

012-1001

27519

1997 DEC 22 PM 2:36
202
LARRY B. MORRIS
GREENE CO. RECORDER
XENIA, O.

DECLARATION AND BYLAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

CERTIFICATE OF AUDITOR

Dec. 22, 1997

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

Luwanna R. Delaney
Greene County Auditor *wld*

VOL 1153 PG 365

TRANSFERRED
PER 319.20 O.R.C.

97 DEC 22 PM 2:10

FEE EXEMPT ✓
LUWANNA A. DELANEY
GREENE COUNTY AUDITOR

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

DECLARATION INDEX

ITEM	PAGE
RECITALS	1
DEFINITIONS	1
THE PLAN	2
THE LAND (ARTICLE I)	2
NAME (ARTICLE II)	2
PURPOSES; RESTRICTIONS (ARTICLE III)	2
Purposes (Section 1)	2
Restrictions (Section 2)	2
(a) Unit Uses	2
(b) Common Areas Uses	3
(c) Limited Common Areas Uses	3
(d) Visible Areas	3
(e) Offensive Activities	3
(f) Vehicles	3
(g) Renting and Leasing	3
(h) Signs	4
(i) Replacements	4
(j) Structural Integrity	4
(k) Construction in Easements	4
(l) Animals	4
(m) Conveyances	4
(n) Discrimination/Handicapped Accommodation	4
(o) Architectural Control	5
(p) Rules and Regulations	5
(q) Golf Course Restrictions; Limitations	5
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	5
Residential Buildings (Section 1)	5
Other (Section 2)	5
UNITS (ARTICLE V)	5
Unit Designations (Section 1)	5
Composition of Units (Section 2)	6
(a) Unit Composition	6
(b) Unit Types, Sizes, Locations and Components	6
COMMON AND LIMITED COMMON AREAS (ARTICLE VI)	6
Common Areas - Description (Section 1)	6
Limited Common Areas - Description (Section 2)	7
Undivided Interest (Section 3)	7
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	7
Establishment of Association (Section 1)	7
Membership (Section 2)	7
Voting Rights (Section 3)	7
Board of Trustees (Section 4)	7
AGENT FOR SERVICE (ARTICLE VIII)	7
MAINTENANCE AND REPAIR (ARTICLE IX)	7
Association Responsibility (Section 1)	7
Individual Responsibility (Section 2)	8
UTILITY SERVICES (ARTICLE X)	8

VOL 1153 PG 366

<u>ITEM</u>	<u>PAGE</u>
INSURANCE; LOSSES (ARTICLE XI)	8
Fire and Extended Coverage Insurance (Section 1)	8
Liability Insurance (Section 2)	9
Fidelity Coverage (Section 3)	9
Hazard Insurance Carrier (Section 4)	9
Other Association Insurance (Section 5)	9
Insurance Representative; Power of Attorney (Section 6)	9
Unit Owners' Insurance (Section 7)	10
Sufficient Insurance (Section 8)	10
Insufficient Insurance (Section 9)	10
Lender Requirements (Section 10)	10
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION (ARTICLE XII)	10
Restoration of Substantial Damage or Destruction (Section 1)	10
Election Not to Restore; Termination (Section 2)	10
Rehabilitation and Renewal (Section 3)	11
CONDEMNATION (ARTICLE XIII)	11
Standing (Section 1)	11
Use of Proceeds (Section 2)	11
Insufficient Proceeds (Section 3)	11
Non-Restorable Unit (Section 4)	11
Power of Attorney (Section 5)	11
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	12
Easements of Enjoyment; Limitations (Section 1)	12
Right of Entry for Repair, Maintenance and Restoration (Section 2)	12
Easements for Encroachments (Section 3)	12
Easement for Support (Section 4)	12
Easements for Proper Operations (Section 5)	12
Easement for Services (Section 6)	12
Easements Reserved to Declarant (Section 7)	12
Golf Course Easement (Section 8)	13
General (Section 9)	13
Power of Attorney (Section 10)	13
ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS (ARTICLE XV)	13
Types of Assessments (Section 1)	13
Purpose of Assessments (Section 2)	13
Elements- Apportionment: Due Dates (Section 3)	13
(a) Operating Assessments	13
(b) Special Assessments for Capital Improvements	15
(c) Special Individual Unit Assessments	15
Effective Date of Assessment (Section 4)	15
Effect of Nonpayment of Assessment; Remedies of the Association (Section 5)	15
Subordination of the Lien to First Mortgages (Section 6)	16
Certificate Regarding Assessments (Section 7)	16
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVI)	17
General (Section 1)	17
Deposits (Section 2)	17
Association Control (Section 3)	17
Limited Warranties (Section 4)	17
Declarant's Obligations (Section 5)	17
Unit Owners' Rights and Obligations (Section 6)	17

VOL 1 / 53PG367

<u>ITEM</u>	<u>PAGE</u>
EXPANSIONS (ARTICLE XVII)	17
Reservation of Expansion Option (Section 1)	17
Limitations on Option (Section 2)	17
Maximum Expansion Time (Section 3)	17
Legal Description (Section 4)	17
Composition of Portions Added (Section 5)	17
Time for Adding Portions (Section 6)	18
Improvement Location Limitations (Section 7)	18
Maximum Number of Units (Section 8)	18
Non-Residential Uses (Section 9)	18
Compatibility of Structures (Section 10)	18
Improvements Other than Structures (Section 11)	18
Types of Units (Section 12)	18
Limited Common Areas (Section 13)	18
Amenity Facilities (Section 14)	18
Supplementary Drawings (Section 15)	18
Procedures for Expansion (Section 16)	18
Effects of Expansion (Section 17)	19
NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS (ARTICLE XVIII)	19
Notices (Section 1)	19
Voting Rights (Section 2)	20
AMENDMENTS (ARTICLE XIX)	20
Power to Amend (Section 1)	20
Method to Amend (Section 2)	21
GENERAL PROVISIONS (ARTICLE XX)	21
Covenants Running With the Land (Section 1)	21
Actions (Section 2)	21
Severability (Section 3)	21
Gender and Grammar (Section 4)	22
Captions (Section 5)	22
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY	EXHIBIT A
SKETCH PLOT PLAN, CONDOMINIUM PROPERTY	EXHIBIT B
UNIT INFORMATION SHEET	EXHIBIT C
TYPE INFORMATION SHEET	EXHIBIT D
LEGAL DESCRIPTION, ADDITIONAL PROPERTY	EXHIBIT E
SKETCH PLOT PLAN, ENTIRE TRACT	EXHIBIT F

VOL 1153 PG 368

DECLARATION

This is the Declaration of Crossings at Canterbury Trails Condominium made on or as of the 19th day of December, 1997, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Crossings at Canterbury, Ltd., an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.
2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Crossings at Canterbury Trails Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).
3. "Association" and "Crossings at Canterbury Trails Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.
4. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.
5. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.
6. "Common Areas" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Condominium Act.
7. "Condominium" and "Crossings at Canterbury Trails Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.
8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.
9. "Condominium instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."
10. "Condominium organizational documents" means the Articles, the Bylaws, the Drawings, and this Declaration.
11. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.
12. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

VOL 1153 PG 369

14. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

15. "Eligible mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

16. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

17. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit owner.

18. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

19. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

20. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

21. "Unit owner" and "Unit owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Beavercreek, Greene County, Ohio, and consisting of 1.563 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "Crossings at Canterbury Trails Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Areas and the well being of Unit owners and occupants; and to establish a Unit owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

- (a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster

home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes, provided, that Declarant may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a two year period of time from the time of the closing of the first sale of a Unit in the property so added; and (iii) one or more Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Areas, including the Limited Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect. In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Condominium for owner-occupant residential financing, and to maintain the character of the Condominium as primarily a housing community for owner-occupants, the Board, from time to time, may adopt rules limiting or restricting the number of Units in the Condominium that may be rented, provided, that no such rule shall

VOL 1 | 53 PG 371

VOL 115 PG 372

limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Declarant or such successor.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Units.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

(k) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (ii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Area will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Area by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to

afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(o) Architectural Control. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Areas unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board.

(p) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, ~~the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property.~~ A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

(q) Golf Course Restrictions: Limitations. All property adjacent to Beaver Creek Golf Club, and all Units, Unit owners, and the Association, are subject to the following limitations and restrictions:

(i) Each Unit owner and the Association acknowledge and assume the inherent risks associated with the location of the adjacent golf course and hereby waive the right to claim damages from the City of Beavercreek and its authorized operators, officers, representatives, employees and agents, for damages arising by reason of errant golf balls, or by reason of the development, maintenance or operation of the adjacent golf course and its facilities, including without limitation, that caused by golfers, golf balls, golf carts, and maintenance of the golf course.

(ii) Units owners and the Association shall indemnify and hold harmless the City of Beavercreek and its authorized operators, officers, representatives, employees and agents from any and all claims by any Unit owner, occupant, invitee, guest, personal representative, successors or assigns arising by reason of the development, maintenance or operation of the adjacent golf course.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There are two residential buildings a part of the Condominium, each containing four dwelling units, making a total of eight (8) dwelling units. The residential buildings are of traditional architectural style, ranch type, with quadplex layout, so that the front of each dwelling unit in the building faces in a different direction, and so that the garage spaces in the building adjoin at the center of the building. Each dwelling unit has an attached one or two car garage and either a patio area or a screened or enclosed porch. The buildings are of traditional architectural style with wood frame construction on concrete slabs, with brick or stone and wood siding, and fiberglass shingle roofs. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick, stone, fiberglass shingle, and drywall. The residential buildings are located as shown on the Drawings.

