

NORTHWOOD LAKES
CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP

*Note: This is not a legal document,
but it is a reflection of the
Declaration of Condominium Ownership
which is registered with the Clark
County Recorder and as amended
effective May 27, 2014.*

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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
NORTHWOOD LAKES CONDOMINIUM

WHEREAS, OBERER DEVELOPMENT CO. hereafter referred to as "Declarant", is the Owner in fee simple of the real property hereafter described; and

WHEREAS, it is the desire of Declarant to submit the land, together with the improvements thereon, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code, for Condominium Ownership;

NOW, THEREFORE, the Declarant does hereby make the following declarations:

1. LEGAL DESCRIPTION. The Declarant does hereby subject the real estate described hereafter to the provisions of Chapter 5311 of the Ohio Revised Code and said real estate and the improvements thereon shall be held under the terms and conditions of the Agreement, which shall be binding on said Declarant, its successors and assigns and all subsequent owners of all or any part of said real property and improvements, and their successors, heirs, administrators, devisees or assigns. Said real estate is described as follows:

Situate in the City of Springfield, County of Clark and being the real estate described on Exhibit A, attached hereto and made a part hereof being a 2.265 acre parcel.

Said exhibit A is the legal description for five (5) buildings which contains ten (10) units.

2. DEFINITIONS. The following terms used herein are defined as follows:

a. "Association" shall refer to Northwood Lakes Condominium Association, a nonprofit corporation, which is an association of all of the owners of Units in this Condominium organized to administer the Condominium Property in all respects, as provided in the Declaration and By-Laws.

b. "Declarant" means Oberer Development Co., an Ohio corporation, its successors and assigns.

c. "Board of Directors" or "Board" shall refer to the Board of Directors of the Association.

d. "Common Expenses" means those expenses designated as such by Chapter 5311 of the Revised Code and as provided in this Declaration and By-Laws to be shared by all of the Unit Owners.

e. "Common Surplus" for any period of time means the amount by which the total income, rents, receipts and revenues from the Common Elements exceed the Common Expenses for said period.

f. "Losses" for any period of time means the amount by which the Common Expenses exceed the total income, rents, receipts and revenues from the Common Elements.

g. "Common Assessments" means assessments charged proportionately against all Units for common purposes.

3. NAME. The condominium Property shall be known as "Northwood Lakes Condominium".

4. PURPOSE AND INTENTION.

a. Purpose. The purposes of this Condominium are to provide separately designated and legally-described freehold estates consisting of Units as are hereafter described and as shown on the drawings attached hereto, entitling the Unit Owner to the right to the exclusive ownership and possession of his Unit and to ownership of an undivided interest in the Common Elements in the percentage as is expressed in this Declaration. There are no commercial facilities situated in this Condominium and the use of said Units shall be for single family residence purposes only.

b. Condominium Development. It is the intention of the Declarant to establish by this Declaration a Condominium Development consisting initially of five (5) buildings (ten (10) units) and to expand the Condominium Development through the first phase of twenty-one (21) buildings and the second phase of twenty (20) buildings. The Condominium Units initially submitted hereby and described on Exhibit A are Units 1912, 1914, 1916, 1918, 1920, 1922, 1915, 1917, 1923 and 1925.

c. First Phase. The Declarant will add to this Condominium the Units that are constructed on the 8.241 acres described in Exhibit B, attached hereto. The Declarant plans to construct twenty-one (21) two family buildings on the land described in Exhibit B (including the existing units described on Exhibit A) and will add these buildings to the Condominium Plan as the same are constructed and by filing amendments to this Declaration for that purpose. The 0.932 acres described as Exhibit D and being a part of the land described in Exhibit

B is not submitted by this Declaration will be added in part or in full by an amendment to the Declaration. There is presently completed thereon three (3) buildings and are units: 1900, 1920, 1904, 1906, 1908 and 1910.

d. Second Phase. The Declarant also owns the 9.527 acres described in Exhibit C and plans to continue its Condominium Development upon the completion of development of the land described in Exhibit B to the Exhibit C land; there are Twenty (20 two family buildings contemplated for said land plus a community building.

5. GENERAL DESCRIPTION OF BUILDING. There is one (1) type of Building to be constructed, each Building to be a two family Building with one Unit having two bedrooms and the other Unit having three bedrooms. There will be some variations as to whether the garage is set in the front of the Unit or to the side of the Unit. There could also be variations when both Units in a building are the same unit type. The Buildings are one (1) story construction with attached garaged on a poured concrete footer and block foundation wall, concrete slab, frame exterior wall with brick veneer and horizontal wood siding covering, wood truss scissor trusses with fiberglass shingles over felt and plywood; skylight over the great room, aluminum fascia, soffits, gutters and downspouts and wood windows. There is an attached garage for each Unit to park two vehicles. Fireplaces are offered as an option. Access to the Units are by the front entrance to the front and rear with access internally to the garage.

