

DISCLOSURE STATEMENT

NORTHWOOD LAKES CONDOMINIUM

The following information is provided to prospective purchasers of a condominium unit in Northwood Lakes Condominium and for the purpose of summarizing the features and developments of the Condominium Property and to comply with the provisions of Chapter 5311 of the Ohio Revised Code,

1. **DEVELOPER.** The developer of Northwood Lakes Condominium and the Declarant in the Declaration of Condominium Ownership is **OBERER DEVELOPMENT CO.**, an Ohio corporation, 4324 Webster Street, Dayton, Ohio 45414 (telephone (513)278-0851). The officer in charge of the development is George R. Oberer, Jr., Vice President of the Declarant,

2. **LOCATION.** The Condominium development is located on Middle Urbana Road, Springfield, Clark County, Ohio. The real estate will be developed in stages; the first land to be developed is the area platted as Northwood Lakes Condominium, Section One, a subdivision of 8,8203 acres. The remaining acreage owned by the Declarant (some 10 acres) will be platted as Northwood Lakes Condominium, Section Two. The platting process will lay out private roads to provide access to the Condominium Units* The real estate of the Condominium will be owned by the Owners as tenants in common, Each Unit Owner is entitled to the **exclusive ownership** and possession of his Unit and to ownership of an undivided interest in the **Common Areas and Facilities** in the percentage that "is expressed in the Declaration.

3. **CONSTRUCTION.** When the Condominium Property is fully developed, there will be **Forty-Two (42)** residential buildings constructed. The residential buildings are two-family buildings so that there is a total of **Eighty-Two (82)** units. This is an expandable or incremental development in that the Declarant will construct the initial building(s) provided by the Declaration and will add additional buildings as they are constructed by amendments to the Declaration for that purpose. The Declaration provides a time limitation of **seven (7)** years to complete the development and the Declarant has planned for the development to be completed within **three (3)** years.

4. **OWNERSHIP INTEREST.** An Owner of a Unit in Northwood Lakes Condominium will own, what in legal terms, is referred to as a fee simple estate in the Unit, together with an appurtenant undivided interest in the **Common Areas and Facilities**. As more particularly described in the Declaration, a Unit is the interior living area of the dwelling that the Owner purchases. This dwelling unit is one-half of the two-family residential buildings that will be constructed on the Condominium Property. The term "**Common Areas and Facilities**" is all of the Condominium Property that is not a Unit. This includes all of the real estate and the exterior of the buildings and facilities that are constructed. The term "**Limited Common Areas and Facilities**" are part of the **Common Areas and Facilities** for the purpose of limiting the use of parts of the **Common Areas and Facilities** to certain Unit Owners, such as patio areas adjoining the Unit, **driveways** and other areas that are intended for specific rather than a general use to Owners.

5. **USE.** Basically a Unit Owner will have the exclusive use of his Unit with the right of the Owner to generally do as he desires to the Unit. The **Limited Common Areas** are restricted as to uses so that the Unit to which it

appertains has the right to exercise rights and control thereover to the exclusion of others. The Common Area, which includes the exterior of the Unit is to be maintained by the Association, who also will control what and how repairs and upkeep will be done,

6. **STATUS OF DEVELOPMENT.** This Condominium Development is a new development and buildings will be built as the same are scheduled and in accordance with contracts for the purchase of individual Units. The expandable concept has been adopted to permit the sale of Units as they are built rather than a purchaser being required to wait until the entire development is completed* There are Forty-Two (42) two-family buildings contemplated, which will be Eighty-Two (82) Units. The buildings will be added as there are sales therefore or to justify the construction with the completion contemplated fo-r the entire project over some three years.

7. **FINANCING.** The Declarant does not offer any financing by or through the Declarant to purchase the Condominium- Units. A purchaser may obtain financing from a lending source of his own choosing that makes such type of loans* The Declarant or the sales agents will provide such assistance as they can in helping a purchaser obtain any needed financing and the terms and conditions that a purchaser may expect. All such information provided is only to assist a purchaser in obtaining financing and it is understood that there is no representation or assurances given to a purchaser that he will qualify for a loan or that any particular lender will make the purchaser a loan.

8. **WARRANTIES.** The roof and the structural components for a building are warranted for a period of two (2) years, to cover the full cost of labor and materials for any repair or replacement. If there are mechanical, electrical, plumbing or common service elements that serve the building, as a whole as opposed to a Unit, they are likewise 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 warranties shall commence upon the sale of a Unit in each building. Any warranty for an appliance installed or furnished as part of a Unit which is expressly or impliedly warranted by the manufacturer will be assigned to a Unit Owner and the Declarant's warranty is limited to the installation of the appliance, All warranties that are made to the Declarant that exceed the time periods above provided will be assigned to the purchaser.

