit Owners, in accordance with the purposes for which they are intended. No Unit Owner may hinder or encroach on the lawful rights of other Unit Owners with respect to such use. Use of the Common Areas shall be

subject to and governed by the provisions of the Condominium Law and the Condominium Documents.

D. Limited Common Areas. Each Unit Owner is granted an exclusive license to use and occupy the Limited Common Areas designated for that particular Unit in the Drawings, or reserved to that Unit, or owned by that Unit Owner (in the case of Garages). The Limited Common Areas include those portions of the Common Areas designated on the Drawings as being reserved for the use of a certain Unit to the exclusion of all other Units, including the window wells (basement Units only), private patios and decks adjacent to each Unit, and the installation of any central services serving only a certain Unit or limited number of Units (such as power, light, gas, cold water, refrigeration and incineration and all other apparatus and installations serving only a certain limited number of Units, except the furnaces, air conditioners and hot water heaters that are part of each Unit). In addition, Developer will construct up to 48 enclosed, detached Garages for purchase and use by Unit Owners. No Garage may be owned or used by any person who is not a Unit Owner.

E. Computation of Percentage Interest in the Common Areas. The extent of each Unit Owner's percentage interest ownership of the Common Areas is listed on attached Exhibit D, which shall be determined by dividing the Unit's par value by the aggregate value of all par values of all Units. No Unit Owner may waive or release any rights in the Common Areas, and each Unit Owner's undivided interest in the Common Areas will not be separated from the Unit to which it is appurtenant. The percentage interests of all Units shall remain constant and shall not be changed except as permitted in Article IX or by an amendment to this Declaration or as otherwise permitted by law.

F. Addition of Future Expansion Areas. Declarant reserves the right to construct additional buildings, garages and common areas within any or all of the Future Expansion Areas marked on Exhibit A-2, as further described in Article IX.

IV. MEMBERSHIP

A. Formation. Declarant has formed the Association to administer the Condominium Property in accordance with the provisions of the Condominium Law and the Condominium Documents by filing the Articles with the Ohio Secretary of State.

B. Membership. Every Unit Owner shall be deemed to have a membership in the Association upon acquisition of an ownership interest in a Unit. Membership is a right appurtenant to and inseparable from an Unit Owner's fee simple title to a Unit, and such right of membership shall automatically transfer to any transferee of fee simple title to a Unit at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Unit Owner's membership. There shall be no more

than one membership per Unit owned. In the event an Unit Owner consists of more than one person, such persons shall have one membership in the Association in common. Declarant/Developer shall be a Member so long as it retains title to any Unit.

C. Service of Process. The person to receive service of process for the Association until the Unit Owners' assumption of control of the Association (defined in the Regulations) shall be *Philip T. Montanus, 1055 St. Paul Place, Cincinnati Ohio 45202*. The Board may remove, at any time, any person acting as statutory agent for the Association, and designate a successor. Upon the Unit Owners' assumption of control of the Association, the name and address of the President of the Association shall be filed with the Secretary of State of Ohio as statutory agent on the appropriate form for a non-profit corporation.

V. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Powers. The Association shall have all of the powers and rights granted to it by the Condominium Law and the Condominium Documents.

B. Common Areas. The Association, subject to the rights of the Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas (subject to the obligations of Unit Owners with respect to the Limited Common Areas as set forth herein), if any, and all improvements thereon, and shall keep them in a good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. All costs of administration, repair, maintenance and replacement of the Common Areas (subject to the obligations of Unit Owners with respect to the Limited Common Areas as set forth herein) shall be Common Expenses.

C. Personal Condominium Property and Real Condominium Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold, or other property interests within the Condominium Property, if any, conveyed to it by the Developer; provided that any transaction involving more than Ten Thousand Dollars (\$10,000) (the initial "Threshold") must be authorized in advance by a majority vote of the Members. The Threshold amount shall be adjusted annually to reflect the adjustment in the Consumer Price Index for All Urban Consumers, All Items published by the United States Department of Labor, Bureau of Labor Statistics, All City Average. If the CPI becomes unavailable to the public for any reason, a comparable index shall be substituted based upon changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major financial institution, university or recognized financial publisher.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Condominium Property, which shall be consistent with this Declaration. The Association shall have the power to impose sanctions on Unit Owners, including without limitation: (i) reasonable monetary fines which shall be considered Unit

Assessments, (ii) suspension of the right to vote as Member of the Association, and (iii) suspension of the right to use the Common Areas. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration or the Rules against any Unit Owner, tenant, guest or invitee of any Unit Owner, then the amount shall be considered a Unit Assessment.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio and the Condominium Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Contracts and Management Agreements. The Board may retain and employ on behalf of the Association a managing agent (the "Management Company"), which may be Developer, and may delegate to the Management Company such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Management Company shall be a Common Expense. Neither the Association nor the Unit Owners will be subject to any contract, management agreement, or lease executed prior to the Unit Owners' assumption of control of the Association unless such contract, management agreement, or lease is extended by the Association within one year after the Unit Owners' assumption of control of the Association, and shall allow for termination by either party, without cause, and without penalty, upon not more than 90 days' prior written notice.

G. Insurance: Bonds.

1. The Association shall be required to obtain and maintain adequate blanket property insurance, comprehensive "all risk" casualty insurance, liability insurance and flood insurance, covering all of the Condominium Property (including all of the initial improvements on each Unit, but not subsequent improvements or Unit Owners' personal property, furniture or fixtures), for 100% of the current replacement cost, in amounts commonly required by prudent institutional mortgage investors in the State of Ohio.

2. Further, the Association shall obtain and maintain the following: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association, (d) additional insurance against such other hazards and casualties as required by law, (e) any other insurance the Association deems necessary, and (f) such other insurance as shall be customarily carried with respect to buildings similar in construction, location and use as the Buildings. The premiums on all bonds and insurance shall be paid by the Association as a Common Expense.

3. All such insurance policies and bonds shall: (i) be in the name of the Association for the use and benefit of the individual Unit Owners, with the proceeds payable to

the Association, as trustee for the Unit Owners, (ii) provide that they are not cancelable without at least 10 days' prior written notice to all of the insureds, including any mortgagee of a Unit, (iii) contain a waiver of the right of subrogation against Unit Owners individually, and (iv) be primary in the event any Unit Owner has other insurance covering the same loss.

4. In the event of damage or destruction of any portion of the Common Areas, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment against all Unit Owners pursuant to Section VI.G to cover the additional costs. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners in accordance with their percentage of ownership interest in the Common Areas, remittances to Unit Owners and their mortgagees being payable to them jointly.

5. Each Unit Owner hereby appoints the Association as its attorney-in-fact to purchase and maintain such insurance, to adjust all claims arising under insurance policies purchased by the Association, to execute and deliver releases, and upon the payment of claims, to make appropriate disposition of the proceeds, and to perform all other acts necessary to accomplish such purposes.

6. All insurance policies and bonds shall be reviewed at least bi-annually by the Board to determine whether the coverage contained therein is sufficient.

7. Each Unit Owner shall be responsible for any other insurance coverage not required to be maintained by the Association, including without limitation, insurance covering their personal property.

8. Unit Owners shall also be responsible for payment of any deductibles applicable to Association insurance policies (which shall be included in Common Expenses) as well as their own policies.

H. Casualty Damage. If any part of the Condominium Property is damaged by casualty, and (i) if less than fifty percent (50%) of the Units are found by the Board to be untenantable after the casualty, then the damaged property shall be reconstructed or repaired by the Board; or (ii) if more than fifty percent (50%) of the Units are found by the Board to be untenantable after the casualty, then, immediately after the casualty, the Board shall obtain a reliable and detailed estimate of the cost to rebuild or repair.

In either case, immediately after the determination of the amount of insurance proceeds, the Board shall give written notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of the proceeds, and calling a meeting of all Unit Owners within 30 days after the mailing of such notice. The Board shall promptly reconstruct or repair the damaged property

unless seventy-five percent (75%) or more of the voting power of the Association and a majority of the first mortgagees (each first mortgagee having one vote for each Unit on which it has a first mortgage) decide not to reconstruct or repair within 90 days after the casualty, in which case the Condominium Property shall be subject to an action for partition.

If the damage for which the insurance proceeds are paid is to be repaired or reconstructed, then the proceeds shall be paid first to defray the costs thereof. In the event of (x) any excess insurance proceeds remaining after defraying all costs, or (y) it is determined that such damage shall not be reconstructed or repaired, then such excess or proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. Any expense of repair or reconstruction in excess of insurance proceeds received shall be assessed as a Common Expense against the beneficial Owners. If all of the Condominium Property is not repaired or replaced, then the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Condominium Property and the insurance proceeds attributable to Units and Limited Common Areas that are not rebuilt must be distributed to the beneficial Owners of those Units and the Owners of the Units to which those Limited Common Areas were reserved, and the remainder, if any, distributed to all Unit Owners in accordance with their percentage of ownership interest in the Common Areas.

Any reconstruction or repair must be substantially in accordance with plans and specifications for the original improvements or as approved by the Unit Owners directly affected, the Board, and a majority of the first mortgagees of the affected Units. The Board shall be responsible for reconstruction and repair. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds.

I. Condemnation. The Association shall represent the Unit Owners in any condemnation proceedings, negotiations, settlements or agreements with the condemning authority for acquisition of the Common Areas, or any portion thereof. Each Unit Owner hereby appoints the Board as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of all Unit Owners. If economically feasible, the awards and proceeds shall be used for the restoration and repair of the affected property. If the award is insufficient to pay for the necessary repair or restoration work, then the Board shall levy a Special Assessment against all Unit Owners to raise funds for the deficit. Any excess award shall be allocated to the respective Owners in accordance with their percentage of ownership interest in the Common Areas, except as to such portion(s) of such award attributable to direct or consequential damages suffered by particular Unit(s) as determined by a court of competent jurisdiction, which shall be apportioned among and distributed to the Owner(s) of such Unit(s) or their mortgagees, as their interests may appear, in the ratio that each such damaged interest bears to the aggregate interest of all Unit Owners so damaged. If a partial taking results in the taking of an entire Unit, then the Owner of that Unit shall cease to be a Member of the Association and his/her percentage ownership interest in the Common Areas shall be reallocated to the remaining Unit Owners. Exhibit D shall be amended to reflect such reallocation. In the case of a total taking of all of the

Condominium Property, the Condominium shall be terminated and the entire award shall be payable to the Association, to be distributed to all Unit Owners in accordance with their percentage of ownership interest in the Common Areas.

J. Books, Records. Upon the reasonable request of any Member, the Association shall make available for inspection all books, records and financial statements of the Association.

K. Distribution of Awards and Proceeds. No Unit Owner shall received any portion of his/her share of any awards or proceeds pursuant to this Article unless and until all liens, assessments and encumbrances on his/her Unit have been paid, released or discharged in full.

VI. ASSESSMENTS

A. Liability for Common Expenses. Each Unit Owner will pay to the Association his/her share of Common Expenses, including all Assessments, according to his/her percentage of ownership interest in the Common Areas. In addition, each Unit Owner will pay to the Association all Unit Assessments levied against him/her. No Unit Owner will be exempted from this obligation by waiving the use or enjoyment of the Common Areas or by abandoning his/her Unit.

B. Operating Account(s); Reserve Fund. The Board shall establish an operating account(s) for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Areas and performing its obligations hereunder. The Board shall deposit all Initial Assessments and Annual Assessments into the operating account(s). In addition, the Board shall establish a reserve fund for Capital Expenditures. The operating account(s) and reserve fund may be deposited with any institution or may be invested in any manner which the Board, in the exercise of its reasonable business judgment, deems beneficial for the Association. The proportionate interest of each Unit Owner in the operating account(s) and reserve fund shall be appurtenant to his/her Unit, shall not be separated from such Unit and shall be deemed to be transferred with the fee simple title to such Unit.

C. Types of Assessments. Each Owner, by accepting a deed to a Unit, is deemed to covenant and agree, to pay to the Association the following assessments: (i) an Initial Assessment; (ii) Annual Assessments; (iii) Special Assessments; and (iv) Unit Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Areas or by abandoning his/her Unit. Initial and Annual Assessments shall be fixed at a uniform rate for all Units.

D. Initial Assessment. Each Owner shall pay an Initial Assessment at the time he/she accepts title to the Unit, of approximately One Hundred Ten Dollars (\$110.00). Unit Owners that also own Garages shall pay an Initial Assessment at the time he/she accepts title to the Unit and Garage, of approximately One Hundred Eighteen and 50/100 Dollars (\$118.50).

E. Unit Assessments.

1. **Unit** - The Board may levy a Unit Assessment against any Unit(s) to reimburse the Association for costs incurred on behalf of the Unit(s) and the Limited Common Areas assigned to that Unit, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Unit Assessment by the Board.

2. **Garage** - The Board may levy a Unit Assessment against any Unit Owner(s) who owns a Garage to reimburse the Association for costs incurred on behalf of the Unit Owner(s) with respect to the Garage, including without limitation, costs associated with maintenance and repair of the Garages that are the responsibility of the Owner; costs of insurance premiums; costs of exterior and structural repair or replacement of the Garages; costs of any utility expenses; and all other charges reasonably determined to be a Unit Assessment applicable to the Garages by the Board. Unit Owners who do not own a Garage shall not be required to share costs incurred on behalf of Garages.

3. **General** - The Board may levy a Unit Assessment in the nature of a fine reasonably determined by the Board against the Unit of any Owner who damages any portion of the Condominium Property, violates the Rules or any provision of this Declaration, or suffers or permits his/her family members, guests, invitees or tenants to damage any portion of the Condominium Property or violate such Rules or provisions of this Declaration. Upon its determination to levy a Unit Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Unit Assessment, 10 days prior to the effective date of the levy of any Unit Assessment.

F. Annual Assessments. The Board shall exercise the power to determine the amount of Common Expenses and to levy Assessments therefor. The Board shall estimate the Common Expenses of the Association before the beginning of each calendar year and shall establish the amount of Assessments. Each Owner shall pay that portion of the Annual Assessment allocable to his/her Unit. As of the execution date of this Declaration, Declarant estimates that the Annual Assessments shall be approximately:

1. **Unit** - One Thousand Three Hundred Twenty Dollars (\$1,320.00) per year, per Unit, payable on the first day of each month in equal monthly installments of One Hundred Ten Dollars (\$110.00); and

2. **Garage** - One Hundred Two Dollars (\$102.00) per year, per Garage, payable on the first day of each month in equal monthly installments of Eight and 50/100 Dollars (\$8.50);

provided, however, that the Board shall be entitled to adjust the amount of the Annual Assessments at any time, without prior notice to the Owners, if it determines that the current Assessments are excessive or insufficient to maintain the Common Areas and other Association expenses.

G. Special Assessments.

1. Consent Not Required - The Board may levy against any Unit(s) a Special Assessment to construct, reconstruct or replace components of the Common Areas to the extent that awards, proceeds or reserves are insufficient, without the consent of the Association. To the extent that only certain Unit(s) are benefitted from such work, only those Unit Owner(s) shall be assessed.

2. Consent Required - The Board may levy against any Unit(s) a Special Assessment to pay for new Capital Expenditures or interest expense on indebtedness incurred for the purpose of making new Capital Expenditures not projected to be paid out of the reserve fund; provided that any such assessment shall have the assent of seventy-five percent (75%) of the voting power of the Association. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 7 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

H. Taxes. Until the Units are separately assessed, the Association will pay the real estate taxes and assessments attributable to the Condominium Property and assess each Unit Owner for his/her share of such taxes and assessments as Special Assessments based on that Unit's percentage interest in the Common Areas. Once the Units are separately assessed, each Unit Owner shall be responsible for paying real estate taxes and assessments attributable to his/her Unit.

I. Utilities. Each Unit and the Common Areas will be separately metered for gas, electric, sewer and water services; each Unit Owner is responsible for payment of utility bills attributable to his/her Unit. The Association will pay the utilities costs attributable to the Common Areas, which costs shall be included as a Common Expense.

J. Units Owned by Developer. Developer will assume the rights and obligations of a Unit Owner in condominium ownership interests not yet sold, including without limitation, paying applicable Assessments (but not Initial Assessments) on any Developer-owned Units beginning the first month after the later to occur of (i) recordation of this Declaration, or (ii) completion of construction of that Unit, and continuing until the sale of that Unit, at which point the purchaser shall be responsible for paying applicable Assessments (including Initial Assessments) as set forth herein. [For purposes of this subparagraph only, "completion of construction" of a Unit shall be defined as installation of carpeting in that Unit.] Developer will fund any operating deficit of the Association until the earlier to occur of (i) the Unit Owners' assumption of control of the Association, or (ii) one year after the sale of the first Unit.



K. Remedies.

1. Late Charge: Acceleration. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, then the Board may charge a collection fee of \$25 for each month that such Assessment remains unpaid.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the personal obligation of the Unit Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Unit Owner(s) personally obligated to pay any delinquent assessment. A Unit Owner's personal obligation for a Unit's delinquent Assessments shall not pass to his/her successors in title who acquire an interest after any Assessment becomes due and payable unless expressly assumed by them or required by applicable law. Except as otherwise provided herein, the transfer of an interest in a Unit shall neither impair the Association's lien against that Unit for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Unit against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a Certificate of Assessment Lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the Recorder of Butler County, Ohio, containing a description of the Unit which the lien encumbers, the name(s) of the record Unit Owner(s), the amount of the unpaid portion of the Assessment, and such other information as the laws of the State of Ohio may require. The Certificate may be signed by any officer or special authorized agent of the Association. Upon the filing of the Certificate, the subject Unit shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by Ohio law for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be prior to any lien or encumbrance subsequently arising or created, and subordinate to the lien of all real estate taxes and assessments and any *bona fide* first mortgage filed with the Butler County, Ohio Recorder for that Unit. Such lien may be foreclosed in the same manner as a mortgage on real property in an action on behalf of the Association.

4. Foreclosure of Lien. In any foreclosure of a lien for Assessments, the Unit Owner subject to the lien shall be required to pay for all expenses of collection, including without limitation reasonable attorneys' fees, and the Board shall be entitled to appoint a receiver to collect same.

5. Vote on Association Matters; Use of Common Areas. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Areas, except for necessary ingress and egress to his/her Unit, shall be suspended until such Assessment is paid.

6. Distribution of Common Expenses/Profits. Common Profits shall be distributed among, and Common Expenses shall be charged to, all Unit Owners according to their percentage interest in the Common Areas, as and when determined in the discretion of the Board.

VII. MAINTENANCE

A. Maintenance by Association. The Association shall maintain, replace and repair the Common Areas, including without limitation: (i) foundations and foundation walls; (ii) window wells, decks and patios; (iii) all landscaping and other flora, structures, and improvements situated upon the Common Areas; (iv) all personal property used in connection with the operation of the Common Areas; (v) all public sewer lines and water mains from the building line of each Unit to the point of connection to the public main; (vi) 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; (vii) street cleaning and snow removal of all private streets; (viii) all exterior and structural portions of the Limited Common Areas including those portions of the Limited Common Areas that contribute to the support of the Buildings (excluding interior finished surfaces of interior walls and ceilings and floors of Units) or the Common Areas; and (ix) performing the following exterior maintenance to improvements located on each Unit: painting, repair and replacement of roofs, gutters, downspouts, and exterior building surfaces.

B. Maintenance by Owner. Except as expressly stated in Section VII.A, each Owner shall repair, replace, and maintain in good order and condition, at his/her expense, all interior portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Unit and the Limited Common Areas reserved to his/her Unit. This responsibility includes without limitation: promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense, all maintenance, repairs and replacements within such Unit that, if omitted, would adversely affect the safety of the Common Areas, including without limitation: windows (frames, screens and trim), entryways and doors (frames, jams, hardware, trim, threshold plates and weatherstripping), air conditioning pads, porches and stoops, skylights (if any), all utilities, fixtures and mechanical equipment servicing the Unit located within that Unit (including HVAC equipment), the interior, non-structural portions of Garages (including doors, tracks, springs, rollers and related parts and electric door openers, *but not* including exterior or structural replacement or repair unless required as a result of Owner's negligence or willful misconduct), extermination (interior and exterior), sump pumps, and interior damage (regardless of cause). In addition, each Owner shall maintain those portions

of his/her Unit that are adjacent to any portion of the Common Areas in accordance with the Condominium Documents.