6. LOCATION OF BUILDING. The initial buildings on the Condominium Property are located on Wedgewood Circle, a private street, that provides access to Middle Urbana Road a public street. Countryside Court, a private street will be developed as part of Northwood Lakes Condominium first phase with each Unit to have access to a public street over and across the Common Elements including the private streets to a public road for both vehicular and pedestrian traffic. The Units will be numbered on the Condominium Record Plan using the street numbers assigned to each Unit and which will be the legal description therefore. The Units initially submitted are Units 1912, 1914, 1915, 1917, 1916, 1918, 1920, 1922, 1923, and 1925.

In the second phase, Wedgewood Circle will be continued as a private street with a cul de sac private street developed off of Wedgewood Circle.

7. DESCRIPTION OF UNITS. Each of the units shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated surfaces of the

perimeter wall, floors and ceiling of said Unit projected if necessary, by reason of structural divisions such as interior walls, doors and windows to constitute a complete enclosure of space consisting of all of the living area described in each type of Unit.

a. Included in Unit. Included, without limitation, are the following:

i. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to the floors, ceilings and interior and perimeter walls;

ii. All windows, screens and doors, including the frame, sashes and jambs and the space occupied thereby;

iii. All fixtures located within the bounds of the Units, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building and more than one Unit thereof;

iv. All controls, knobs, switches, thermostats, and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

v. All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein and which are located within the bounds of the Unit.

b. Type of Unit. There are two (2) types of Units to be constructed in the Condominium, Type A and Type B, which are identified on the drawings that are an exhibit hereto and that will be an exhibit to the amendment of the Declaration in order to bring more units under this plan of Condominium Ownership.

Type A, The Wakefield. This Unit consists of a foyer, dining room, great room, kitchen, laundry room and for mechanical equipment, two bathrooms and three bedrooms all on the same floor with an attached two car garage. This unit contains 1475 square feet of living area and with the garage, a total of 1957 square feet of area.

Type B, The Essex. This Unit consists of a foyer, dining room, great room, kitchen, nook, laundry room and for mechanical equipment, two bathrooms and two bedrooms all of the same floor with attached two car garage.

This Unit contains 1346 square feet of living area and with the garage, a total of 1784 square feet of area.

If fireplaces are added to a Unit they will show on the exhibit showing the unit.

c. Exclusive Use. The Owners of a Unit shall have the right of exclusive possession, use and enjoyment of the surfaces of all of its perimeter walls, fixtures and other parts of the building within the boundary of their respective Unit, including the right to paint, tile, wax, paper or otherwise finish and re-finish or decorate the unit.

8. COMMON ELEMENTS. The entire land and improvements thereon not included within a Unit shall be Common Elements, including, but not limited to, the driveways, sidewalks, yards parking areas, all plumbing, electrical, heating and other utility service lines, pipes, wires, ducts and conduits which serve more than one Unit or for a common purpose of the building, covering material of the building, gutters, downspouts, exterior lighting fixtures, hose bibs and other facilities to service the Common Elements that are attached to the building, foundation, perimeter walls, roofs and all other parts of the building, necessary or convenient to its existence, maintenance, safety or normally in common use by more than one of the Owners. The division of wall and floors separating one Unit from another Unit are Common Elements

9. LIMITED COMMON ELEMENTS.

a. Specific Uses. The following are included in the Common Elements and appurtenant or adjacent to a building and are deemed Limited Common Elements designated or appurtenant Unit(s).

i. the patio area to the rear of the Unit and any privacy fences that are erected.

ii. the garage area that is a part of the Unit.

iii. The fireplace, flue and chimney if shown on the exhibits.

iv. The driveways are limited common elements to the Building it services.

b. General Uses. All plumbing, electrical, heating, and other utility service lines, pipes, wires, ducts and conduits which serve only one Unit shall be Limited Common Elements for the exclusive use of the Unit served thereby.

10. ASSUMPTION OF CONTROL BY UNIT OWNERS. The Unit owners will assume control of the Common Elements and of the Unit Owners Association, subject to the provisions of the Declaration and By-Laws and any amendments thereto.