Section 2. Other. Also a part of the Condominium are private drives and parking areas, a drainage water spillway, and green and landscaped areas.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called "a Unit", is designated by a four digit number, corresponding with the present numerical portion of the street address of that Unit (the Unit's "Unit designation"). The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

VOL 1 | 53 PG 373

VOL 1153P6374

Section 2. Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space, including space in the attached garage and space in the screened porch, if any. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

- (1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;
- (2) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;
- (3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;
- (4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;
- (5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;
- (6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and
- (7) the portion of fireplaces, if any, actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior; and
- (8) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

- (i) any supporting element of the building contained in interior walls;
- (2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and
- (3) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Unit are shown on the attached Exhibit D. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to a Common Area, which leads directly to Beaver Valley Road, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "limited common areas" on the Drawings, are Limited Common Areas. In the case of each Unit, the Limited Common Areas consist of the parking space or spaces in front of that Unit's garage and, in the case of Units without a screened or enclosed porch, a patio area. Each such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit it is described, designed or designated to serve.

Section 3. Undivided Interest. The undivided interest in the Common Areas of each Unit is shown on the attached Exhibit C, and, in each case, is based on a par value for each type of Unit that is set forth on Exhibit D. These par values have been assigned on the basis of various factors, including average fair market values, replacement costs, repair costs, relative sizes, fairness and simplicity. Undivided interests have been adjusted at thousandths of a percent, in Declarant's discretion, so that the total of undivided interests equals exactly 100.000%. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit owners' association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit owner and 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, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Trustees. The number and composition, and the authority, rights and responsibilities, of the Board of Trustees shall be as provided in the Bylaws.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, the Association's "Statutory Agent", and that person's residence or place of business, which is in the State of Ohio, is:

Steven P. Wathen
2789 Torrey Pines
Beavercreek, Ohio 45324

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas, including the Limited Common Areas, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Areas or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common Areas, including the Limited Common Areas. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

VOL 1 / 53PG375

VOL 1 153PG376

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and perform cleaning and housekeeping with respect to Limited Common Areas appurtenant to that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit owner shall fail to make a repair or perform maintenance required of that Unit owner, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit owner and on that Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE: LOSSES

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas, the Limited Common Areas, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the Condominium Property, or, if the policy does not include an "all risks" endorsement, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

- (a) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;
- (b) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);
- (c) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;
- (d) be written in the name of the Association for the use and benefit of the Unit owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit owners;
- (e) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide

that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit owner and each such Unit owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(f) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

(g) be paid for by the Association, as a common expense;

(h) contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners;

(i) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit owners who are not under the control of the Association; and

(j) be primary, even if a Unit owner has other insurance that covers the same loss.

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a commercial policy of general liability insurance covering all of the Common Areas, public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Trustees, and the Unit owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

Section 3. Fidelity Coverage. From and after such time as Declarant no longer controls the Association, the Board shall obtain and maintain, at the Association's cost and as a common expense, fidelity insurance providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the policy is in force. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a policy of fidelity insurance providing coverage no less than that required of the Association, which insurance policy names the Association as an additional obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any

VOL 1153PG377

successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor, provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 10. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In

the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Areas.

Section 3. Rehabilitation and Renewal. The Association, by vote of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, at a duly called and noticed meeting called specifically for the purpose of determining if the Condominium is obsolete in whole or in part and whether or not to have the same renewed and rehabilitated, and the consent of eligible mortgagees hereinafter provided, may so determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. The Condominium shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, replacing infrastructure, or repaving, items which shall be determined solely by the Board.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Unit owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible mortgagees hereinafter provided.

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Areas.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 5. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as his, her or its attorney-in-fact to represent that Unit

VOL 1 153PG379

owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from his, her or its Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas and the Limited Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit owner shall be deemed to have delegated that Unit owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Areas, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the owners or occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.

Section 3. Easements for Encroachments. Each Unit and the Common Areas and Limited Common Areas shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Areas and Limited Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by owners and occupants.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas and Limited Common Areas (a) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that

VOL 115 Pg 380

access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) for the initial sales and rental period, but for no longer than two years from the time of the closing of the first sale of a Unit to a bona fide purchaser, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded (the Additional Property) for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. The Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right so long as it or its successors control the Condominium Property or the Association, to extend utility lines from the Common Areas onto the Additional Property, and thereafter to service and maintain the same.

The rights and easements reserved to Declarant, its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and occupants of Units.

Section 8. Golf Course Easement. The Common Areas and Limited Common Areas shall be subject to an easement permitting the City of Beavercreek and its authorized operators, officers, representatives, employees and agents of the adjacent golf course and any golf course user to, at reasonable times and in a reasonable manner, come on to the Common Areas and Limited Common Areas to retrieve errant golf balls.

Section 9. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided here in shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

Section 10. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Elements- Apportionment- Due Dates.

(a) Operating Assessments.

(1) Prior to the time any Unit owner is to be charged assessments by the Association, and in any event within sixty (60) days after the first closing of the sale of a Unit by Declarant, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and their owners on the basis of the undivided

VOL 153 PG 381

VOL 1 / 53 PG 382

interest of each Unit in the Common Areas, common expenses of the Association, consisting of the following:

- a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;
- b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;
- c. that period's estimated costs for utility services not separately metered or charged to Unit owners;
- d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated assessments on all Units;
- e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- f. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the annual operating assessment for a Unit shall be due the first day of each month.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

(5) If assessments collected during any such period are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(6) So long as the Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association at or prior to the time Unit owners other than Declarant control the Association. Each Unit's share of the working capital reserve fund shall be collected either at the time the sale of the Unit is closed or when control of the Association is vested in Unit owners other than Declarant, whichever is earlier, without prejudice to Declarant's right to recover its contribution from purchasers of Units from Declarant subsequent to such vesting of control.

(b) Special Assessments for Capital Improvements.

(1) In addition to the operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible mortgagees hereinafter provided.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit owners.

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, and the owner or owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, and a Unit owner's interest, late charges, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment: Remedies of the Association.

(a) If any installment or portion of an installment of an assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any installment or portion of an installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such assessment is made.

(d) At any time after any assessment, an installment of an assessment, or portion of an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, and costs, including attorney fees, may be filed with the recorder of the

VOL 1 | 53 PG 383

VOL 1 | 53 PG 384

county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

(e) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the court of common pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring or join in an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(i) No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

(j) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium Act and institutional mortgagees require that certain information and lawfully binding obligations be set forth in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information and obligations be provided in this Declaration, various items of that information and of those obligations are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the rate of at least four percent per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act.

Section 4. Limited Warranties. Declarant provides to each purchaser of a Unit from it certain limited warranties which are described in a development statement provided to each purchaser at or prior to the time the purchaser enters into a contract to purchase a Unit.

Section 5. Declarant's Obligations. Declarant will be vested with the rights and be subject to the duties of a Unit owner in its capacity as owner of Units not yet sold, set forth herein, or in any other Condominium instrument, or established by law, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

Section 6. Unit Owners' Rights and Obligations. Each Unit owner will be vested with the rights and be subject to the duties of a Unit owner set forth herein, or in any other Condominium instrument, or established by law, during the time of that owner's ownership of a fee simple interest in a Unit.

ARTICLE XVII

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit owners other than it, may extend its option to expand the Condominium Property for an additional seven (7) years, if it exercises its right to so renew within six months prior to the expiration of that initial seven (7) year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Description. A legal description, by metes and bounds, of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium is attached hereto and marked "Exhibit E", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article and provided, further, that all improvements in the Additional Property added to the Condominium Property shall be substantially completed prior to the

VOL 1 | 53PG385

addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is eighty-eight (88), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, types or mix of types of dwelling units in a building, variances in setbacks or locations of structures in relation to other improvements, or minor changes in size, design or finish detail.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and, except as noted in Section 14 of this Article, no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types, notwithstanding changes in interior layout, or minor changes in design or finish detail, or in size.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas therein of substantially the same type and size as those areas now so designated as such. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Amenity Facilities. Declarant reserves the right to add to the Condominium, from the Additional Property, as Common Areas, an outdoor swimming pool, of size approximately 18' x 26', and a community building containing approximately 1800 square feet. Any such facilities, if built and added to the Condominium, will be built of materials compatible with other improvements in the Condominium. In any event, Declarant makes no representation that it will add amenity facilities to the Condominium.

Section 15. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 16. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act.

VOL 1153 PG 386

Section 17. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the appropriate county recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Areas and Limited Common Areas in property added to the Condominium (i) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, but for no longer than two years from the time of closing of the first sale of a Unit in that property added to a bona fide purchaser, to maintain and utilize one or more of those Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that owner or owners;

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated on the basis of par values for each type of Unit, as set forth on Exhibit D, so that the undivided interest of each Unit of each type added shall be the same as each other Unit of that type, and so that the undivided interest of a Unit of one type to one of another type is in the same ratio as those interests are with respect to the Units initially a part of the Condominium, subject to the right of Declarant to make adjustments of thousandths of a percent so that the total of all interests equals precisely 100%; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

Notwithstanding the foregoing, for administrative convenience, assessments with respect to Units added to the Condominium shall not commence until the calendar month next following the calendar month in which the amendment adding those Units is recorded with the appropriate County Recorder.

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any eligible mortgagee, upon written request to the Association (which request states the name and address of such eligible mortgagee and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium organizational documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens; or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Areas; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Areas (including the Limited Common Areas), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Areas or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit owner's right to sell or transfer that owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an eligible mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders.

VOL 1153 PG 387

insurers, or guarantors. No addition to, change in, or amendment of the Condominium organizational documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an eligible mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium organizational documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium organizational documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which eligible mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of eligible mortgagees of Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium property, shall be taken without the consent of eligible mortgagees of Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible mortgagees appertain.

ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium organizational documents) shall, in addition to the consents required of eligible mortgagees, if any, as hereinbefore provided, require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

- (i) the boundaries of any Unit;
- (ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;
- (iii) the number of votes in the Association appertaining to any Unit or
- (iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium;

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of eligible mortgagees is obtained (if required), or (ii) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit

owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and

(d) in any event, there is reserved to the Association, through its Board, from and after such time as Declarant no longer owns any Unit, the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to the Association, through its Board, a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by the Board), to amend the Condominium organizational documents to the extent necessary to correct typographical or factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor.

An eligible mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit owners and eligible mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the auditor and recorder of the county in which the Condominium Property is located.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its Trustees, officers, or other representatives, shall be liable to any Unit owner or occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit owner, occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Trustee, officer or other representative. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant that cannot be settled by agreement between them, no Unit owner or Unit Owners shall institute legal proceedings against the Association without first submitting the dispute to arbitration in accordance with and pursuant to the provisions of the arbitration law of the State of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting

VOL 1 / 53 PG 389

VOL 153 PG 390

language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this ____ day of December, 1997 .

Signed and acknowledged by all in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

Maricie B. Wademan
(Print Name) Maricie B. Wademan

By Equity Residential Development Corporation,
managing member,
an Ohio corporation

Dana Harrington
(Print Name) Dana Harrington

By Steven Wathen
Steven Wathen, Vice President

STATE OF OHIO
COUNTY OF Franklin, SS:

This instrument was acknowledged before me by Steven Wathen, the Vice President of Equity Residential Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 17th day of December, 1997 .

Dana Harrington
Notary Public



DANA HARRINGTON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Oct. 31, 2001

EXHIBIT A

DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Condominium Property
(1.563 Acres)

Situate in Section 23, Township 3, Range 7 M.Rs., City of Beavercreek, County of Greene, State of Ohio, and being part of Lots 1 & 2 of Canterbury Trails Section Four as recorded in Plat Cabinet 30, Pages 453 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northeast corner of said Canterbury Trails Section Four;

thence along said east line of said Canterbury Trails Section Four the following two (2) courses:

- 1) South thirty-nine degrees twenty-five minutes thirty-four seconds East (S39°25'34"E) for seven hundred ninety-four and 20/100 feet (794.20');
- 2) thence South fifty degrees thirty-nine minutes thirty seconds East (S50°39'30"E) for three hundred eighty-seven and 37/100 feet (387.37') to a point in the west right-of-way line of Beaver Valley Road;

thence along said west right-of-way line of Beaver Valley Road, the following five (5) courses:

- 1) on a non-tangent curve to the right with a radius of nine hundred thirty-four and 93/100 feet (934.93') for an arc distance of thirteen and 86/100 feet (13.86'), [chord bearing South forty-five degrees fourteen minutes fifty-four seconds East (S45°14'54"E) for thirteen and 86/100 feet (13.86'), delta angle of said curve being no degrees fifty minutes fifty-eight seconds (0°50'58")] to a point of tangency;
- 2) South forty-four degrees forty-nine minutes twenty-five seconds East (S44°49'25"E) for twenty and 64/100 feet (20.64') to a point of curvature;
- 3) on a curve to the left with a radius of five hundred ninety-two and 96/100 feet (592.96') for an arc distance of one hundred three and 49/100 feet (103.49'), [chord bearing South forty-nine degrees forty-nine minutes twenty-five seconds East (S49°49'25"E) for one hundred three and 36/100 feet (103.36'), delta angle of said curve being ten degrees no minutes no seconds (10°00'00")] to a point of tangency;
- 4) South fifty-four degrees forty-nine minutes twenty-five seconds East (S54°49'25"E) for five and 87/100 feet (5.87');
- 5) South fifty degrees forty-four minutes seventeen seconds East (S50°44'17"E) for one hundred forty and 36/100 feet (140.36') to the TRUE POINT OF BEGINNING of the parcel herein described;

VOL 1 | 53 PG 391

EXHIBIT A (Continued)

DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Condominium Property
(1.563 Acres)

VOL 1153Pg392

thence continuing along said west right-of-way line of Beaver Valley Road the following two (2) courses:

1) on a curve to the right with a radius of three hundred fifty-one and $97/100$ feet (351.97') for an arc distance of one hundred forty-seven and $43/100$ feet (147.43'), [chord bearing South forty-two degrees forty-nine minutes twenty-five seconds East (S42°49'25"E) for one hundred forty-six and $36/100$ feet (146.36'), delta angle of said curve being twenty-four degrees no minutes no seconds (24°00'00")];

2) North fifty-nine degrees ten minutes thirty-five seconds East (N59°10'35"E) for one and $19/100$ feet (1.19') to a point in the east line of said Canterbury Trails Section 4;

thence along said east line South sixteen degrees ten minutes forty seconds East (S16°10'40"E) for one hundred thirty-eight and $49/100$ feet (138.49') to a point in the west right-of-way line of said Beaver Valley Road;

thence along said west right-of-way line on a non-tangent curve to the left with a radius of fifty-five and $00/100$ feet (55.00') for an arc distance of one hundred eight and $40/100$ feet (108.40'), [chord bearing South nine degrees thirty-five minutes fifty-three seconds West (S09°35'53"W) for ninety-one and $69/100$ feet (91.69'), delta angle of said curve being one hundred twelve degrees fifty-five minutes nineteen seconds (112°55'19")];

thence departing said right-of-way line and along a new division line, the following five (5) courses:

1) North eighty-seven degrees fifty-two minutes fifty-five seconds West (N87°52'55"W) for ninety-one and $93/100$ feet (91.93') to a point of curvature;

2) on a curve to the right with a radius of two hundred fifty and $00/100$ feet (250.00') for an arc distance of two hundred twenty-four and $35/100$ feet (224.35'), [chord bearing North sixty-two degrees ten minutes twenty-four seconds West (N62°10'24"W) for two hundred sixteen and $90/100$ feet (216.90'), delta angle of said curve being fifty-one degrees twenty-five minutes one second (51°25'01")];

3) North thirty-six degrees twenty-seven minutes fifty-four seconds West (N36°27'54"W) for sixty-seven and $47/100$ feet (67.47');

4) North fifty-three degrees sixteen minutes fifty-eight seconds East (N53°16'58"E) for ninety-nine and $16/100$ feet (99.16');

EXHIBIT A (Continued)

DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Condominium Property
(1.563 Acres)

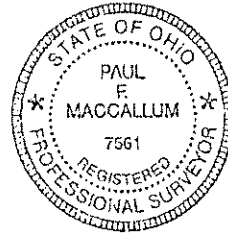
5) thence North forty-seven degrees six minutes four seconds East (N47°06'04"E) for one hundred sixty-four and 47/100 feet (164.47') to the **TRUE POINT OF BEGINNING** containing one and 563/1000 (1.563) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in Feb. 1997, with bearings based upon said Canterbury Trails Section Four.

WOOLPERT LLP

Paul MacCallum

Paul MacCallum
Ohio Professional Surveyor #7561



VOL 1153PG393

Declarant's Mailing Address: Crossings at Canterbury, Ltd.
182 East Long Street, Suite 3300
Columbus, Ohio 43215

COND01C5TJ10021A112/1597

EXHIBIT B

**CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

DECLARATION OF Condominium
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY




LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.Rs.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.563 ACRES
DECEMBER, 1997

PREPARED BY:

409 E. MONUMENT AVE.
DAYTON, OHIO 45402
613.461.6660
FAX: 613.461.0743

WOOLPERT LLP



-  DRAINAGE EASEMENT P.B. 30, PG. 453
-  UTILITY EASEMENT P.B. 30, PG. 453
-  LIMITED COMMON FOR PATIO OR PARKING

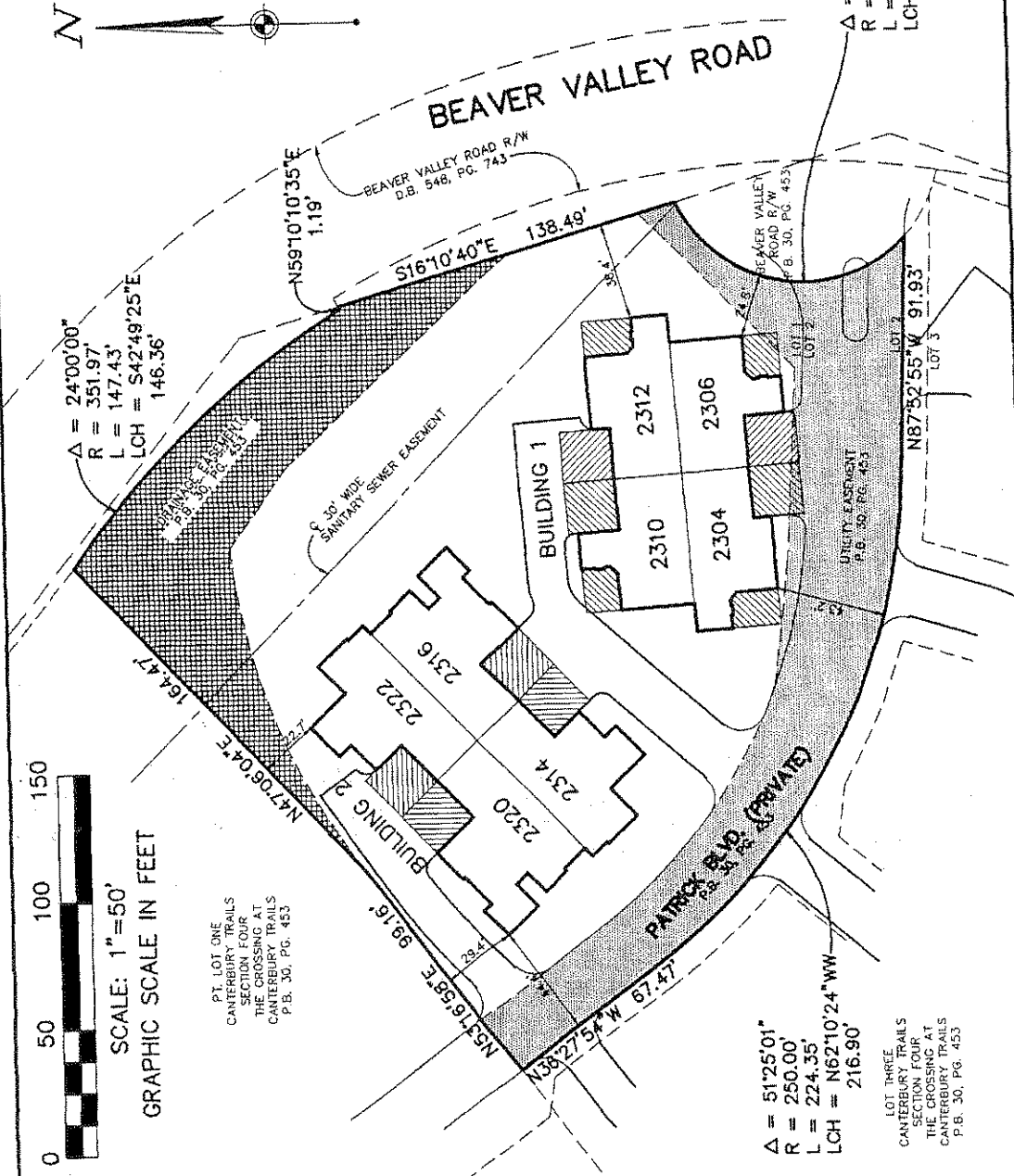
ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED
COMMON AREAS ARE COMMON AREAS
2320 = UNIT DESIGNATION (TYPICAL)

763935170A ORDER # 22507.06.037



SCALE: 1"=50'
GRAPHIC SCALE IN FEET

PT. LOT ONE
CANTERBURY TRAILS
SECTION FOUR
THE CROSSING AT
CANTERBURY TRAILS
P.B. 30, PG. 453



$\Delta = 24^{\circ}00'00''$
 $R = 351.97'$
 $L = 147.43'$
 $LCH = S42^{\circ}49'25''E$
 $146.36'$

$N59^{\circ}10'10''.35''E$
 $1.19'$

BEAVER VALLEY ROAD R/W
D.B. 546, PG. 743

BEAVER VALLEY ROAD

$S16^{\circ}10'40''E$
 $138.49'$

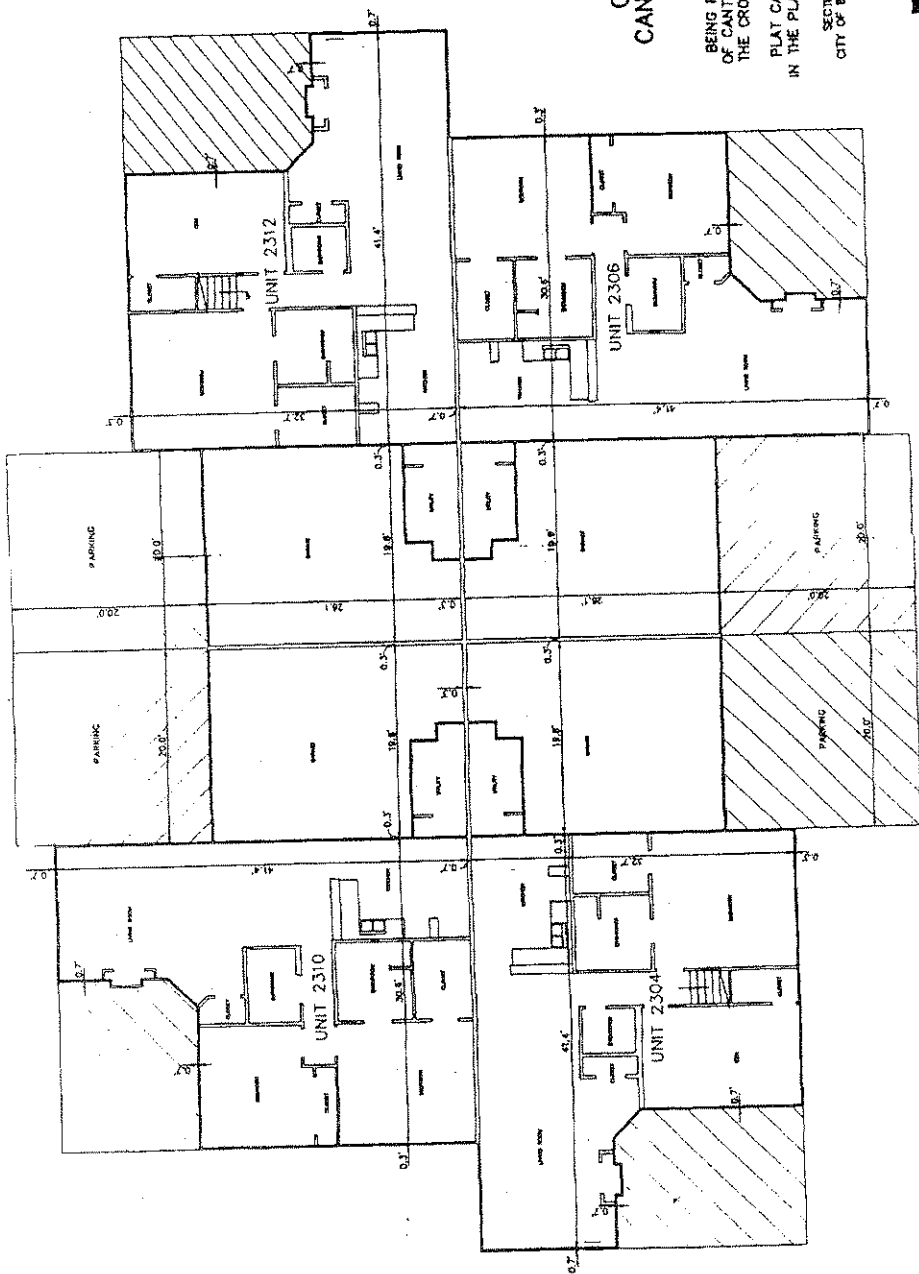
BEAVER VALLEY
ROAD R/W
P.B. 30, PG. 453

$\Delta = 112^{\circ}55'19''$
 $R = 55.00'$
 $L = 108.40'$
 $LCH = S09^{\circ}35'53''E$
 $91.69'$

$N87^{\circ}52'55''W$
 $91.93'$

$\Delta = 51^{\circ}25'01''$
 $R = 250.00'$
 $L = 224.35'$
 $LCH = N62^{\circ}10'24''W$
 $216.90'$

LOT THREE
CANTERBURY TRAILS
SECTION FOUR
THE CROSSING AT
CANTERBURY TRAILS
P.B. 30, PG. 453



**CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

THE DRAWINGS
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

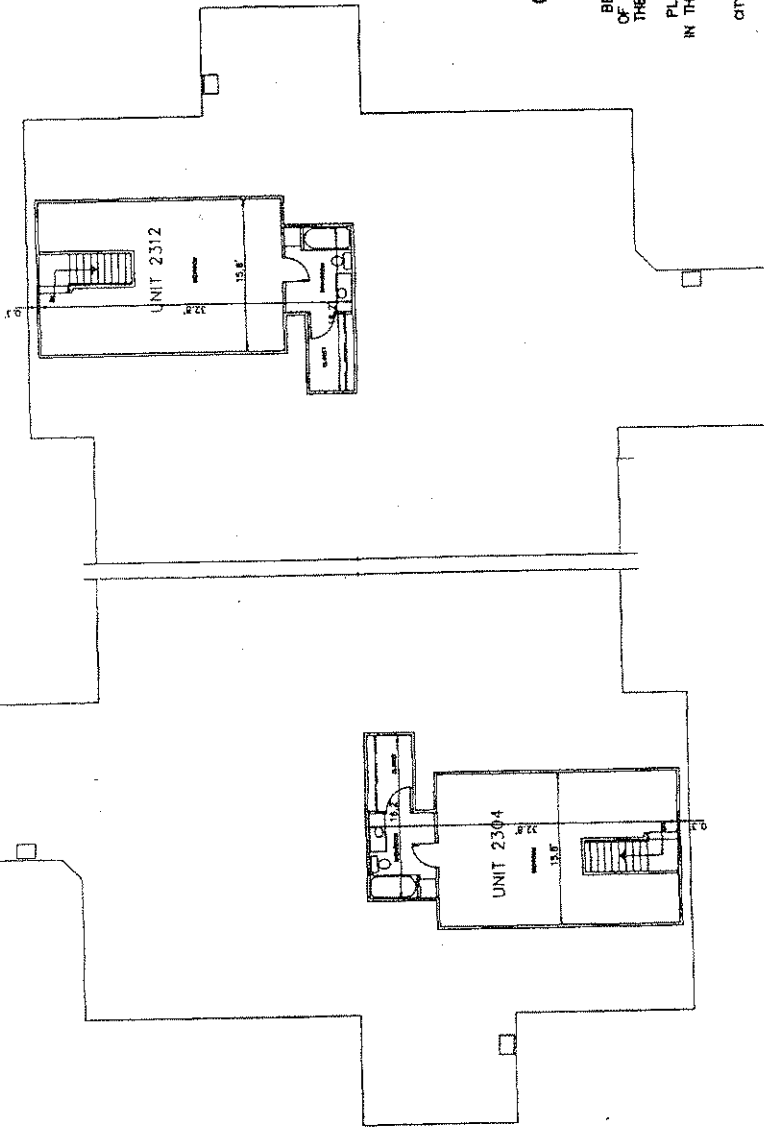
LOCATED IN RANGE 7 M.R.
SECTION 23 TOWNSHIP 10 N.
CITY OF BANGOR, GREENE COUNTY, OHIO
CONTAINING 1.583 ACRES
DECEMBER, 1997

