

# NORTHWOOD LAKES CONDOMINIUM

8904059 MID

## DECLARATION OF CONDOMINIUM OWNERSHIP

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

Date: COUNTY AUDITOR

By Jerry E. Shuttleworth  
LKD

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1989 MAR -2 AM 10:44

NANCY PENCE, RECORDER  
CLARK COUNTY OHIO fee \$150.00 JW.

This instrument prepared by: Benjamin F. Allbery  
Attorney at Law  
18 W. First Street  
Dayton, Ohio 45402

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For first Amendment See Vol. 21 Pg 430 Misc. Records 8-21-89 JH

Second Amendment See Vol. 21, Pg 596 Misc. Records 11-14-89 72  
Nancy Pence, Clark county Recorder 9.7.

For third Amendment See Vol. 21, Pg 659 Misc. Records 12-12-89  
Nancy Pence, Clark county Recorder 8.2.

For fourth Amendment See Vol. 21, Pg 751 Misc. Records 2-2-90 JH  
Nancy Pence, Clark county Recorder

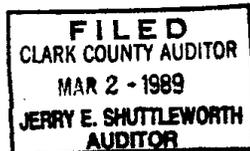
For fifth Amendment See Vol. 21, Pg 874 Misc. Records 4-25-90 MJA  
Nancy Pence, Clark county Recorder

For sixth Amendment See Vol. 22, Pg 216, Misc. Records Sept. 19, 1990  
Nancy Pence, Clark County Recorder 1708

For seventh Amendment See Vol. 22, Pg 335, Misc. Records 11-1-90  
Nancy Pence, Clark County Recorder MJA

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For Eight See Vol 22, Pg 496, Misc Records 2-11-91 *MDK*  
*Amendment*  
 Nancy Pence, Clark County Recorder

For Seventh See Vol 23, Pg 430 Misc Records 4-28-92 *JK*  
*Amendment*  
 Nancy Pence, Clark County Recorder

For Eleventh See Vol 23, Pg 579 Misc. Records 6-30-92 *JK*  
*Amendment*  
 Nancy Pence, Clark County Recorder

For Twelfth See Vol 23, Pg 719 Misc Records 8-18-92 *JK*  
 Nancy Pence, Clark County Recorder

For Fourteenth See Book 40, Pg 764 Official Records 7-16-93 *JK*  
*Amendment*  
 Nancy Pence, Clark County Recorder

For Fifteenth See Book 63, Pg 661 Official Records 10-13-93 *JK*  
*Amendment*  
 Nancy Pence, Clark County Recorder

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 this 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 Trustees" or "Board" shall refer to the Board of Trustees of the Association.

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For <sup>Hand</sup> ~~Amend~~ See Book 84 Pg. 457 Official Records 12-28-93

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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.

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e. "Common Surplus" for any period of time means the amount by which the total income, rents, receipts and revenues from the Common Areas and Facilities 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 Areas and Facilities.

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 Areas and Facilities 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

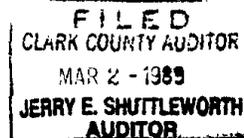
amendments to this Declaration for that purpose. The 0.932 acres described as Exhibit D and being a part of the land described in Exhibit B is not submitted by this Declaration and will be added in part or in full by an amendment to the Declaration. There is presently completed thereon three (3) Buildings 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 garages on a poured concrete footer and block foundation wall, concrete slab, frame exterior walls with brick veneer and horizontal wood siding covering, wood truss scissor trusses with fiberglass shingles over felt and plywood; skylight over the great room, aluminium 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 Area and Facilities 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 walls, 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.

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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 on 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.

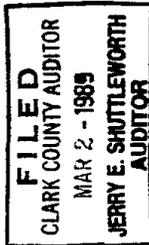
c. Exclusive Use. The Owners of a Unit shall have the right of exclusive possession, use and enjoyment of the surfaces of all of its perimeter walls, fixtures and other parts of the building within the boundary of their respective Unit, including the right to paint, tile, wax, paper or otherwise finish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

8. COMMON AREA AND FACILITIES. The entire land and improvements thereon not included within a Unit shall be Common Areas and Facilities, 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 Areas and Facilities 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 Areas and Facilities.

9. LIMITED COMMON AREAS AND FACILITIES.

a. Specific Uses. The following are included in the Common Areas and Facilities and appurtenant or adjacent to a building and are deemed Limited Common Areas and Facilities 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 area 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 Areas and Facilities for the exclusive use of the Unit served thereby.

10. ASSUMPTION OF CONTROL BY UNIT OWNERS. The Unit Owners will assume control fo the Common Areas and Facilities 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) is for a total of Twenty-One (21) buildings or Forty-Two (42) Units.

(b) The land describe 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.

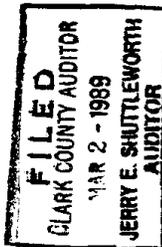
(d) There are no limitations of the option of the Declarant to add all or part of the additional property to the Condominium and they may be added at separate times.

(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 Areas and Facilities 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 Units has a par value of 47.

(b) As additional Units are added the percentage of interest in the Common Areas and Facilities and in the profits, losses and Common Expense will be re-computed to include all of the Units there under 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 Trustees. The Board of Trustees 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 Area and Facilities and in the Limited Common Areas and Facilities are not applicable to the voting rights of the Unit Owners or to determine a quorum for meetings 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 Trustees and remove members 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 Trustees 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 Areas and Facilities to purchasers in good faith for value.

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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. Benjamin F. Allbery, 18 West First Street, Dayton, Ohio 45402 is the person to receive service of process for the Unit Owners Association. After the organization of the Association, the President thereof shall be substituted as such agent.

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 be added by the amendment.

b. Effect of Amendment. No amendment shall have any effect, however, upon a bona fide first mortgagee 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 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,

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and/or the 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 Areas and Facilities shall be the responsibility of the Association, including such Common Areas and Facilities 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 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.

b. Limited Common Areas and Facilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Limited Common Areas and Facilities which ar 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.

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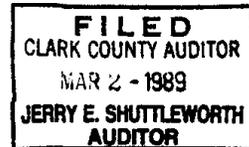
v. The cost of maintenance, repair and replacement of the Limited Common Areas and Facilities not specifically delegated to a Unit Owner shall be the responsibility of the Association;

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 Areas and Facilities. 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.



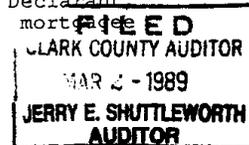
19. EASEMENTS.

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 Areas and Facilities 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 Areas and Facilities 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 Areas and Facilities 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 Areas and Facilities, 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 Areas and Facilities 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 Areas and Facilities 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, mortgagor,



and other person having an interest in said land, Unit or any part of portion 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 Areas and Facilities 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.

b. Units Not Yet Sold. Declarant shall assume the rights and obligations 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 Areas and Facilities 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 Trustees 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.

d. Priority of Association's Lien. The lien provided for above shall take priority over any lien or encumbrance

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subsequently arising or created, except liens for real estate taxes and assessments and lien of a bona fide first mortgage which have been theretofore filed 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 Purchaser at Foreclosure Sale.

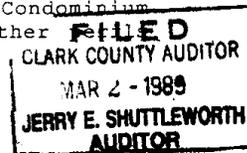
When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage, or as a result of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common 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 Trustees 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.

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



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 Trustees 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.

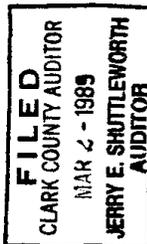
i. Such policy of insurance shall be so written as to provide for the issuance of certificates of insurance to mortgagees of individual units and to provide such mortgagees at least ten (10) days notice prior to any cancellation of insurance.

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 of 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.

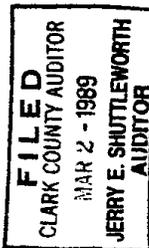
iv. Proceeds of all insurance policies owned by the Association shall be paid to an Insurance Trustee selected by the Association (such Insurance Trustee shall be a local bank) and shall be held in a separate account and in trust for the purposes of repair or reconstruction as provided herein and for 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 Areas 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 Trustees, 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 Areas and Facilities, 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 to the limit of not less than \$1,000,000.00 in respect to any one occurrence and to 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 Areas and Facilities 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 Areas 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 Areas and Facilities 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 premiums 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.

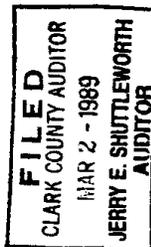
a. Sufficient Insurance. In the event of any damage or destruction to the Condominium Property from any cause or peril insured against and the proceeds of any policy or policies shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or construction 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 Areas and Facilities. 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 a 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 Areas and Facilities. 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 areas and Facilities 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 Trustees 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

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CLARK COUNTY AUDITOR  
MAR 2 - 1989  
JERRY E. SHUTTLEWORTH  
AUDITOR

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 unreasonably 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 of 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.

27. MISCELLANEOUS PROVISIONS.

a. Action Without Meeting. Any action which may be authorized or taken at a meeting of the Board of Trustees

**FILED**  
**CLARK COUNTY AUDITOR**  
 MAR 2 - 1969  
**JERRY E. SHUTTLEWORTH**  
**AUDITOR**

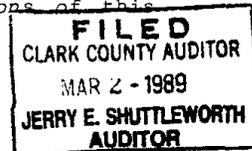
be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all of the members of the Board respectively, which writing or writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization 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 Areas and Facilities 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 Areas and Facilities 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 interest therein shall terminate and be 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 Areas and Facilities 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

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**CLARK COUNTY AUDITOR**  
 JUN - 1989  
**EDDY E. SHUTTLEWORTH**  
**AUDITOR**

deficiency in any amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the Common Areas and Facilities. The right to contribution shall not apply to the parts of the Common Areas and Facilities that are designated as Limited Common Areas.

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.

IN WITNESS WHEREOF, Oberer Development Co. has executed this instrument this 1st day of March, 1989.

In the presence of:

OBERER DEVELOPMENT CO.

Margaret S. Stringer By George R. Oberer  
George R. Oberer, Sr.  
President

Melodie L. Buck BY 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.

Margaret S. Stringer  
Notary Public MARGARET S. STRINGER, Notary Public  
In and for the State of Ohio  
My Commission Expires JAN. 2, 1991

This instrument prepared by: Benjamin F. Allbery  
Attorney at Law  
18 W. First Street  
Dayton, Ohio 45402

**FILED**  
**CLARK COUNTY AUDITOR**  
MAR 2 - 1989  
**JERRY E. SHUTTLEWORTH**  
**AUDITOR**

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 9.527 acres being the 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 Areas and Facilities.
- EXHIBIT F      By-Laws of Northwood Lakes Condominium Association
- EXHIBIT G      Articles of Incorporation for Northwood Lakes Condominium Association
- EXHIBIT H      Drawings
  - (i)      Condominium Record Plan
  - (ii)     Units 1912 and 1914 Unit drawing and elevation drawing
  - (iii)    Units 1915 and 1917 Unit drawings and elevation drawings
  - (iv)    Units 1916 and 1918 Unit drawings and elevation drawings
  - (v)    Units 1920 and 1922 Unit drawings and elevation drawings
  - (vi)    Units 1923 and 1925 Unit drawings and elevation drawings

**FILED**  
 CLARK COUNTY AUDITOR  
 MAR 2 - 1989  
 JERRY E. SHUTTLEWORTH  
 AUDITOR

## HOPPES ENGINEERING CO.

CIVIL ENGINEERING, SURVEYING, PLATTING

1533 MOOREFIELD ROAD  
SPRINGFIELD, OHIO 45503  
(513) 399-1532Oberer Development Co.  
2.265 Acres  
Pt. SW 1/4 20-5-10  
January 28, 1989

622

Situate in the State of Ohio, County of Clark, and within the corporate limits of the City of Springfield, and being part of the southwest quarter of Section 20, Town 5, Range 10, Between the Miami Rivers Survey, and being described as follows:

Commence at an iron pipe (found) at the south quarter-corner of Section 20, Town 5, Range 10, BMRS, the same being the intersection of the centerline of Middle Urbana Road with the centerline of Villa Road; thence measure with the east line of said southwest quarter and with the centerline of Middle Urbana Road, North 4 degrees 35 minutes 04 seconds East, 584.66 feet; thence measure, North 86 degrees 27 minutes 24 seconds West, 40.01 feet to the TRUE POINT OF BEGINNING herein;

thence with the south line of a 24' driveway, North 86 degrees 27 minutes 24 seconds West, 298.00 feet;

thence, South 3 degrees 32 minutes 36 seconds West, 20.00 feet;

thence, South 48 degrees 32 minutes 36 seconds West, 38.00 feet;

thence, South 12 degrees 46 minutes 50 seconds West, 71.05 feet to the north line of premises described in deed to Eaglewood Villa Ltd. recorded volume 803 page 795 of the deed records of Clark County, Ohio;

thence, North 86 degrees 27 minutes 24 seconds West, 33.00 feet to a 5/8" re-bar with plastic cap (found) at an angle on the north line of said premises;

thence continuing with the north line of said premises, North 59 degrees 23 minutes 20 seconds West, 175.50 feet to a 5/8" re-bar with plastic cap (found);

thence continuing with the north line of said premises, North 85 degrees 13 minutes 33 seconds West, 98.00 feet to a 5/8" re-bar with plastic cap (found) at the northwest corner thereof;

thence with part of the east line of premises described in deed to Northwood Hills Country Club, Inc. recorded volume 486 page 109 of the deed records of Clark County, Ohio, North 4 degrees 46 minutes 27 seconds East, 213.00 feet;

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CLARK COUNTY AUDITOR
MAR 2 - 1989
JERRY E. SHUTTLEWORTH
AUDITOR

Oberer Development Co.  
2.265 Acres  
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thence, South 85 degrees 13 minutes 33 seconds East, 71.00 feet;  
 thence, North 51 degrees 41 minutes 59 seconds East, 36.97 feet;  
 thence, South 85 degrees 13 minutes 33 seconds East, 13.00 feet;  
 thence with the west line of a 24' driveway, North 4 degrees 46 minutes 27 seconds East, 71.00 feet;  
 thence, South 85 degrees 13 minutes 33 seconds East, 125.00 feet;  
 thence, South 27 degrees 32 minutes 07 seconds East, 140.20 feet;  
 thence, South 3 degrees 32 minutes 36 seconds West, 125.00 feet;  
 thence with the north line of a 24' driveway, South 86 degrees 27 minutes 24 seconds East, 309.00 feet to the westerly right-of-way line (proposed) of Middle Urbana Road;  
 thence parallel with and 40 feet distant from the centerline of Middle Urbana Road, South 4 degrees 35 minutes 04 seconds West, 24.00 feet to the point of beginning and containing 2.265 Acres, subject, however, to all rights-of-way, easements, and restrictions of record;

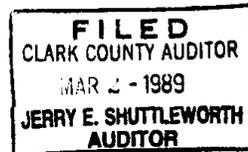
Being part of the premises described in deed to Oberer Development Company recorded volume 825 page 421 of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated January 28, 1989 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 4 degrees 35 minutes 04 seconds East on the centerline of Middle Urbana Road.