11. EXPANDABLE CONDOMINIUM. The Declarant reserves the right to expand the Condominium Property by adding all or any part of the property referenced in Paragraph 4 (c) and 4(d) to the terms and provisions of this Declaration;

a. The land described in 4(c) (Exhibit B) will be for a total of twenty-one (21) Buildings or Forty-two (42) Units.

b. The land described in 4 (d) (Exhibit C) will be for twenty (20) Buildings or Forty (40) Units plus a community building.

c. The buildings to be added will be compatible with the existing building with the same quality of construction, the same principal materials will be used, and the architectural style will be similar and compatible. The Units that are added shall be substantially identical to the existing Units.

d. There are no limitations of the option of the Declarant to add all or part of the additional property to the Condominium and they may be added at separate times.

e. A time limit of seven (7) years from the time the Declaration is recorded is established for the Declarant to add all of the additional property.

f. The maximum units that may be added to expand the Condominium are eighty-two (82) units.

12. PERCENTAGE OF INTEREST OF UNITS.

a. The interest of each Unit in the Common and Limited Common Elements of the Condominium and the respective share of the Unit Owners in the Common Expenses and Common Surplus and Losses of the Condominium as stated as a par value which is computed in the proportion that the fair market value of the Unit bears to the aggregate fair market value of all Units at the time of filing the Declaration and which will continue as additional Units are added. The Type A Unit has a par value of 53 and the Type B Unit has a par value of 47.

b. As additional Units are added the percentage of interest in the Common Elements and in the profits, losses and Common Expense will be recomputed to include all of the Units thereunder the Condominium plan. Since

the Units added, will be comparable to the existing Units the interests will remain constant with each Owner having a fractional interest as each Unit compares to the total after any amendment.

13. UNIT OWNERS ASSOCIATION. Northwood Lakes Condominium Association, a nonprofit corporation, is the Unit Owners Association, organized to administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new Owner of said Unit automatically shall become a member of the Association.

a. Board of Directors. The Board of Directors and Officers of the Unit Owners Association elected as provided by the By-Laws of the Unit Owners Association, attached as an exhibit to this Declaration, shall exercise the powers and discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by the Declaration upon the Association.

b. Voting Rights in Association. There shall be one (1) vote for each Unit comprising this Condominium. The percentage of interest of each Unit Owner in the Common Elements and in the Limited Common Elements are not applicable to the voting rights of the Unit Owners or to determine a quorum for meeting of the Association. As additional Units are added the total votes will increase by each Unit added to a maximum of eighty-two (82) votes, being the total units that can be added to this Condominium plan. Except as provided in the By-Laws, the Declarant shall have the right to appoint and remove members of the Board of Directors and remove member of the Board and other officers of the Association and to exercise the powers and responsibilities otherwise assigned in the By-Laws or the Declaration to the Association, the Directors or officers from the date of the establishment of the Association until the earlier of five (5) years or thirty (30) days after the sale of the Units that represent 75% of the undivided interests in the Common Elements to purchasers in good faith for value.

c. Management Contracts. Neither the Unit Owners Association nor the Unit Owners will be subject to any management contract or agreement entered into by the Declarant.

14. ADMINISTRATION OF CONDOMINIUM PROPERTY. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto as an Exhibit. Each Owner, tenant or occupant of a Unit shall

comply with the provisions of the general law, this Declaration, the By-Laws, decisions and resolutions of the Association or his representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages, or for injunctive relief.

15. STATUTORY AGENT. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

16. AMENDMENT OF DECLARATION AND BY-LAWS.

a. Method of Amendment. Except in order to expand the Condominium Development, this Declaration and the By-Laws may be amended only upon the filing for record with the Recorder of Clark County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees that are recorded with the Association shall be notified of any meeting of the Unit Owners to consider any amendments and shall be advised of the item or items to be amended and any new matters to added by the amendment.

b. Effect of Amendment. No amendment shall have any effect, however, upon an **eligible** first mortgagee, **as defined in Bylaws Article VII, Section 1**, until the written consent of such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification on the instrument of the amendment as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment of this Declaration

and/or By-Laws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter se, provided that the rights of a non-consenting mortgagee shall not be derogated thereby.

c. Expansion. The amendments for the purpose of expanding the Condominium in accordance with the rights reserved herein will be sufficient when executed by the Declarant and shall not require the consent of the Unit Owners, mortgagees or approval of the Association.