PREPARED BY:
400 E. WASHINGTON AVE.
DAYTON, OHIO 45402
513.461.5660
FAX: 513.461.0743
WOODBERT LLP

BUILDING 1 - FIRST STORY FLOOR PLAN


NTS

VOL 1 | 53PG396



**CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**
THE DRAWINGS
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 50, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

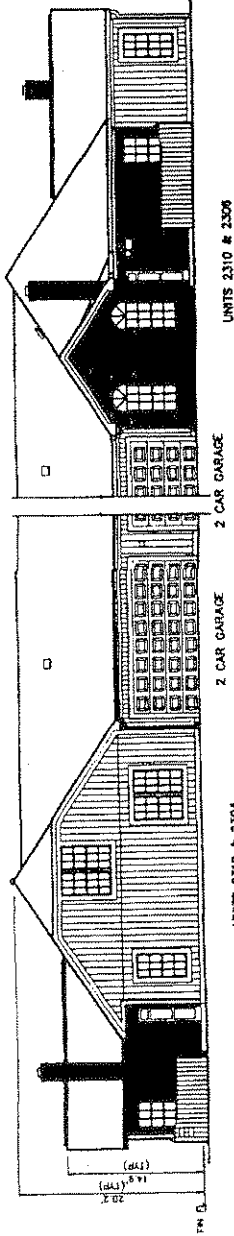
LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 N.R.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CANTERBURY TRAILS
DECEMBER, 1997

PREPARED BY:

400 E. WOODBURY AVE
DAYTON, OHIO 45402
TEL: 513.601.0743
FAX: 513.601.0743
WOLPERT LLP

BUILDING - 1 SECOND STORY FLOOR PLAN
NTS

ORDER # 23507.06.027 SHEET 3 OF 4

82-11-28 - DEC 12 1997 - 10:11:28



BUILDING 1 -- ELEVATION

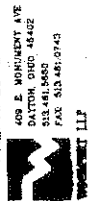
NTS

CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

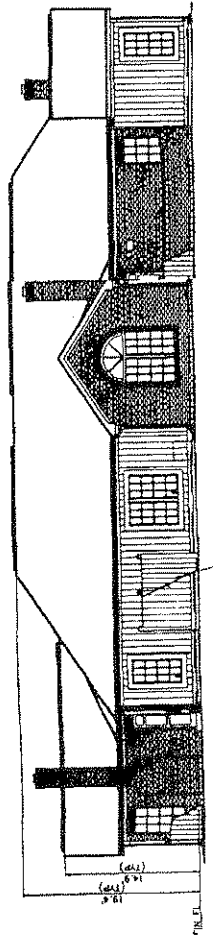
THE DRAWINGS
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS--SECTION FOUR
OF THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7, M.R. 4
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.563 ACRES
DECEMBER, 1997

PREPARED BY:



VOL 1 | 53Pg397

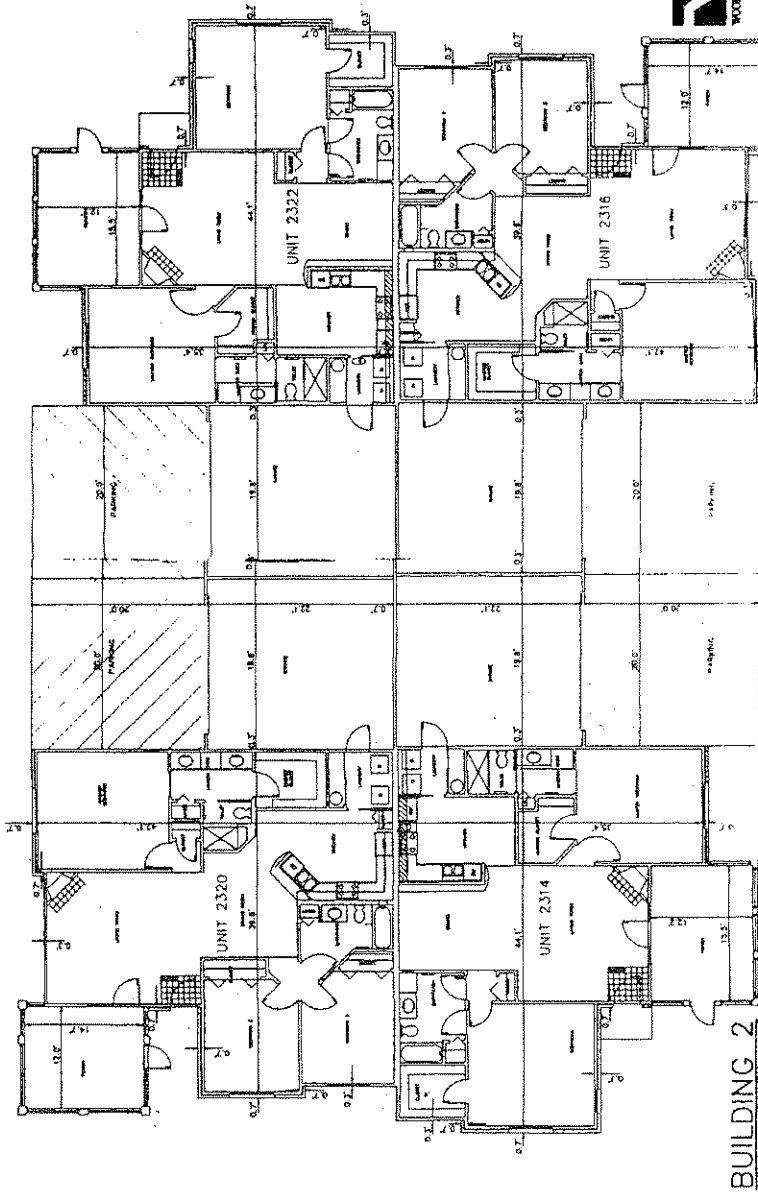


BUILDING 1 -- ELEVATION

NTS

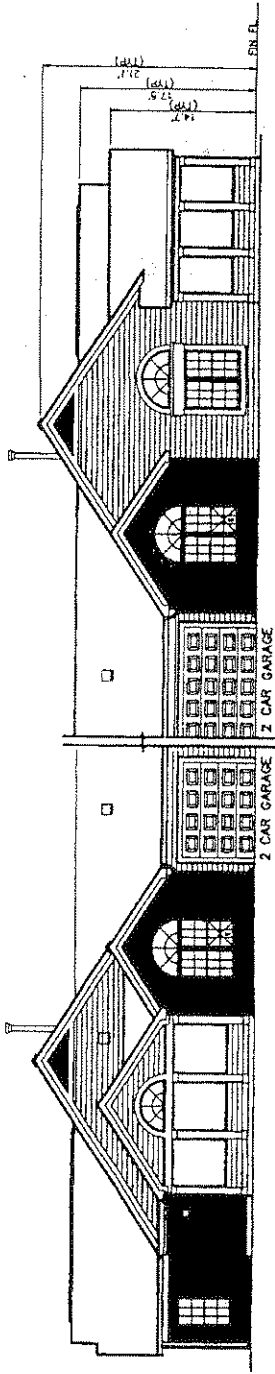
YOL 153P6398

CANTERBURY TRAILS
CONDOMINIUM
THE DRAWINGS
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 301, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY
SECTION 31, LOCATED IN
TOWNSHIP 7 N, R.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1,543 SQUARE FEET
DECEMBER, 1997



PREPARED BY:
409 E. WASHINGTON AVE
COLUMBUS, OHIO 43215
614-461-5888
FAX 614-461-0143
WOLPER LLP

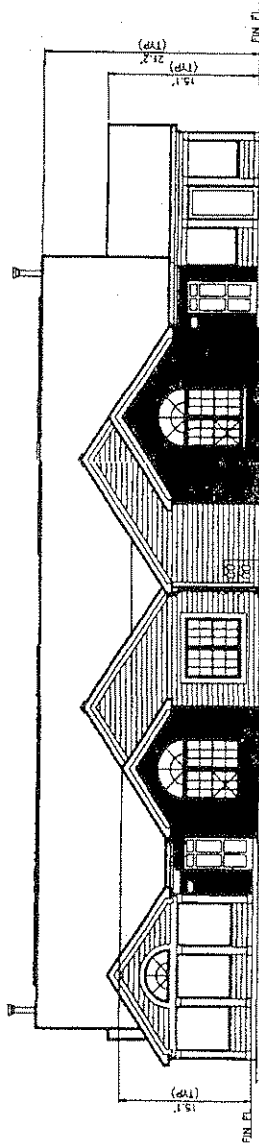
BUILDING 2
NTS



UNITS 2314 & 2320

UNITS 2318 & 2322

BUILDING 2 - ELEVATION
NTS



UNITS 2320 & 2322

UNITS 2314 & 2318

BUILDING 2 - ELEVATION
NTS

**CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

THE DRAWINGS
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAIL
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 452
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.,
CITY OF BEAVERCREEK, GREENE COUNTY, OHI
CONTAINING 1.563 ACRES
DECEMBER, 1997

PREPARED BY:

409 E. MONUMENT AVE.
DAYTON, OHIO 45402
513.481.8880
FAX 513.481.8743



66639399 VOL 1153 PG 399

EXHIBIT C
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	11.905
2306	2306 Patrick Boulevard	1	V	1.0	11.905
2310	2310 Patrick Boulevard	1	V	1.0	11.905
2312	2312 Patrick Boulevard	1	CH	1.0	11.905
2314	2314 Patrick Boulevard	2	AB	1.1	13.095
2316	2316 Patrick Boulevard	2	CA	1.1	13.095
2320	2320 Patrick Boulevard	2	CA	1.1	13.095
2322	2322 Patrick Boulevard	2	AB	1.1	13.095
				Total	<u>100.000%</u>

VOL 1153 PG 4.00

(1) Contains one car garage.