C. Right of Association to Repair. If any Owner fails to maintain his/her Unit and Limited Common Areas in the manner required herein, and if the Board determines that any maintenance is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Areas or any other Unit(s) by Owners, or to prevent damage to or destruction of any other part of the Condominium Property, then the Board may authorize its employees or agents to enter the Unit at any reasonable time to complete the necessary maintenance and the Board may levy a Unit Assessment for all reasonable expenses incurred. The Association shall be entitled to enter any Unit or Limited Common Areas to repair or maintain the same and/or any Common Areas adjacent to such Unit or Limited Common Areas.

D. Damage Caused By Owner or Occupant. If the Common Areas or any portion of the Condominium Property is damaged arising from the negligence of any Owner or occupant of a Unit, his/her family, guests, or invitees, then the Board shall levy a Unit Assessment against such Owner for the cost of repairing or replacing the damaged property. The amount of such Assessment shall not exceed Owner's liability under applicable state law.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Condominium Property shall run with the land and be binding upon the Developer and every Unit Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Units. Except as otherwise permitted herein, each Unit shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. Each Unit may be occupied by no more than four (4) people (*i.e.*, two people per bedroom). Except for the construction, sales and management activities of Developer, no profession, home occupation, trade or industry of any kind (other than those permitted by law) may be conducted, permitted or maintained on any part of the Condominium Property without the prior written approval of the Board.

B. Use of Common Areas. The Common Areas may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of a Unit. All uses of the Common Areas shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of the Condominium Documents and the Condominium Law. There shall be no obstruction of, or storage of anything within, the Common Areas, except as agreed to with the prior consent of the Board. There shall be no playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas (*not* including the Limited Common Areas, subject to section C

below), except as set forth in the Rules. Nothing shall be altered, constructed in, removed from or added to the Common Areas without the prior written approval of Declarant and/or the Board.

C. Use of Limited Common Areas. The Limited Common Areas may be used exclusively by the Unit Owner who has reserved or been assigned use of or (in the case of Garages) who own such areas, subject to the restrictions set forth in the Condominium Documents, including without limitation, the Rules. Only outdoor furniture, plants and grills may be kept on the decks and patios, provided that they do not interfere with another Unit Owner's use or enjoyment of his/her Limited Common Areas. Firewood, baby carriages, playpens, bicycles, wagons, toys or vehicles shall not be stored on decks or patios.

D. Hazardous Actions or Materials. Nothing shall be done or kept in any Unit or in or on any portion of the Common Areas that is unlawful or hazardous, or that might reasonably be expected to increase the cost of insurance covering the Common Areas, or that might unreasonably disturb the quiet occupancy of any person residing on any other Unit. This Section shall not be construed so as to prohibit the Developer from construction activities consistent with recognized residential construction practices. No waste shall be committed on the Common Areas.

E. Exterior Surfaces of Buildings. Except for the construction, sales and management activities of Developer: (i) nothing shall be hung or displayed on the outside of any windows, walls or any Building (including the Garages), and (ii) no sign (for sale, for rent or other), awning, canopy, umbrella, shutter, wall, fence, clothing or laundry, satellite dish or antenna of any type shall be erected, posted or displayed by any Unit Owner upon the exterior surfaces of Buildings or Garages without the consent of the Board, unless otherwise expressly permitted in the Rules.

F. Animals. No animals of any kind shall be raised, bred or kept in any Unit or on any portion of the Common Areas, except no more than two usual and ordinary domestic pets (such as dogs and cats) which may be kept by a Unit Owner within a Unit for non-commercial purposes only. No pets shall be permitted in the Common Areas unless carried or leashed. After five days' notice, the Association may require any Unit Owner to permanently remove a pet which has been repeatedly annoying or harassing any other Unit Owner or occupant. Owners shall prevent their pets from soiling or damaging the Condominium Property and each Owner shall promptly clean, repair or replace any damage caused by his/her pet.

G. Fires. No open fires shall be permitted on the Common Areas, except that outdoor grill-type fires are permitted (if allowed by applicable building codes) within the Limited Common Areas (not including the Garages) by the person entitled to the exclusive use thereof, but only for the preparation of food to be consumed in the adjacent Unit.

H. Nuisances. No noxious or offensive trade shall be permitted in the Common Areas or within any Unit.

I. Hotel/Transient Uses. No Unit may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.

J. Leases. No Unit Owner may enter into a lease for his/her Unit or Garage. Notwithstanding the foregoing, the Board may make an exception to this restriction to allow a Unit Owner to enter into a lease for his/her Unit or Garage in certain, limited hardship cases, such as transfer to another city by the employer of a Unit Owner or his/her spouse, or a *bona fide* but unsuccessful effort to sell the Unit after the Unit has been on the market for an extraordinarily long period of time (in each case, as determined in the Board's sole discretion). However, this prohibition against leasing shall not apply to the Developer or to any *bona fide* first mortgagee in possession of a Unit. In no event shall any portion of the Condominium Property be leased for any transient use (*i.e.* a term of less than 30 days). Finally, any lease permitted by the terms of this Section shall be made expressly subject to the terms of the Condominium Documents.

K. Vehicles. Parking of vehicles shall be limited to designated parking areas and Garages. No inoperable vehicle shall be parked on the Common Areas. Permitted vehicles include passenger cars, compact light duty trucks (with a maximum gross volume weight of 3,000 pounds) and minivans. Recreational vehicles (such as boats, larger vans, larger trucks, motorcycles, campers or trailers) are expressly prohibited anywhere within the Condominium Property, unless parked at all times within a Garage. The major repair or extraordinary maintenance of cars or other vehicles may not be carried out anywhere within the Condominium Property. Notwithstanding the foregoing, no Owner shall be entitled to use, keep or store more than two vehicles per Unit anywhere on the Condominium Property. Except for the activities of Developer during the original construction or development of the Condominium Property, no commercial vehicle (including taxicabs and trucks used for business purposes, *i.e.*, those having signs or ladder racks) shall be kept upon the Condominium Property unless completely enclosed within a Garage. In addition, the Board may create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Areas. In addition to its authority to levy Unit Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules, levy fines or take any other appropriate action.

L. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Condominium Property, no burning or storage of trash of any kind shall be permitted on the Condominium Property. All trash shall be deposited in covered, sanitary containers, screened from view, in locations designated by the Board. All trash shall be collected by the same waste hauling service (to be chosen by the Board) on the same day each week.

M. Recreational Devices. No fence, basketball goal and net, or other recreational device shall be permitted anywhere on the Common Areas (*not* including the Limited Common Areas), without the prior written approval of the Board.

N. Enforcement of Restrictions. In addition to any other remedy provided in the Condominium Documents or the Condominium Law, the Association is empowered to levy fines upon Unit Owners for any violation of a restriction set forth in this Article, pursuant to a schedule of fines established by the Board, as may be revised from time to time. All unpaid fines shall be assessed to the Unit as a Unit Assessment, including without limitation reasonable attorneys' fees, and the Association shall have a lien for same, which may be enforced by the terms of this Declaration.

O. Nondiscrimination. No Unit Owner (including Developer), or its agent, employee or representative, shall discriminate on the basis of race, religion, color, sex, handicap, familial status or national origin, in the sale or rental of any Unit, or in the use of the Common Areas.

P. Design Guidelines. The exteriors of all Units and Garages, pedestrian walkways, driveways, parking areas, dumpster pads and enclosures (if any), signage and landscaping shall not be altered (including without limitation, siding material or color, trim material or color, brick color, lighting fixtures, roofing material or color) without the approval of the Board, nor shall any temporary or permanent facilities or structures be added to the Condominium Property without approval of the Board and any applicable governmental authorities.

IX. EXPANSION OF THE CONDOMINIUM

A. Reservation by Declarant. Declarant explicitly reserves the right to expand the Condominium from time to time and at any time, pursuant and subject to the terms of this Article, to include any or all of the Future Expansion Areas, which are depicted on Exhibit A-2, by adding additional Buildings and by constructing related improvements and additional Common Areas and Limited Common Areas (including Garages) to serve those additional Buildings. In the alternative, Declarant reserves the right to add all or any portion of the Future Expansion Areas to the Condominium Property as Common Areas by filing an amendment to this Declaration at any time within the time period for expansion as set forth in Section IX.B. Until such time as Declarant exercises either option under this Section, the Future Expansion Areas shall be owned by Declarant, who shall be responsible for all incidents and obligations of ownership, including without limitation, the payment of real estate taxes and assessments. Declarant's right to expand the Condominium is without limitation and the consent of the Unit Owners is not required for such expansion.

B. Time Period for Expansion. Declarant's right to expand the Condominium must be exercised, if at all, on or before the date that is seven years after the date that this Declaration is filed for record with the Butler County, Ohio Recorder. This 7-year period may be renewed at the option of Declarant by exercising such renewal right within six months prior to the expiration of the original 7-year period and with the consent of a majority of the Unit Owners (other than Declarant). If the option to renew is exercised, then written evidence of

Declarant's exercise and the consent of the majority of the Unit Owners shall be filed as an amendment to this Declaration.

C. Additional Improvements. Declarant is not obligated to add any or all of the Future Expansion Areas to the Condominium and may elect to add one or more Future Buildings in any order it desires and without being obligated to add any other Future Building. There are no limitations on the locations of any improvements that may be added to the Condominium as part of any expansion pursuant to this Section. Notwithstanding the foregoing, Declarant intends to cause the Future Expansion Areas (if any) to be added to the Condominium as Buildings and Garages compatible with and of substantially equal quality of construction, constructed of similar principal materials and with similar architectural style as the buildings and other improvements originally submitted to the Condominium; but Declarant reserves the right to change its plans and forego any or all of the foregoing without notice to, or the consent of, the Unit Owners.

D. Maximum Number of Units and Garages. Declarant establishes that the maximum number of Units that may be added to the Condominium is 36, for a maximum total of 60 Units. The Planning Commission of the City of Fairfield, Ohio and the Recorder and Auditor of Butler County, Ohio have approved a plat of the proposed development providing for up to 60 residential condominium units in five buildings on the Property. Other than as stated above, there is no limitation on the maximum number of Units that may be constructed on the Property. In addition, Declarant establishes that the maximum number of Garages that may be added to the Condominium pursuant to this Section is 24, for a maximum total of 48 Garages.

E. Limitations on Units. Although Declarant intends that the Units to be added to the Condominium pursuant to this Section will be compatible and substantially identical to the Units previously submitted, there are no limitations as to the types of Units that may be added. Par values of .09 shall be assigned to all Units in the additional Buildings.

F. Amendment to Declaration to Add Future Expansion Areas. Each time Declarant exercises the option to expand the Condominium, Declarant shall execute and record an amendment to the Declaration pursuant to the Condominium Law, and shall revise the Drawings accordingly. Each such amendment shall reallocate each Unit's percentage interest in the Common Areas as set forth on Exhibit D, which shall be the par value of that Unit (.09) divided by the total par value of all Units within the Condominium, including those added by such Amendment. With each expansion of the Condominium and amendment to this Declaration, the Units and/or the Common Areas added will be made subject to this Declaration, and shall comprise one single Condominium, and the unit owners will become members of the Association to the same extent and with the same effect and the same rights and obligations as all other Members.

X. EASEMENTS

Every Unit of the Condominium Property shall be benefitted and burdened by the following easements, each of which shall run with the land and remain in effect until the Condominium Property is removed (if ever) from the provisions of the Condominium Law:

A. Green Space Area. Approximately 12 acres of the Condominium Property has been reserved as open, green space as shown on Exhibit A-2 and dedicated on the condominium plat recorded in the Butler County Recorder's office concurrently herewith, upon which no structures (*i.e.*, anything constructed on or above the surface of the ground) may be constructed without the written approval of Developer, the City of Fairfield, Ohio's City Council and Planning Commission and the Association.

B. Easements for Support. Every portion of each Building or other improvement on the Condominium Property contributing to the support of another part of any Building or other improvement on the Condominium Property shall be burdened with an easement of support for the benefit of all such other Building(s) or improvements on the Condominium Property.

C. Easement of Access and Enjoyment Over Common Areas. Every Unit Owner shall have a right and easement (in common with all other Unit Owners) of enjoyment in, over, and upon the Common Areas, and a right of access to and from his/her Unit, which rights shall be appurtenant to, and shall pass with the title to, his/her Unit, subject to the terms and limitations set forth in this Declaration. A Unit Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees, but such shall not relieve that Owner of his/her obligations under the Condominium Documents.

D. Right of Entry. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Condominium Property, including without limitation the Units (if the Board deems such entry necessary for public safety reasons or to prevent the damage or destruction of the Condominium Property), for the purpose of performing the Association's rights or obligations set forth in the Condominium Documents. The Association may enter any Unit to remove or correct any violation of the Condominium Documents, or to maintain, repair, and replace the Limited Common Areas, but only during reasonable hours and after providing 24 hours' advance notice to the Unit Owner, except in cases of emergency. No prior notice will be required for entry onto the Common Areas.

E. Easement for Utilities and Other Purposes. Developer and/or the Association has easements over and under the Units and Limited Common Areas for access as may be necessary for the purpose of maintaining, repairing or servicing the Common Areas, and each Unit Owner has easements over the Common Areas for access to his/her Unit. Each Unit Owner has easements to and throughout the Common Areas as may be necessary for the use of water, gas, sewer, electricity and other utilities now or hereafter existing. Each Unit is or will be subject to a reasonable easement in favor of the Association, its employees and agents to go into such Unit for emergency reasons or to exercise its rights under the Condominium Documents subject

to limits set forth therein. The Developer and/or the Association has easements through, over and under the Units and the Limited Common Areas for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units. In addition, the Association shall have, and may grant, easements for maintenance and repair of private utility lines existing in the Common Areas for the benefit of the Units.

F. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Areas to perform their duties.

G. Easement for Retention, Detention and Surface Drainage Areas. The Board may convey easements over the Condominium Property to any entity, including cross-easements between Units, for the purpose of constructing, installing, maintaining, and operating retention, detention and surface drainage areas for the Condominium Property, and to any entity for such other purposes as the Board deems appropriate; provided that the exercise of such easement rights shall not unreasonably interfere with the Unit Owners' use and enjoyment of the Condominium Property. The Board may grant such easements over all portions of the Condominium Property for the benefit of adjacent properties as the Board deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Unit Owners.

H. Easement for Encroachments. Each Unit, all utility lines, and all other improvements as originally constructed shall have an easement to encroach upon any other Unit or the Common Areas as a result of any deviations from the Drawings because of construction. If by reason of the repair, restoration, partial or total destruction and rebuilding of any of the buildings, or improvements constituting a part of the Condominium Property, any part of the Common Areas shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas, or any part of the Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utilities systems within the Condominium Property, any pipes, ducts, or conduits serving any Unit shall encroach upon any other Unit, easements have been or will be established in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment.

I. Shared Driveway Easement. All Owners of Garages shall share a common driveway for ingress and egress to the Garages and shall have an easement for their mutual use and benefit, and their heirs, successors and assigns, for the use and benefit of any of them to freely pass and repass on foot or in vehicles, for all lawful purposes incident to the enjoyment of their Garages, provided that such use does not interfere with the use or benefit of the other respective Garages or the Common Areas. The parking of vehicles shall be expressly prohibited on any part of a common driveway.

J. Construction Easement. Developer retains a non-exclusive easement for access over the Condominium Property and use of the Common Areas to complete construction of additional Buildings and any other improvements. Such easement shall run with the land until construction of the additional Buildings and any other improvements is fully completed.

K. Additional Easements. The Association, by and through its President upon authorization from the Board, has the right to grant additional permits, licenses and easements over the Condominium Property.

L. Power of Attorney. Each Unit Owner, by accepting a deed conveying such interest, irrevocably appoints Developer, or the Association, as the case may be, as his/her attorney-in-fact, coupled with an interest, and authorizes, directs and empowers them to execute, acknowledge and record for and in the name of such Unit Owner, such easements or other instruments as may be necessary to effect the foregoing.

XI. MASTER RECREATION ASSOCIATION AND ROADWAY SYSTEM

A. In addition to membership in the Association, each Unit Owner shall automatically be a member in the Wildwood Master Recreation Association (the "Master Association") upon the acquisition of an ownership interest in a Unit. Such membership shall be mandatory, shall also be appurtenant to and inseparable from a Unit Owner's fee simple title to a Unit, and shall automatically transfer to any transferee of fee simple title to a Unit at the time such title is conveyed. As a member of the Master Association, each Unit Owner shall be entitled to use those common areas now or hereafter located in the Villages of Wildwood, and designated for use by the members pursuant to and subject to the terms and conditions of that certain Easement Agreement, dated March 22, 1996, a copy of which has been supplied to each Unit Owner. In addition, each Unit Owner will pay to the Association his/her proportionate share of all monthly assessments levied. No Unit Owner will be exempted from this obligation by waiving the use or enjoyment of the Villages of Wildwood or by abandoning his/her Unit.

B. In addition, each Unit Owner shall be required to pay to the Association his/her proportionate share of costs to maintain certain shared roadways as set forth in the Second Amendment to Easement and Covenant to Share Costs, dated March 22, 1996, a copy of which has been provided to each Unit Owner. No Unit Owner will be exempted from this obligation by waiving the use or enjoyment of the roadways or by abandoning his/her Unit.

C. The assessments and fees required to be paid pursuant to the agreements referenced in this Article shall be subject to the terms and conditions of Article VI.

XII. RIGHTS OF MORTGAGEES

A. Record of Mortgages. Any Unit Owner who mortgages his/her ownership interest shall notify the Board in writing of the name and address of the mortgagee(s) and of the subsequent payment, cancellation or other alteration of the mortgage.

B. Notice to Mortgagees. Upon written request to the Board identifying the name and address of the mortgagee and of the Unit Owner or address, such mortgagee will be entitled to timely written notice of:

1. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a mortgage held;
2. Any 30-day delinquency in the payment of Assessments owed by a Unit Owner subject to a mortgage held by such mortgagee (provided that failure to so notify any such mortgagee shall not relieve the Unit Owner of his/her obligation to pay such Assessments);
3. Any default in the performance of any obligation under the Condominium Documents by a Unit Owner whose mortgage is with such mortgagee;
4. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
5. Any proposed action that requires the consent of a specified percentage of mortgagees.

C. Consent of Mortgagees. Except as provided in Section XIII.D, none of the following amendments to the Declaration shall be effective as to the holder of a *bona fide* first mortgage on a Unit without the mortgagee's consent:

1. Any change in the allocation of percentage interests in Common Areas appertaining to the Unit mortgaged; or
2. Any change in the boundary of the Unit mortgaged; or
3. Any change in allocation of voting rights affecting the Unit mortgaged; or
4. Any change in the liability for Common Expenses of the Unit mortgaged.

The consent of a mortgagee shall be deemed given when such mortgagee fails to respond in writing to any written notice of a proposed amendment within 30 days after it receives such notice. In the amendment, or in a writing placed of record thereafter, the Declarant or the Association Secretary, as the case may be, shall certify as to the mortgagees' consents obtained.

D. Limitation on Payment of Assessments by Mortgagees. Upon the sale or transfer of a Unit pursuant to mortgage foreclosure, such mortgagee's liability for outstanding Assessments accrued to date shall be limited to Assessments accrued within the prior six-month period. No sale or transfer shall relieve such Unit from liability for Assessments thereafter becoming due or from the lien thereof.

XIII. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the Butler County, Ohio Recorder, and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

B. Enforcement. This Declaration may be enforced by any proceeding at law or in equity, by Declarant and/or Developer, any Unit Owner, the Association and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover damages (including without limitation reasonable attorneys' fees).

C. Waiver. Failure of the Developer, the Association or any Unit Owner to enforce such provisions in any manner shall not constitute a waiver of any right to enforce any violation of such provisions. By accepting a deed to a Unit, each Unit Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the Condominium Documents.