17. MANAGEMENT, MAINTENANCE, REPAIRS AND REPLACEMENT

a. Responsibility of the Association. Except as otherwise provided herein, or in the By-Laws, the management, maintenance, repair and replacement of the Common Elements shall be the responsibility of the Association, including such Common Elements located within the bounds of a Unit, excluding however the interior surfaces of any interior walls, floors, doors, ceilings, and other surfaces of the Unit, the maintenance, repair or replacement of which is the responsibility of a Unit Owner. Nothing herein shall be deemed to create a contractual liability of the Association to a Unit Owner, for the maintenance, repair or replacement of any part of the Common Elements at any time except as the Association deems necessary for the benefit of the Condominium Property and to preserve the value thereof.

b. Limited Common Elements. The respective responsibilities for the maintenance, decoration, repair and replacement of the Limited Common Elements which are appurtenant to each Unit shall be as follows:

i. The cost of maintenance and repair of the garage shall be the responsibility of the Unit Owner using such area.

ii. The cost of maintenance and repair of any outside lighting facilities will be the responsibility of the Unit Owner using such facility.

iii. The cost of maintenance and repair of the patio and privacy fences shall be the responsibility of the Unit Owner using such area. If any privacy fence is shared with another Unit, this cost of maintenance and repair shall likewise be shared by each Unit Owner.

iv. The cost of maintenance and repair of the fireplace, flue and chimney for the fireplace, including periodic cleaning shall be the responsibility of the Unit Owner having use of such fireplace.

v. The cost of maintenance, repair and replacement of the Limited Common Elements not specifically delegated to a Unit Owner shall be the responsibility of the Association.

vi. The work above outlined to be paid for by the Unit Owner shall be performed by the Unit Owner with the approval and under the supervision of the Association. Upon the request of the Unit Owner, the Association, after arrangements for the payment of the cost are arranged, shall perform such work. Should the Unit Owner fail to perform the work, after an appropriate notice, the Association may perform the work and assess

the cost against the Unit as hereafter provided and as provided by the By-Laws.

c. Responsibility of Unit Owners. The Owner of each Unit shall maintain, repair and replace, at his expense, all portions of his Unit and all internal installations of such Units such as appliances, plumbing, electrical fixtures and other installations located within the bounds of the Unit and not constituting a part of the Common Elements. The obligation to maintain and repair windows and doors of the Unit includes the replacement of glass therein and weather stripping and caulking.

18. WARRANTIES. The roof and its structural components for the building(s) are warranted for a period of two (2) years, to cover the full cost of labor and materials for any repair or replacement. Mechanical, electrical, plumbing and common service elements serving the Condominium Property as a whole, are warranted for a two (2) year period, to cover the cost of labor and materials for any repair or replacement occasioned or necessitated by a defect in material or workmanship. Structural, mechanical, and other elements pertaining to each Unit are warranted for one (1) year to cover the full cost of labor and materials for any repair or replacement occasioned or necessitated by a defect in material or workmanship. The period of the above warranties shall commence on the date the deed is filed for record following the sale of the first Unit to a good faith purchaser

Any appliance installed and furnished as part of a Unit which is expressly or impliedly warranted by the manufacturer is warranted only to the extent of the manufacturer's warranty, which shall be assigned to the Unit Owner by the Declarant.

19. EASEMENTS.

a. Encroachments. In the event that, by reason of construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Elements presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Elements or if by reason of the design or construction of any Unit it shall be necessary or advantageous to use or occupy any portion of the Common Elements consisting of unoccupied space within the building and adjoining his Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving any other Unit either presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for

the use of such adjoining space are hereby established and shall exist for the benefit of each Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful conduct of such Owner.

b. Maintenance Easements. The Owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. The Owner of each Unit shall have the permanent right and easement through the Common Elements for the use of water, sewer, power, television antenna, and other utilities now or hereafter existing and shall have the right to hang pictures, mirrors and the like upon the walls of his Unit.

c. Easements Through Walls and Floors of Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public floors of the Unit, whether or not such walls or floors lie in whole or in part within the Unit boundaries; provided, always, that the Association shall restore such Unit to a condition as good or better than existed prior to the use of said easement.

d. Easements to Run With Land. All easements and rights herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit and be binding on the Declarant, its successors and assigns, any Owner, purchaser, mortgagee and other person having an interest in said land, Unit or any part of portions thereof.

e. Reference to Easement in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in any mortgage or other evidence of ownership or obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered along with the Unit.