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*Terry A. Hoppes*  
 Terry A. Hoppes  
 PS No. 6352.



## HOPPES ENGINEERING CO.

CIVIL ENGINEERING. SURVEYING. PLATTING

1533 MOOREFIELD ROAD  
SPRINGFIELD, OHIO 45503  
(513) 399-1532Oberer Development Co.  
8.241 Acres  
Pt. SW 1/4 20-5-10  
January 28, 1989

622

Situate in the State of Ohio, County of Clark, and within the corporate limits of the City of Springfield, and being part of the southwest quarter of Section 20, Town 5, Range 10, Between the Miami Rivers Survey, and being described as follows:

Commence at an iron pipe (found) at the south quarter-corner of Section 20, Town 5, Range 10, BMRS, the same being the intersection of the centerline of Middle Urbana Road with the centerline of Villa Road; thence measure with the east line of said southwest quarter and with the centerline of Middle Urbana Road, North 4 degrees 35 minutes 04 seconds East, 429.00 feet to a railroad spike (found); thence measure North 85 degrees 24 minutes 56 seconds West, 40.00 feet to the TRUE POINT OF BEGINNING herein;

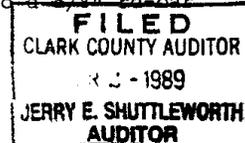
thence with the north line of premises described in deed to Eaglewood Villa Ltd. recorded volume 803 page 795 of the deed records of Clark County, Ohio, North 85 degrees 24 minutes 56 seconds West, 14.00 feet to a 5/8" re-bar with plastic cap (found);

thence continuing with the north line of said premises and along a curve to the right having a radius of 115.00 feet and a central angle of 23 degrees 44 minutes 33 seconds, an arc distance of 47.65 feet to a 5/8" re-bar with plastic cap (found) at a point of reverse curvature;

thence continuing with the north line of said premises and along a curve to the left having a radius of 294.00 feet and a central angle of 24 degrees 47 minutes 01 seconds, an arc distance of 127.17 feet to a 5/8" re-bar with plastic cap (found) at a point of tangency;

thence continuing with the north line of said premises, North 86 degrees 27 minutes 24 seconds West, 183.10 feet to a 5/8" re-bar with plastic cap (found) at an angle on the north line of said premises;

thence continuing with the north line of said premises, North 59 degrees 23 minutes 20 seconds West, 175.50 feet to a 5/8" re-bar with plastic cap (found);



Oberer Development Co.  
8.241 Acres  
Pt. SW 1/4 20-5-10  
January 28, 1989

622

thence continuing with the north line of said premises, North 85 degrees 13 minutes 33 seconds West, 98.00 feet to a 5/8" re-bar with plastic cap (found) at the northwest corner thereof;

thence with part of the east line of premises described in deed to Northwood Hills Country Club, Inc. recorded volume 486 page 109 of the deed records of Clark County, Ohio, North 4 degrees 46 minutes 27 seconds East, 515.05 feet to a 5/8" re-bar with plastic cap (found);

thence, South 86 degrees 03 minutes 20 seconds East, 621.12 feet;

thence parallel with and 40' distant from the centerline of Middle Urbana Road, South 4 degrees 35 minutes 04 seconds West, 630.55 feet to the point of beginning and containing 8.241 Acres subject, however, to all rights-of-way, easements and restrictions of record;

Being part of the premises described in deed to Oberer Development Company recorded volume 825 page 421 of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated January 28, 1989 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 4 degrees 35 minutes 04 seconds East on the centerline of Middle Urbana Road.

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CLARK COUNTY AUDITOR  
MAR 2 - 1989  
JERRY E. SHUTTLEWORTH  
AUDITOR

  
Terry A. Hoppes  
PS No. 6352.



Oberer Development Co.  
9.527 Acres  
Pt. SW 1/4 20-5-10  
January 28, 1989

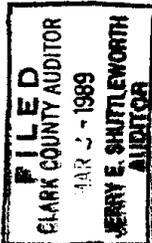
622

Situate in the State of Ohio, County of Clark, and within the corporate limits of the City of Springfield, and being part of the southwest quarter of Section 20, Town 5, Range 10, Between the Miami Rivers Survey, and being described as follows:

Commence at an iron pipe (found) at the south quarter-corner of Section 20, Town 5, Range 10, BMRS, the same being the intersection of the centerline of Middle Urbana Road with the centerline of Villa Road; thence measure with the east line of said southwest quarter and with the centerline of Middle Urbana Road, North 4 degrees 35 minutes 04 seconds East, 1060.00 feet to a railroad spike (found); thence measure, North 86 degrees 03 minutes 20 seconds West, 40.00 feet to the TRUE POINT OF BEGINNING herein;

thence, North 86 degrees 03 minutes 18 seconds West, 621.12 feet to a 5/8" re-bar with plastic cap (found) on the east line of premises described in deed to Northwood Hills Country Club, Inc. recorded volume 486 page 109 of the deed records of Clark County, Ohio;

thence with part of the east line of said premises, North 4 degrees 46 minutes 27 seconds East, 584.28 feet to a 5/8" re-bar (found) at an angle on said east line;



thence with a southerly line of said premises, North 68 degrees 26 minutes 10 seconds East, 410.72 feet to a 5/8" re-bar with plastic cap (found) on the west line of a 1.0 Acre tract described in deed to David W. Pickett and Shelley L. Pickett recorded volume 798, page 901 of the deed records of Clark County, Ohio;

thence with part of the west line of said 1.0 Acre tract, South 4 degrees 30 minute 30 seconds West, 98.00 feet to an iron pipe (found) at the southwest corner thereof;

thence with part of the south line of said 1.0 Acre tract, South 86 degrees 37 minutes 36 seconds East, 250.39 feet;

thence parallel with and 40 feet distant from the centerline of Middle Urbana Road, South 4 degrees 35 minutes 04 seconds West, 665.64 feet to the point of beginning and containing 9.527 Acres, subject, however, to all rights-of-way, easements, and restriction of record;

Being part of the premises described in deed to Oberer Development Company recorded volume 825 page 421 of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated January 28, 1989 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 4 degrees 35 minutes 04 seconds East on the centerline of Middle Urbana Road.

j6/22/15



*Terry A. Hoppes*  
Terry A. Hoppes  
PS No. 6352.

Oberer Development Co.  
0.932 Acre  
Pt. SW 1/4 20-5-10  
January 28, 1989

622

Situate in the State of Ohio, County of Clark, and within the corporate limits of the City of Springfield, and being part of the southwest quarter of Section 20, Town 5, Range 10, Between the Miami Rivers Survey, and being described as follows:

Commence at an iron pipe (found) at the south quarter-corner of Section 20, Town 5, Range 10, BMRS, the same being the intersection of the centerline of Middle Urbana Road with the centerline of Villa Road; thence measure with the east line of said southwest quarter and with the centerline of Middle Urbana Road, North 4 degrees 35 minutes 04 seconds East, 429.00 feet to a railroad spike (found); thence measure North 85 degrees 24 minutes 56 seconds West, 40.00 feet to the TRUE POINT OF BEGINNING herein;

thence with the north line of premises described in deed to Eaglewood Villa Ltd. recorded volume 803 page 795 of the deed records of Clark County, Ohio, North 85 degrees 24 minutes 56 seconds West, 14.00 feet to a 5/8" re-bar with plastic cap (found);

thence continuing with the north line of said premises and along a curve to the right having a radius of 115.00 feet and a central angle of 23 degrees 44 minutes 33 seconds, an arc distance of 47.65 feet to a 5/8" re-bar with plastic cap (found) at a point of reverse curvature;

thence continuing with the north line of said premises and along a curve to the left having a radius of 294.00 feet and a central angle of 24 degrees 47 minutes 01 seconds, an arc distance of 127.17 feet to a 5/8" re-bar with plastic cap (found) at a point of tangency;

thence continuing with the north line of said premises, North 86 degrees 27 minutes 24 seconds West, 150.10 feet;

thence, North 12 degrees 46 minutes 50 seconds East, 71.05 feet;

thence, North 48 degrees 32 minutes 36 seconds East, 38.00 feet;

thence, North 3 degrees 32 minutes 36 seconds East, 20.00 feet;

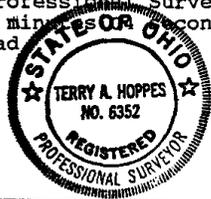
thence with the south line of a 24' driveway, South 86 degrees 27 minutes 24 seconds East, 298.00 feet to the westerly right-of-way line (proposed) of Middle Urbana Road;

thence parallel with and 40' distant from the centerline of Middle Urbana Road, South 4 degrees 35 minutes 04 seconds West, 154.93 feet to the point of beginning and containing 0.932 Acre subject, however, to all rights-of-way, easements and restrictions of record;

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Being part of the premises described in deed to Oberer Development Company recorded volume 825 page 421 of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated January 28, 1989 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is North 4 degrees 35 minutes 04 seconds East on the centerline of Middle Urbana Road.



*Terry A. Hoppes*  
Terry A. Hoppes

EXHIBIT E

The following are the percentage of interest of the Units submitted to date in the Common Areas and Facilities.

Unit No.	Unit Type	Par Value	Percentage Interest
1912	Wakefield (A)	53	10.46 %
1914	Essex (B)	49	9.31
1915	Wakefield (A)	53	10.46
1917	Wakefield (A)	53	10.46
1916	Essex (B)	47	9.31
1918	Wakefield (A)	53	10.46
1920	Essex (B)	47	9.31
1922	Wakefield (A)	53	10.46
1923	Wakefield (A)	53	10.46
1925	Essex (B)	47	<u>9.31</u>
			100.00



EXHIBIT F

BY-LAWS

OF

NORTHWOOD LAKES CONDOMINIUM  
ASSOCIATION

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BY-LAWS  
OF  
NORTHWOOD LAKES CONDOMINIUM ASSOCIATION

The within By-Laws are executed and attached to the Declaration of Northwood Lakes Condominium pursuant to Chapter 5311 of the Ohio Revised Code. The purpose is to provide for the establishment of a Unit Owners Association for the administration of the Condominium Property, in any manner, shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Trustees of the Association.

ARTICLE I

The Association

Section 1. Name and Nature of the Association. The Association shall be known as Northwood Lakes Condominium Association, being a non-profit association of all of the Unit Owners of Northwood Lakes Condominium.

Section 2. Membership. Every person or entity who is a record owner of a Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for membership. Such membership shall terminate upon the sale or other disposition by such Unit Owner of this ownership interest, at which time the new Owner of such Unit shall automatically become a member of the Association.

Section 3. Voting Rights. There shall be one (1) vote for each Unit comprising Northwood Lakes Condominium. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to the proportionate interest of ownership of such Unit. Voting rights are not related to percentage of interest in the Common Area and Facilities. If additional Units are added the votes will increase by each Unit added to a maximum of Eighty-Two (82) votes, being the total of the Units that can be added to the Condominium Property.

Section 4. Proxies. At all meetings of members each member may vote in person or by proxy. All

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shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his ownership in the Unit. The person appointed as proxy need not be a member of the Association.

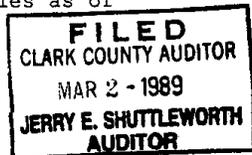
Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the voting power of the Association shall constitute a quorum for any action except for matter requiring a higher percentage of the voting power. If, however, such quorum shall not be present or represented at any meeting, a majority of the voting power or such percentage required for such contemplated action, those present shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. Percentage of interest in the Common Areas and Facilities shall not be used in determining a quorum.

Section 6. Place of Meetings. Meetings of the Association shall be held at such place upon the Condominium Property or elsewhere in the area, as specified by the Trustees in the notice of the meeting.

Section 7. Annual Meetings. The first annual meeting of members of the Association shall be held as hereafter provided. Thereafter, the annual meeting of the Association shall be held in each succeeding year thereafter on the first Tuesday of April, if not a legal holiday, and if a legal holiday, then on the succeeding business day. Unless otherwise specified, meetings will commence at 7:30 p.m.

Section 8. Special Meetings. It shall be the duty of the President of the Association to call a special meeting as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 75% of the Owners present, either in person or by proxy.

Section 9. Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose of any special meeting, the time and place where it is to be held, to each Owner of record, at least seven (7) days, but not more than twenty-eight (28) days, prior to such meeting. The Owners of record will be determined from the Association's files as of the day preceding the day on which notice is given.



Section 10. Waiver of Notice. Notice of time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be waived by him of notice of such meeting.

Section 11. Actions Without a Meeting. All actions, except the removal of a Board member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in writing or writings signed by members of the Association having the percentage of voting power required to take such action as if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

Section 12. Order of Business. The order of business at all meetings of the Owners of Units shall be as follows:

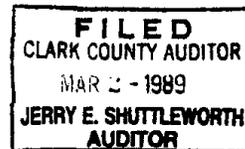
- a. Roll Call
- b. Proof of notice of meetings or waiver of notice
- c. Reading of minutes or preceding meeting.
- d. Report of officers
- e. Report of committees
- f. Election of Inspectors of Election
- g. Election of Trustees
- h. Unfinished business
- i. New business
- j. Adjournment

Section 13. Pendency. Until the Association is established by a meeting of the membership of the Association, the Declarant shall act in all instances where action of the Association is authorized or required by law or by this Declaration. Not later than the time that Units are sold to which twenty-five percent (25%) of the undivided interests in the Common Area and Facilities have been sold and conveyed by the Declarant, the members of the Association shall meet and the members shall elect not less than twenty-five percent (25%) of the Board of Trustees.