D. Amendments. For as long as Developer owns one or more Units, no amendment shall be made to this Declaration without the express written consent of Developer. This Declaration may be amended only by a vote of seventy-five percent (75%) of the voting power of the Association; provided, however, that Declarant may make the following amendments without the consent of the Members: (i) to correct or further clarify the legal descriptions of the Condominium Property, the Future Expansion Areas, or the Common Areas; (ii) to expand the Condominium in accordance with Article IX; (iii) to correct clerical or typographical errors; (iv) to make nominal changes in those documents; (v) to clarify Developer's original intent; (vi) to make any changes necessary or desirable to meet the requirements of any institutional lender or any agency which insures loans on Units; (vii) to add fences, landscaping, recreational facilities or paved areas to the Condominium Property; or (viii) to make changes in any unsold Unit covered by the Declaration to assist Developer in its marketing of that Unit, provided that no such change materially decreases the value or size of that Unit, changes any Unit Owner's percentage interest in the Common Areas (except in the case of expansion of the Condominium), or adversely affects such Owner's rights without his/her written consent. Each Unit Owner irrevocably designates Developer as his/her proxy and attorney-in-fact to make any of the

above-described amendments without his/her consent. Any amendment must be filed for recording in the office of the Recorder, Butler County, Ohio.

E. Termination. Except as otherwise provided herein (including without limitation, as provided in Article V), by the unanimous vote of one hundred percent (100%) of the voting power of the Association, and with the written consent of Developer if the Unit Owners have not yet assumed control of the Association, the Condominium Property may be removed from the Condominium Law by filing a certificate with the Butler County, Ohio Records certifying that all outstanding taxes, assessments, liens and encumbrances have been released or satisfied. Upon the filing of such certificate, the Condominium Property will be deemed removed from the Condominium Law.

F. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

G. Fines; Penalties. If any Unit Owner violates the provisions of this Declaration or the Rules in a manner that entitles the Association to levy a fine or impose a penalty on such Unit Owner or suspend voting or rights to use the Common Areas, then the Association shall provide the Unit Owner 10 days' written notice of his/her default and the opportunity to be heard by the Board, or a duly appointed committee, prior to imposition of the fine, penalty or suspension. Declarant and each Unit Owner shall have a civil cause of action for damages against any party for their failure to comply with the lawful provisions of the Condominium Documents or any applicable law of the State of Ohio. Any action by the Association may be commenced in its own name or in the name of its Board or managing agent.

H. Captions. The caption of each Article and Section of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

I. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the establishment of, and the operation of, a first-class condominium development. In the case of any conflict between the Condominium Law and the Condominium Documents, the Condominium Law shall control. In the case of any conflict between the Declaration and the Regulations, the Declaration shall control. Nothing herein shall be construed by implication to omit any of the rights, powers and authorities granted by the provisions of the Condominium Law.

J. Notices. Notices to a Unit Owner shall be given in writing, by personal delivery, at the Unit, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Unit Owner as shown by the records of the Association, or as otherwise designated in writing by the Unit Owner. Notices to the Developer and the Association shall

be given in writing, by personal delivery, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address set forth below, or as otherwise designated in writing. Notices shall be deemed given when personally delivered or two business days after being deposited in the United States Mail.

To the Association:
5877 Ross Road
Fairfield, Ohio 45014

To Developer:
1055 St. Paul Place
Cincinnati, Ohio 45202-1687

K. Limitation of Liability. Subject to the provisions of any limited warranties provided by Developer to each Unit Owner, and unless caused by Developer's gross negligence or willful misconduct, Developer or any of its agents, representatives, successors or assigns, shall not be liable for any claims whatsoever arising out of, or caused by, its actions or inactions pursuant to any authority granted or delegated to it by the Condominium Documents, or in its capacity as developer, contractor, owner, manager or seller of the Property, whether or not such claim shall be asserted by any Unit Owner, occupant, the Association, the Board or by any person or entity claiming through any of them, or on account of or arising from any injury to person or damage to or loss of property from whatever cause or action.

L. Developer's Property Interest. Except in its capacity as the owner of declared but unsold condominium ownership interests, Developer or its agent will not retain a property interest in the Common Areas after the Unit Owners' assumption of control of the Association, except that Developer may retain an interest consistent with this Declaration and any interest required to insure access to the Common Areas by owners of additional Buildings. The foregoing shall not apply to the Future Expansion Areas.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on March
28th 1996.

Signed and acknowledged in
the presence of:

Marcella A. Davis
Print Name: MARCELLA DAVIS

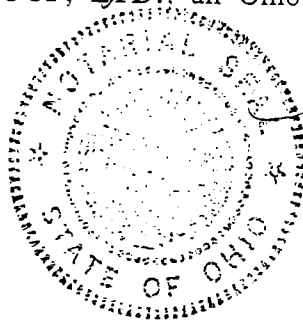
Judy Daley-Wright
Print Name: JUDY DALEY-WRIGHT

TOWNE DEVELOPMENT GROUP, LTD.
an Ohio limited liability company

By: Philip J. Montanus
Print Name: PHILIP J. MONTANUS
Member

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me, a notary public, this 28th day
of March, 1996 by Philip J. Montanus a Member of TOWNE
DEVELOPMENT GROUP, LTD., an Ohio limited liability company, on behalf of such
company.



Marcella A. Davis (Sheehan)
Notary Public

Marcella A. Davis (Sheehan)
Notary Public, State of Ohio
My Commission Expires Sept. 15, 1997

This Instrument Prepared By:
Susan M. Lucci, Esq.
FROST & JACOBS
2500 PNC Center
201 East Fifth Street
Cincinnati, Ohio 45202-4182



**R.D. Zande
&
Associates, Inc.**

August 24, 1995

DESCRIPTION:

The Meadow At Wildwood
Lot Combination

LOCATION:

City of Fairfield
Butler County, Ohio

Situated in the City of Fairfield, Fairfield Township, Butler County Ohio, in Section 21, Township 2, Range 2, being New Lot 12318 of the City of Fairfield, formerly known as Lot 11550 and part of Lot 9545 of the City of Fairfield and being those properties conveyed to Towne Land Company as recorded in Volume 1648, Page 324, Volume 1651, Page 441 and Deed Book 1704, Page 499, as surveyed by R. D. Zande and Associates, Inc., Consulting Engineers on February 27, 1995, under the direction of Michael J. Lange, P.S., Registered Surveyor No. 7522 in Ohio, and being more particularly described as follows;

Begin at a found iron pin in concrete at the northwest corner of Lot 11397 of The Fairways Of Wildwood, Section D, Block "A" as recorded in Plat Volume 1863, Pages A and B, also being the northeast corner of that property conveyed to Towne Land Company as recorded in Deed Book 1704, Page 499, being the Point Of Beginning of this description;

- thence from the Point Of Beginning, along the west line of Lot 11397 of The Fairways of Wildwood, Section D, Block "A", South 20° 35' 04" East, 112.18 feet to a found 1/2" iron pin;
- thence continuing along the west line of Lot 11397 of The Fairways of Wildwood, Section D, Block "A", South 58° 54' 43" West, 27.95 feet to a set 1/2" iron pin with cap stamped "ZANDE-GARROD";
- thence along the division line for Lot 11397 of The Fairways of Wildwood, Section D, Block "A" as recorded in Deed Book 1704, Page 499, South 29° 05' 17" East, 62.25 feet to a set 1/2" iron pin with cap stamped "ZANDE-GARROD" in the north right-of-way line of Woodside Drive;
- thence along the north right-of-way line of Woodside Drive, along a curve to the left, having a central angle of 01° 42' 04", a radius of 225.00 feet, 6.68 feet, and having a chord bearing of South 61° 45' 45" West, 6.68 feet to a set 1/2" iron pin with cap stamped "ZANDE-GARROD";

EXHIBIT A-1

DESCRIPTION:

The Meadow At Wildwood
Lot Combination

LOCATION:

City of Fairfield
Butler County, Ohio

Page 2

- thence continuing along the north right-of-way line of Woodside Drive, South 62° 36' 47" West, 33.32 feet to a set 1/2" iron pin with cap stamped "ZANDE-GARROD" in the east line of The Bluffs Of Wildwood Condominiums, Building 8 as recorded on Plat 1078, Pages A, B & C;
- thence along an east line of The Bluffs Of Wildwood Condominium, Building 8, North 27° 23' 14" West, 5.00 feet, being 0.20 feet north and 0.02 feet east of found iron pin in concrete;
- thence along a north line of The Bluffs Of Wildwood Condominium, Building 8, along a curve to the left, having a central angle of 04° 13' 17", a radius of 530.00 feet, 39.05 feet to the southeast corner of The Bluffs Of Wildwood Condominium, Buildings 9 & 10 as recorded in Plat 1042, Page A, B & C, and having chord bearing of South 60° 30' 08" West, 39.04 feet, being 0.18 north and 0.15 west of a found 1/2" iron pin;
- thence along the east line of The Bluffs Of Wildwood Condominium, Buildings 9 & 10, North 50° 32' 32" West, 142.71 feet to a set 1/2" iron pin with cap stamped "ZANDE-GARROD" at the southeast corner of The Bluffs Of Wildwood Condominiums, Building 11 as recorded in Plat Volumes 935 and 945, pages A-D;
- thence along the east line of The Bluffs Of Wildwood Condominium, Building 11, North 04° 07' 54" West, 180.67 feet to a found 1/2" iron pin at the northeast corner of The Bluffs Of Wildwood Condominiums, Building 11;
- thence along the north line of The Bluffs Of Wildwood Condominium, Building 11, South 85° 52' 09" West, 140.00 feet to a found 1/2" iron pin at the northwest corner of The Bluffs Of Wildwood Condominium, Building 11, also known as the northeast corner of that properties conveyed to Towne Land Company as recorded in Volume 1648, Page 324;
- thence along east line of that properties conveyed to Towne Land Company as recorded in Volume 1648, Page 324, also known as the west line of The Bluffs Of Wildwood Condominium, Buildings 9 & 10 and Building 11, South 04° 07' 51" East, 197.13 feet to the southeast corner of Towne Land Company tract, being 0.12 feet north and 0.19 feet east of a found 1/2" iron pin;

EXHIBIT A-1

2 of 5

DESCRIPTION:

The Meadow At Wildwood
Lot Combination

LOCATION:

City of Fairfield
Butler County, Ohio

Page 3

- thence along the south line of Towne Land Company tract as recorded in Volume 1648, Page 324, also being the north line of The Bluffs Of Wildwood Condominiums, Buildings 9 & 10, South 38° 27' 12" West, 254.03 feet to the southwest corner of the Towne Land Company tract, being in the east line of that property conveyed to LaValle School Incorporated as recorded in Deed Book 1535, Page 601, being 0.14 feet north and 0.09 feet east of a found 1/2" iron pin;
- thence along the east line of the LaValle School Incorporated tract, North 53° 37' 35" West, 249.99 feet to a found 1/2" iron pin at the northeast corner of the LaValle School Incorporated tract;
- thence along the north line of the LaValle School Incorporated tract, South 63° 22' 26" West, 159.09 feet to a found 1/2" iron pin at the northwest corner of the LaValle School Incorporated tract;
- thence along the west line of the LaValle School Incorporated tract, South 26° 37' 34" East, 20.00 feet to a set 1/2" iron pin with cap stamped "ZANDE-GARROD" at the northeast corner of Lot 9226 of the Fairways Of Wildwood as recorded in Plat Envelope 868 A,B,C and D;
- thence along the north line of Lot 9226, South 63° 39' 11" West, 154.72 feet to the northwest corner of Lot 9226, also being in the southern line of that property conveyed to Pepperridge of Wildwood Associates as recorded in Deed Book 1477, Page 95, also known as the Pepperridge of Wildwood Condominium, Phase I, being 0.14 feet south and 0.46 feet west of a found 1/2" iron pin and being 0.13 feet north and 0.31 feet east of a found bent 1/2" iron pin;
- thence along an eastern line of the Pepperridge of Wildwood Condominium Phase I, North 26° 20' 49" West, 15.00 feet, being 0.08 feet north and 0.19 feet east of a found bent 1/2" iron pin;
- thence continuing along a southern line of the Pepperridge of Wildwood Condominium, Phase I, North 63° 39' 11" East, 96.98 feet to a set 1/2" iron pin with cap stamped "ZANDE-GARROD" at the southeast corner of the Pepperridge of Wildwood Condominium, Phase I;

EXHIBIT A-1

3 of 5

DESCRIPTION:

The Meadow At Wildwood
Lot Combination

LOCATION:

City of Fairfield
Butler County, Ohio

Page 4

- thence along an east line of the Pepperridge of Wildwood Condominium, Phase I, North 26° 20' 49" West, 135.83 feet, being 0.38 feet north and 0.19 feet west of a found 1/2" iron pin;
- thence continuing along an east line of the Pepperridge of Wildwood Condominiums, Phase I, North 11° 34' 11" West, 152.30 feet to the northeast corner of Pepperridge of Wildwood Condominium, Phase I, being 0.05 feet north and 0.13 feet east of a found 1/2" iron pin;
- thence along a north line of the Pepperridge of Wildwood Condominiums, Phase I, South 85° 25' 49" West, 196.04 feet, being 0.04 feet south and 0.16 feet east of a found 1/2" iron pin;
- thence continuing along a north line of the Pepperridge of Wildwood Condominium, Phase I, North 71° 54' 11" West, 95.18 feet to a found 1/2" iron pin in the east line of a 50 foot non-exclusive easement as recorded in Deed Book 1477, Page 95;
- thence along the east line of a 50 foot non-exclusive easement, North 05° 16' 22" East, 30.00 feet to a found 1/2" iron pin at the southern line of that property conveyed to Pepperridge of Wildwood Associates as recorded in Deed Book 1481, Page 420, also known as Pepperridge of Wildwood Condominium, Phase II-A;
- thence along southern line of Pepperridge of Wildwood Condominium, Phase II-A, South 85° 33' 25" East, 200.00 feet to a found 1/2" iron pin at the southeast corner of Pepperridge of Wildwood Condominium, Phase II-A;
- thence along an east line of Pepperridge of Wildwood Condominium, Phase II-A, North 29° 08' 51" East, 99.00 feet to a found 1/2" iron pin;
- thence continuing along an east line of Pepperridge of Wildwood Condominium, Phase II-A, North 12° 19' 10" West, 150.00 feet to a found 1/2" iron pin;
- thence continuing along an east line of Pepperridge of Wildwood Condominium, Phase II-A, North 22° 35' 16" West, 137.00 feet to a found 1/2" iron pin at the northeast corner of Pepperridge of Wildwood Condominium, Phase II-A, also being in the southern line of that property conveyed to 1994-N1 Ohio Associates L.P. as recorded in Official Record 5174, Page 632;

EXHIBIT A-1

4 of 5

DESCRIPTION:

The Meadow At Wildwood
Lot Combination

LOCATION:

City of Fairfield
Butler County, Ohio

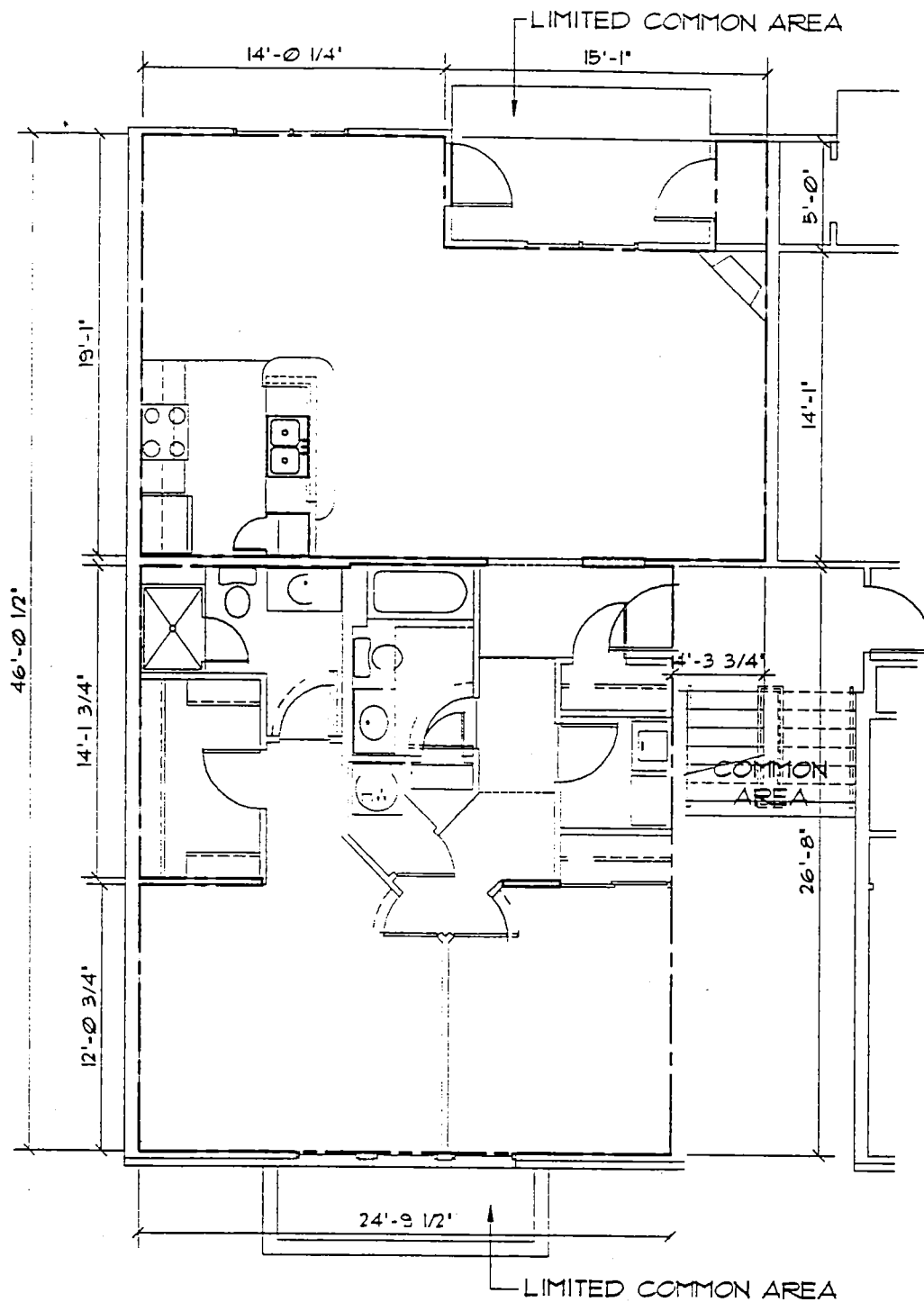
Page 5

- thence along a southern line of the 1994-N1 Ohio Associates L.P. tract, South 86° 12' 13" East, 285.87 feet to a found stone;
- thence continuing along an eastern line of the 1994-N1 Ohio Associates L.P. tract, North 03° 34' 09" East, 240.91 feet to a found 1/2" iron pin;
- thence continuing along a southern line of the 1994-N1 Ohio Associates L.P. tract, North 75° 36' 39" East, 1068.12 feet to a set 1/2" iron pin with cap stamped "ZANDER-GARROD" at the southeast corner of the 1994-N1 Ohio Associates L.P. tract and being in the west line of Lighthouse Square as recorded in Plat Envelope 918-B, being 0.64 feet north and 1.27 feet west of a found 1/2" iron pin;
- thence along the west line of Lighthouse Square, South 03° 47' 44" West, 227.62 feet to a found iron pin in concrete at the northeast corner of Lot 11390 of The Fairways Of Wildwood, Section D, Block "A";
- thence along the north line of Lot 11390 of The Fairways Of Wildwood, Section D, Block "A", North 86° 12' 16" West, 241.39 feet to a found iron pin in concrete at the northwest corner of Lot 11390 and the west line of The Fairways Of Wildwood, Section D, Block "A";
- thence along the west line of The Fairways Of Wildwood, Section D, Block "A", South 03° 47' 43" West, 641.00 feet to the Point Of Beginning, passing a 1/2" iron pin 0.11 feet east of line at 200.50 feet and passing a 1/2" iron pin 0.09 feet east of line at 285.46 feet, containing 19.3661 acres of land, subject to all easements, restrictions and right-of-way of record.