20. ASSESSMENTS AND LIENS OF ASSOCIATION.

a. General. Common assessments for the maintenance, repair and insurance of the Common Elements and for the insurance of the Units, together with the payment of the Common Expenses, shall be made in the manner provided herein, and in the manner provided by the By-Laws of the Association

In accordance with Ohio Revised Code Section 5311.18(A) (2), the Association shall credit payments made by a Unit Owner in the following order of Priority;

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

b. Units Not Yet Sold. Declarant shall assume the rights and obligation of a Unit Owner in their capacity as Owners of Condominium Ownership interest not yet sold, including the obligation to pay Common Expenses attaching to such interests, from the date the Declaration is filed for record or as to the units described in any amendment, from the date such amendment is recorded.

c. Lien of Association. The Association shall have a lien upon the estate or interest in any Unit and its percentage of interest in the Common Elements for the payment of the portion of the Common Expenses for the Condominium which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association is filed with the Recorder of Clark County, Ohio, pursuant to authorization given by the Board of Directors of the Association. Such certificate shall contain a description of the Unit, the name or names of the record owner or Owners thereof and the amount of such unpaid portion of the Common Expenses or assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or Order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

In accordance with Ohio Revised Code Section 5311.18(A) (1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

d. Priority of Association's Lien. The lien provided for above shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and lien of a bona fide first mortgage which have been theretofore file for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner or Owners of the Unit affected

shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

e. Non-Liability of a purchaser at Foreclosure Sale. When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage, or as a result of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of such acquirer, his successors and assigns.

f. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit (other than deed in lieu of foreclosure), the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments due the Association for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any interested party shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid assessments and the amount of the current assessment charge against a Unit and the parties interested in the transaction may rely thereon and not be liable for unpaid assessments in excess of the amount set forth in such statement for the period reflected in such statement.

g. Cost of Collection. A Unit Owner, who fails to pay any assessment(s) within ten 10 days after same have become due and payable, is liable for any late charges, as established by the Board, and for any and all costs and expenses incurred by the Association, including reasonable attorneys' fees, recording costs, title reports, and/or court costs, in connection with the collection of said Unit Owner's account, and/or in any action in which the association is named as a party by any mortgagee or other creditor of said Unit Owner.

21. INSURANCE. The Association shall carry fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the building, structure or other improvements now or at any time hereafter constituting a part of the Condominium Property and the cost thereof shall be a Common Expense.

a. Fire and extended Coverage. The Condominium Property shall be insured against fire and other perils covered by a standard extended coverage endorsement in any amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association, but in no event in the amount less than 100% of the replacement value of all of the buildings and structures of the Condominium Property and not to exceed 80% co-insurance provisions in the policy of insurance, with an agreed amount endorsement. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as presently exist and the replacement thereof as are from time to time made.

i. Such Policy of insurance shall be so written as to provide for the issuance of certificates of insurance to mortgagees of individual units and to provide such mortgagees as least ten (10) days notice prior to any cancellation of insurance.

ii. Any mortgagee may, to remedy any lack of insurance, but shall not be required to advance premiums to keep the insurance in effect or to obtain new insurance policies in place thereof, and the amount so advanced shall be a Common Expense due immediately from the Association and a special assessment against all Unit Owners until paid without any necessity of any vote of the Unit Owners or the approval of the Association to establish the special assessment.

iii. The insurance policy shall provide for the release by the insurer thereof of any and all rights of subrogation, assignment or other rights or recovery against any Unit Owner, and, if possible, his family, tenants and all other persons lawfully in possession, for recovery against any one of them for any loss occurring to the Condominium Property from any of the perils insured against by such insurance coverage.

iv. Proceeds of all insurance policies owned by the Association shall be paid to an Insurance Trustee selected by the Association (Such Insurance Trustee shall be a local bank) and shall be held in a separate account and in trust for the purposes of repair or reconstruction as provided herein and for the benefit of the Unit Owners and their mortgagees as their interests may appear.

v. No mortgagees shall have any right to apply the proceeds of insurance to the reduction of any mortgage debts. No Owner may purchase an individual policy of fire and extended coverage insurance for his Unit and

his interest in Common Elements and Facilities as real property. If irrespective of this prohibition, a Unit Owner purchases an individual policy insuring real property, said Owner shall be responsible to the Association for loss or expenses that policy may cause in adjusting the Association's insurance, and such amount of loss shall be a special lien on his Unit as provided by the By-Laws.

b. Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Directors, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants and all other persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Elements, such insurance to afford protection to a limit of not less than \$500,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and the limit of not less than \$1,000,000.00 in respect to any one occurrence and the limit of not less than \$100,000.00 in respect to damage to, or destruction of property arising out of any one accident.

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

ii. It shall be each Unit Owner's responsibility to obtain insurance covering at his own expense upon his Unit for his personal liability for occurrences within his Unit or upon the Limited Common Elements appertaining thereto and also for alternative living expenses in event of fire or other damage or destruction.

c. Association to Act for Unit Owner. Each Unit Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Property, his Unit and his interest in the Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium Property. Without limitation on the generality of the foregoing, the Association, as said, attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premium therefor, to collect proceeds and to distribute the same to the Association, the Unit Owners and prospective mortgagees as their interests may

appear (subject always to this Declaration) to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the Condominium as shall be necessary or convenient in dealing with any insurance purchased by the Association.