EXHIBIT D
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

- AB (Abbey) Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
- CA (Canterbury) Same as Abbey except it has a third bedroom at ground floor level.
- CH (Chateau). Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
- V (Villa). Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

VOL 1153 PG 401

EXHIBIT E

DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Condominium Property
(15.299 Acres)

VOL 1153Pg402

Situate in Section 23, Township 3, Range 7 M.R.s., City of Beaver Creek, County of Greene, State of Ohio, and being part of Lots 1 & 2 of Canterbury Trails Section Four as recorded in Plat Cabinet 30, Page 453 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the northeast corner of said Canterbury Trails Section Four;

thence along said east line of said Canterbury Trails Section Four the following two (2) courses:

- 1) South thirty-nine degrees twenty-five minutes thirty-four seconds East (S39°25'34"E) for seven hundred ninety-four and 20/100 feet (794.20');
- 2) thence South fifty degrees thirty-nine minutes thirty seconds East (S50°39'30"E) for three hundred eighty-seven and 37/100 feet (387.37') to a point in the west right-of-way line of Beaver Valley Road;

thence along said west right-of-way line of Beaver Valley Road for the following five (5) courses:

- 1) on a non-tangent curve to the right with a radius of nine hundred thirty-four and 93/100 feet (934.93') for an arc distance of thirteen and 86/100 feet (13.86'), [chord bearing South forty-five degrees fourteen minutes fifty-four seconds East (S45°14'54"E) for thirteen and 86/100 feet (13.86'), delta angle of said curve being no degrees fifty minutes fifty-eight seconds (0°50'58")] to a point of tangency;
- 2) South forty-four degrees forty-nine minutes twenty-five seconds East (S44°49'25"E) for twenty and 64/100 feet (20.64') to a point of curvature;
- 3) on a curve to the left with a radius of five hundred ninety-two and 96/100 feet (592.96') for an arc distance of one hundred three and 49/100 feet (103.49'), [chord bearing South forty-nine degrees forty-nine minutes twenty-five seconds East (S49°49'25"E) for one hundred three and 36/100 feet (103.36'), delta angle of said curve being ten degrees no minutes no seconds (10°00'00")];
- 4) South fifty-four degrees forty-nine minutes twenty-five seconds East (S54°49'25"E) for five and 87/100 feet (5.87');
- 5) South fifty degrees forty-four minutes seventeen seconds East (S50°44'17"E) for one hundred forty and 36/100 feet (140.36');

thence departing said right-of-way line and along a new division line, the following five (5) courses:

- 1) South forty-seven degrees six minutes four seconds West (S47°06'04"W) for one hundred sixty-four and 47/100 feet (164.47');
- 2) South fifty-three degrees sixteen minutes fifty-eight seconds West (S53°16'58"W) for ninety-nine and 16/100 feet (99.16');
- 3) South thirty-six degrees twenty-seven minutes fifty-four seconds East (S36°27'54"E) for sixty-seven and 47/100 feet (67.47');

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Condominium Property
(15.299 Acres)

4) on a curve to the left with a radius of two hundred fifty and 00/100 feet (250.00') for an arc distance of two hundred twenty-four and 35/100 feet (224.35'), [chord bearing South sixty-two degrees ten minutes twenty-four seconds East (S62°10'24"E) for two hundred sixteen and 90/100 feet (216.90'), delta angle of said curve being fifty-one degrees twenty-five minutes one second (51°25'01")];

5) South eighty-seven degrees fifty-two minutes fifty-five seconds East (S87°52'55"E) for ninety-one and 93/100 feet (91.93') to a point in the west right-of-way line of Beaver Valley Road;

thence along said right-of-way line the following four (4) courses:

1) on a non-tangent curve to the left with a radius of fifty-five and 00/100 feet (55.00') for an arc distance of twenty-nine and 68/100 feet (29.68'), [chord bearing South sixty-two degrees nineteen minutes nineteen seconds East (S62°19'19"E) for twenty-nine and 32/100 feet (29.32'), delta angle of said curve being thirty degrees fifty-five minutes four seconds (30°55'04")] to the west right-of-way of said Beaver Valley Road;

2) on a curve to the right with a radius of three hundred fifty-six and 97/100 feet (356.97') for an arc distance of seventy-eight and 75/100 feet (78.75'), [chord bearing South fifteen degrees twenty-one minutes twenty-four seconds West (S15°21'24"W) for seventy-eight and 59/100 feet (78.59'), delta angle of said curve being twelve degrees thirty-eight minutes twenty-three seconds (12°38'23")];

3) South sixty-eight degrees nineteen minutes twenty-five seconds East (S68°19'25"E) for one and 58/100 feet (1.58') to a point in the east line of Canterbury Trails Section Four;

thence along said east line South nineteen degrees twenty-seven minutes thirty-two seconds West (S19°27'32"W) for one hundred forty and 15/100 feet (140.15') to a point in the west right-of-way line of said Beaver Valley Road;

thence along said west right-of-way line South twenty-one degrees forty minutes thirty-five seconds West (S21°40'35"W) for two hundred sixty and 12/100 feet (260.12') to a point in the southwesterly line of said Canterbury Trails Section Four;

thence departing said right-of-way line and along the lines of said Canterbury Trails Section Four, the following six (6) courses:

1) North forty-nine degrees fifty-eight minutes sixteen seconds West (N49°58'16"W) for five hundred sixty-nine and 31/100 feet (569.31');

2) North forty-four degrees eleven minutes fourteen seconds East (N44°11'14"E) for two hundred fifty-six and 66/100 feet (256.66');

3) North thirty-six degrees forty-two minutes fifty-eight seconds West (N36°42'58"W) for three hundred thirty-seven and 61/100 feet (337.61');

4) North fifty-four degrees fifteen minutes twenty-six seconds West (N54°15'26"W) for six hundred seventy-nine and 86/100 feet (679.86');

5) North fifty-six degrees forty-nine minutes twelve seconds West (N56°49'12"W) for two hundred sixty-nine and 13/100 feet (269.13');

VOL 1 | 53 PG 403

EXHIBIT E (Continued)

DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Condominium Property
(15.299 Acres)

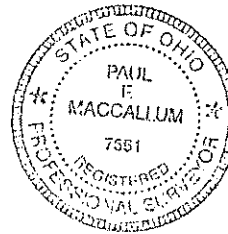
VOL 1153 PG 404

6) North twenty-five degrees forty-six minutes thirty-one seconds East (N25°46'31"E) for five hundred twenty-three and 12/100 feet (523.12') to the point of beginning, containing fifteen and 299/1000 (15.299) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert in Feb. 97, with bearings based upon said Canterbury Trails Section 4.

Woolpert LLP

Paul MacCallum
Paul MacCallum
Ohio Professional Surveyor #7561



102115376403


EXHIBIT F

CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

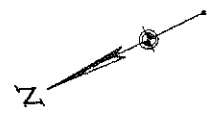
DECLARATION OF Condominium
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.563 ACRES
DECEMBER, 1997

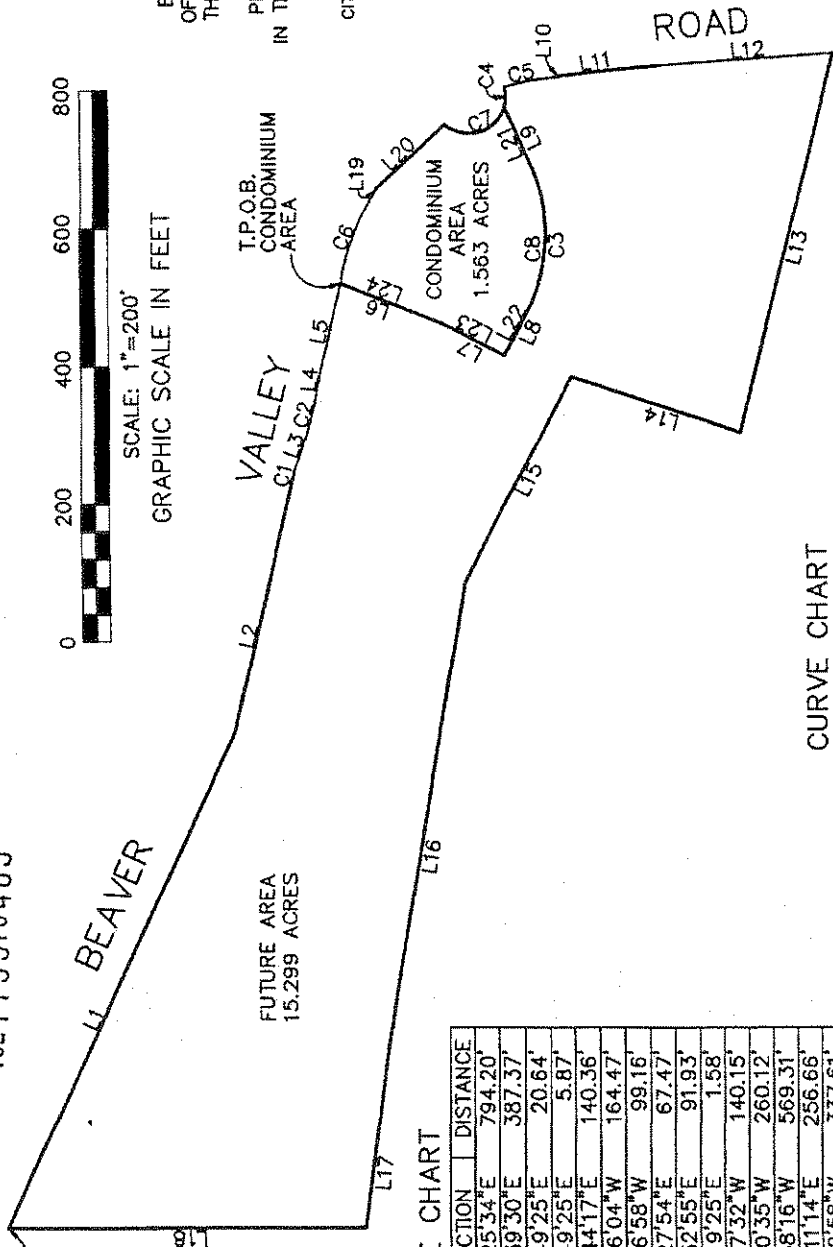
PREPARED BY:



409 E. MONUMENT AVE.
DAYTON, OHIO 45402
513.461.5660
FAX: 513.461.0743
WOOLPERT LLP



SCALE: 1"=200'
GRAPHIC SCALE IN FEET



LINE CHART

LINE	DIRECTION	DISTANCE
L1	S39°25'34"E	794.20'
L2	S50°39'30"E	387.37'
L3	S44°49'25"E	20.64'
L4	S54°49'25"E	5.87'
L5	S50°44'17"E	140.36'
L6	S47°06'04"W	164.47'
L7	S53°16'58"W	99.16'
L8	S36°27'54"E	67.47'
L9	S87°52'55"E	91.93'
L10	S68°19'25"E	1.58'
L11	S19°27'32"W	140.15'
L12	S21°40'35"W	260.12'
L13	N49°58'16"W	569.31'
L14	N44°11'14"E	256.66'
L15	N36°42'58"W	337.61'
L16	N54°15'26"W	679.86'
L17	N56°49'12"W	269.13'
L18	N25°46'31"E	523.12'
L19	N59°10'35"E	1.19'
L20	S16°10'40"E	138.49'
L21	N87°52'55"W	91.93'
L22	N36°27'54"W	67.47'
L23	N53°16'58"E	99.16'
L24	N47°06'04"E	164.47'

CURVE CHART

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	934.93'	13.86'	13.86'	S45°14'54"E	00°50'58"
C2	592.96'	103.49'	103.36'	S49°49'25"E	10°00'00"
C3	250.00'	224.35'	216.90'	S62°10'24"E	51°25'01"
C4	55.00'	29.68'	29.32'	S62°19'19"E	30°55'04"
C5	356.97'	78.75'	78.59'	S15°21'24"W	12°38'23"
C6	351.97'	147.43'	146.36'	S42°49'25"E	24°00'00"
C7	55.00'	108.40'	91.69'	S09°35'53"W	112°55'19"
C8	250.00'	224.35'	216.90'	N62°10'24"W	51°25'01"

Recorder

017142

FIRST AMENDMENT
 TO
 DECLARATION OF CONDOMINIUM CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM
 1998 JUN 18 AM 10:57
 44.00
 GREENE COUNTY AUDITOR

VOL 1214 PG 756

This first amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the 8th day of June, 1998.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

- Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
- Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 3.477 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.
- Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".
- Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
- Improvement Description. The Additional Property added to the Condominium Property hereby contains three buildings, each containing four dwelling units, a total of twelve (12) Units, and expanding the Condominium to contain a total of twenty (20) dwelling units, each of which is called a "Unit". The buildings are of traditional style, ranch type, with quadplex layout, so that each dwelling unit in a building faces in a different direction and so that the garage spaces in a building adjoin at the center of

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this First Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the First Amendment to the Drawings attached thereto, were filed with this office on 6/16, 1998.

Luzanna A. Delaney
Greene County Auditor

EXEMPT
Luzanna A. Delaney
Greene County Auditor

98 JUN 16 PM 3:38
PER 319.20 O.R.C.
TRANSFERRED

a building. Each dwelling unit has an attached one or two car garage and either a patio area or a screened veranda. The buildings are of wood frame construction on concrete slabs, with brick or stone and wood siding and fiberglass shingle roofs. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, brick, stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas.

The Additional Property added hereby also contains an approximately 18 feet by 36 feet outdoor swimming pool and a community building containing approximately 1,800 gross interior square feet. Also on the Additional Property added hereby are private drives, parking areas, and green and open areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "First Amendment to Crossings at Canterbury Trails Condominium Drawings", by a Unit designation, which is a four digit number, corresponding with the present numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage, and in the case of Units without a screened or enclosed porch, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having an equal par value of one (1.00) so that each Unit will have an equal undivided interest. All Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

VOL 1214P6757

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 8th day of June, 1998.

Signed and acknowledged in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

Douglas A. Stenger
(Print Name) Douglas A. Stenger
Mark R. Cowell
(Print Name) Mark R. Cowell

By: EQUITY RESIDENTIAL DEVELOPMENT CORPORATION, managing member,
an Ohio corporation

Robert C. Lowe
By (Print Name) Robert C. Lowe

STATE OF OHIO
COUNTY OF WARREN SS:

This instrument was acknowledged before me by Robert C. Lowe the PRESIDENT of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 8th day of June, 1998.

Connie A. Sherer
Notary Public



CONNIE A. SHERER, Notary Public
In and For The State of Ohio
My Commission Expires August 18, 1998

VOL 1214 PG 758

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-3352.

CONDOICATJ100155/15/98

EXHIBIT A

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(3.477 Acres)



DESCRIPTION OF
CROSSINGS AT CANTERBURY TRAILS
GREENE COUNTY
BEAVERCREEK, OHIO
APRIL 28, 1998

Situate in Section 23, Township 3, Range 7 MRs, City of Beavercreek, County of Greene, State of Ohio, and being part of Lot One, Lot Two and Lot Three of Canterbury Trails - Section Four the Crossings at Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 453 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at the northerly most corner of said Crossings at Canterbury Trails Condominium tract of land as recorded in Plat Cabinet Volume 30, Page 455B; and the southwesterly right-of-way line of said Beaver Valley Road;

thence departing said right-of-way line and along the northwesterly line of said Crossings at Canterbury Trails Condominium, South forty-seven degrees six minutes four seconds West ($S47^{\circ}06'04''W$) for one hundred sixty-four and $47/100$ feet (164.47');

thence along the northwesterly line of said Crossings at Canterbury Trails Condominium and said line's southwesterly extension, said extension being a new division line, South fifty-three degrees sixteen minutes fifty-eight seconds West ($S53^{\circ}16'58''W$) for one hundred sixty-four and $13/100$ feet (164.13');

thence along a new division line, South twenty-seven degrees twelve minutes twenty-seven seconds West ($S27^{\circ}12'27''W$) for thirty-seven and $91/100$ feet (37.91') to a corner of tract of land conveyed by the City of Beavercreek as recorded in Volume 888, Page 244;

thence along the lines of said City of Beavercreek land, for the following two (2) courses:

- 1) North thirty-six degrees forty-two minutes fifty-eight seconds West ($N36^{\circ}42'58''W$) for three hundred thirty-seven and $61/100$ feet (337.61');
- 2) North fifty-four degrees fifteen minutes twenty-six seconds West ($N54^{\circ}15'26''W$) for one hundred thirty-seven and $89/100$ feet (137.89');

thence departing said City of Beavercreek land and along a new division line, North forty-one degrees fifteen minutes twenty-two seconds East ($N41^{\circ}15'22''E$) for two hundred ninety-one and $08/100$ feet (291.08') to a point in a line of a tract of land conveyed to John Varner as recorded in Volume 2, Page 29;

VOL | 2 | 4 PG 759

WOOLPERT LLP
409 East Monument Avenue • Dayton, Ohio 45402-1261
937-461-5660 • Fax: 937-461-0743 • www.woolpert.com

EXHIBIT A (Continued)
FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(3.477 Acres)

Description of
Crossings at Canterbury Trails
Greene County
Beavercreek, Ohio

April 28, 1998
2

VOL 1214 PG 760

thence along the line of said John Varner land, South fifty degrees thirty-nine minutes thirty seconds East (S50°39'30"E) for two hundred twenty-five and 45/100 feet (225.45') to a point on the southwesterly right-of-way line of said Beaver Valley Road;

thence along the southwesterly right-of-way line of said Beaver Valley Road for the following five (5) courses:

- 1) on a curve to the right with a radius of nine hundred thirty-four and 93/100 feet (934.93') for an arc distance of thirteen and 86/100 feet (13.86'), [chord bearing South forty-five degrees fourteen minutes fifty-four seconds East (S45°14'54"E) for thirteen and 86/100 feet (13.86'), delta angle of said curve being no degrees fifty minutes fifty-eight seconds (0°50'58")];
- 2) South forty-four degrees forty-nine minutes twenty-five seconds East (S44°49'25"E) for twenty and 64/100 feet (20.64');
- 3) on a curve to the left with a radius of five hundred ninety-two and 96/100 feet (592.96') for an arc distance of one hundred three and 49/100 feet (103.49'), [chord bearing South forty-nine degrees forty-nine minutes twenty-five seconds East (S49°49'25"E) for one hundred three and 36/100 feet (103.36'), delta angle of said curve being ten degrees no minutes no seconds (10°00'00")];
- 4) South fifty-four degrees forty-nine minutes twenty-five seconds East (S54°49'25"E) for five and 87/100 feet (5.87');
- 5) South fifty degrees forty-four minutes seventeen seconds East (S50°44'17"E) for one hundred forty and 36/100 feet (140.36') to the point of beginning, containing three and 477/1000 (3.477) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in April of 1998, with bearings based upon said Canterbury Trails Section Four.