Michael J. Perry
Feb 29, 1996

EXHIBIT A-1

5 of 5



UNIT TYPE "A"
BASEMENT LEVEL
FAR LEFT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.


REGISTERED ARCHITECT

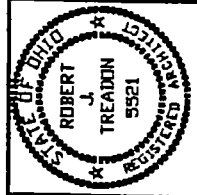
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EXHIBIT: C

PAGE: 1 of 24

DATE: MARCH 25, 1996

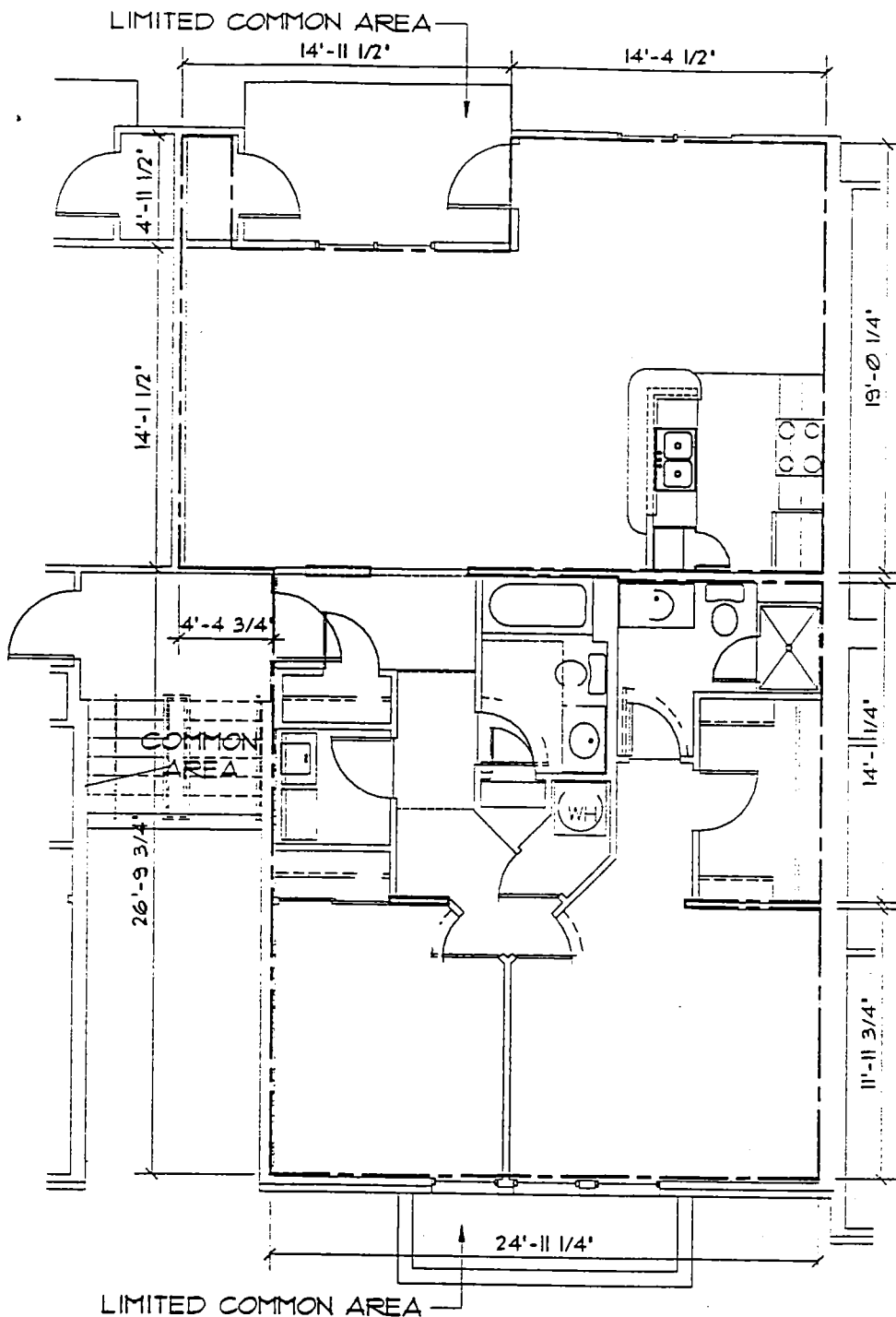
BUILDING 3
UNIT #140
HIGH RIDGE COURT



**Robert Treadon & Associates
Architects**
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-1



UNIT TYPE "A"
BASEMENT LEVEL
LEFT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

1156.5 NET SQ FEET

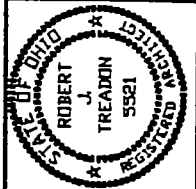
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DATE: MARCH 25, 1996

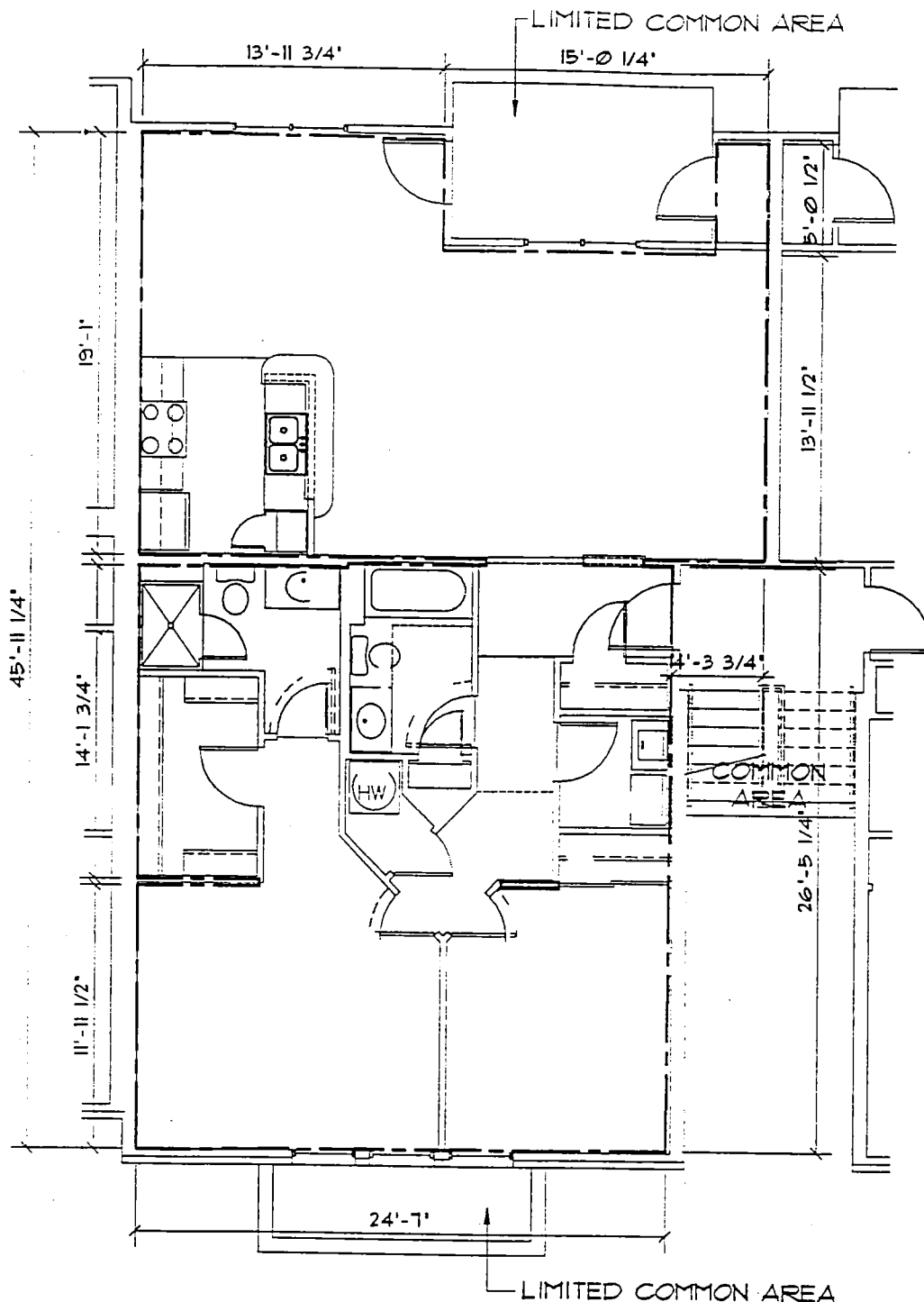
Robert Treadon & Associates
Architects
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014



BUILDING 3
UNIT #141
HIGH RIDGE COURT

A-2



UNIT TYPE "A"
BASEMENT LEVEL
RIGHT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILLOW CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

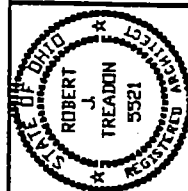
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PAGE: 3 OF 24

DATE: MARCH 25, 1996

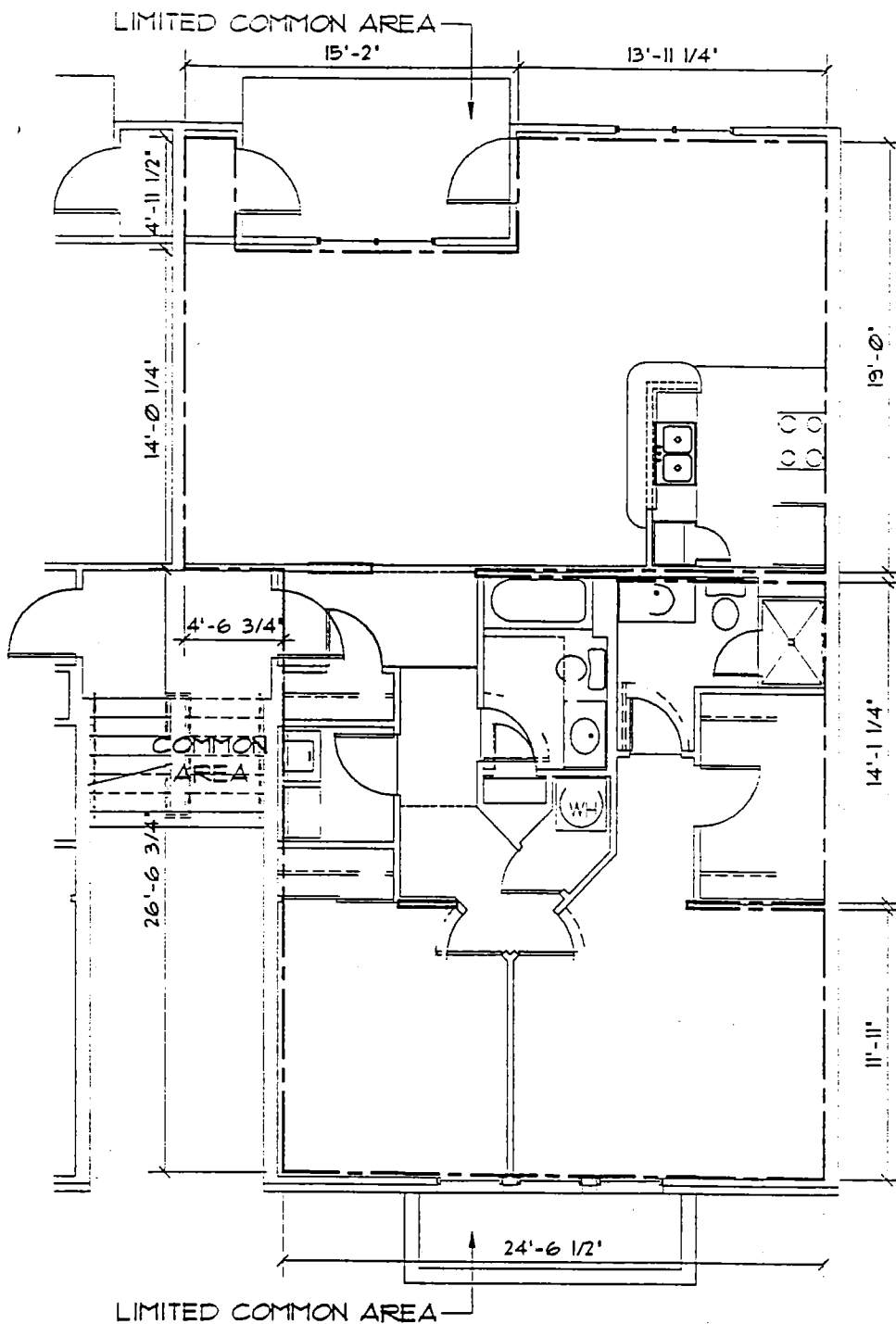
BUILDING 3
UNIT #146
HIGH RIDGE COURT



Robert Treadon & Associates
Architects
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILLOW CONDOMINIUM
FAIRFIELD, OHIO 45014

A-3



UNIT TYPE "A"
BASEMENT LEVEL
FAR RIGHT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

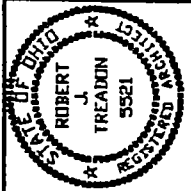
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PAGE: 4 OF 24

DATE: MARCH 25, 1996

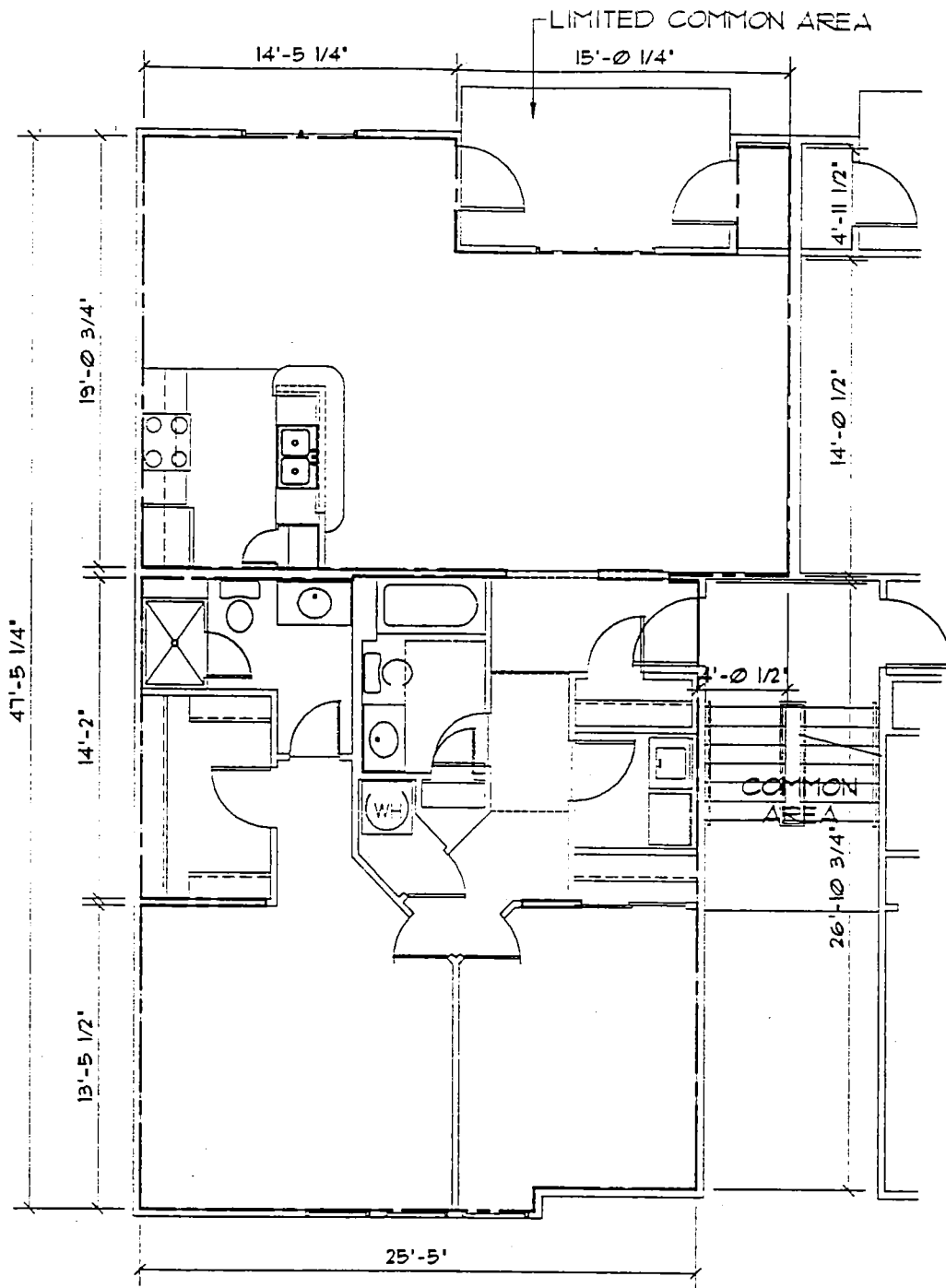
BUILDING 3
UNIT #147
HIGH RIDGE COURT



Robert Treadon & Associates
Architects
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-4



UNIT TYPE "B"
FIRST FLOOR
FAR LEFT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

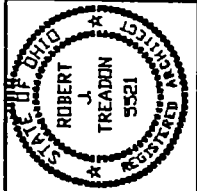
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PAGE: 5 of 24

DATE: MARCH 25, 1996

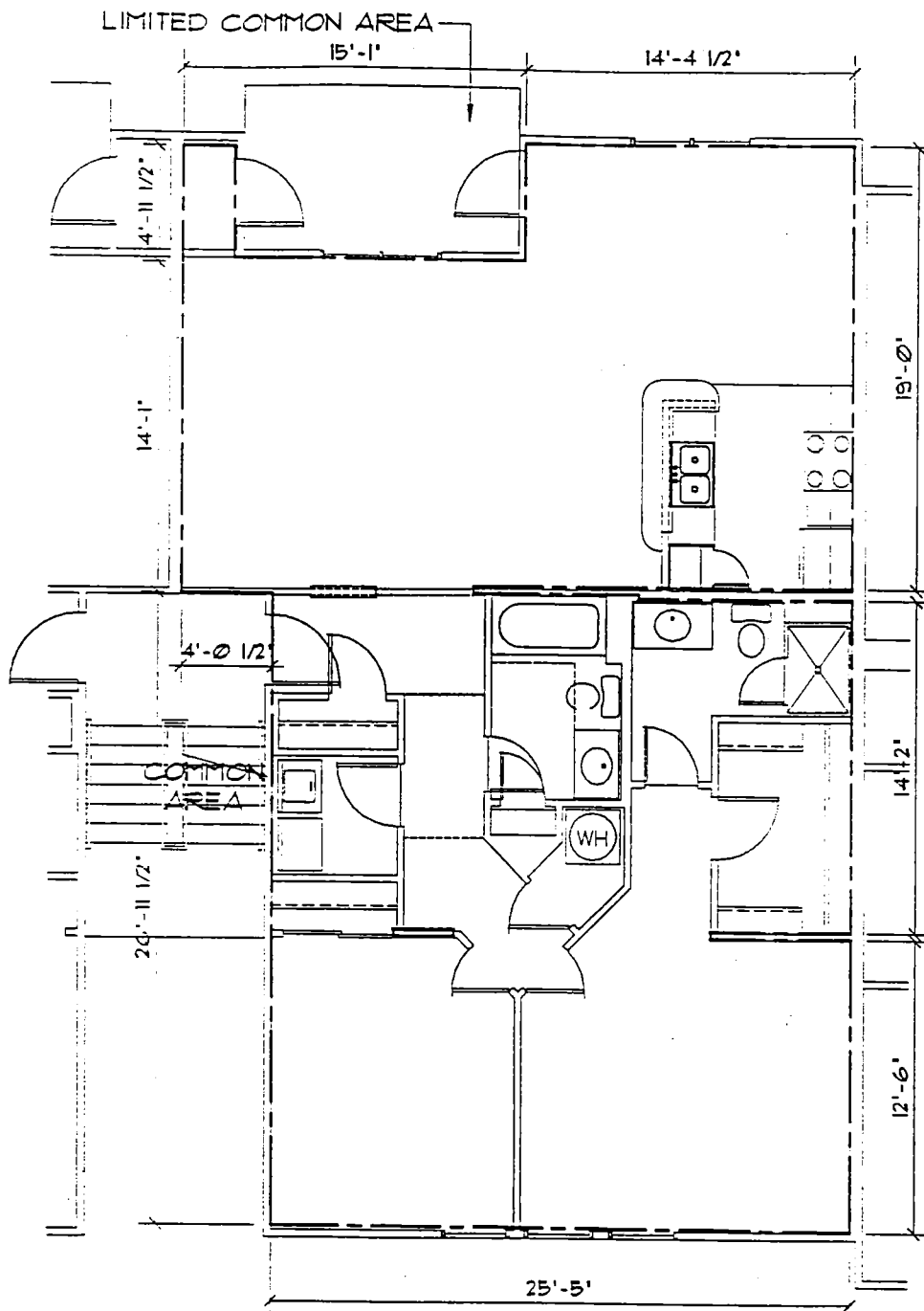
BUILDING 3
UNIT #142
HIGH RIDGE COURT



Robert Treadon & Associates
Architects
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-5