9. **PROJECTED EXPENSE (Common Area)** There are two types of Units to be constructed in the Condominium, a three bedroom (Type A) and a two bedroom (Type B) as identified in the Declaration. The Type A Unit is assigned a par value of 53 and the Type 3 a par value of 47 and these Units will share the Common Expense in the percentage that these Units bear to the total expenses.

The Common Expenses assigned initially to these Units are:

Unit Type	Monthly	Annually
A	\$53.00	\$636.00
B	\$47.00	\$564.00

The common expenses will be adjusted to the actual costs as are determined from time to time in the operation of the Condominium Property, In arriving at the estimates because of the new construction it is assumed that there will be little or no maintenance requirements for the exterior of the buildings or for the private roads. The other items covered by the assessments are the insurance costs for the buildings, to provide lawn care and maintenance and snow removal for the private roads. The amounts collected will also create a reserve fund for long term projections for maintenance repair,

It is estimated that the Common Expenses will not increase more than Five Percent (5%) during the second year of operation. As Units are added the costs will increase but at less than a multiplier of the number of buildings added.

10. **REAL ESTATE TAXES.** Each Unit of the Condominium Property and the percentage of interest in the Common Areas and Facilities appurtenant to it shall be a separate parcel for all purposes of taxation- and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments. None of the Units at present have an assessed valuation. It is estimated that real estate taxes for a Unit when fully completed and assessed will be \$734.00 per year for a Type A Unit and \$719.00 for a Type B Unit.

11. **UTILITY**, The monthly expenses for utilities, i.e. electric, heating, air conditioning, water and sewer, is estimated to be \$120.00 for a Type A Unit and \$100.00 for a Type 8 Unit. This amount assumes a level billing by the utility company(s) * There will be reasonable fluctuations because of weather conditions and the life style and size of the family owning a Unit will affect the actual cost.

12. **COMMON EXPENSE.** These are the amounts that a Unit Owner will pay to the Association to pay the actual expenses and as outlined in the Projected Expenses above. The monthly amount that is initially established is \$53.00 per month for the Type A Unit and \$47.00 per month for the Type 3 Unit. The amount will be adjusted as may be necessary to the actual Common Expenses incurred for the Condominium Property, The Assessments paid by a Unit Owner includes insurance on the Unit for fire and extended coverage and liability insurance on the Common Area, It does not include real estate taxes that will be billed to each Unit Owner or utilities that likewise will be billed to each Unit Owner.

13. **OTHER COSTS (Future).** The street system is private so at some point in time there will be maintenance and repair expenses related thereto. There are areas for storm water detention that will be part of the development and there will be some future expenses for maintenance related thereto. All of the above will be a part of the Common Areas and Facilities which are owned in common by the Unit Owners.

14. **MANAGEMENT.** The Condominium Property will be administered by Northwood Lakes Condominium Association, a non-profit corporation organized under the laws of Ohio. This Association owns no part of the Condominium Property and its function is to administer the Common Areas and Facilities of the Condominium Property, to collect and pay the Common Expenses for the Condominium Property and to carry out the duties assigned it by the Declaration, the By-Laws and as provided by the Ohio Condominium Act and Ohio statutes relating to non-profit corporations. This Association will be in existence at the time of the recording of the Declaration of Condominium Ownership. Every Owner of a Unit will be a member of this Association.

the provisions of the Declaration and By-Laws for the Condominium Property, the Declarant will act for and on behalf of the Association. The Declarant shall have the right to appoint and remove the Trustees and Officers of the Association and to exercise the powers and responsibilities otherwise assigned in the By-Laws or the Declaration to the Association, the Trustees or Officers from the date of the establishment until the earlier of five (5) years or thirty (30) days after the sale and conveyance of seventy-five percent (75%) of the total Units of the Condominium as expanded.

15. VOTING RIGHTS. There shall be one CD vote for each Unit comprising the Condominium. The vote will be exercised by the Owners of the Unit as they determine. Voting rights are not related to the percentage of interest of the Unit in the Common Areas and Facilities of the Condominium,

16. PERCENTAGE OF INTEREST. The Ownership in the Common Areas and Facilities is related to the Par Value assigned to each type of Unit, Type A Unit is assigned a Par Value of 53 and a Type B Unit a Par Value of 47. This value is assigned considering the size of these Units, - As the same type of Units are added they will be assigned the Par Value. The Par Values will be converted into a percentage of interest for each Unit and the percentage of interest will change for each Unit as additional Units are added. while the percentage of interest will decrease as Units are added the area of the Common Areas and Facilities will increase to include the Common Areas and Facilities both existing and as added to the Condominium Property.