**ARTICLE II**

**Board of Trustees**

Section 1. Number and Qualification. The affairs of this Association shall be managed initially by a Board of



Trustees of not less than three (3) persons nor more than seven (7) persons.

The Declarant will appoint in the Articles of Incorporation of the Association the initial three Trustees, who will serve until replaced as hereinafter provided. As members of the Association are elected they will either fill the remaining Trustees positions or replace the appointed Trustees.

Section 2. Election. Not later than the time that Twenty-Five Percent (25%) of the Units are sold and conveyed by the Declarant, the Association shall meet and the members, other than Declarant, shall elect not less than 25% of the Trustees. Not later than the time that Fifty percent (50%) of the Units are sold and conveyed by the Declarant, the Association shall elect not less than 33-1/3% of the Trustees. When computing percentages, if the Declarant has exercised its option to expand the Condominium, the percentages shall be computed by comparing the number of Units sold and conveyed to the maximum units that may be created as stated in the Declaration. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Only persons nominated as candidates shall be eligible for election as Trustees.

Except as provided above, 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 by law or the Declaration to the Association, the Trustees or officers from the date of the established 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. Within said 30 days, the members shall meet and elect all Trustees, who then shall elect all officers of the Association. The persons so elected shall take office upon election.

Section 3. Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, during the term of such Trustee or Trustees, the remaining Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill such vacancy for the unexpired term.

Section 4. Term of Office; Resignation. Each Trustee shall hold office until his term expires, or until his earlier resignation, removal from office or death.

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Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Trustee may specify.

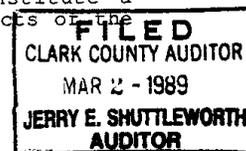
Section 5. Removal of Trustees. At any regular or special meeting duly called, any one or more of the Trustees may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except the Trustee, if any, acting as a representative of a lending institution, may not be removed by such vote. Any Trustee whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting. In the event that a Trustee is removed by such vote, his successors shall then and there be elected to fill the vacancy thus created by the remaining Trustees.

Section 6. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each year.

Section 8. Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or any two Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Board of Trustees' Quorum. At all meetings of the Board of Trustees, a majority of the Trustees, then appointed or elected, shall constitute a quorum for the transaction of business, and the acts of the



majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees.

Section 10. Compensation. No Trustee shall receive compensation for any services rendered as a Trustee. The Trustee may be reimbursed for such expenses incurred in the performance of his duties.

Section 11. Fidelity Bond. The Trustees shall require all persons handling the funds of the Association to furnish adequate fidelity insurance expense. The premiums on such coverage shall be a Common Expense.

Section 12. Expansion of Board. Upon a vote of the majority of the membership, the Board of Trustees may be expanded to a maximum of Seven (7) members. If requested by the lender(s) holding a majority of first mortgages on Units of the Condominium, one of the Trustees elected shall act as a representative of the lending institutions.

**ARTICLE III**

**Officers**

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Trustees. The offices of Treasurer and Secretary may be filled by the same person.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

Section 3. President. The President shall be the chief executive officer of the Association and must be a member of the Board of Trustees. He shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in these By Laws.



Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Trustees. He shall be a member of the Board of Trustees.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Trustees may direct, and he shall, in general, perform all the duties incident to the office of the Secretary. He need not be a member of the Board of Trustees.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Trustees. He need not be a member of the Board of Trustees.

**ARTICLE IV**

**General Powers of the Association**

Section 1. Payments from Maintenance Funds. The Association shall establish and shall pay for out of the fund as Common Expenses the following:

a. Utility Services. The Association shall pay the cost of water, waste removal, and sewer service, and any other necessary utility service for the Common Areas. The Association reserves the rights to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service that is paid by the Association.

b. Care of Common Areas and Facilities. The Association shall pay the cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of Common Areas and Facilities.

c. Care of Certain Limited Common Areas and Facilities. The Association shall pay cost of maintenance, repair, cleaning and replacement of those

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Common Areas which are designated by the Declaration as Limited Common Areas and Facilities for the exclusive use of all the Units in a particular building, unless such cost is to be paid by the Unit Owner as provided in the Declaration.

d. Certain Maintenance of Units. The The Association shall pay the cost of the maintenance and repair of any Unit or Limited Common Areas and Facilities, if such maintenance or repair is necessary in the opinion of the Board of Trustees for public safety or in order to prevent damage to or destruction of any part of the Condominium Property, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners. The Association shall levy special assessments against such Unit Owner for the cost of said maintenance or repair.

e. Casualty Insurance. The Association shall pay the premium upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

f. Liability Insurance. The Association shall pay the premium upon a policy or policies insuring the Association, the members of the Board of Trustees, and the Owners against any liability to the public or to the Owners of Units, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.

g. Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, but not limited to, the services of a person or firm to act as a Manager or Managing Agent for the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

h. Worker's Compensation. The costs of worker's compensation insurance to the extent necessary to comply with an applicable laws.

i. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium

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Property or any part thereof which may, in the opinion of the Association, constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owners.

j. Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, common expenses or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.

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k. Community Building. The Declarant plans to build a Community Building on the Common Area and Facilities when it expands to the Condominium Property referenced in 4(d) of the Declaration and described on Exhibit B to the Declaration. The cost of insurance, maintenance and operational expenses will be budgeted for payment from the Maintenance Funds and will be part of the budgeted assessments of Common Expenses when the need arises.

Section 2. Capital Additions. The Association shall not make expenditures for new capital improvements to the Common Areas and Facilities having a total cost in excess of Five Hundred Dollars (\$1,000.00) without, in each case, the prior approval of the members of the Association. This clause is not intended to limit expenditures for the replacement or restoration of existing portions of the Common Areas and Facilities.

Section 3. Rules and Regulations. The Board of Trustees may by majority vote, adopt such reasonable rules and regulations and to amend the same which the Board of Trustees may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event that adopted rules and regulations conflict with any

provisions of the Declaration or of these By-Laws, the rules and regulations of the Declaration and these By-Laws shall govern.

Section 4. No Active Business to be Conducted for Profit. Nothing herein shall be construed to give the Association authority to conduct active business for profit.

Section 5. Association's Right to Enter Units. The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately whether the Unit Owner is present or not.

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**ARTICLE V**

**Determination of Payment of Assessments**

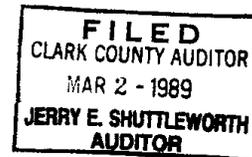
Section 1. Obligation of Owners to Pay Assessments. Each Unit Owner shall have the duty to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and of other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas as set forth in the Declaration which has been determined to be equal for each Unit added to the Condominium. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget. The Association shall before or on December 1st of every year prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th, each Owner shall be notified in writing as to the amount of

such estimate, with reasonable itemization thereof. On or before January 1st of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the assessments made pursuant to this paragraph. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners, an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas to the next monthly installment due for owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the common areas to the installments due in the succeeding six months after rendering of the account. During the construction phase the budget will be updated in order to anticipate the income and expenses, including the addition of the Community Building, that will result from the expansions.

Section 3. Reserve for Contingencies and Replacements. 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 therefore, and such further assessment shall be come 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.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more



than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Books and Records of the Association.  
The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Trustees and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Area. Such books and records shall be open for inspection by any Owner or any representative of an Owner, duly authorized in writing, at reasonable times and upon request by an Owner. Upon ten (10) days notice to the Board of Trustees and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

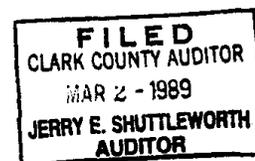
Section 6. Assessments. Monthly assessments shall begin one (1) month after the filing of the Declaration with the Recorder of Clark County, and shall be paid by every Unit Owner of record, including the Units vested in the name of the Declarant that are then subject to the provisions of the Declaration. The assessments will be prorated at the time of any sale, provided, however, the terms of the Declaration concerning the responsibility for assessments shall apply upon failure to prorate.

## ARTICLE VI

### Committees

Section 1. Type. The Association may appoint an Architectural Control Committee and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes, such as a Maintenance Committee to advise the Trustees on matters pertaining to the maintenance, repair or improvement of the Properties.

Section 2. Complaints. It shall be the duty of the Board of Trustees to act as a Committee of the whole to receive complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Trustee, officer or Committee of the Association as is further concerned with the matter presented.



**ARTICLE VII**

**Security Deposit**

If in the judgment of the Board the equity of the persons owning the ownership interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by th Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which, when added to such Unit Owner's equity interest in his Unit, will equal twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or of these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these By-Laws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be default under any of his obligations under the Declaration or these By-Laws. 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 then 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. Said security deposit shall at all time be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

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 MAR 2 - 1989  
**JERRY E. SHUTTLEWORTH**  
**AUDITOR**

**ARTICLE VIII**

**Mortgagees**

Section 1. Notice of Association. An Owner who mortgages his Unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Trustees in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit. Unit mortgagees shall be furnished audited financial statements upon request.

Section 3. Other Notices. The mortgagees shall also be entitled to timely written notice by the Association of (a) any proposed amendment of the Condominium organizational documents effecting a change in the boundaries of any Unit, or change the purpose to which any Unit or the Common areas and Facilities are restructured; (b) any proposed termination of the Condominium as a condominium regime; (c) any condemnation or eminent domain proceeding affecting the Condominium Property of which the Board obtains notice; (d) any significant damage or destruction to the Common Areas; (e) any decision by the Association not to restore substantial damage or destruction; (f) any decision of the association to renew rehabilitate the Condominium Property; (g) any discussions by the Association to construct new capital improvements not replacing existing improvements.

**ARTICLE IX**

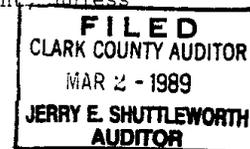
**General Provisions**

Section 1. Conflict of Interest. A Trustee or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association a vendor, purchaser, employee, agent or otherwise. No transaction or contract or act of the Association shall be void or voidable or in any way affected or invalidated by reason of the fact that any Trustee or officer of any firm of which any Trustee or officer is a member or any corporation of which any officer or Trustee, or corporation of which any Trustee or officer is a shareholder, director or Manager, or any trust of which any Trustee or officer of the Association is a Manager or beneficiary, is in any way interested in such transaction or contract or act. No Trustee or officer shall

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 MAR 2 - 1989  
**JERRY E. SHUTTLEWORTH**  
**AUDITOR**

be accountable or responsible to the Association for or in respect to any transaction or contract or act of the Association or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director or manager, or any trust of which he is a manager or beneficiary, is interested in such transaction or contract or act, provided the fact that such Trustee or officer or such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the Board of Trustees or such members thereof as shall be present at any meeting of the Board of Trustees at which action upon such contract or transaction or act shall have been taken. Any Trustee may be counted in determining the existence of a quorum at any meeting of the Board of Trustees which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify or approve any such contract or transaction or act, and any officer of the Association may take any action within the scope of his authority respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder, director or manager, or any trust of which he is a trustee or beneficiary were not interested in such transaction, or contract or act. Without limiting or qualify the foregoing, if in any judicial or other inquiry, suit, cause or proceeding, the question of whether a Trustee or officer of the Association has acted in good faith is material, and notwithstanding any statute or rule of law or of equity to the contrary (if any there be), his good faith shall be presumed, in the absence of proof to the contrary, by clear and convincing evidence.

Section 2. Indemnification. Except as otherwise provided herein, every person who is or has been a Trustee or officer of the Association and his heirs and legal representatives is hereby indemnified by the Association against expenses and liabilities actually and necessarily incurred by him in connection with the defense of either (1) any action, suit or proceeding to which he may be a party defendant, or (2) any claim of liability asserted against him be reason of his being or having been a Trustee or officer of the Association. Without limitation, the term "expenses" includes any amount paid or agreed to be paid in satisfaction of a judgment or in settlement of a judgment or claim of liability other than any amount paid or agreed to be paid by the Association itself. The Association does not, however, indemnify any Trustee or officer in respect to any matter as to which he shall be finally adjudged liable for negligence or misconduct in the performance of his duties as such Trustee or officer, nor in the case of a settlement, unless



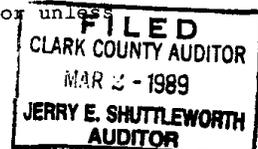
such settlement shall be found to be in the interest of the Association by (1) the court having jurisdiction of the action, suit or proceeding against such Trustee or officer of a suit involving his right to indemnification, or (2) a majority of the Managers of the Association then in office other than those involved in such matter (whether or not such majority constitutes a quorum), or if there be no Trustees who are not involved in the matter, then by disinterested Association members entitle to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) an Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

Section 3. Service of Notices on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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.

Section 5. Amendments. Provisions of these By-Laws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power. No such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

Section 6. Definitions. The terms used in these By-Laws (except as herein otherwise expressly provided or unless



the context otherwise requires) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in Paragraph 2 of the Declaration.

Section 7. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

**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.

Margaret B. Hingge

George R. Oberer, Sr.  
George R. Oberer, Sr.,  
President

Melodee C. Buck

Melodee C. Buck

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

Margaret B. Hingge

This instrument prepared by: Benjamin F. Allbery  
Attorney at Law  
18 W. First Street  
Dayton, Ohio 45402

**FILED**  
CLARK COUNTY AUDITOR  
MAR 2 - 1989  
JERRY E. SHUTTLEWORTH  
AUDITOR



Department of State

# The State of Ohio

EXHIBIT G

**Sherrod Brown**

Secretary of State

734141

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN

NORTHWOOD LAKES CONDOMINIUM ASSOCIATION

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CLARK COUNTY AUDITOR  
MAR 2 - 1989  
JERRY E. SHUTTLEWORTH  
AUDITOR

United States of America  
State of Ohio  
Office of the Secretary of State

Recorded on Roll G481 at Frame 1083 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the  
City of Columbus, Ohio, this 7TH day of OCT,  
A.D. 19 88.



*Sherrod Brown*  
**Sherrod Brown**  
Secretary of State

00481-1081

APPROVED

By PMC

Date 10-7-88

Amount 25.00

ARTICLES OF INCORPORATION  
OF  
NORTHWOOD LAKES CONDOMINIUM ASSOCIATION

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under Section 1702.01, et seq. of the Revised Code of Ohio, do hereby certify:

FIRST: The name of the corporation shall be NORTHWOOD LAKES CONDOMINIUM ASSOCIATION.