UNIT TYPE "B"
FIRST FLOOR
LEFT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

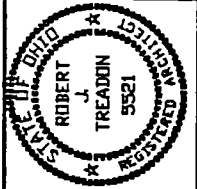
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PAGE: 6 OF 24

DATE: MARCH 25, 1996

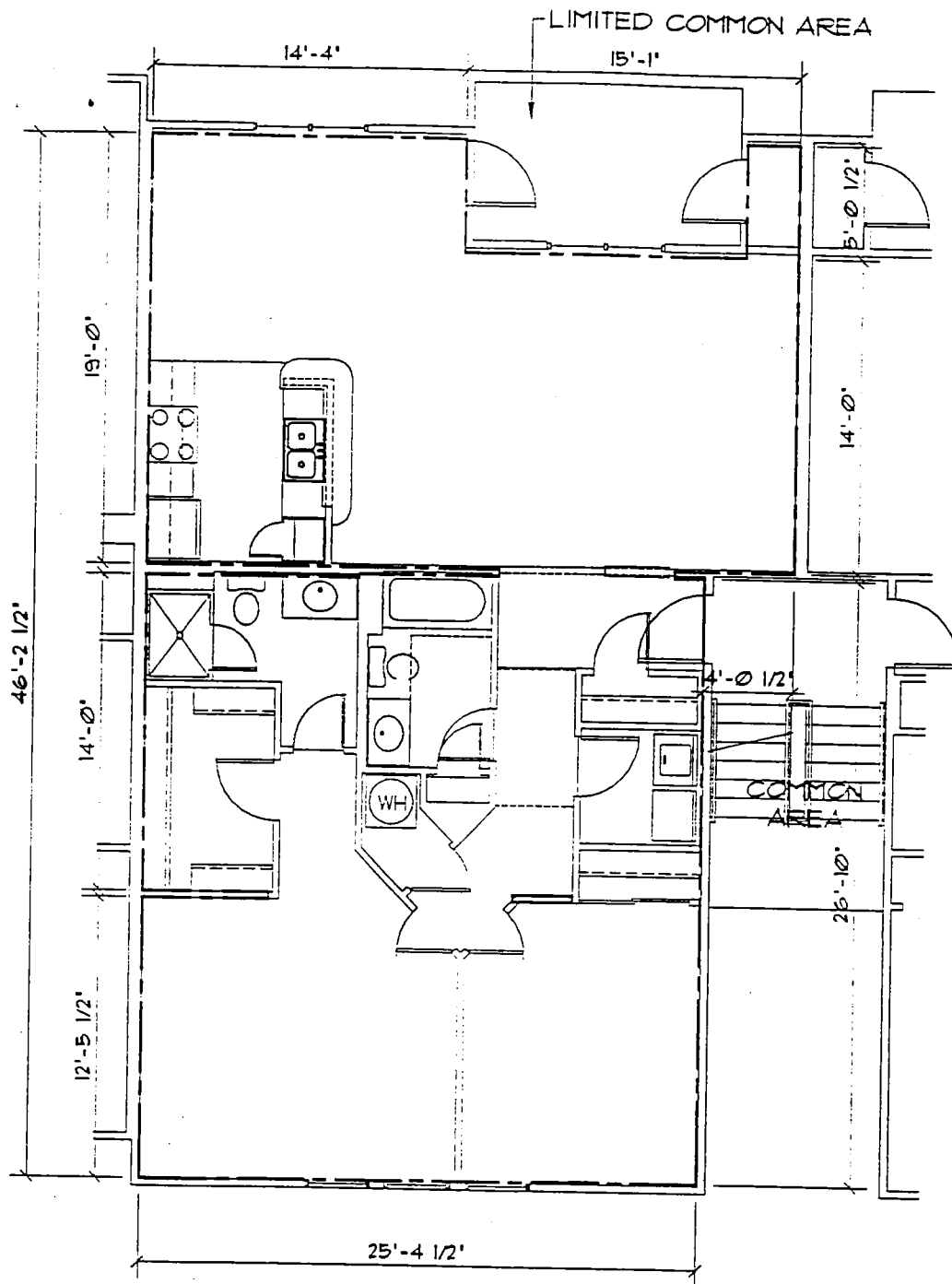
BUILDING 3
UNIT #143
HIGH RIDGE COURT



Robert Treadon & Associates
Architects
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-6



UNIT TYPE "B"
FIRST FLOOR
RIGHT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]

REGISTERED ARCHITECT

1175.6 NET SQ. FEET

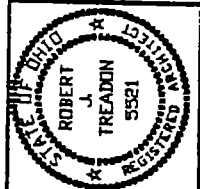
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PAGE: 7 of 24

DATE: MARCH 25, 1996

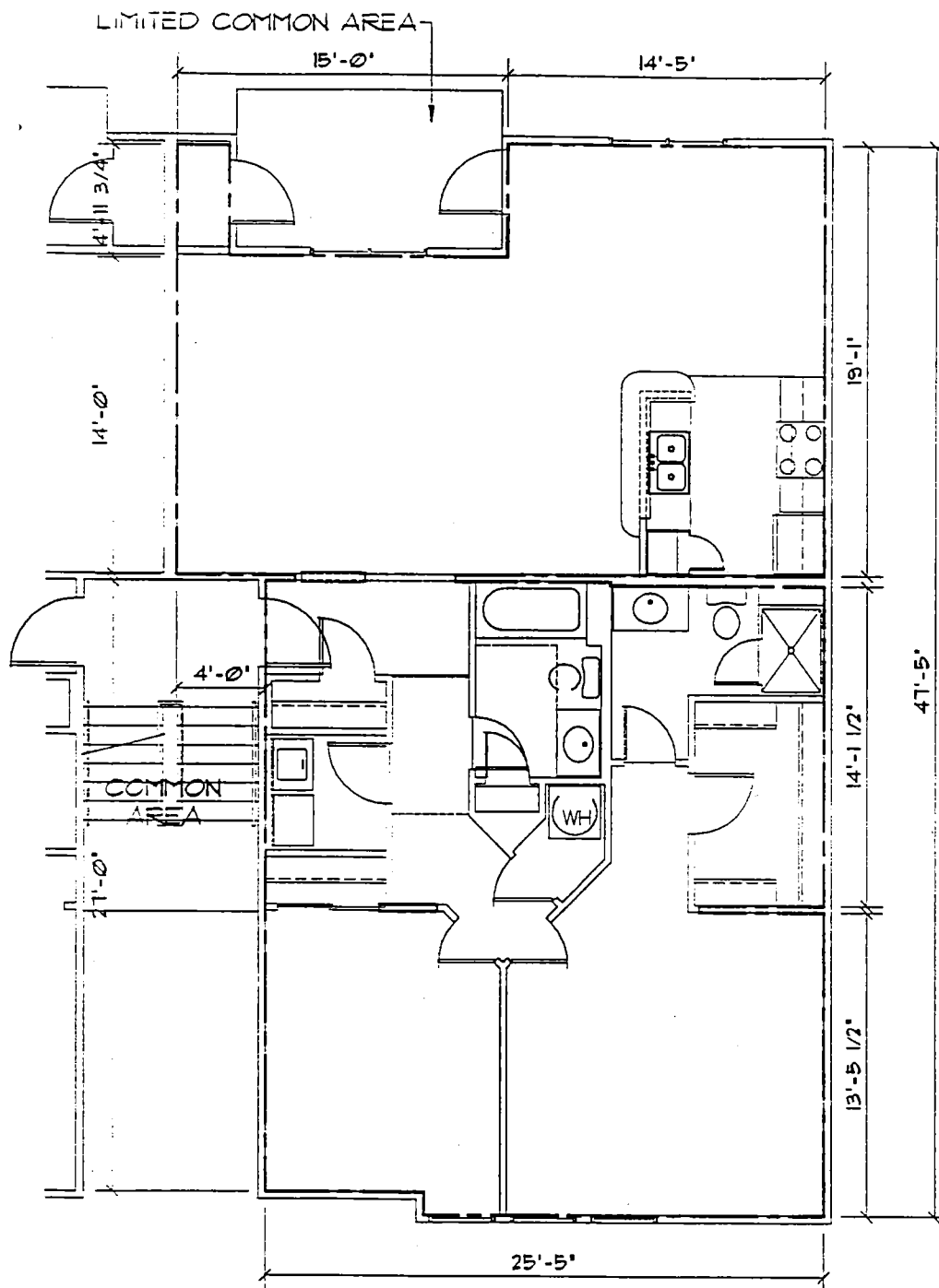
THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

Robert Treadon & Associates
Architects
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116



BUILDING 3
UNIT #148
HIGH RIDGE COURT

A-7



UNIT TYPE "B"
FIRST FLOOR
FAR RIGHT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

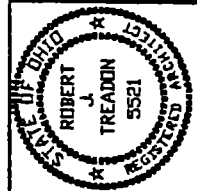
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EXHIBIT: C

PAGE: 8 of 24

DATE: MARCH 25, 1996

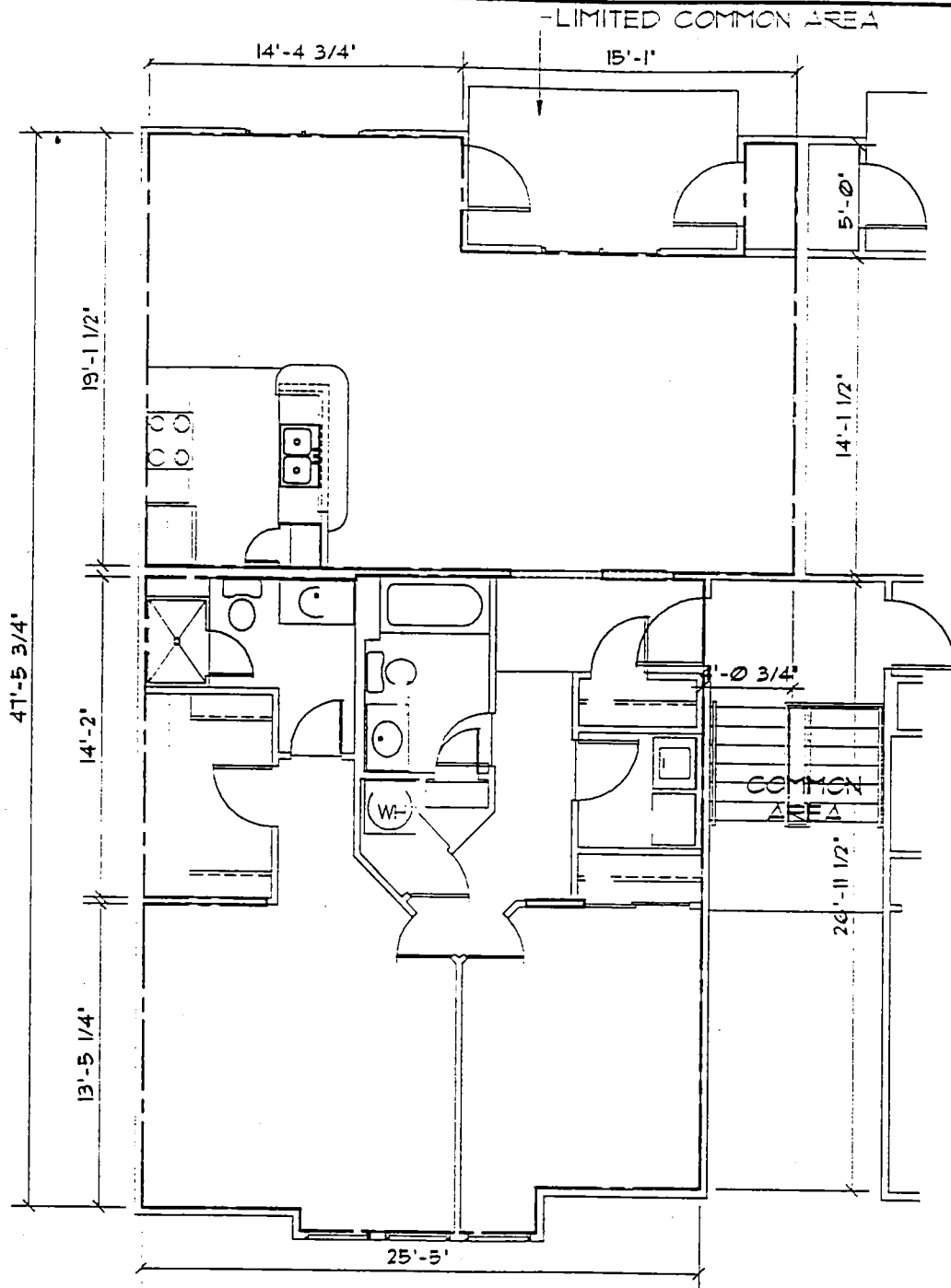
BUILDING 3
UNIT #149
HIGH RIDGE COURT



Robert Treadon & Associates
Architects
300 High Street, Suite 612
Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-8



UNIT TYPE "C"
SECOND FLOOR
FAR LEFT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

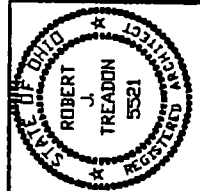

REGISTERED ARCHITECT

1214.0 NET SQ. FEET

EXHIBIT: C

PAGE: 9 of 24

DATE: MARCH 25, 1996

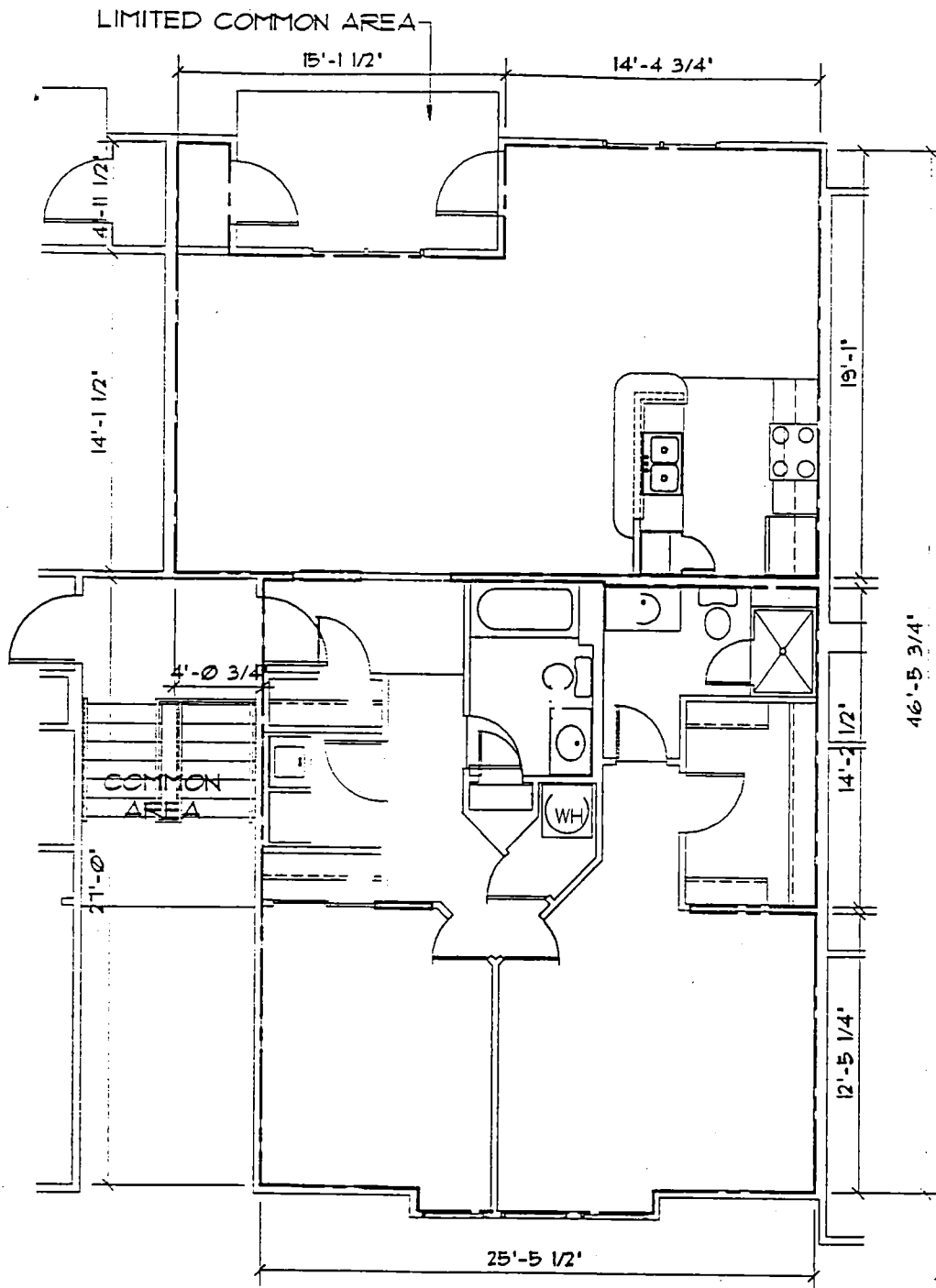


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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

BUILDING 3
UNIT #144
HIGH RIDGE COURT

A-9



UNIT TYPE "C"
SECOND FLOOR
LEFT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.