22. RECONSTRUCTION OR REPAIR.

a. Sufficient Insurance. In the event of any damage or destruction to the Condominium Property from any cause or peril insured against and the proceeds of any policy or policies shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or construction shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor, unless the Unit Owners as hereafter provided elect not to restore the Condominium Property.

b. Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any part thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners elect not to restore the Condominium Property, such repair, restoration or reconstruction shall be undertaken by the Association.

i. The cost of repair, restoration or reconstruction in excess of the insurance proceeds shall be borne by the Unit Owners in proportion to their respective percentage of interest in the Common Elements. All insured damage to the Condominium Property shall be deemed under-insured in the same proportion.

ii. Should any Unit Owner refuse or fail to pay, after reasonable notice, his share of such cost in excess of the insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessment, if not paid, may be enforced in the same manner as hereinabove provided for the nonpayment of assessments.

iii. Provided, however, in the event of damage or destruction, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore the same. Upon such election, all of the Condominium Property is subject to an action for sale upon partition at the suit of any Unit Owner.

iv. In the event of any such sale by partition or other sale of the Condominium Property by agreement of all of the Unit Owners, after such election not to repair or restore the Property, the net proceeds of the sale, together with the net proceeds of insurance and any other indemnity arising because of such damage or destruction shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner is entitled to receive any proration of his share of such proceeds until all liens and encumbrances of his Unit have been paid, released or discharged.

23. REAL ESTATE TAXES. Each Unit and its percentage of interest in the Common Elements shall be deemed to be a separate parcel for all purposes of taxation and assessments of real property and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments. Such Unit Owner will be solely responsible for his individual Unit tax bills.

24. REHABILITATION. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power determine that the Condominium Property is obsolete in whole or in part and elect to have same renewed and rehabilitated.

25. REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER 5311. The Unit Owners, by their unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311.

26. REMEDIES FOR BREACH OF COVENANTS AND RULES.

a. Abatement and Enjoyment. If any Unit Owner or any occupant of a Unit shall violate any rules or breach any covenant or provision contained in this Declaration or in the By-Laws, the Board of Directors or its representative, shall have the right in addition to any rights provided by law or hereinafter set forth to:

i. Enter into any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the Owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof or hereof, and the Association or its agents shall not thereby be deemed guilty in any manner of trespass; or

ii. To enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach.

b. Involuntary Sale. If any unit Owner, either by his conduct or the conduct of any occupant of his Unit, shall violate any covenant or provisions herein or in the By-Laws contained for any rule adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of ten (10) days written notice, to terminate the rights of such Unit Owner for occupant to continue as a Unit Owner or occupant and to continue to occupy, use or control his Unit and thereupon a legal action may be filed by the Association against such Unit Owner or occupant for a decree of mandatory injunction against said Unit Owner or occupant or, subject to the prior consent in writing of any mortgagee having an interest in the ownership interest of such Unit Owner, which consent shall not be unreasonable withheld by mortgagee, a decree declaring the termination of the right of such Unit Owner or occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or occupant in his ownership interest or interests therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner or occupant from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorney fees and all other expense of the proceeding, and all such items shall be taxed against such Unit Owner or occupant in said decree. Any balance or proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, may be paid to the Unit Owner or occupant. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a conveyance of ownership interest or interests therein and to immediate possession of the Unit so conveyed and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such ownership interest or interests therein subject to this Declaration and shall assume or pay any existing mortgages.

c. Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B) (12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned

check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C) (1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

d. Suspended Rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

e. Cost of Enforcement. The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her unit) violates any Declaration, Bylaws, or rules provision. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner shall pay the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, any charges for damage, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, costs, and expenses will be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article 20(c).