SECOND: The place in Ohio where the principal office of the corporation is to be located is in The City of Springfield, Clark County.

THIRD: The purpose or purposes for which this corporation are formed are:

(a) To function as the "Unit Owners Association" as provided in the Declaration creating and establishing a plan for condominium ownership for Northwood Lakes Condominium located in The City of Springfield, Clark County, Ohio, said property being submitted to the provisions of Chapter 5311 of the Revised Code of Ohio.

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration to establish Northwood Lakes Condominium.

(c) To fix, levy, and collect all charges or assessments as provided by said Declaration, to pay all expenses and costs incident to its conduct of business as the unit owners association for said condominium.

(d) To acquire (by gift, purchase, or otherwise), own, hold, improve, operate, maintain, convey, sell, lease, transfer, dedicate for public use of real and personal property in connection with the affairs of the condominium.

(e) To borrow money, mortgage, pledge, hypothecate, or otherwise to encumber any of its real or personal property as permitted by the Declaration or by the members of this corporation.

(f) To participate in mergers and consolidations provided that such action is approved by the membership and is consistent with the purposes of the condominium as outlined in the Declaration.

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MAR 2 - 1989  
JERRY E. SHUTTLEWORTH  
AUDITOR

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(g) To do any other thing necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes, and insofar as permitted by law, to do any other thing that will promote the common benefit of all of the members of this corporation.

(h) To change, substantially or otherwise, any and all of the foregoing purposes.

(i) The foregoing shall be construed both as objects and powers, and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on the corporation by the laws of the State of Ohio.

FOURTH: Except as otherwise provided by law or herein, all of the authority of the corporation shall be exercised by the Trustees who shall be at least three (3) in number and no more than seven (7) in number. The following persons shall initially serve as Trustees and shall continue to serve until replaced by the action of the membership.

George R. Oberer, Jr. 4324 Webster Street, Dayton, Ohio 45414

George R. Oberer, Sr. 4324 Webster Street, Dayton, Ohio 45414

Edward L. Patch, 4324 Webster Street, Dayton, Ohio 45414

FIFTH: The members of this corporation, at any time, shall be every person or entity who is a record owner of a fee interest in any unit of Northwood Lakes Condominium, but excluding such persons or entities holding any interest merely as a security for the performance of an obligation. Membership is appurtenant to said ownership and may not be separated from ownership of any unit.

SIXTH: This corporation shall exist perpetually unless dissolved by the affirmative vote of at least SEVENTY-FIVE PERCENT (75%) of the voting power of this corporation; provided, however, such dissolution may not take place unless and until the real estate described in the Declaration of Northwood Lakes Condominium has been removed from the provisions of the Condominium Law.

SEVENTH: These Articles of Incorporation may be amended upon the approval of a least SEVENTY-FIVE PERCENT (75%) of the voting power of the membership.

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AUDITOR

EIGHTH: Any Trustee or Officer of the corporation shall not be disqualified by his office or position from dealing or contracting with the corporation as a vendor, purchaser, employee, contractee, agent or otherwise nor shall any transaction, contract or act of the corporation be void or voidable by reason of the fact that any Trustee voted or otherwise participated in the decision in which he has an interest, whether or not the other Trustees, Officer, or members of this corporation know of his interest, unless the concealment would be tantamount to a fraud on the corporation or be illegal. Such interested Trustee shall be counted in determining the existence of a quorum and he may vote or otherwise authorize such action.

In Witness Whereof, the Incorporators hereunto subscribed their names this 29th day of September, 1988.

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CLARK COUNTY AUDITOR  
MAR 2 - 1989  
JERRY E. SHUTTLEWORTH  
AUDITOR

Benjamin F. Allbery  
BENJAMIN F. ALLBERY

Charles F. Allbery, III  
CHARLES F. ALLBERY, III

Beth E. Rogers  
BETH E. ROGERS

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being at least a majority of the Incorporators of NORTHWOOD LAKES CONDOMINIUM ASSOCIATION, hereby appoint Benjamin F. Allbery, a natural person in the county in which the corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation, may be served. His complete address is 18 West First Street, P.O. Box 1283, Mid-City Sta., Dayton, Montgomery County, Ohio 45402.

NORTHWOOD LAKES CONDOMINIUM ASSOCIATION

*Benjamin F. Allbery*  
Benjamin F. Allbery

*Charles F. Allbery, III*  
Charles F. Allbery, III

*Beth E. Rogers*  
Beth E. Rogers

Date: September 27<sup>th</sup>, 1988  
Dayton, Ohio

NORTHWOOD LAKES CONDOMINIUM ASSOCIATION

Gentlemen:

I hereby accept appointment as agent of your corporation upon whom process, tax notices, and demands may be served.

*Benjamin F. Allbery*  
BENJAMIN F. ALLBERY

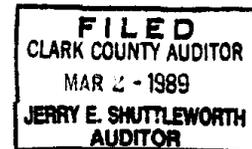
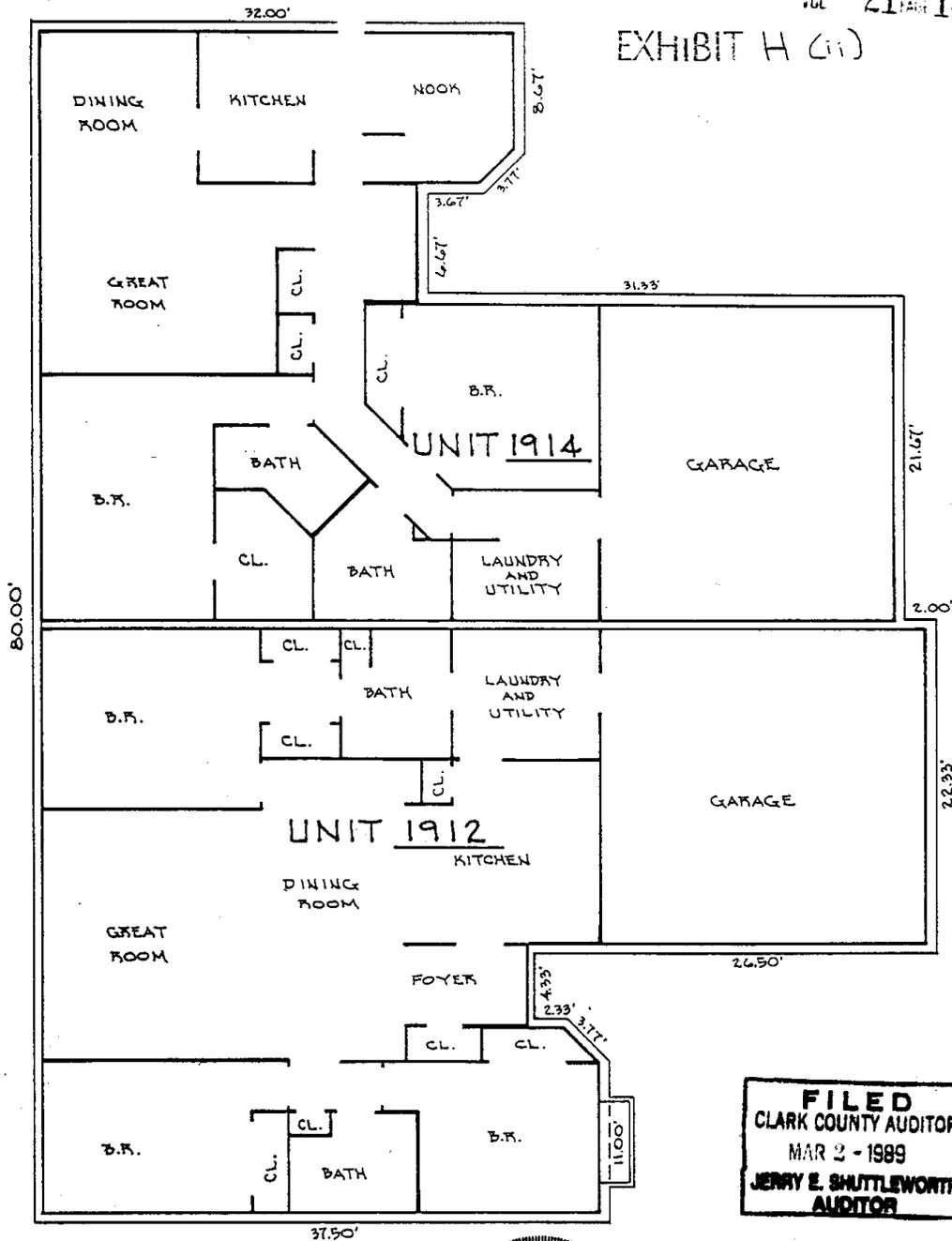




EXHIBIT H (ii)



**FILED**  
**CLARK COUNTY AUDITOR**  
 MAR 2 - 1989  
**JERRY E. SHUTTLEWORTH**  
**AUDITOR**

**UNIT 1912 AND**  
**UNIT 1914**  
**NORTHWOOD LAKES**  
**CONDOMINIUM**  
**SECTION ONE**  
 PLAT BOOK      P.       
 PT. N.W. 1/4 SEC. 20, T. 5, R. 10, B.M.R.S.  
 CITY OF SPRINGFIELD  
 CLARK COUNTY, OHIO



**SURVEYOR**  
 I HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE WITHIN DRAWING REPRESENTS THE INDICATED UNIT OF NORTHWOOD LAKES CONDOMINIUM SECTION ONE, AS CONSTRUCTED.

*Terry A. Hoppes*  
 TERRY A. HOPPES, PS NO. 6352

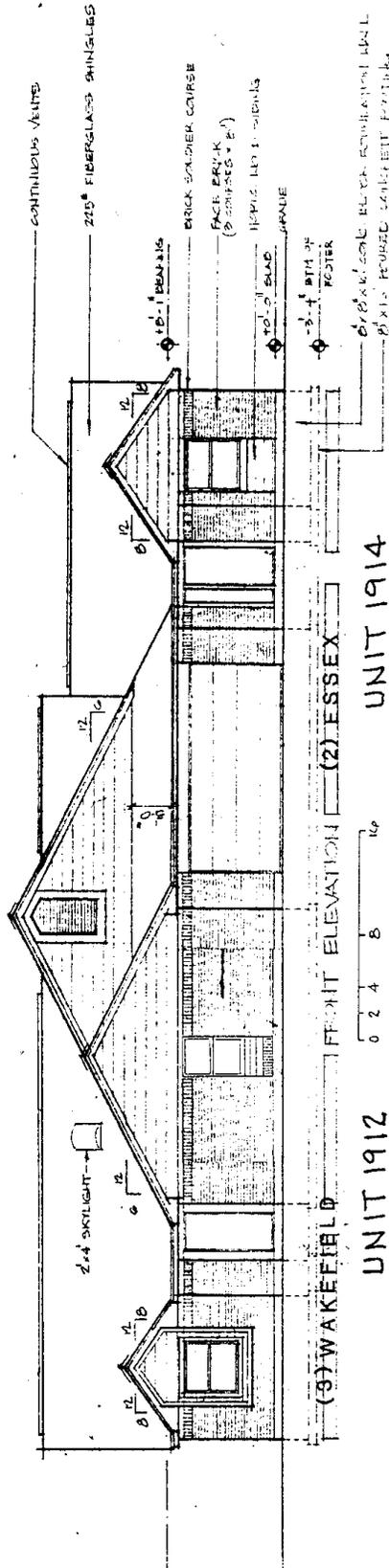


**ENGINEER**  
 I HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE WITHIN DRAWING REPRESENTS THE INDICATED UNIT OF NORTHWOOD LAKES CONDOMINIUM SECTION ONE, AS CONSTRUCTED.

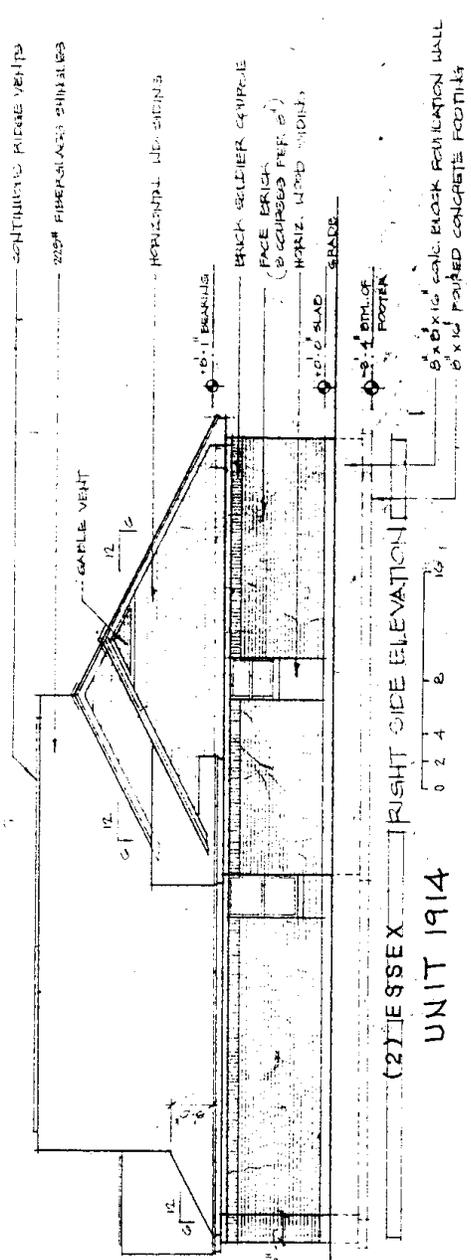
*Terry A. Hoppes*  
 TERRY A. HOPPES, PE NO. 40640

EXHIBIT A (c)