REGISTERED ARCHITECT

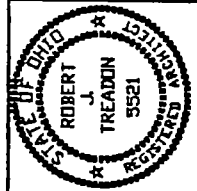
1198.0 NET SQ FEET

EXHIBIT: C

PAGE: 10 of 24

DATE: MARCH 25, 1996

BUILDING 3
UNIT #145
HIGH RIDGE COURT



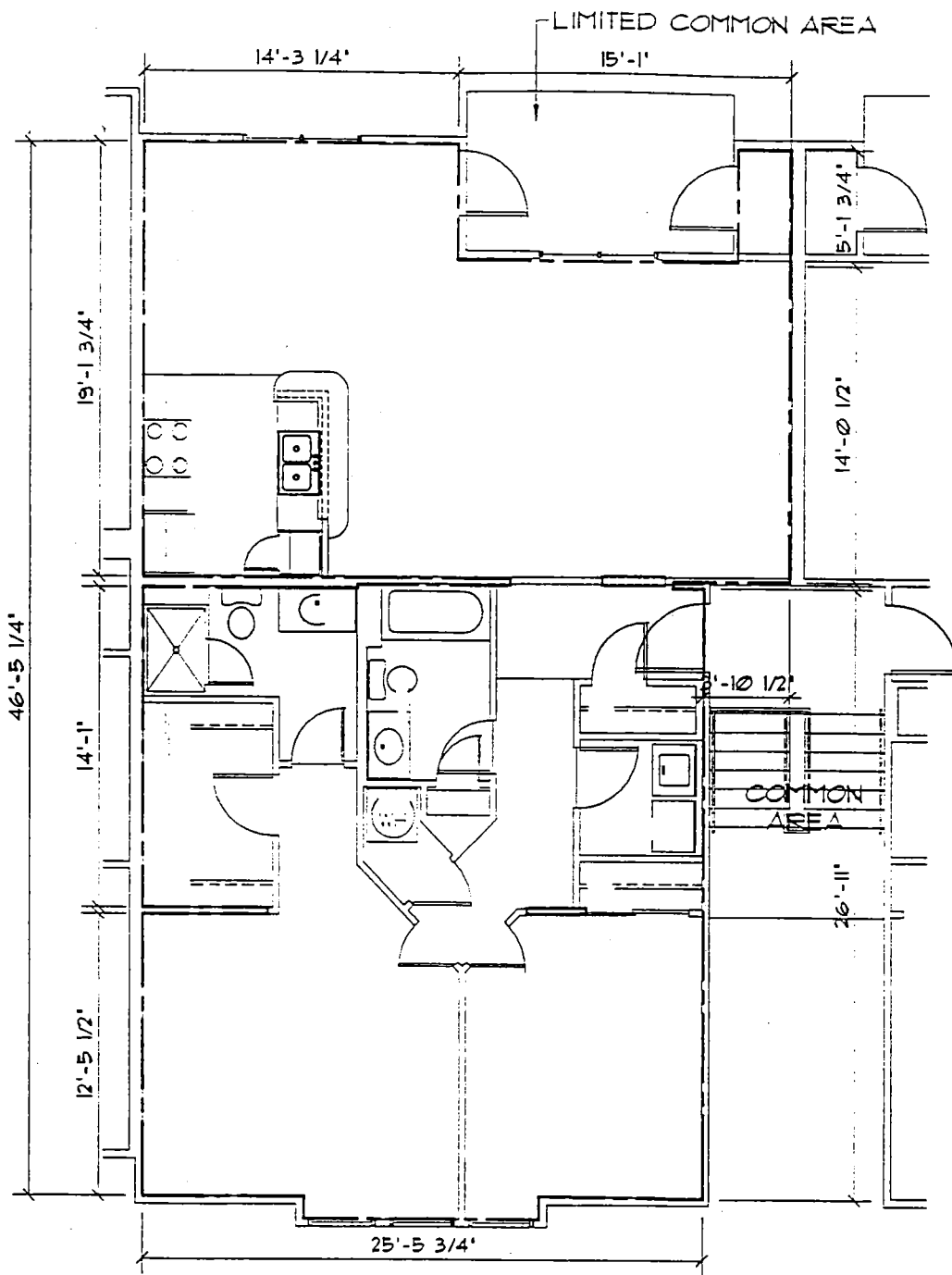
Robert Treadon & Associates
Architects

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Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116


THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-10



UNIT TYPE "C"
SECOND FLOOR
RIGHT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.


REGISTERED ARCHITECT

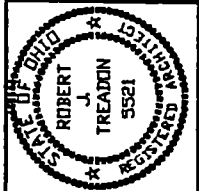
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EXHIBIT: C

PAGE: 11 of 24

DATE: MARCH 25, 1996

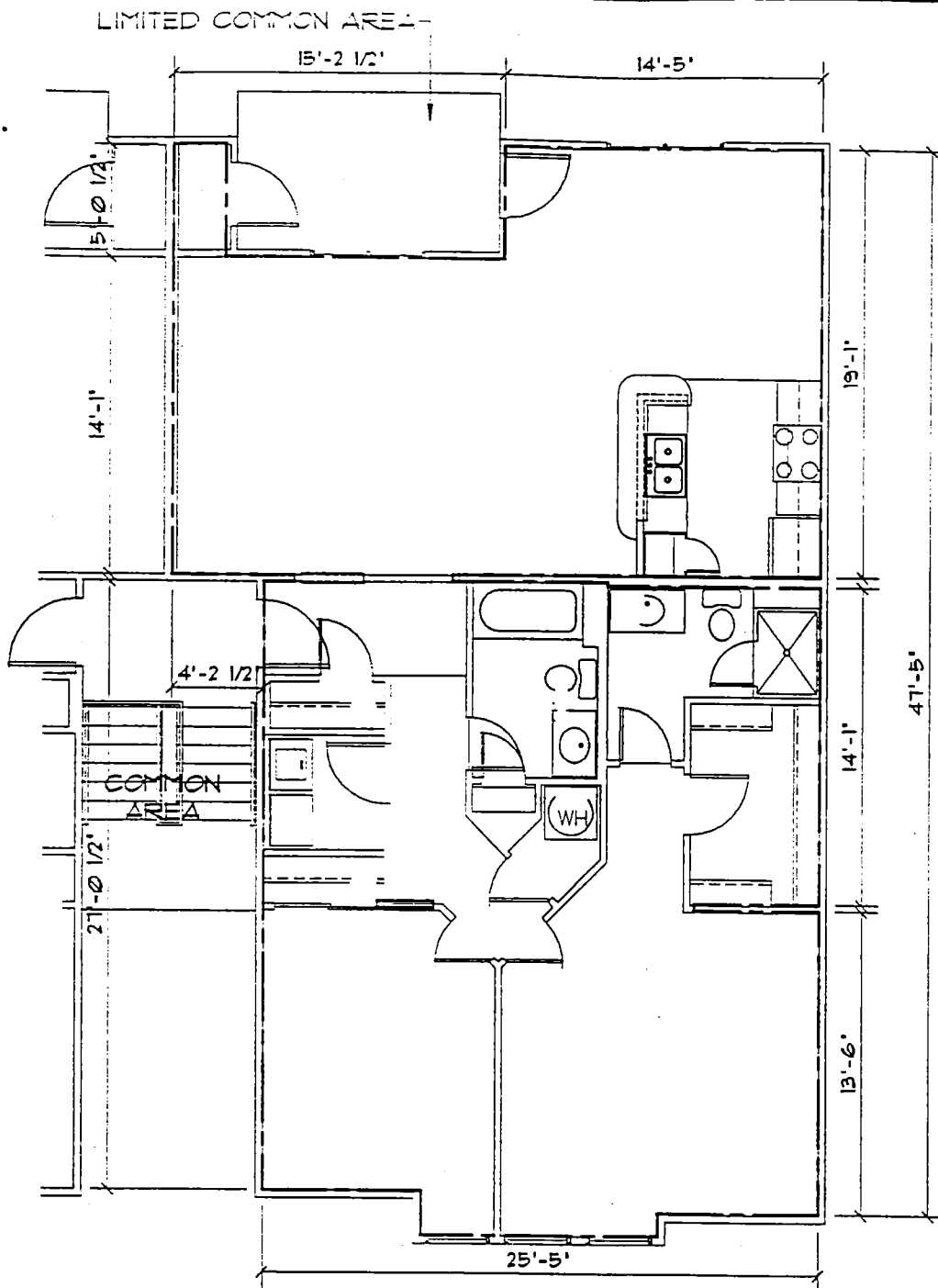
BUILDING 3
UNIT #150
HIGH RIDGE COURT



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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-11



UNIT TYPE "B"
SECOND FLOOR
FAR RIGHT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

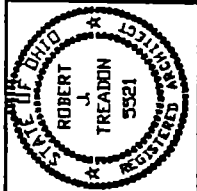
1215.9 NET SQ. FEET

EXHIBIT: C

PAGE: 12 of 24

DATE: MARCH 25, 1996

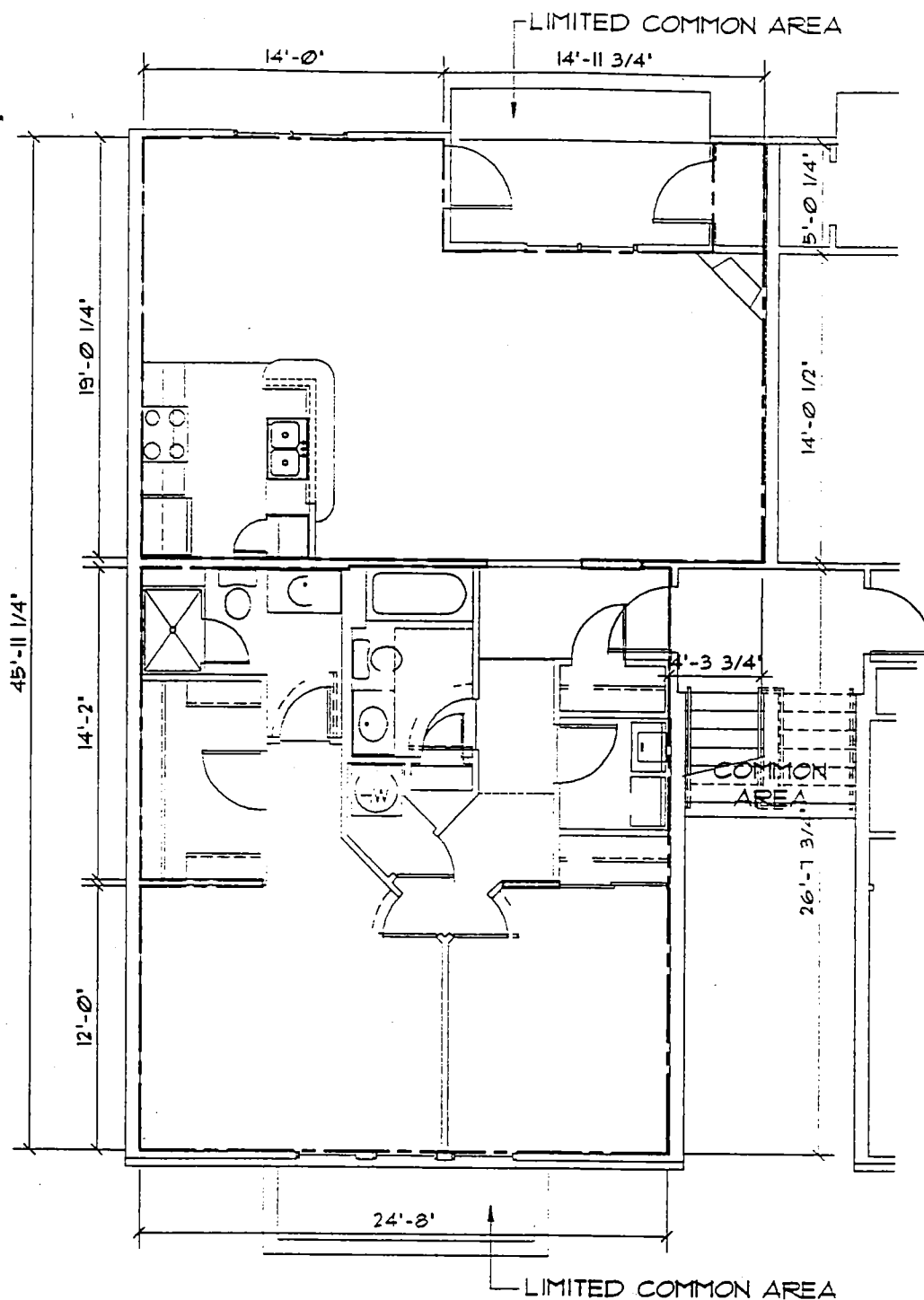
BUILDING 3
UNIT #151
HIGH RIDGE COURT



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Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-12



UNIT TYPE "A"
BASEMENT LEVEL
FAR LEFT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

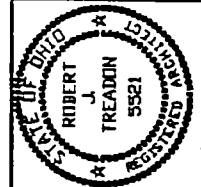
1143.63 NET SQ FEET

EXHIBIT: C

PAGE: 13 of 24

DATE: MARCH 25, 1996

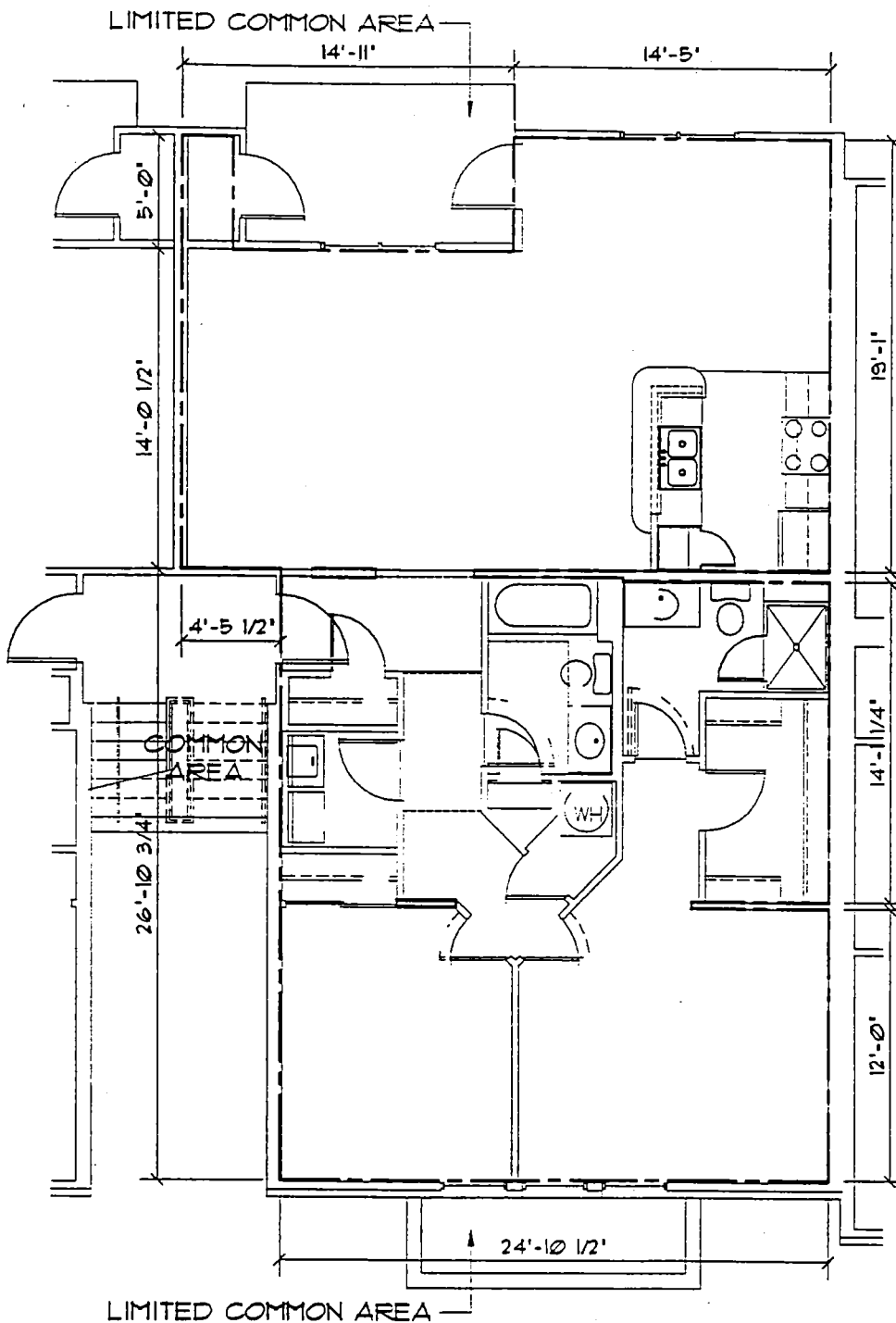
BUILDING 2
UNIT #128
HIGH RIDGE COURT



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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-13



UNIT TYPE "A"
BASEMENT LEVEL
LEFT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

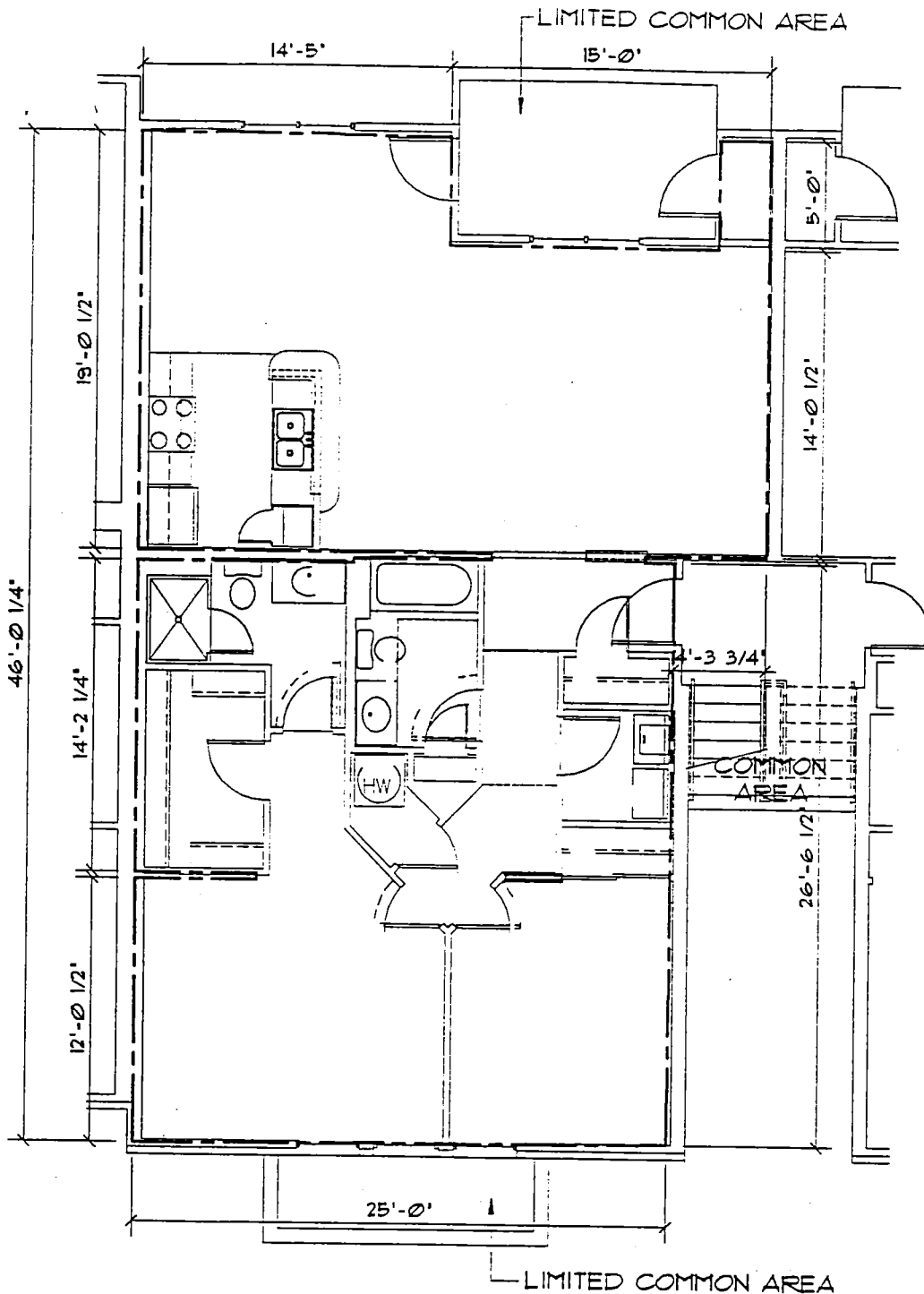
1155.78 NET SQ. FEET

EXHIBIT: C

PAGE: 14 OF 24

DATE: MARCH 25, 1996

BUILDING 2 UNIT #129 HIGH RIDGE COURT		Robert Treadon & Associates Architects 300 High Street, Suite 612 Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116	THE MEADOW OF WILDWOOD CONDOMINIUM FAIRFIELD, OHIO 45014	A-14
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UNIT TYPE "A"
BASEMENT LEVEL
RIGHT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