17. RESPONSIBILITY OF ASSOCIATION. Except as otherwise provided in the Declaration or in the By-Laws, - the management, maintenance, repair and replacement of the Common Areas and Facilities shall be the responsibility of the Association. 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 parts of the Common Areas and Facilities at any time except as the Association deems necessary for the benefit of the Condominium Property and to preserve the value thereof. Under the terms of the Declaration, the Association is assigned general control and authority over the Common Areas and Facilities and generally a Unit Owner must obtain the consent of the Association before making any changes to the Common Areas and Facilities and Limited Common Areas and Facilities even though they are attached to his Unit or under his control and use. The Association may delegate all or any part of its authority under a management contract or to one or more independent contractors.

18. MANAGEMENT CONTRACT. The Declarant has not executed a management contract and does not plan to do so. The Declarant will recommend to the Association that it employ a management company at a point in time where the responsibilities merit such consideration and that there are sufficient members to justify such expense.

19. RESPONSIBILITY OF UNIT OWNER. The responsibilities of each Unit Owner are as follows:

(a) To perform or have performed such work as is necessary to maintain, repair and replace, at his expense, all portions of his Unit and all internal installations of such Unit such as appliances, plumbing and electrical fixtures and other installations within the bounds of the Unit and not constituting a part of the Common Areas and Facilities* This shall include the repair and replacement of windows and doors including the glass therein,

(b) To perform or have performed such work as is necessary to maintain, repair and replace, at his expense, the portions of the Limited Common Areas and Facilities designated for his uses and not the responsibility of the Association.

(c) To perform his responsibilities in such manner so as not to unreasonably disturb other persons in the Building,

(d) Not to paint or otherwise finish or decorate or change the appearance of any portion of the Building not within the bounds of his Unit, without the prior written consent of the Association.

(e) To report promptly to the Association any defect or need for repairs of which he has knowledge and being the responsibility of the Association to correct or repair.

(f) Not to make any alterations or additions to the Common Areas and Facilities without the written consent of the Association.

20. **RIGHTS.** Made a part hereof is attachment 1 that discloses statutory rights of a purchaser under the Ohio Condominium Law.

21. **AMENDMENT OF THE DECLARATION AND BY-LAWS.** The Declaration, By-Laws and other condominium instruments are binding legal documents and as such, certain formalities must be followed* These instruments may be altered or amended by the Unit Owners Association upon the filing for record with the Recorder of Clark County 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 the Declaration 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 having a bona fide lien of record against any Unit. The Declarant has reserved the right in the Declaration to expand the Condominium Property and the amendments for that purpose will be sufficient when executed by the Declarant and shall not require the consent of the Unit Owners or mortgagees.

22. **RESERVE FOR CONTINGENCIES AND REPLACEMENT S.** The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any owner's assessment, the same shall be assessed to the owners according to each owner's percentage of ownership in the Common Areas. The Association shall serve notice of such further assessment on all owners by a statement in writing, giving the amount and reasons therefor, and such further assessments shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

The Declarant presently estimates that \$500.00 per Unit should provide an adequate reserve for replacement and is part of the Common Assessments.

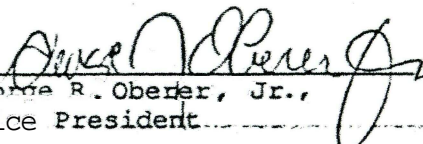
23. **DEPOSITS AND DOWN PAYMENTS.** Any deposit or down payment made by a purchaser of a Unit will be held in escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to Declarant,

Such deposit or down payment shall not be subject to attachment by creditors of Declarant or a 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 at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to Declarant.

24. * **ALIENABILITY**. The condominium ownership interest is freely alienable, subject to the limitation that the Common Areas and Facilities shall be owned by the Unit Owners as tenants in common and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintained, except in the event of damage to or destruction of all or any part of the Common Areas and Facilities. The fee simple interest in the Unit is not severable from the appurtenant undivided interest in the Common Areas and Facilities.

25, **PENDING LITIGATION**. As of the date January 1, 1992, there is no litigation concerning the condominium development,

OBERER DEVELOPMENT CO.

By 
George R. Oberer, Jr.,
Vice President

I hereby acknowledge receipt of this Disclosure Statement this ____ day
of _____ 1992.