YUI 21 MAR 1989



UNIT 1912 FRONT ELEVATION (2) ESSEX UNIT 1914



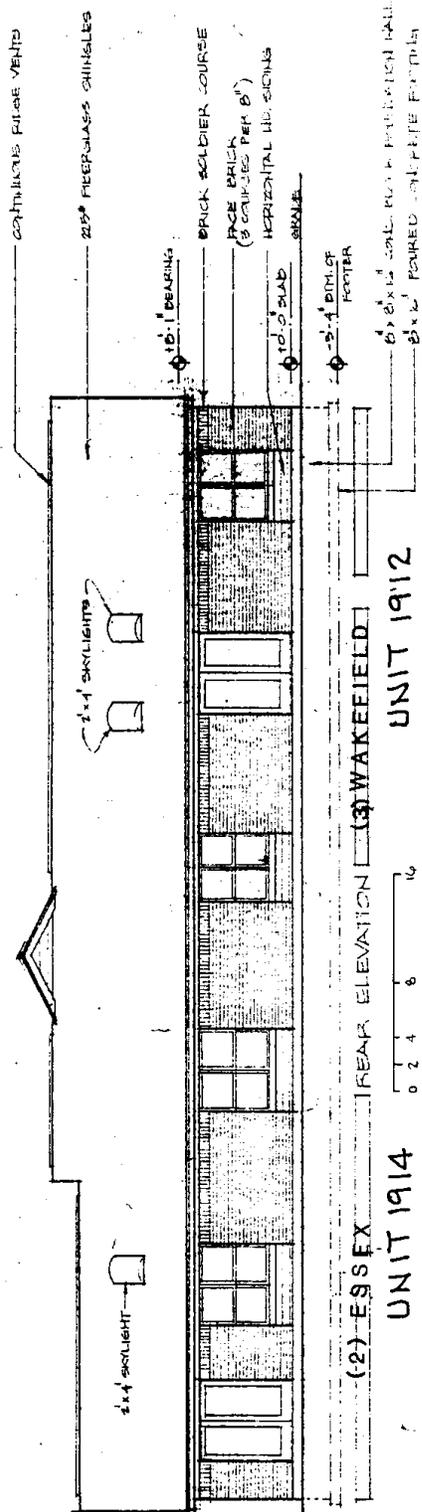
(2) ESSEX RIGHT SIDE ELEVATION UNIT 1914

**FILED**  
 CLARK COUNTY AUDITOR  
 MAR 2 - 1989  
 JERRY E. SHUTTLEWORTH  
 AUDITOR

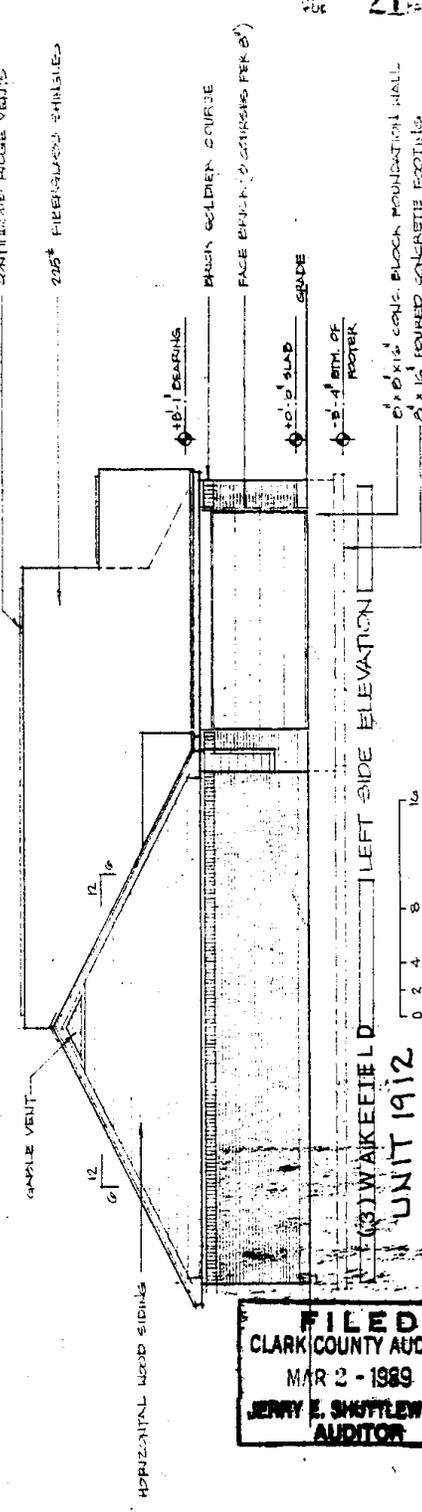
UNIT 1912 AND  
 UNIT 1914  
 NORTHWOOD LAKES  
 CONDOMINIUM  
 SECTION ONE

SHEET 2 OF 3 SHEETS

EXHIBIT H (c)



(2) ESSEX UNIT 1914  
 REAR ELEVATION (3) WAKEFIELD UNIT 1912

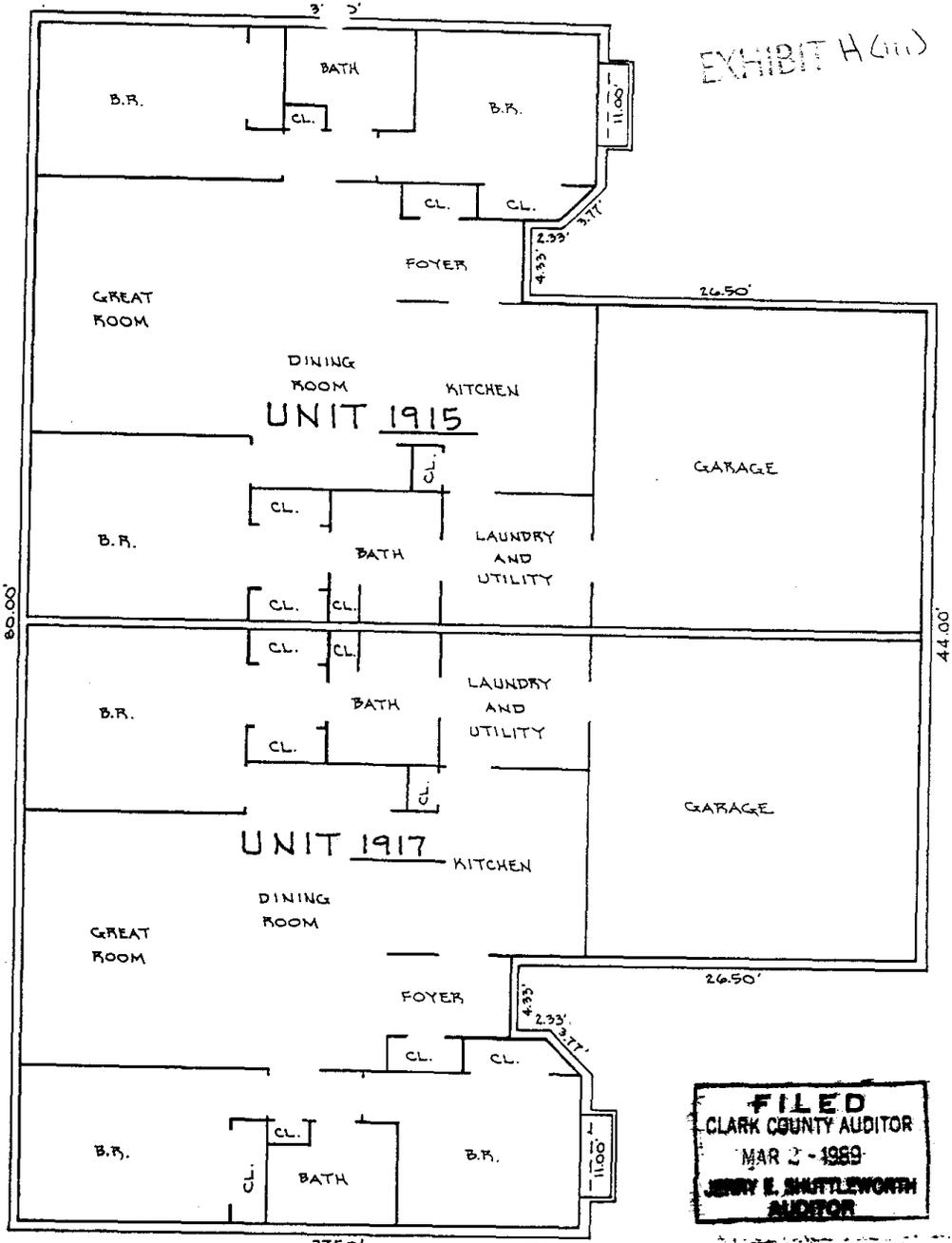


(3) WAKEFIELD UNIT 1912  
 LEFT SIDE ELEVATION

**FILED**  
 CLARK COUNTY AUDITOR  
 MAR 2 - 1989  
 JERRY E. SHUFFLEWORTH  
 AUDITOR

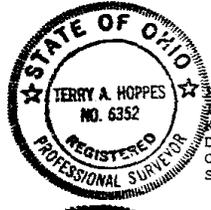
UNIT 1912 AND  
 UNIT 1914  
 NORTHWOOD LAKES  
 CONDOMINIUM  
 SECTION ONE

EXHIBIT H (iii)



**FILED**  
 CLARK COUNTY AUDITOR  
 MAR 2 - 1989  
 JERRY E. SHUTTLEWORTH  
 AUDITOR

**UNIT 1915 AND  
 UNIT 1917**  
 NORTHWOOD LAKES  
 CONDOMINIUM  
 SECTION ONE  
 PLAT BOOK      P.       
 PT. N.W. 1/4 SEC. 20, T. 5, R. 10, B.M.R.S.  
 CITY OF SPRINGFIELD  
 CLARK COUNTY, OHIO



HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE WITHIN DRAWING REPRESENTS THE INDICATED UNIT OF NORTHWOOD LAKES CONDOMINIUM SECTION ONE, AS CONSTRUCTED.

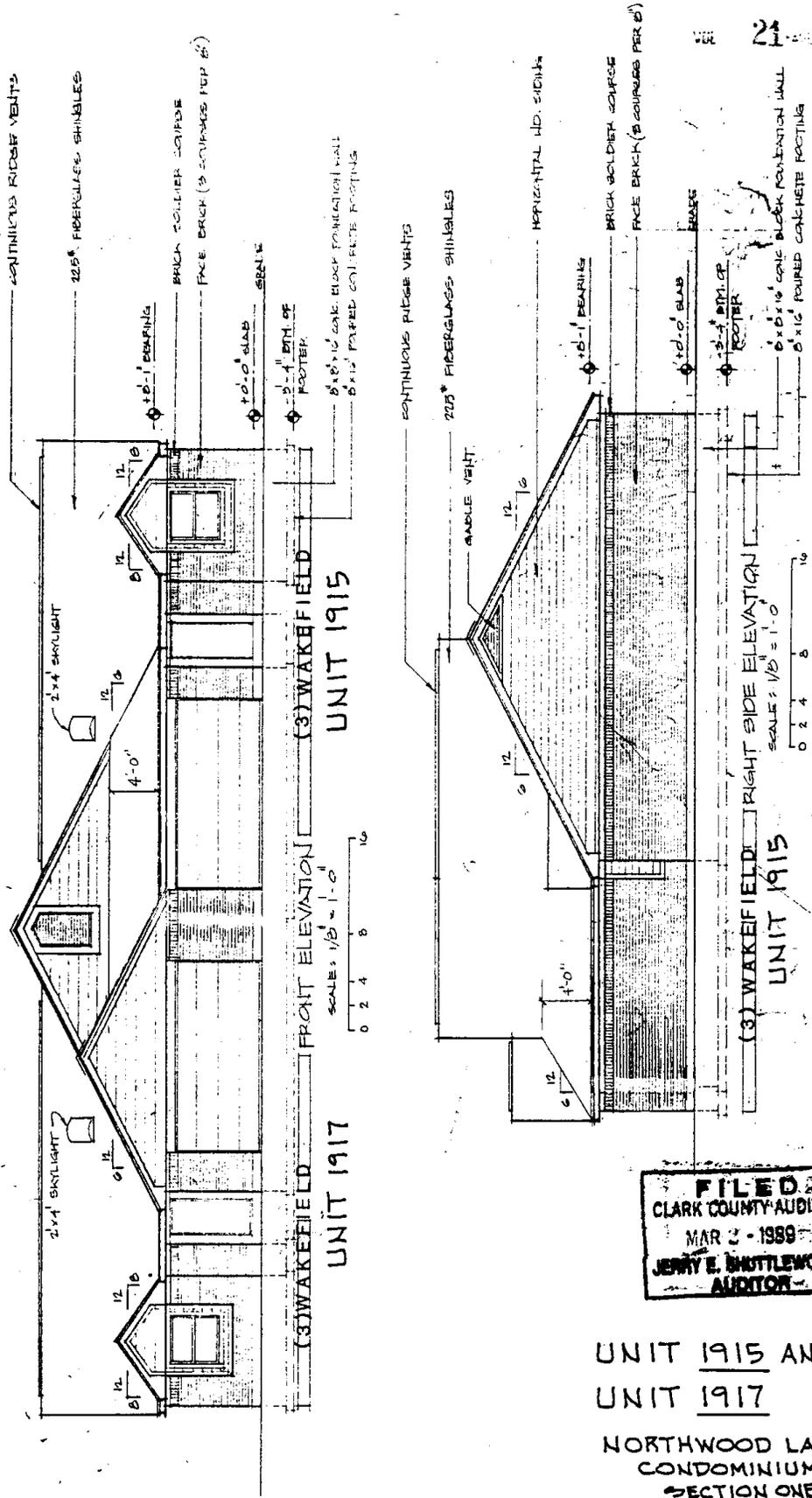
*Terry A. Hoppes*  
 TERRY A. HOPPES, PS NO. 6352



HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE WITHIN DRAWING REPRESENTS THE INDICATED UNIT OF NORTHWOOD LAKES CONDOMINIUM SECTION ONE, AS CONSTRUCTED.