1161.24 NET SQ. FEET

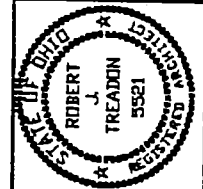
EXHIBIT: C

PAGE: 15 of 24

DATE: MARCH 25, 1996

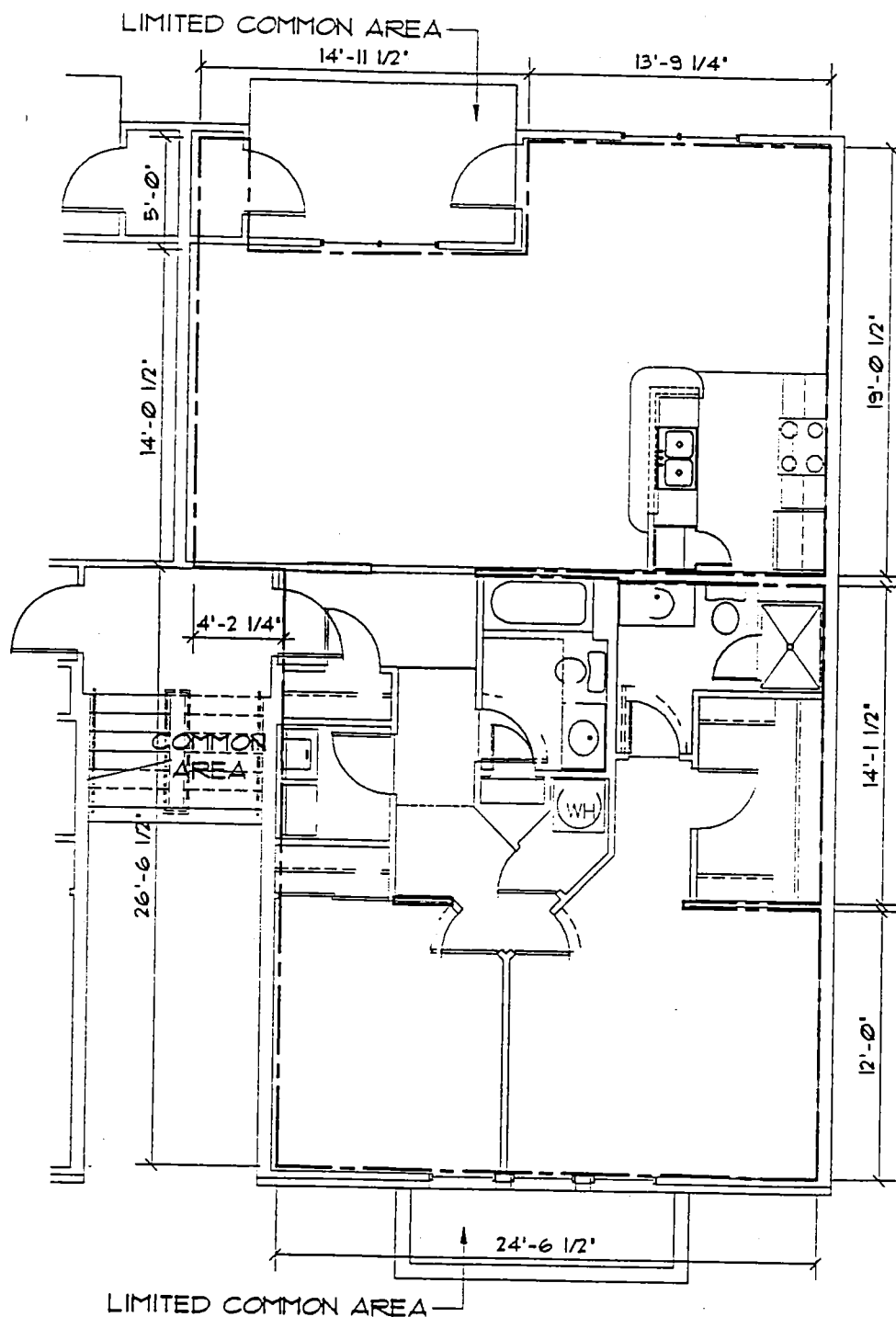
THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

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Architects
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Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116



BUILDING 2
UNIT #134
HIGH RIDGE COURT

A-15



UNIT TYPE "A"
BASEMENT LEVEL
FAR RIGHT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.


REGISTERED ARCHITECT

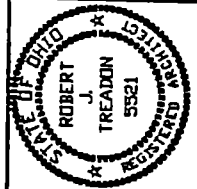
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EXHIBIT: C

PAGE: 16 of 24

DATE: MARCH 25, 1996

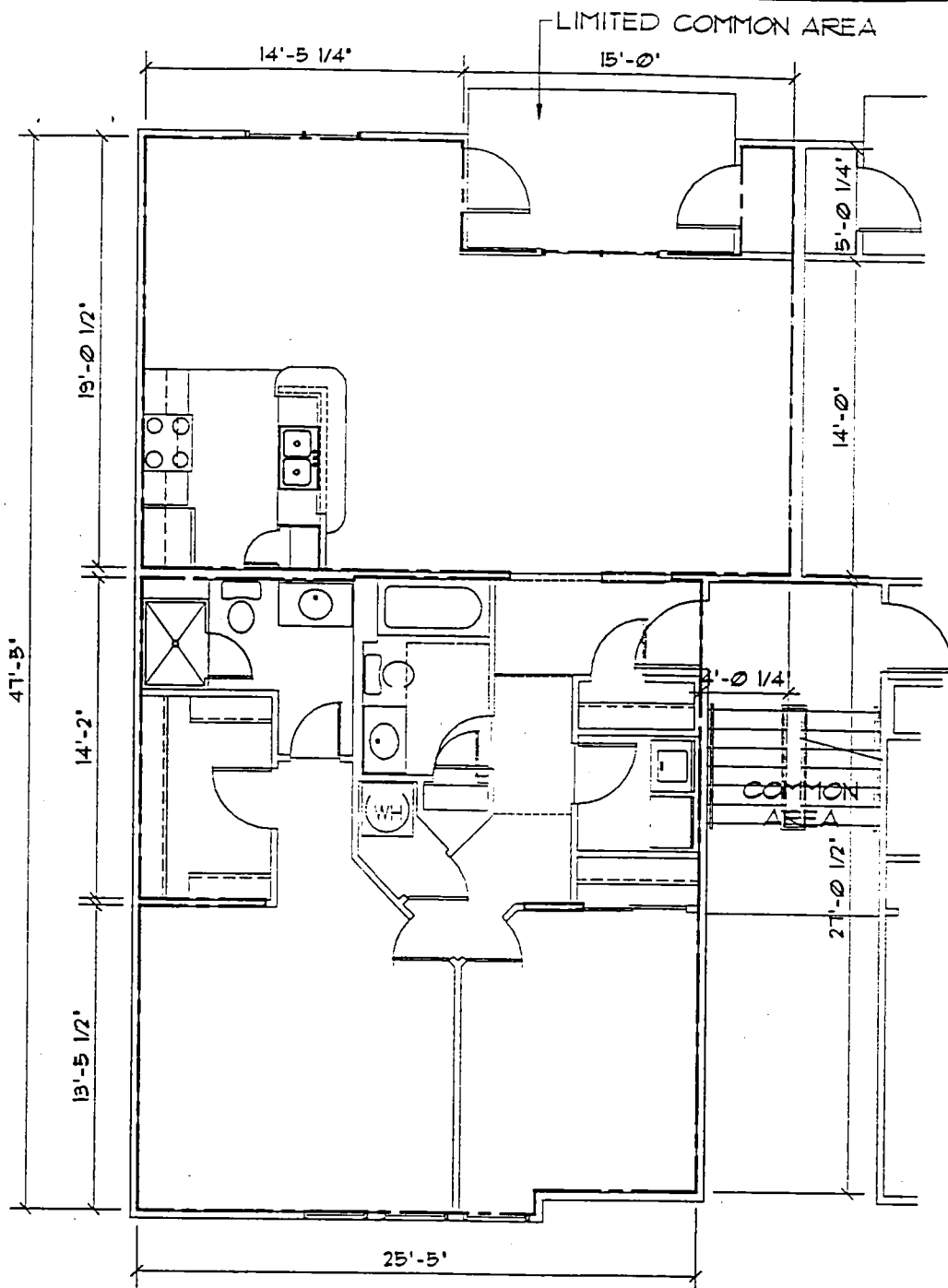
BUILDING 2
UNIT #135
HIGH RIDGE COURT



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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-16



UNIT TYPE "B"
FIRST FLOOR
FAR LEFT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

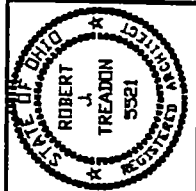
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EXHIBIT: C

PAGE: 17 OF 24

DATE: MARCH 25, 1996

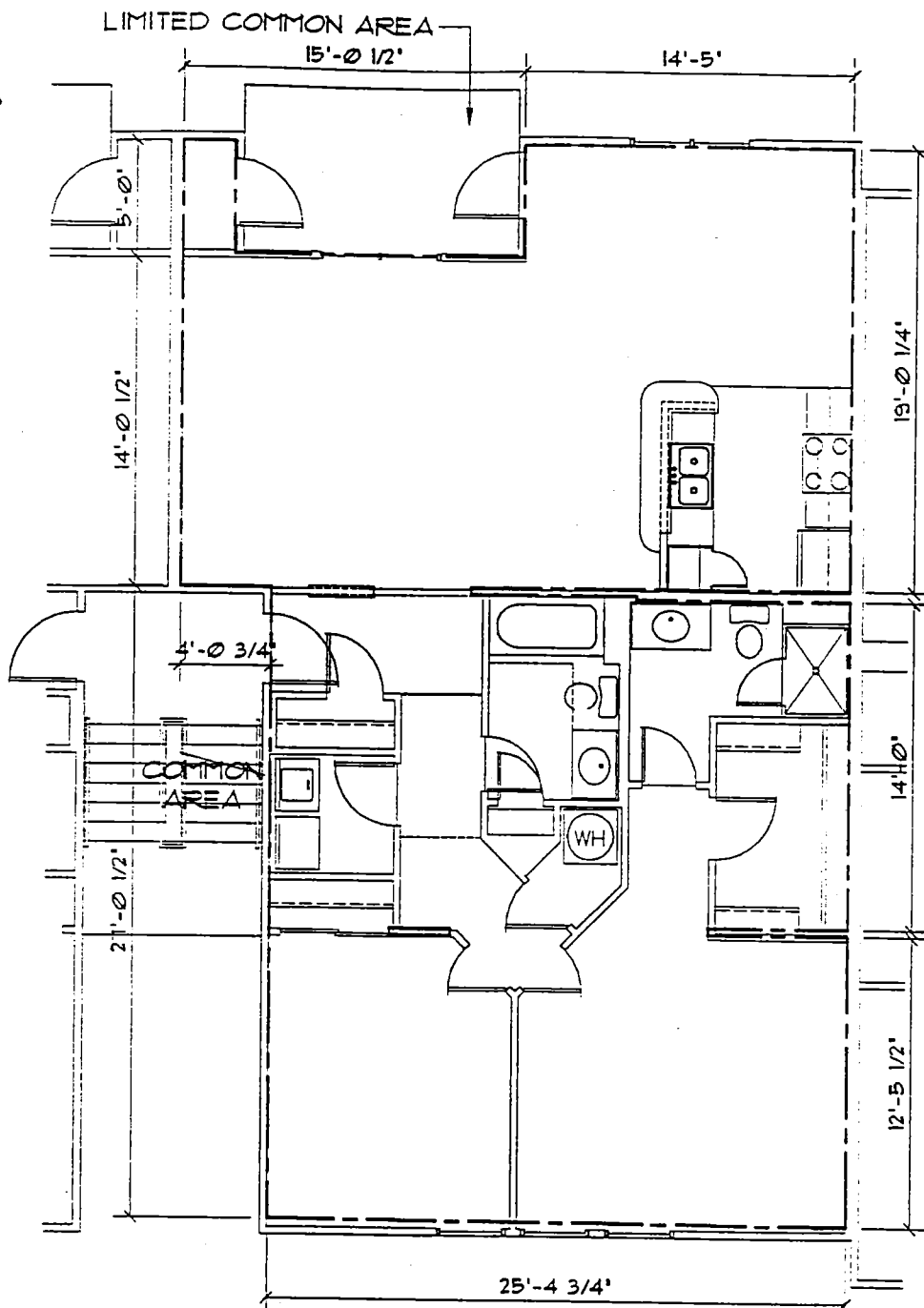
BUILDING 2
UNIT #130
HIGH RIDGE COURT



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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-17



UNIT TYPE 'B'
FIRST FLOOR
LEFT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.


REGISTERED ARCHITECT

1179.31 NET SQ. FEET

EXHIBIT: C

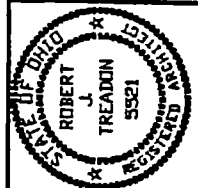
PAGE: 18 of 24

DATE: MARCH 25, 1996

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

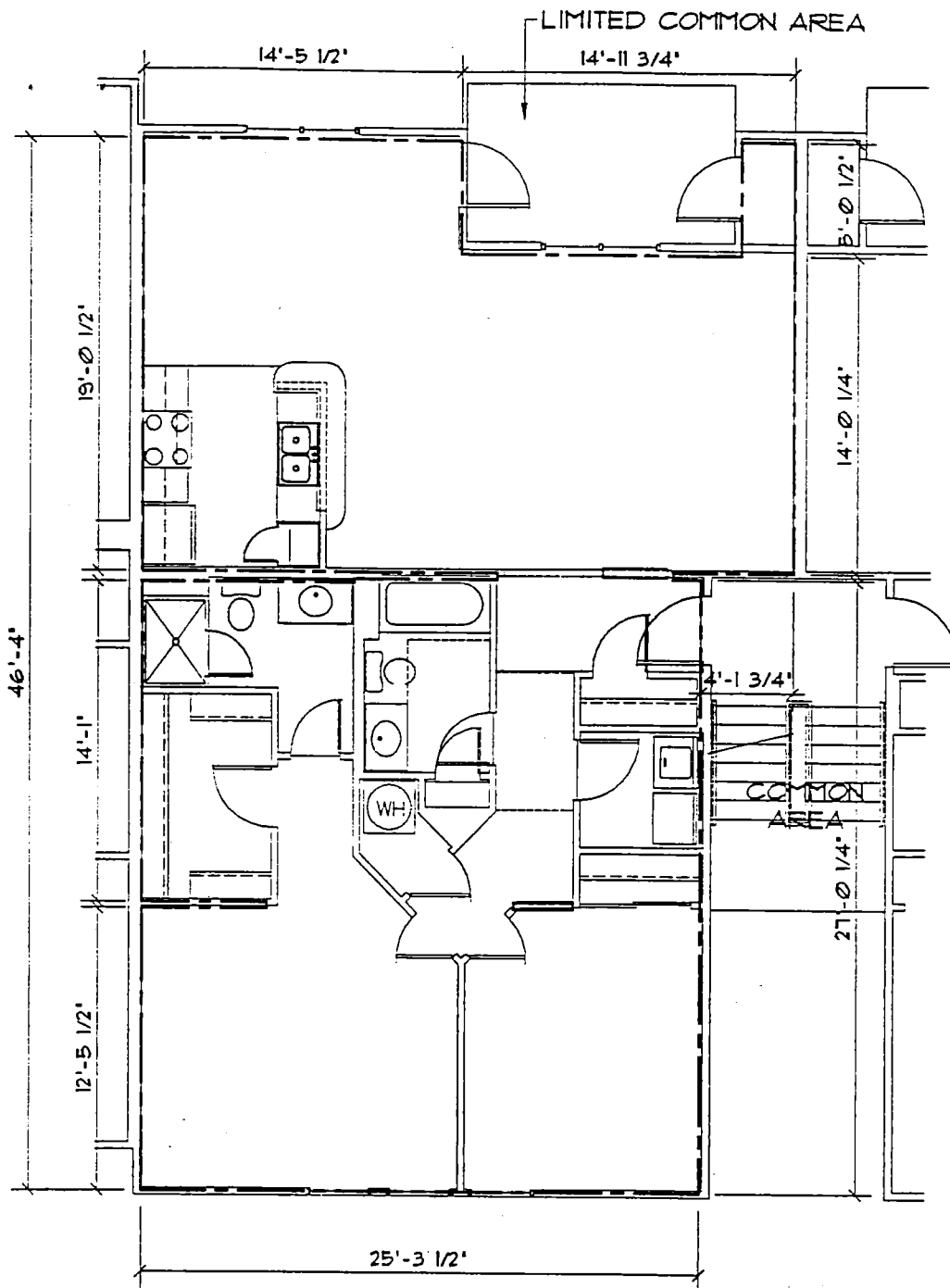
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BUILDING 2
UNIT #131
HIGH RIDGE COURT

A-18



UNIT TYPE "B"
FIRST FLOOR
RIGHT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

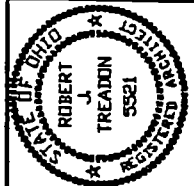
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EXHIBIT: C

PAGE: 19 of 24

DATE: MARCH 25, 1996

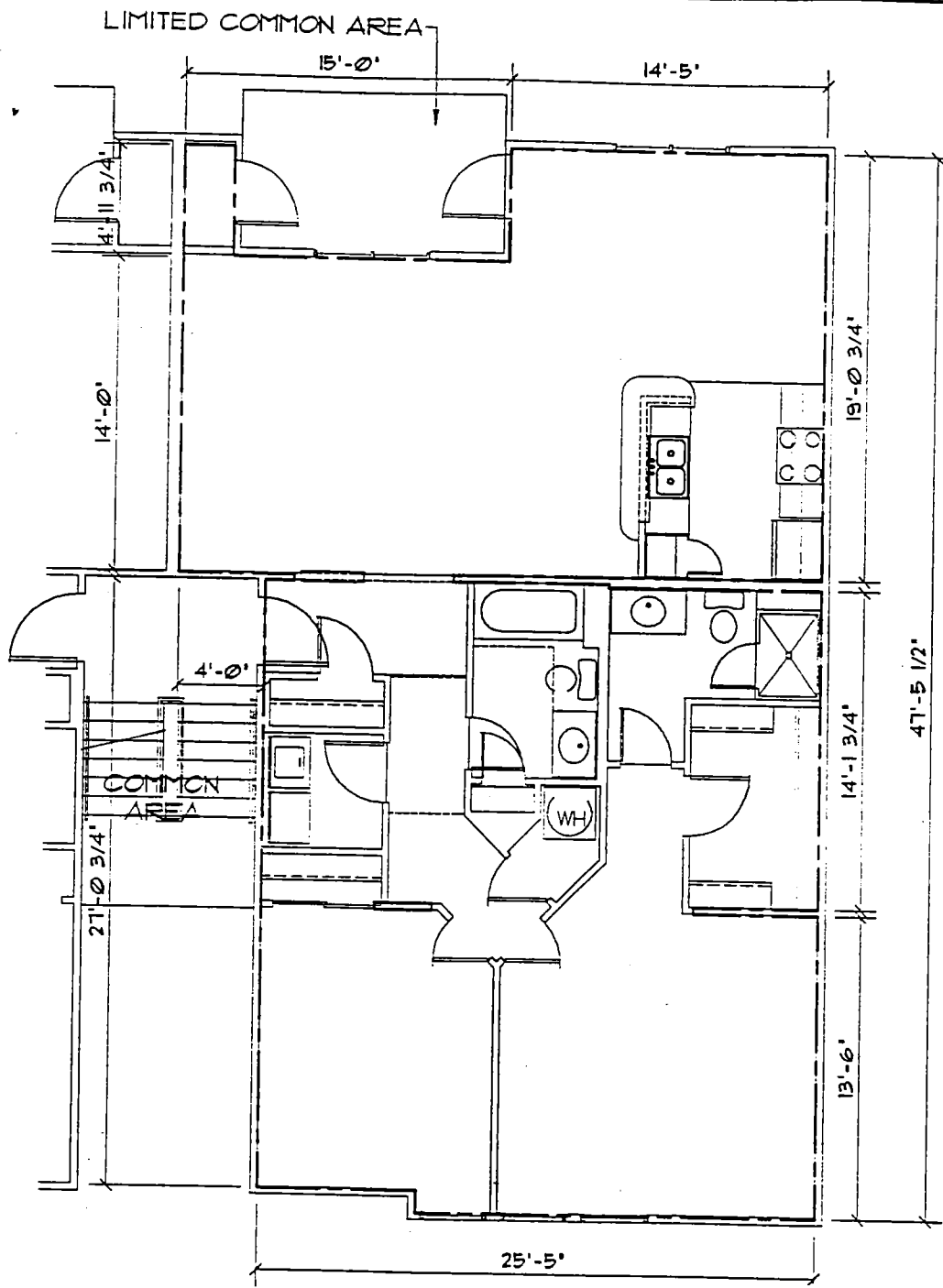
BUILDING 2
UNIT #136
HIGH RIDGE COURT



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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-19