27. MISCELLANEOUS PROVISIONS.

a. Action Without Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all of the members of the Board respectively, which writing or writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any such action which is required to be filed with the recorder of Clark County, Ohio shall recite that the authorization of taking such action was in writing or writings approved and signed as specified in this Article.

b. Retained Interests. Declarant will not retain a property interest in any of the Common Elements after control of the Condominium development is assumed by the Association. The owners of Condominium ownership interest that have been sold by the Declarant will assume control of the Common

Elements and of the Association, as provided in the Declaration and the By-Laws.

c. Deposits and Down Payments. Any deposit or down payment made by a purchaser of a Unit will be held in escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to Declarant. Such deposit or down payment shall not be subject to attachment by creditors of Declarant or purchaser. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser, or added to any forfeiture to Declarant.

d. Copies of Notices to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage on an ownership interest or interests therein shall be given a copy of any and all notices permitted or required by this Declaration or By-Laws to be given to the Unit Owner or Owners whose ownership interest or interests therein is subject to such mortgage.

e. Covenants Running with the Land. Each Unit Owner by the acceptance of a deed of conveyance from Declarant accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this

Declaration were recited and stipulated at length in each and every deed of conveyance.

f. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants and other rights, benefits, provisions and impositions and obligations declared herein to run with the land or any ownership interest or interests therein shall terminate and by of no further force or effect.

g. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

h. Severability. The invalidity of any covenant, restrictions, condition, limitation of any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity and enforceability or effect of the rest of this Declaration.

i. Liability. Neither the Declarant nor any employee, agent, successor or assign of the Declarant shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them or pursuant to this Declaration or in the capacity of the Declarant, Unit Owner, Managing agent or seller of the Condominium Property or any part thereof, whether or not such claim shall be asserted by any Unit Owner, occupant, the Board, the Association, or by the person or entity claiming by or through any of them. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for or arising by reason of the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Board the Association, the managing agent or the respective agents, employees, guests, tenants, invitees and servants or by reason of failure to function or disrepair of any utility services, including without limitation, heat, electricity, gas, water, sewerage and light.

j. Insufficiency of Insurance. In the event the insurance effected by the Association or managing agent on behalf of the Unit Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Elements shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in any amount exceeding his proportionate share thereof based on his percentage of interest in the Common Elements shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the Common Elements. The right to contribution shall not apply to the parts of the Common Elements that are designated as Limited Common Elements.

k. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium development.

28. RESTRICTIONS.

a. Leasing of Unit. No Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of resident Unit Owners, subject to the following:

1. This restriction does not apply to:

(a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or

(b) any Unit Owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Clark County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety days of the recording of this amendment ("Grandfathered Unit"), said Unit Owner(s) can continue to enjoy the privilege of leasing that Unit until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner(s), at which time the Unit will no longer be classified as a Grandfathered Unit.

2. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease his/her Unit to a specified lessee for a one-time period of no more than twenty-four consecutive months. To exercise this right, the Unit Owner cannot be more than thirty days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least ten business days prior to the commencement of the lease. If the Unit Owner is more than thirty days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Boards's prior written consent.

3. In no event can a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period of less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit in whole or in part, is also prohibited.

4 In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than thirty days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the

delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

5. Any land contract for the sale of a Unit must be recorded with the Clark County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within thirty days of such recording. Any land contract not recorded is an impermissible lease.

6. All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When a Unit owner leases his/her Unit, the Unit Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Unit and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

7. In accordance with Ohio law, the Association may initiate eviction proceeding to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any occupant of the Unit, or the Unit Owners of the Unit. The action will be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and mad a lien against that Unit.

8. The Board may adopt and enforce rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of Northwood Lakes as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the A Unit Owner of such Unit is intending or seeking to circumvent the meaning or intent of this Section.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of

this restriction on the leasing of Units. The invalidity of any part of the above provisions does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

b. Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants; names, home and business mailing addresses, home and business telephone numbers and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

c. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association will not however, be liable to any Unit Owner or occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

In Witness Whereof, OBERER DEVELOPMENT CO. the Declarant, has executed this instrument this 1st day of March, 1989.

In the presence of

OBERER DEVELOPMENT CO.

/s/ Margaret S. Stringer

/s/ George R. Oberer
George R. Oberer, Sr.,
President

/s/ Melodee C. Buck

/s/ George R. Oberer Jr.
George R. Oberer, Jr.,
Vice President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing was acknowledged before me, a Notary Public, in and for said county and state, by George R. Oberer, Sr., President and George R. Oberer, Jr., Vice President of OBERER DEVELOPMENT CO. on behalf of said corporation and the same is the free act of said corporation on this 1st day of March, 1989

This instrument prepared by:

/s/ Margaret S. Stringer
Notary Public
Benjamin F. Allbery
Attorney at Law
18 W. First Street
Dayton, Ohio 45402