*Terry A. Hoppes*  
 TERRY A. HOPPES, PE NO. 40640

EXHIBIT A (cont)

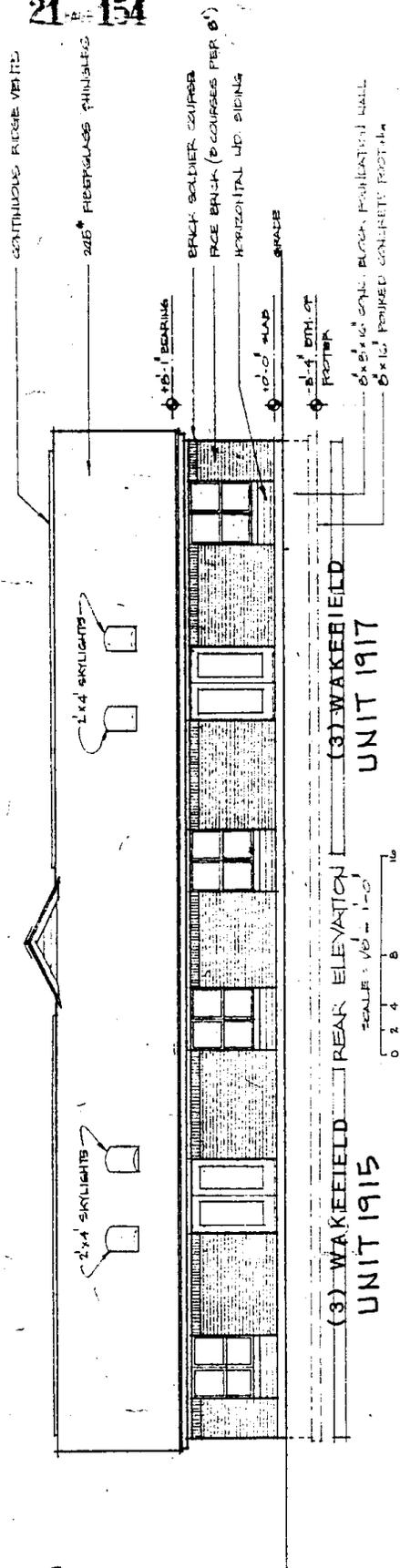


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 CLARK COUNTY AUDITOR  
 MAR 2 - 1989  
 JERRY E. BOTTLEWORTH  
 AUDITOR

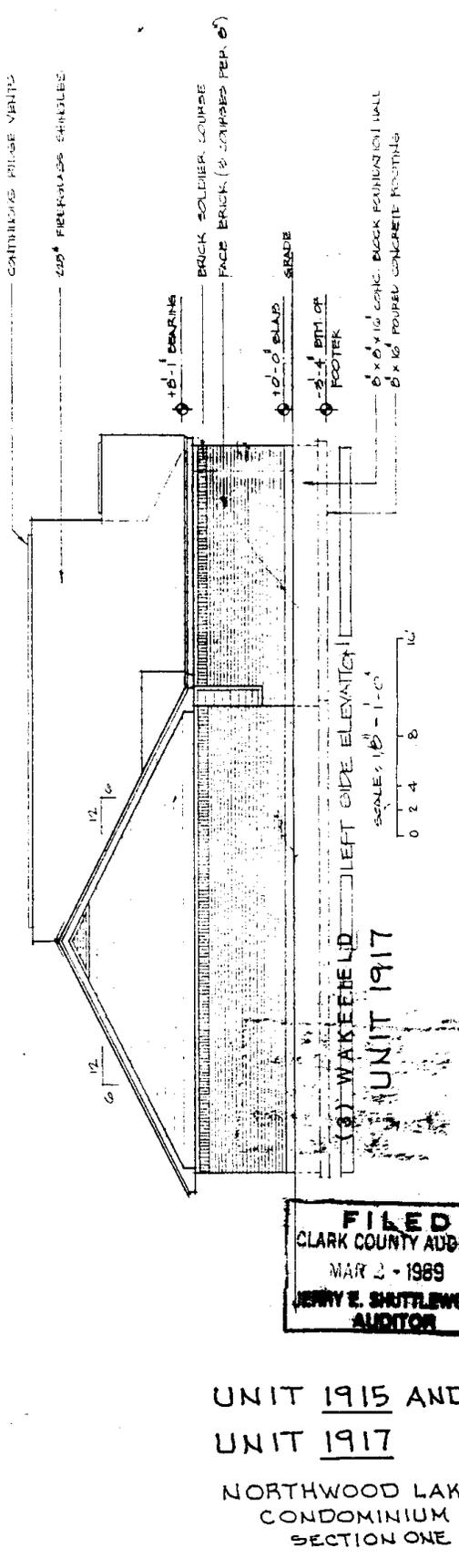
UNIT 1915 AND  
 UNIT 1917

NORTHWOOD LAKES  
 CONDOMINIUM  
 SECTION ONE

EXHIBIT H (cont)



(3) WAKEFIELD REAR ELEVATION (3) WAKEFIELD UNIT 1915

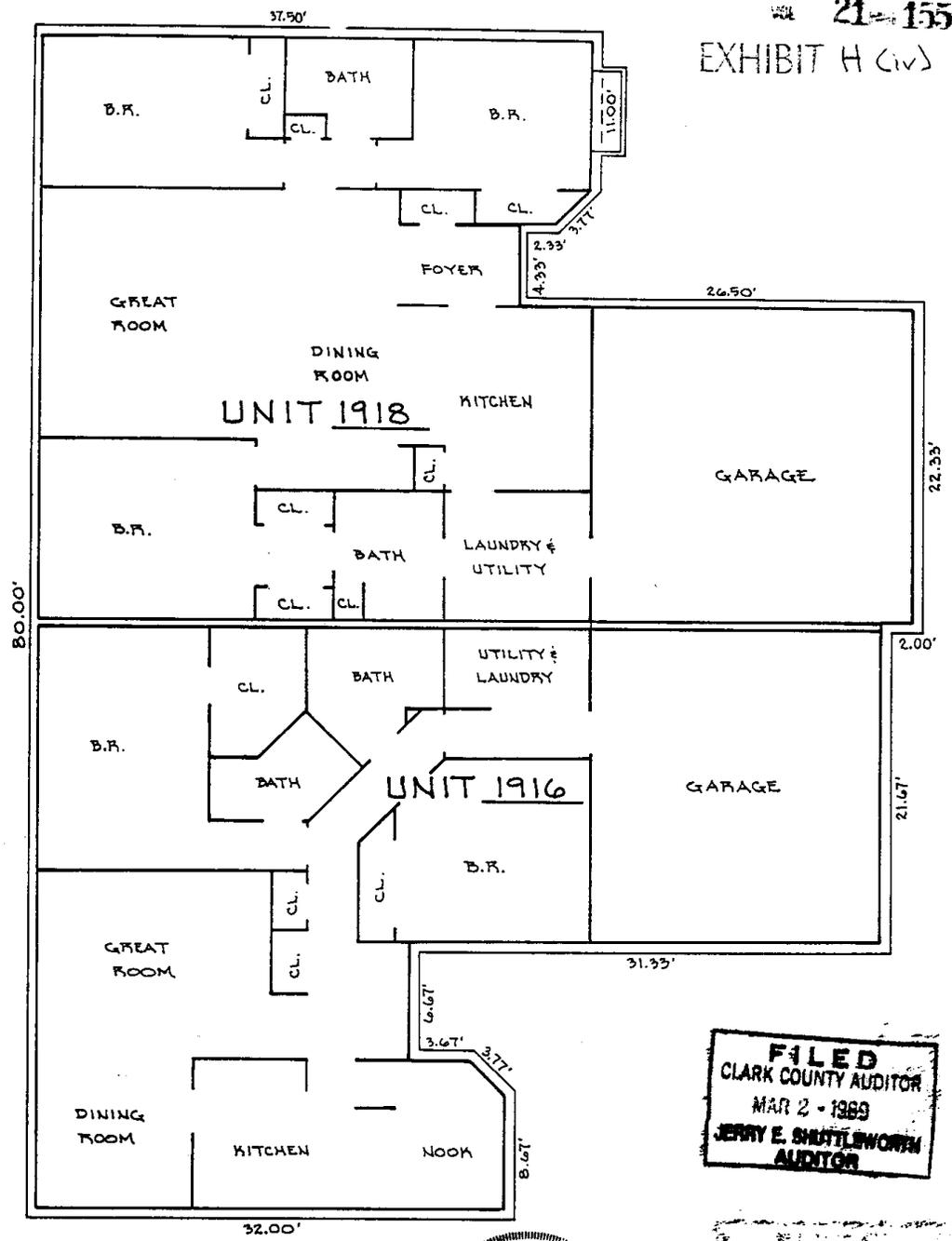


(3) WAKEFIELD LEFT SIDE ELEVATION (3) WAKEFIELD UNIT 1917

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 CLARK COUNTY AUDITOR  
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UNIT 1915 AND  
 UNIT 1917

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 SECTION ONE



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 SECTION ONE  
 PLAT BOOK \_\_, P. \_\_  
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 CITY OF SPRINGFIELD  
 CLARK COUNTY, OHIO



SURVEYOR  
 I HEREBY STATE TO THE BEST OF MY  
 KNOWLEDGE AND BELIEF THAT THE WITHIN  
 DRAWING REPRESENTS THE INDICATED UNIT  
 OF NORTHWOOD LAKES CONDOMINIUM  
 SECTION ONE, AS CONSTRUCTED.

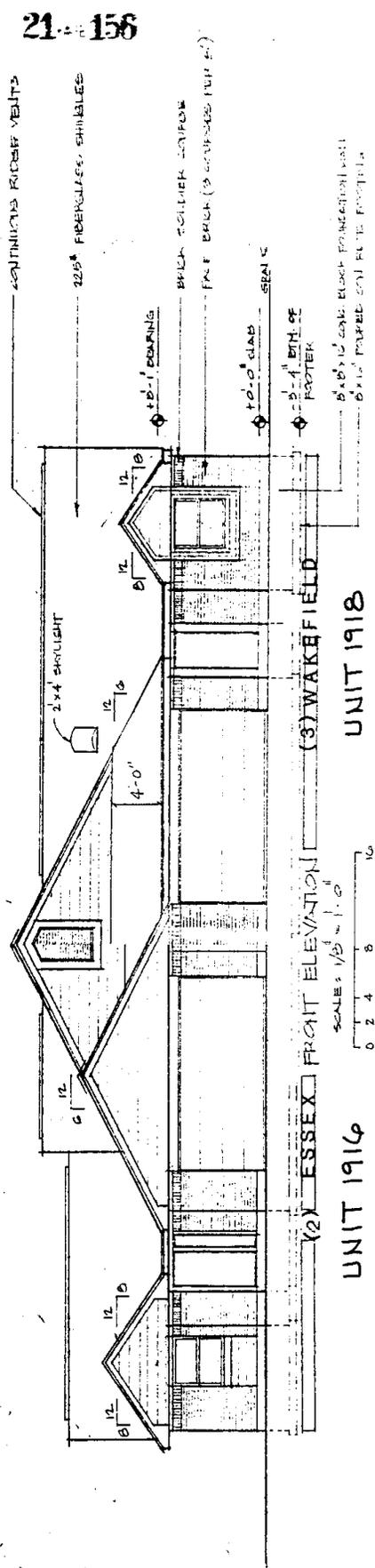
*Terry A. Hoppes*  
 TERRY A. HOPPES, PS NO. 6352



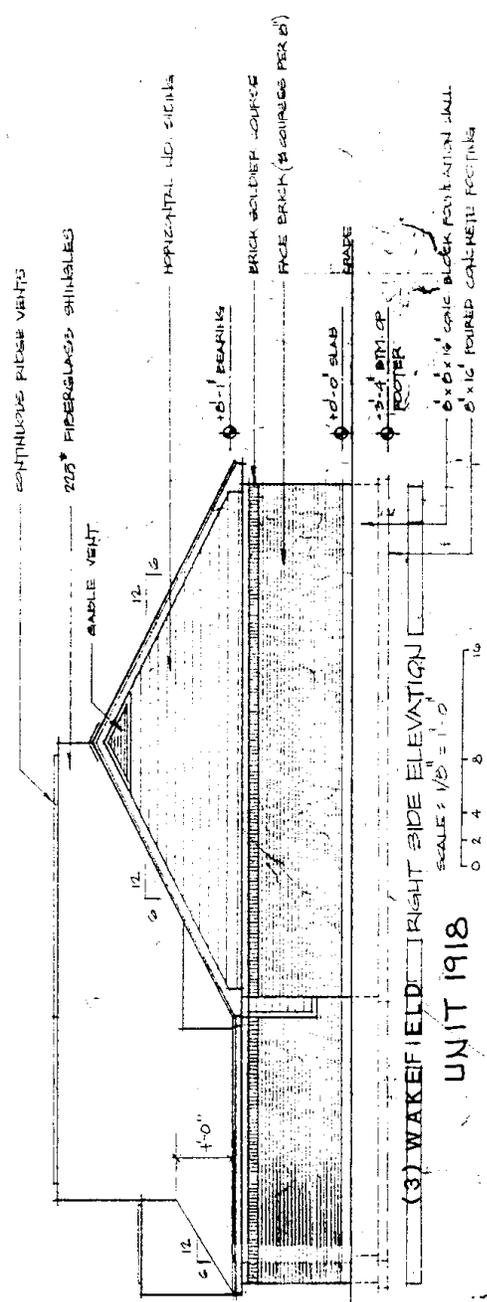
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*Terry A. Hoppes*  
 TERRY A. HOPPES, PE NO. 40640

EXHIBIT H (iv)



(2) ESSEX FRONT ELEVATION (3) WAKEFIELD UNIT 1916 UNIT 1918  
SCALE: 1/8" = 1'-0"

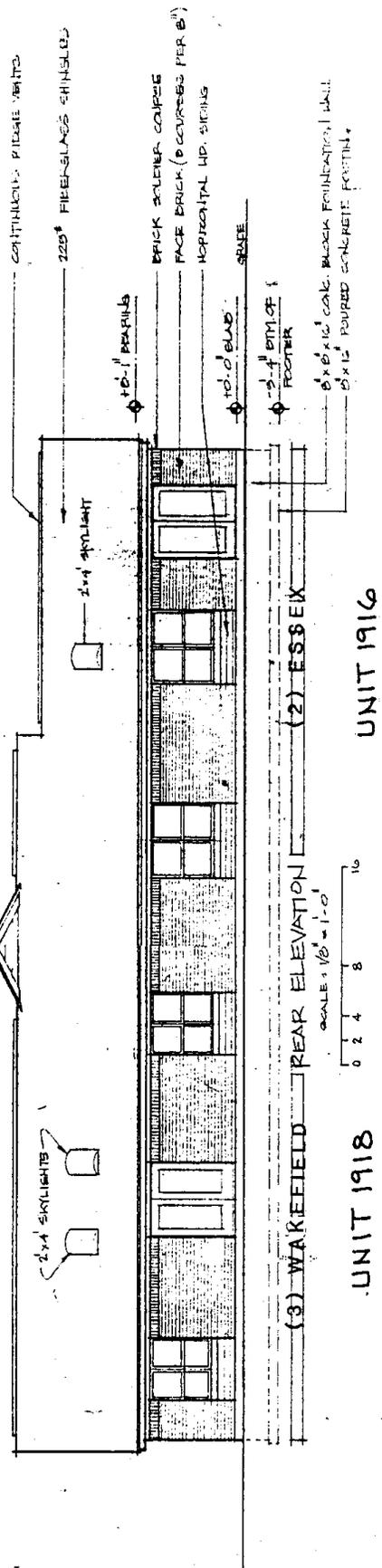


(3) WAKEFIELD RIGHT SIDE ELEVATION UNIT 1918  
SCALE: 1/8" = 1'-0"