UNIT TYPE 'B'
FIRST FLOOR
FAR RIGHT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

1202.13 NET SQ. FEET

EXHIBIT: C

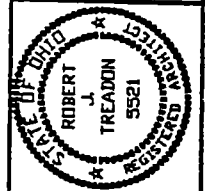
PAGE 20 of 24

DATE: MARCH 25, 1996

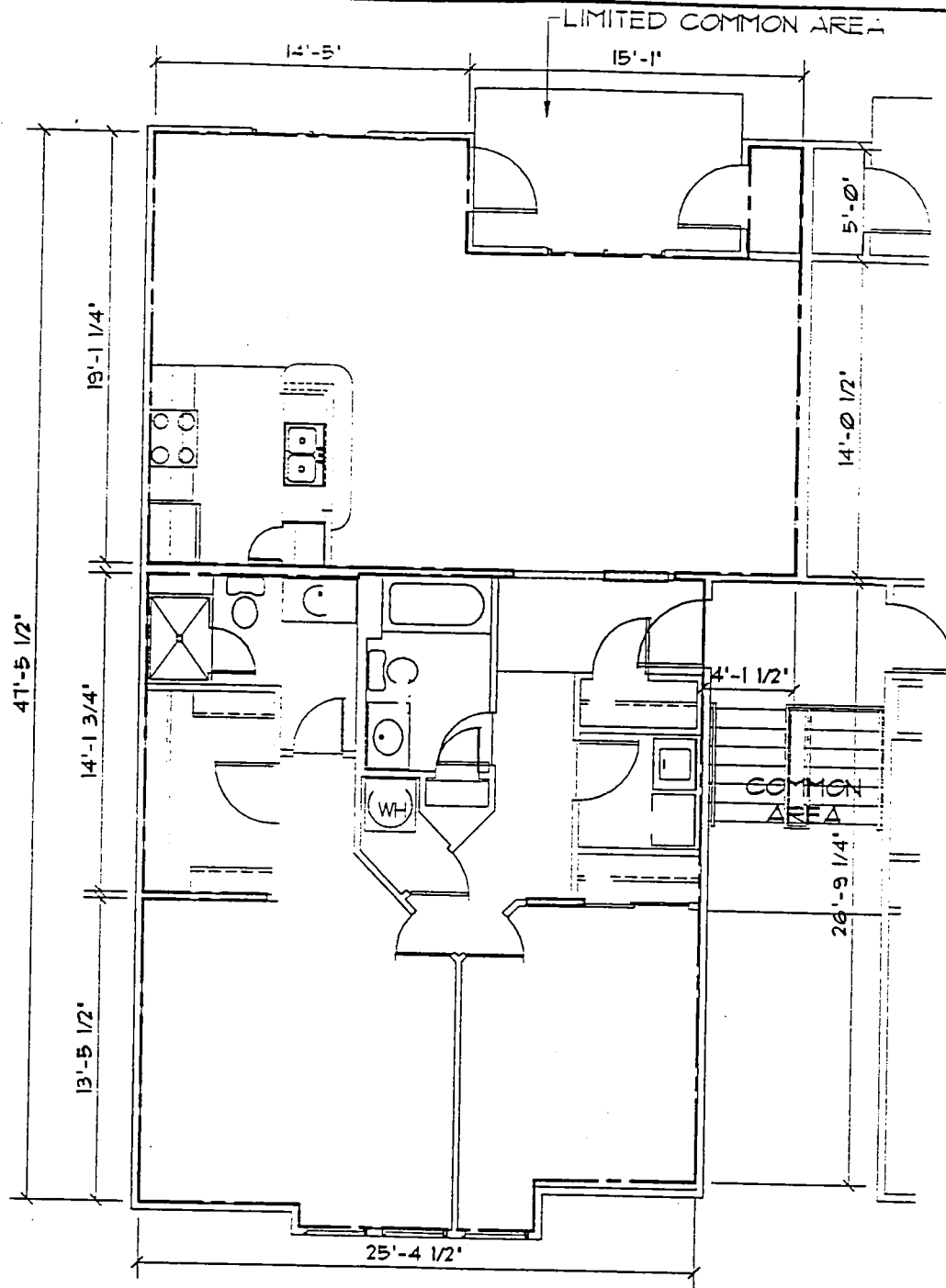
Robert Treadon & Associates
Architects
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Hamilton, Ohio 45011 (513) 863-7162 Fax 863-1116

THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-20



BUILDING 2
UNIT #137
HIGH RIDGE COURT



UNIT TYPE "C"
SECOND FLOOR
FAR LEFT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

1210.85 NET SQ. FEET

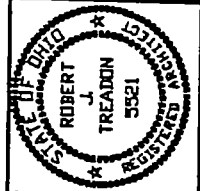
EXHIBIT: C

PAGE: 21 of 24

DATE: MARCH 25, 1996

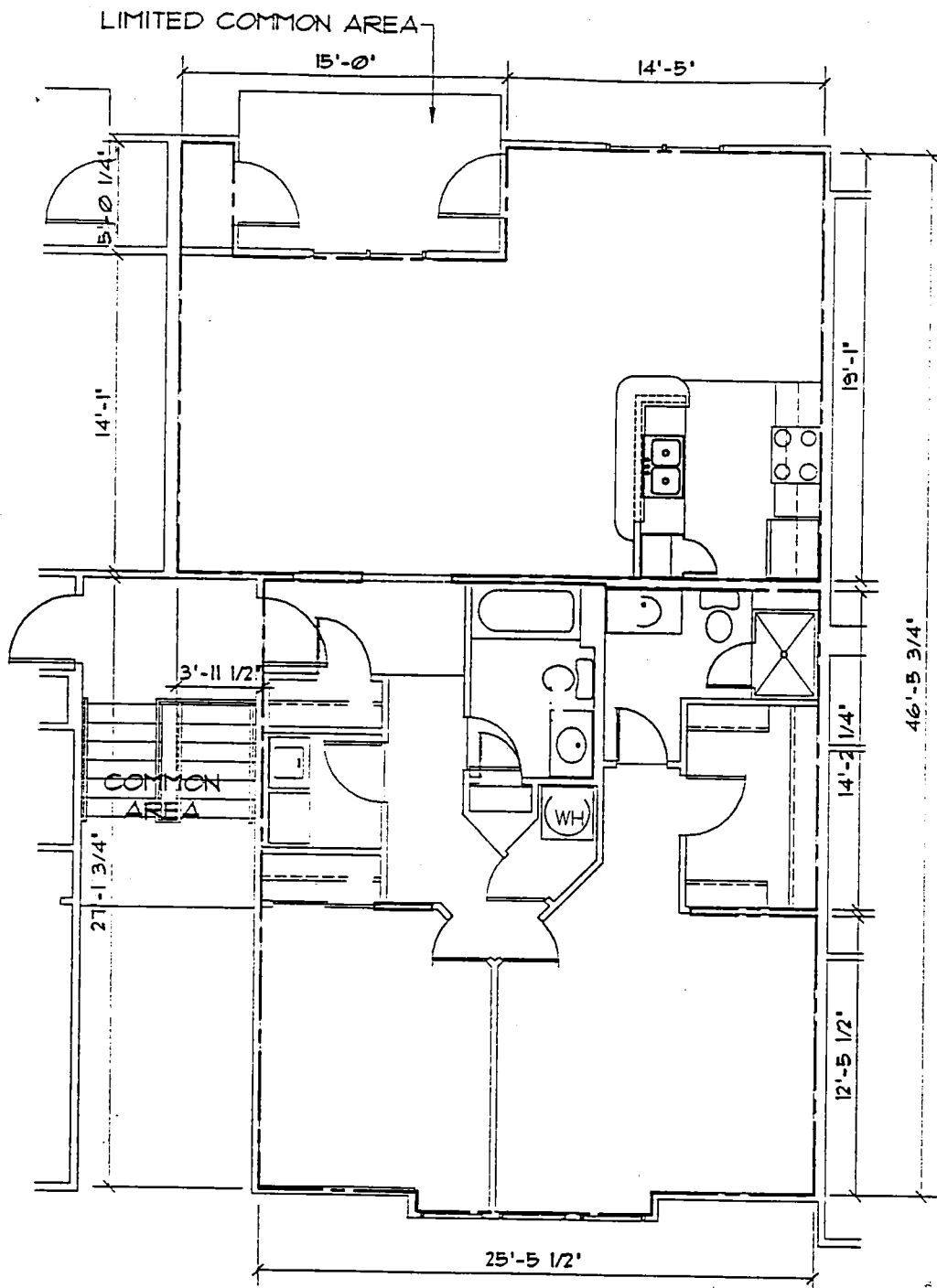
THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

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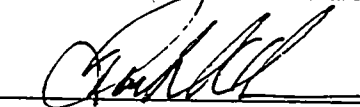
BUILDING 2
UNIT #132
HIGH RIDGE COURT

A-21



UNIT TYPE "C"
SECOND FLOOR
LEFT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.


REGISTERED ARCHITECT

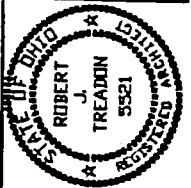
1197.36 NET SQ. FEET

EXHIBIT: C

PAGE: 22 OF 24

DATE: MARCH 25, 1996

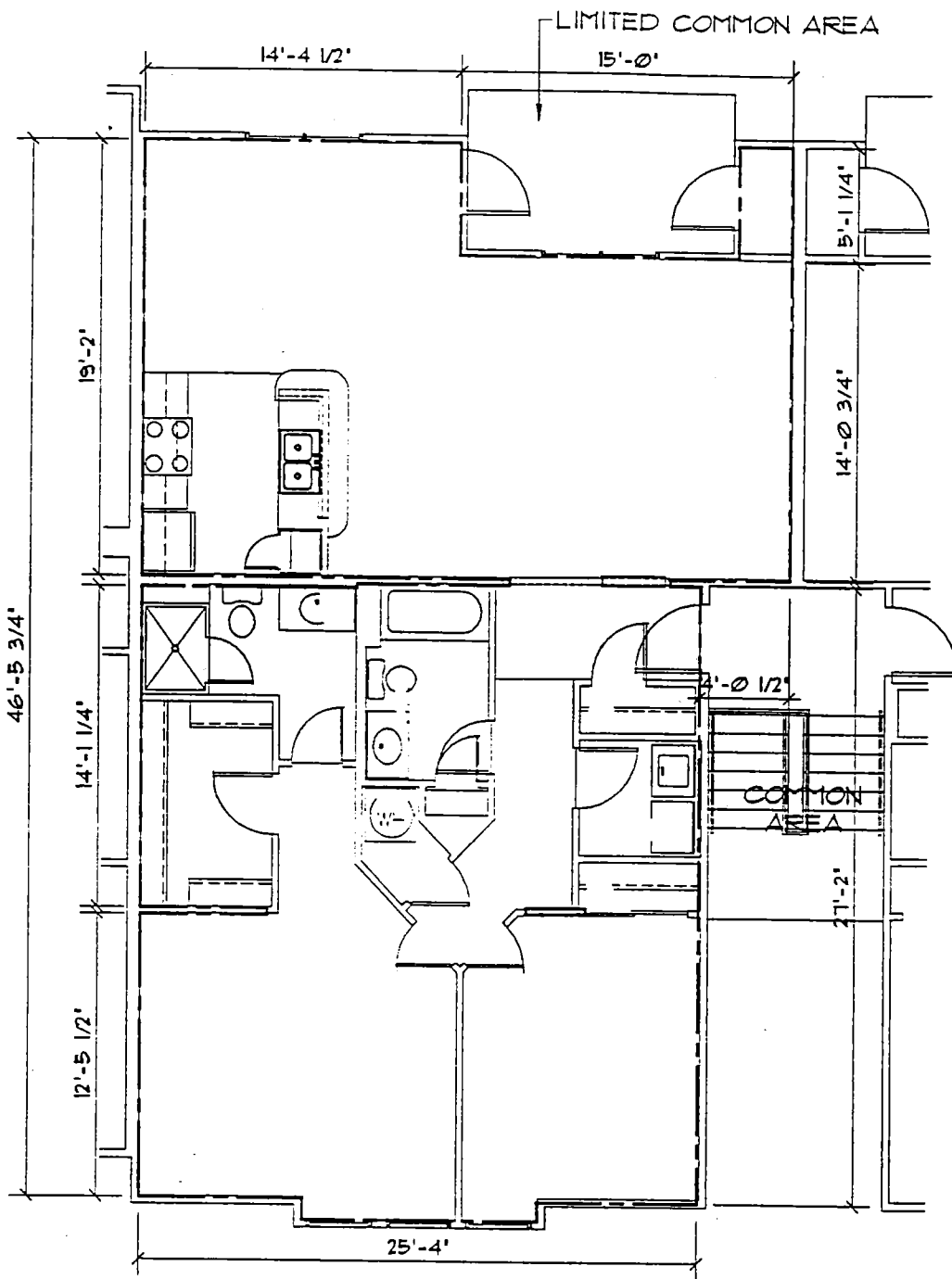
BUILDING 2
UNIT #133
HIGH RIDGE COURT



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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-22



UNIT TYPE "C"
SECOND FLOOR
RIGHT CENTER

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

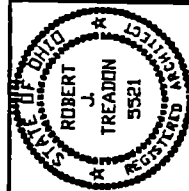

REGISTERED ARCHITECT

1194.36 NET SQ. FEET

EXHIBIT: C

PAGE: 23 of 24

DATE: MARCH 25, 1996

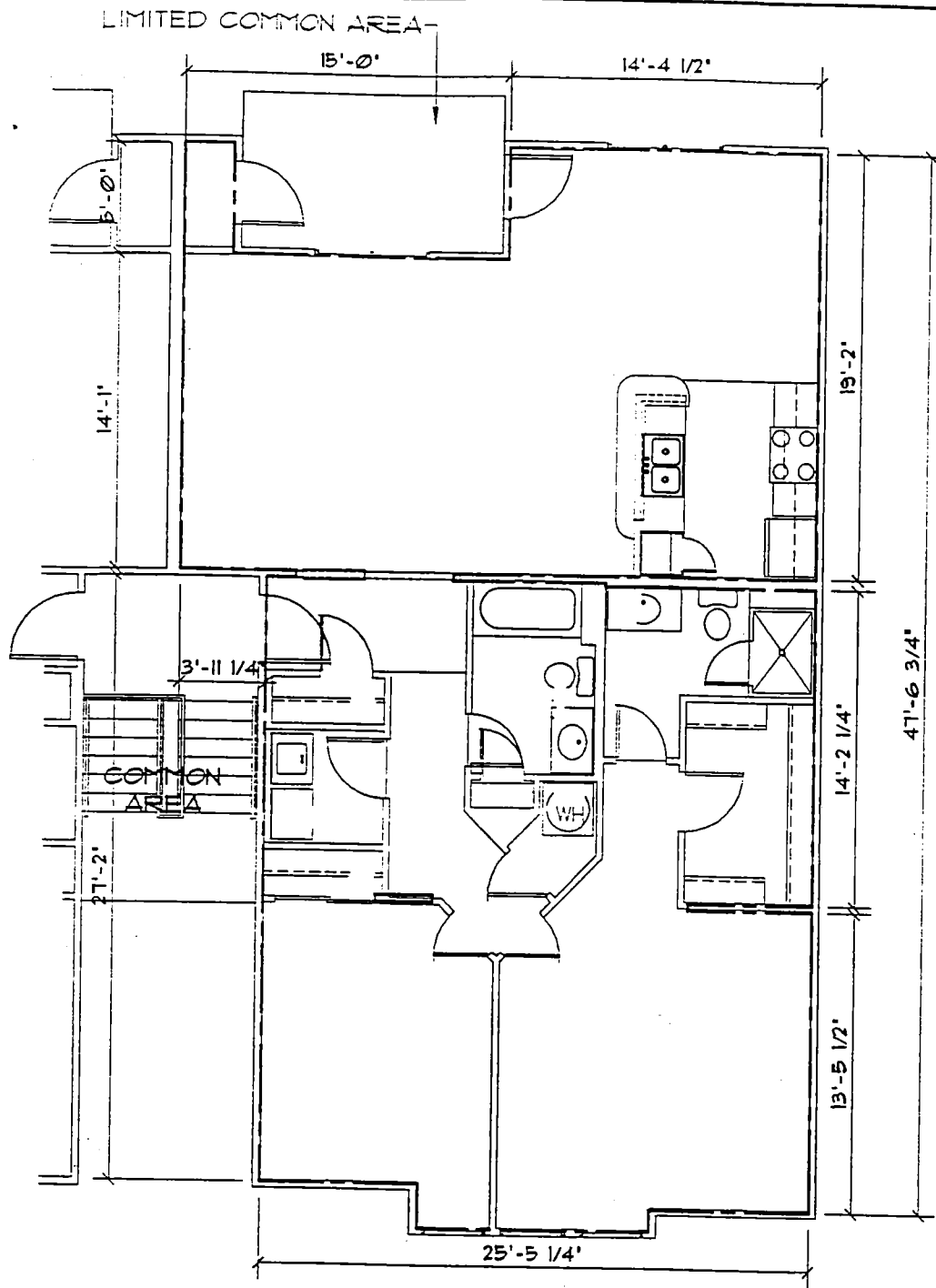


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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

BUILDING 2
UNIT #138
HIGH RIDGE COURT

A-23



UNIT TYPE "B"
SECOND FLOOR
FAR RIGHT

CERTIFICATION:
THE WITHIN DRAWING OF THE
MEADOW OF WILDWOOD CONDOMINIUM
CORRECTLY SHOWS THE UNIT AS
CONSTRUCTED. THE MEASUREMENTS
ARE CERTIFIED CORRECT.

[Signature]
REGISTERED ARCHITECT

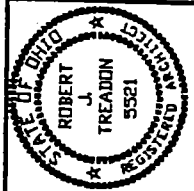
1215.23 NET SQ. FEET

EXHIBIT: C

PAGE: 24 of 24

DATE: MARCH 25, 1996

BUILDING 2
UNIT #139
HIGH RIDGE COURT



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THE MEADOW OF
WILDWOOD CONDOMINIUM
FAIRFIELD, OHIO 45014

A-24

CONSENT OF MORTGAGEE

STAR BANK, N.A. ("Mortgagee"), the holder of a certain Mortgage ("Mortgage") dated September 1, 1995, and recorded in the records of Butler County, Ohio at Official Records Volume 5430 Page 436, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership and to the filing thereof; and further subjects the Mortgage to the provisions of the Declaration, provided, however, that this consent shall not waive, invalidate or discharge the lien of the Mortgage nor subordinate the lien thereof to the lien of any charges or assessments created by the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent this _____ day of _____, 1996.

Signed and acknowledged
in the presence of:

STAR BANK, N.A.

Print Name:

By: _____

Name: _____

Print Name:

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 1996 by _____, the _____ of STAR BANK, N.A., a banking association organized and existing under the laws of the United States of America, on behalf of the association.

Notary Public

EXHIBIT D

PERCENTAGE OWNERSHIP OF ALL UNITS

BUILDING #	UNIT #	LOCATION	FLOOR AREA (Net Square Feet)	PAR VALUE	LIMITED COMMON AREAS	PERCENTAGE INTEREST
3	140, 141, 146, 147	Basement	1,134 - 1,157	.09 each	Adjacent Patio	4.17% each
3	142, 143, 148, 149	First Floor	1,175 - 1,203	.09 each	Adjacent Deck	4.17% each
3	144, 145, 150, 151	Second Floor	1,194 - 1,216	.09 each	Adjacent Deck	4.17% each
2	128, 129, 134, 135	Basement	1,131 - 1,162	.09 each	Adjacent Patio	4.17% each
2	130, 131, 136, 137	First Floor	1,178 - 1,204	.09 each	Adjacent Deck	4.17% each
2	132, 133, 138, 139	Second Floor	1,194 - 1,216	.09 each	Adjacent Deck	4.17% each
TOTAL	24		Appr. 14,160 - 14,175			100%