INDEX OF EXHIBITS TO DECLARATION

- EXHIBIT A Legal description of 2.265 acres being the real estate submitted by the Declaration to the Ohio Condominium Act.
- EXHIBIT B Legal description of 8.241 acres being the First Phase of the Condominium and including the Exhibit A land.
- EXHIBIT C Legal description of the 9.527 acres being th3e Second Phase of the Condominium that may be added to the plan.
- EXHIBIT D Legal description of 0.932 Acres which contains existing Units that have not been submitted.
- EXHIBIT E Percentage of Interest in the Common Elements and Facilities.
- EXHIBIT F By-Laws of Northwood Lakes Condominium Association
- EXHIBIT G Articles of Incorporation for Northwood Lakes Condominium Association
- EXHIBIT F Drawings

TWENTY-EIGHTH AMENDMENT TO THE DECLARATION OF NORTHWOOD LAKES CONDOMINIUM

EXHIBIT "E"

The following are the percentages of interest of the units submitted to date in the Common Elements:

<u>Unit No.</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Percentage</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Percentage</u>
1900	Essex (B)	47	1.10%	1951	Wakefield (A)	53	1.24%
1902	Wakefield (A)	53	1.24%	1952	Wakefield (A)	53	1.24%
1904	Essex (B)	47	1.10%	1953	Wakefield (A)	53	1.24%
1906	Wakefield (A)	53	1.24%	1954	Wakefield (A)	53	1.24%
1908	Wakefield (A)	53	1.24%	1955	Wakefield (A)	53	1.24%
1909	Wakefield (A)	53	1.24%	1956	Wakefield (A)	53	1.24%
1910	Essex (B)	47	1.10%	1958	Wakefield (A)	53	1.24%
1911	Wakefield (A)	53	1.24%	1960	Wakefield (A)	53	1.24%
1912	Wakefield (A)	53	1.24%	1962	Wakefield (A)	53	1.24%
1914	Essex (B)	47	1.10%	1964	Wakefield (A)	53	1.24%
1915	Wakefield (A)	53	1.24%	1966	Wakefield (A)	53	1.24%
1916	Essex (B)	47	1.10%	1968	Wakefield (A)	53	1.24%
1917	Wakefield (A)	53	1.24%	1970	Wakefield (A)	53	1.24%
1918	Wakefield (A)	53	1.24%	3100	Wakefield (A)	53	1.24%
1920	Essex (B)	47	1.10%	3102	Wakefield (A)	53	1.24%
1922	Wakefield (A)	53	1.24%	3104	Crofton (C)	46	1.07%
1923	Wakefield (A)	53	1.24%	3105	Wakefield (A)	53	1.24%
1924	Wakefield (A)	53	1.24%	3106	Wakefield (A)	53	1.24%
1925	Essex (B)	47	1.10%	3107	Wakefield (A)	53	1.24%
1926	Wakefield (A)	53	1.24%	3108	Wakefield (A)	53	1.24%
1928	Wakefield (A)	53	1.24%	3109	Wakefield (A)	53	1.24%
1929	Wakefield (A)	53	1.24%	3110	Wakefield (A)	53	1.24%
1930	Wakefield (A)	53	1.24%	3111	Wakefield (A)	53	1.24%
1931	Wakefield (A)	53	1.24%	3112	Essex (B)	47	1.10%
1932	Wakefield (A)	53	1.24%	3113	Wakefield (A)	53	1.24%
1933	Wakefield (A)	53	1.24%	3114	Essex (B)	47	1.10%
1934	Wakefield (A)	53	1.24%	3115	Wakefield (A)	53	1.24%
1935	Wakefield (A)	53	1.24%	3117	Wakefield (A)	53	1.24%
1936	Wakefield (A)	53	1.24%	3118	Wakefield (A)	53	1.24%
1938	Wakefield (A)	53	1.24%	3119	Wakefield (A)	53	1.24%
1940	Wakefield (A)	53	1.24%	3120	Wakefield (A)	53	1.24%
1941	Wakefield (A)	53	1.24%	3122	Wakefield (A)	53	1.24%
1942	Wakefield (A)	53	1.24%	3124	Wakefield (A)	53	1.24%
1943	Wakefield (A)	53	1.24%	3125	Wakefield (A)	53	1.24%
1944	Wakefield (A)	53	1.24%	3126	Wakefield (A)	53	1.24%
1945	Wakefield (A)	53	1.24%	3127	Wakefield (A)	53	1.24%
1946	Wakefield (A)	53	1.24%	3128	Wakefield (A)	53	1.24%
1947	Wakefield (A)	53	1.24%	3129	Wakefield (A)	53	1.24%
1948	Wakefield (A)	53	1.24%	3130	Wakefield (A)	53	1.24%
1949	Wakefield (A)	53	1.24%	3131	Wakefield (A)	53	1.24%
1950	Wakefield (A)	53	1.24%	3132	Wakefield (A)	53	1.24%