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EXHIBIT H (iv)

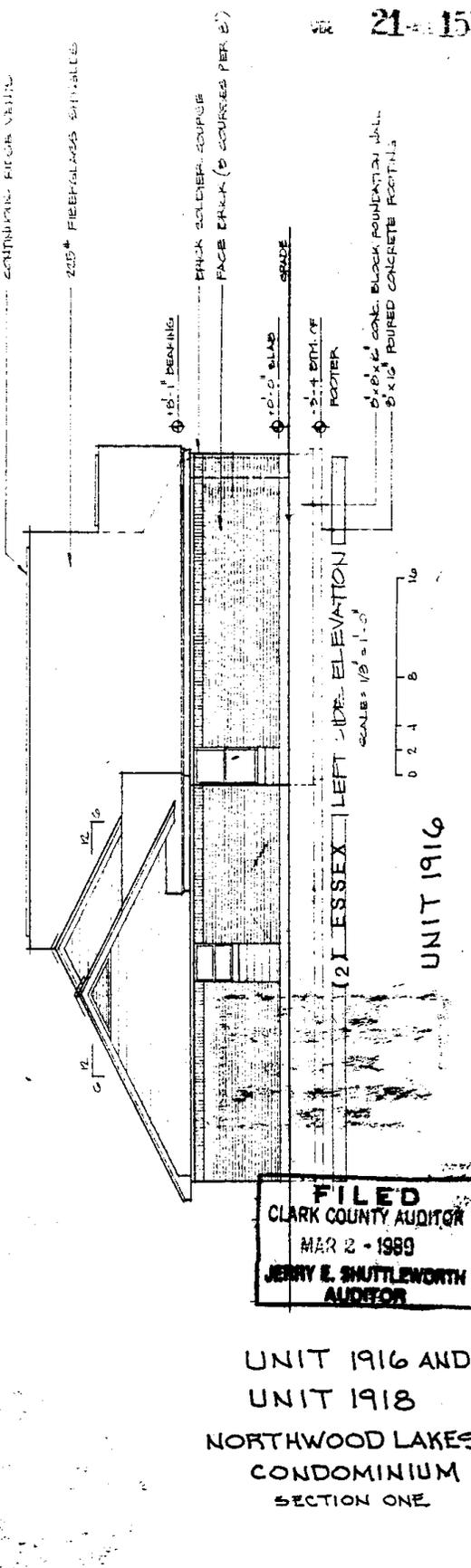


(3) WAKEFIELD REAR ELEVATION (2) ESSEX

UNIT 1918

UNIT 1916

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



(2) ESSEX LEFT SIDE ELEVATION

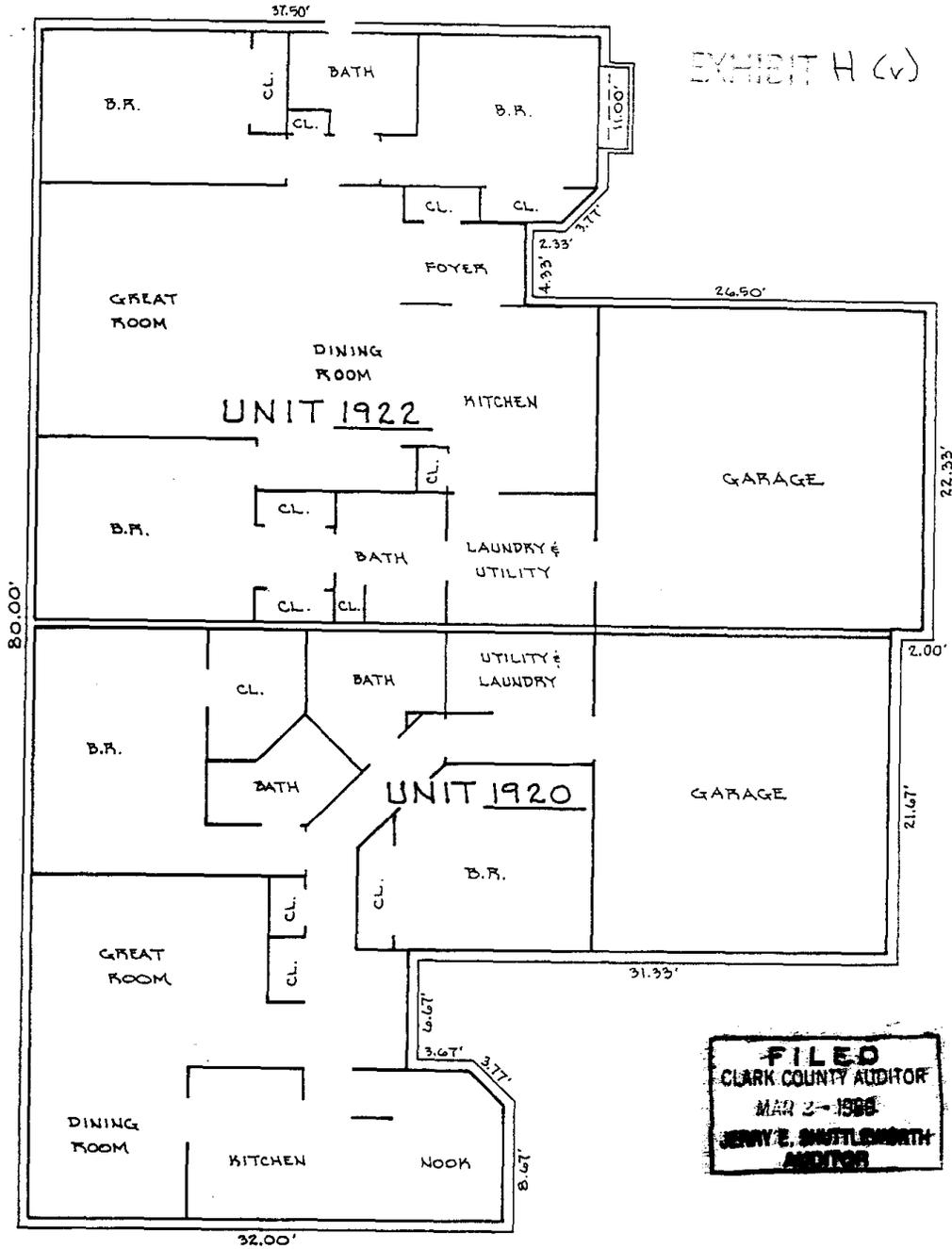
UNIT 1916

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

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EXHIBIT H (v)



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 UNIT 1922**  
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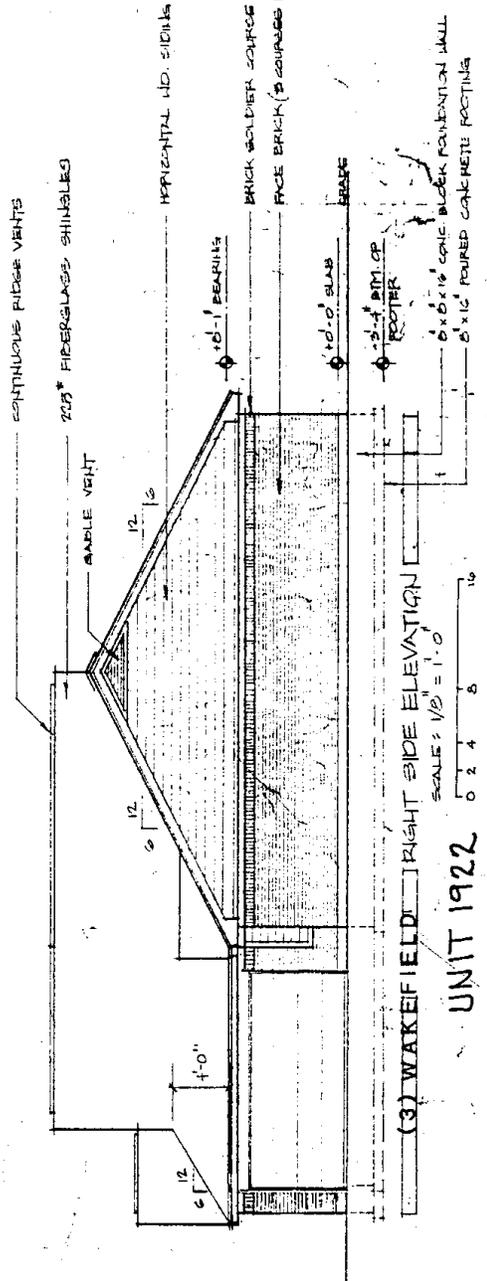
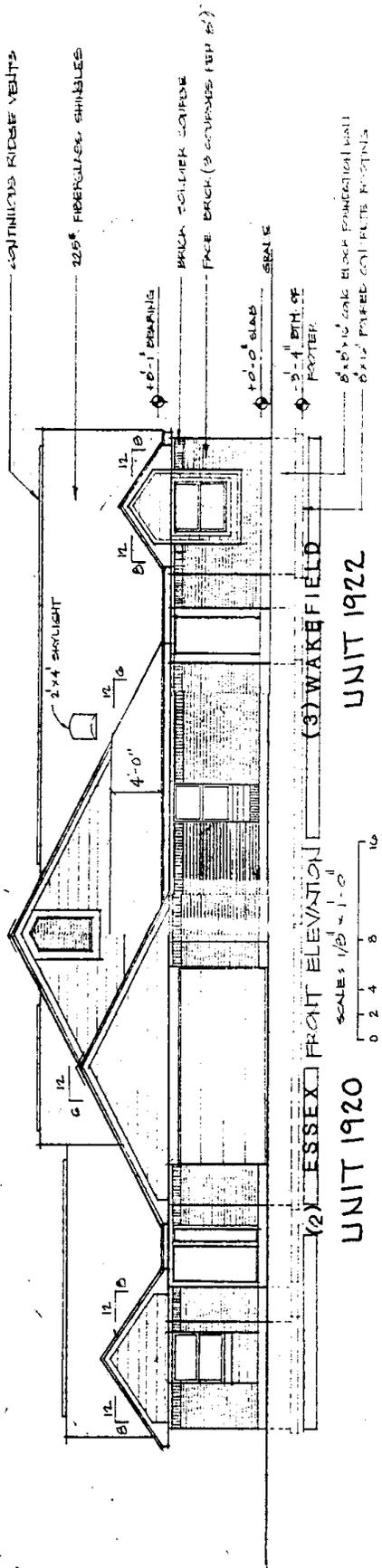
*Terry A. Hoppes*  
 TERRY A. HOPPES, PS NO. 6352



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 TERRY A. HOPPES, PE NO. 40640

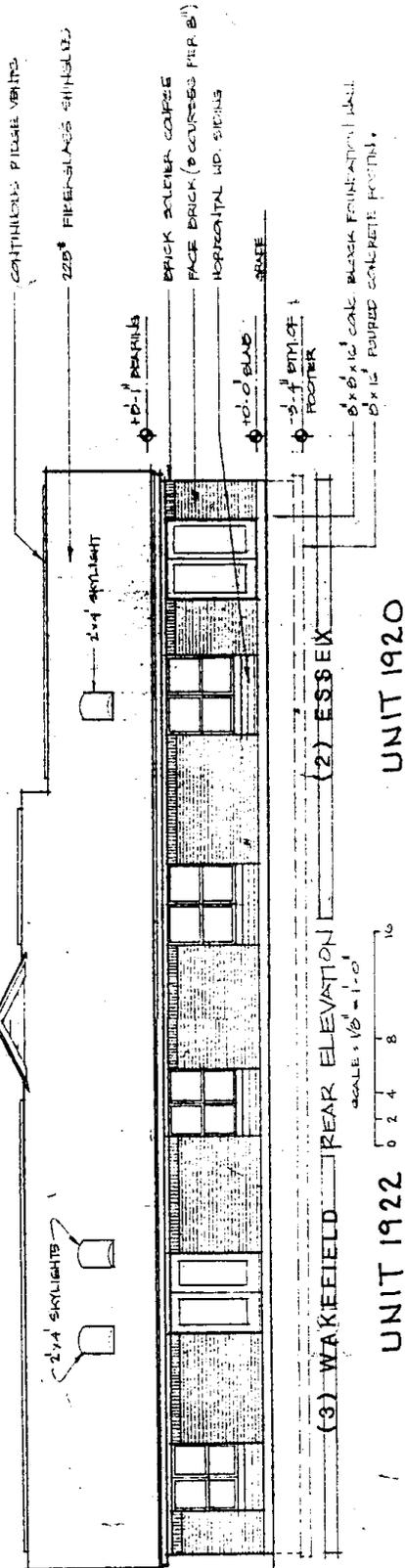
EXHIBIT H (V)



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AUDITOR

UNIT 1920 AND  
UNIT 1922  
NORTHWOOD LAKES  
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SECTION ONE

EXHIBIT H (v)



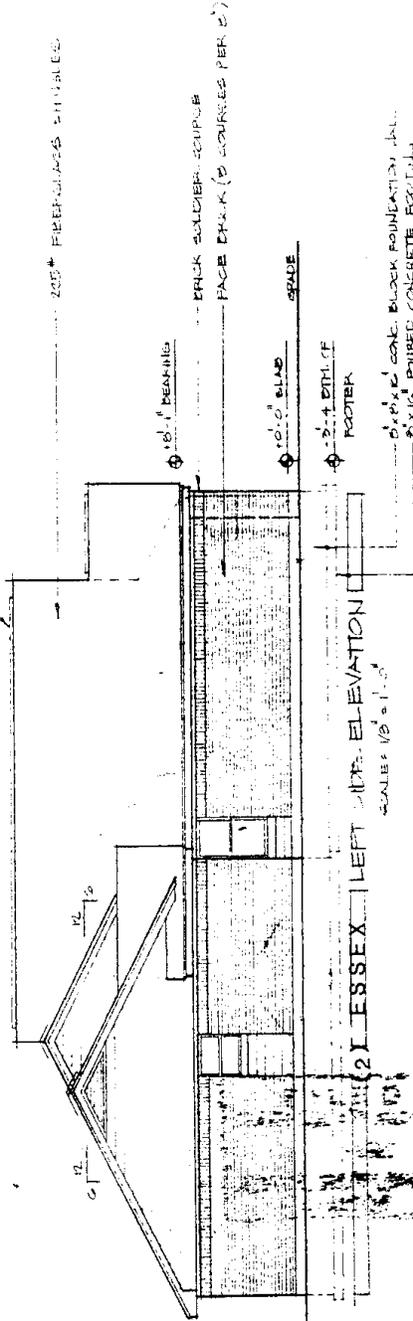
UNIT 1922

UNIT 1920

REAR ELEVATION

(2) ESSEX

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



UNIT 1920

UNIT 1920

LEFT SIDE ELEVATION

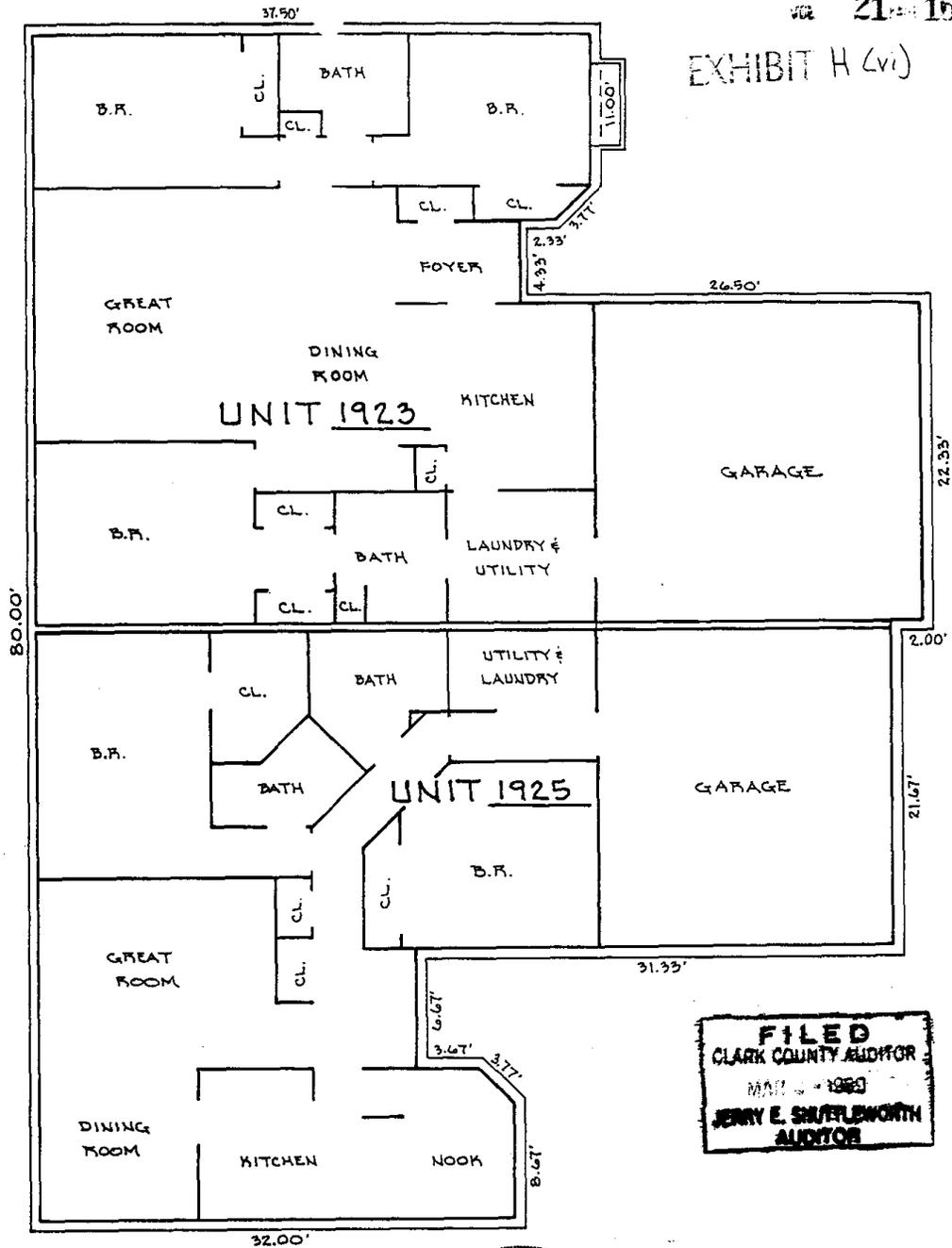
(2) ESSEX

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

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UNIT 1922  
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EXHIBIT H (vi)



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**UNIT 1923 AND  
 UNIT 1925**

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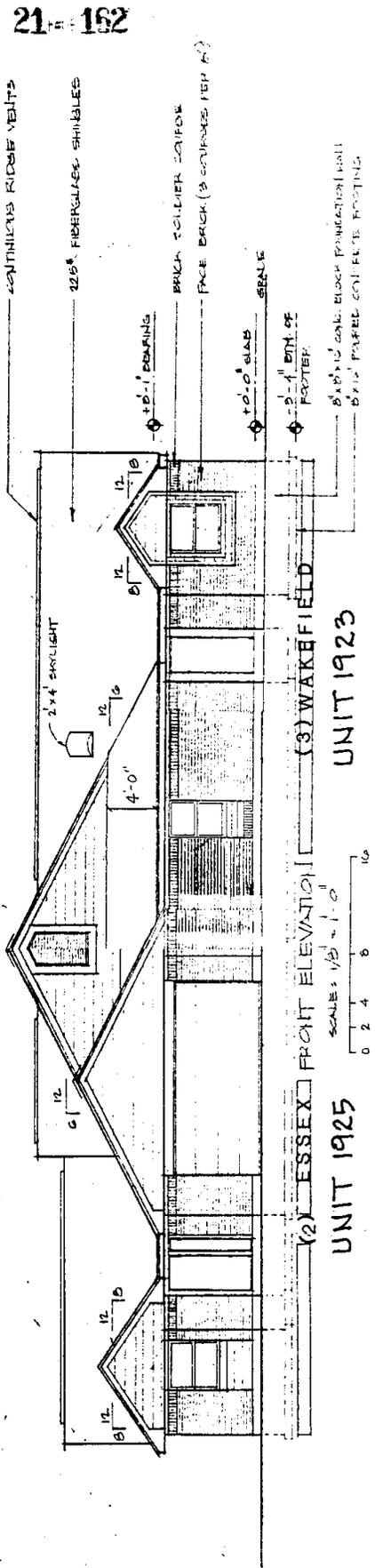
TERRY A. HOPPES, PS NO. 6352



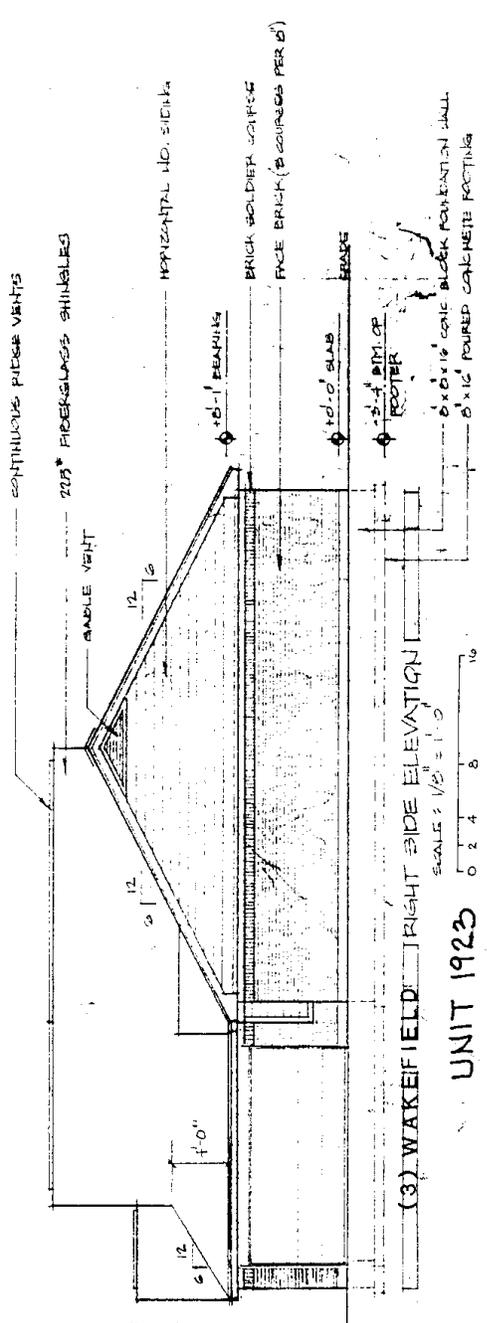
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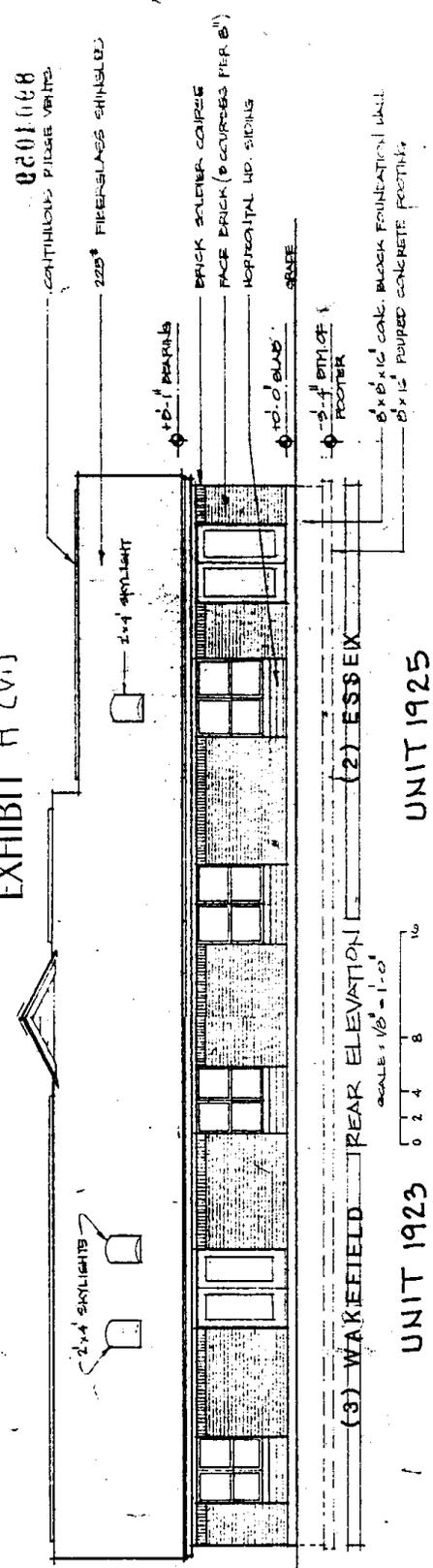


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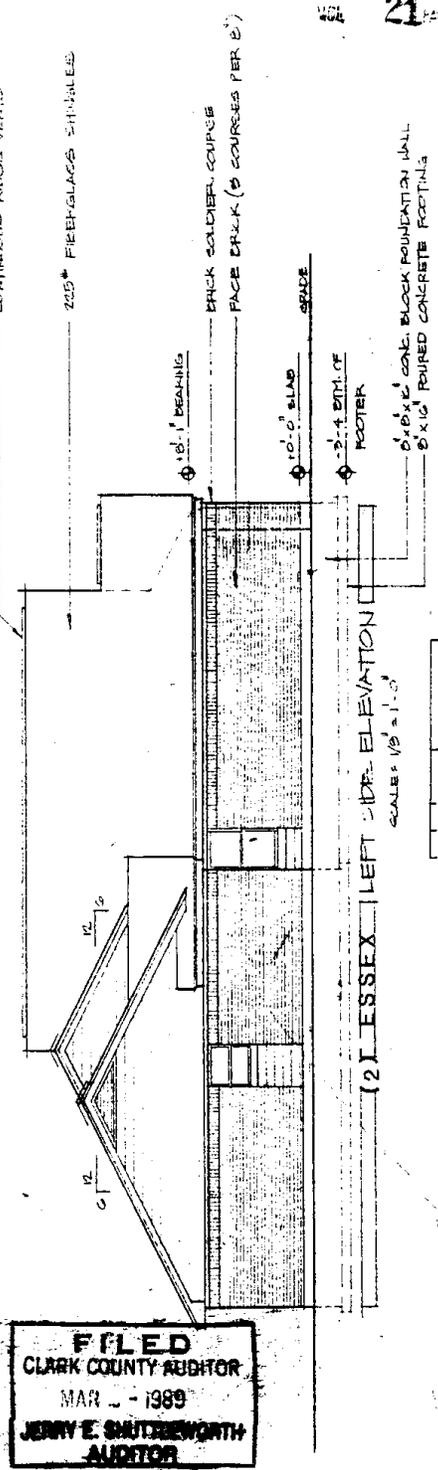


UNIT 1923 AND  
 UNIT 1925  
 NORTHWOOD LAKES  
 CONDOMINIUM  
 SECTION ONE

EXHIBIT H (vi)



(3) WAKEFIELD REAR ELEVATION (2) ESSEX  
 SCALE: 1/8" = 1'-0"  
 UNIT 1923      UNIT 1925



(2) ESSEX LEFT SIDE ELEVATION  
 SCALE: 1/8" = 1'-0"  
 UNIT 1925

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