WOOLPERT LLP

Paul F. MacCallum

Paul F. MacCallum
Ohio Professional Surveyor #7561



Declarant's Mailing Address: Crossings at Canterbury, Ltd.
182 East Long Street, Suite 300
Columbus, Ohio 43215

**EXHIBIT B
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM
FIRST AMENDMENT
DECLARATION OF CONDOMINIUM**

BEING PART OF LOTS ONE, TWO AND THREE
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.s.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 3.477 ACRES
MAY, 1998

PREPARED BY:

409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.461.8880
FAX: 937.461.0743



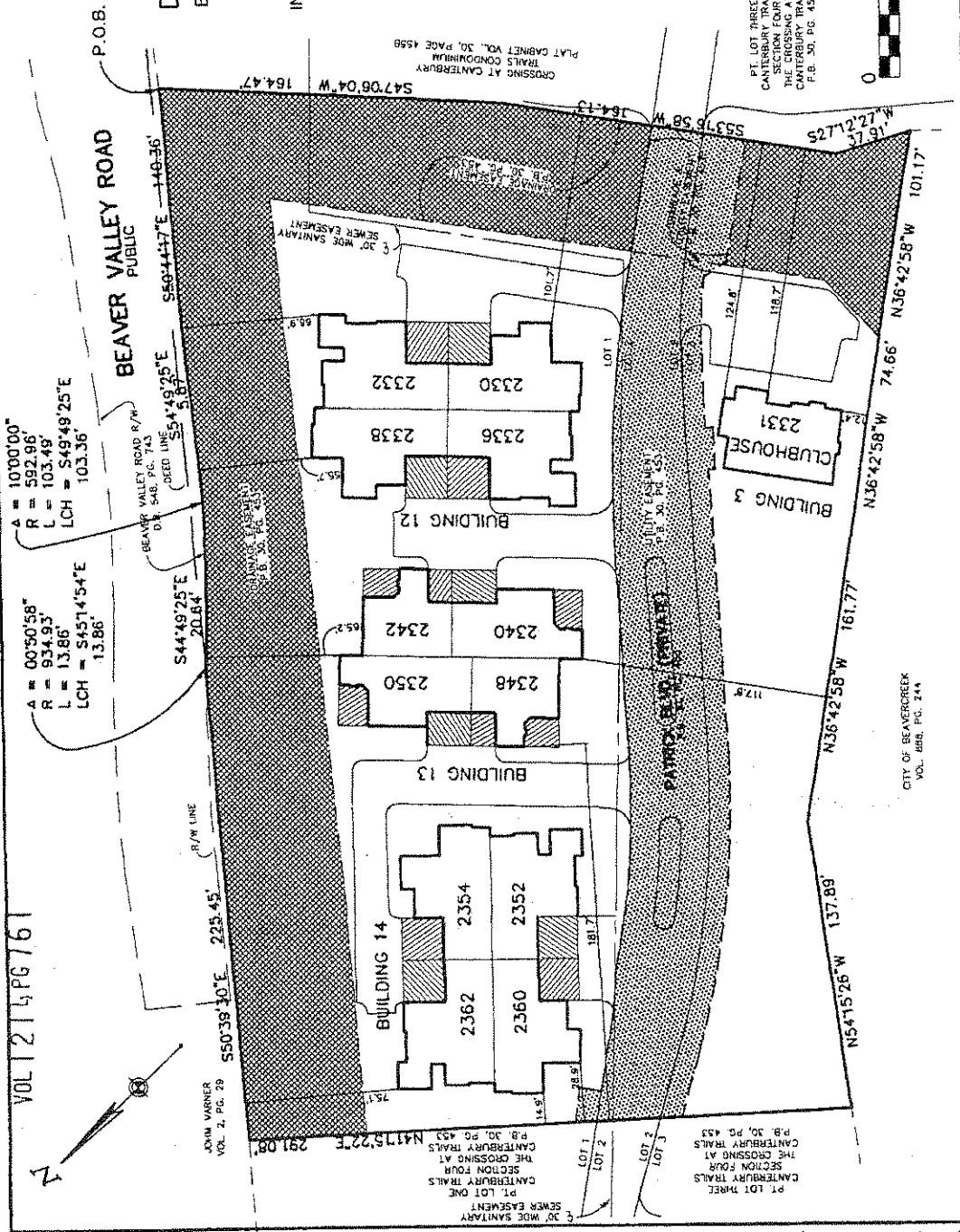
- DRAINAGE EASEMENT P.B. 30, PG. 453
- UTILITY EASEMENT P.B. 30, PG. 453
- LIMITED COMMON FOR PATIO OR PARKING

ALL AREAS NOT DESIGNATED AS UNITS OR
LIMITED COMMON AREAS ARE COMMON AREAS.
2320 = UNIT DESIGNATION (TYPICAL)

ORDER # 22507.06.037 SHEET 3 OF 12



SCALE: 1"=60'
GRAPHIC SCALE IN FEET



A = 10°00'00"
R = 592.96'
L = 103.49'
LCH = 549°48'25"E
103.36'

A = 00°50'58"
R = 934.93'
L = 13.86'
LCH = 545°14'54"E
13.86'

P.O.B.

BEAVER VALLEY ROAD
PUBLIC

BEAVER VALLEY ROAD R/W
D.E. 546.00' PG. 743
NEED LINE 517.25'
55°44'25"E 148.36'

R/W LINE

55°38'30"E 225.45'

547°08'04"W 184.47'

CROSSING AT CANTERBURY TRAILS CONDOMINIUM PLAT CABINET VOL. 30, PAGE 453B

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

VOL 1214 PG 761



JOAN WARNER
VOL. 2, PG. 29

55°38'30"E 225.45'

544°49'25"E 201.84'

55°44'25"E 517.25'

547°08'04"W 184.47'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'

53°37'58"W 164.13'


53°37'58"W 164.13'

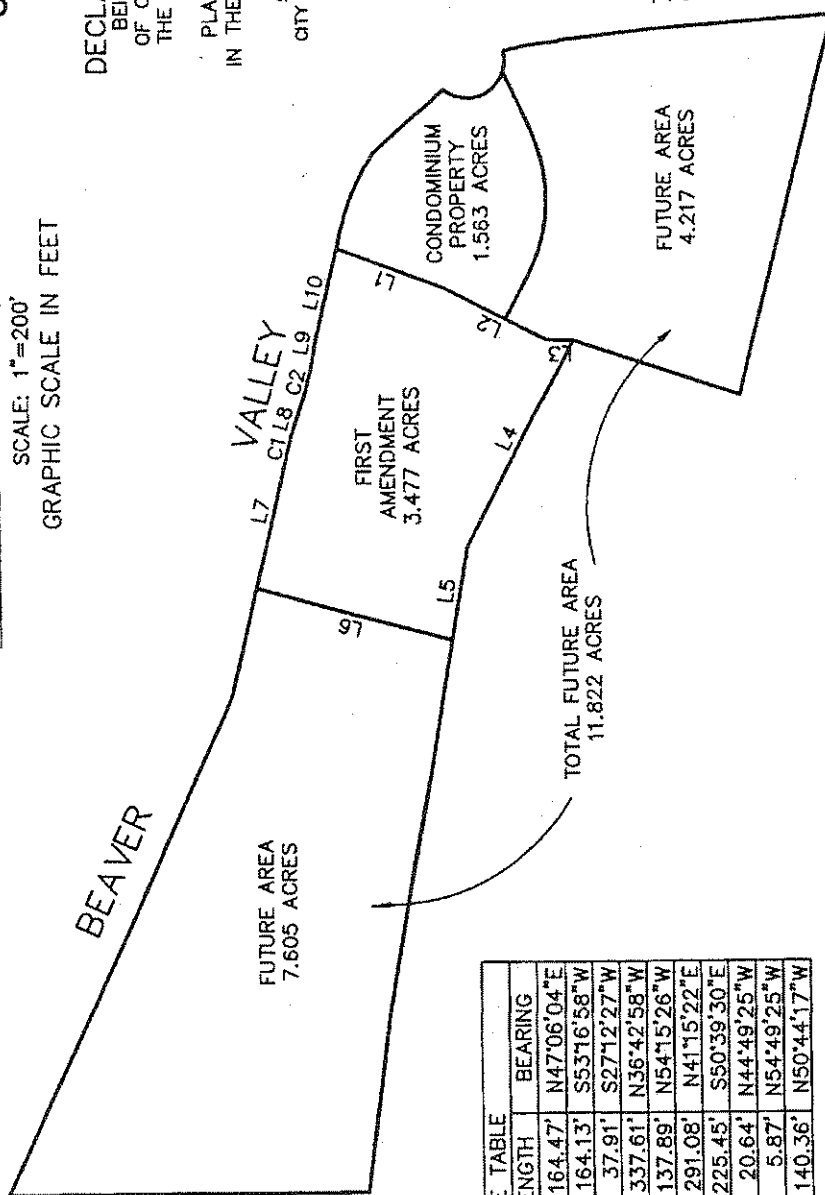
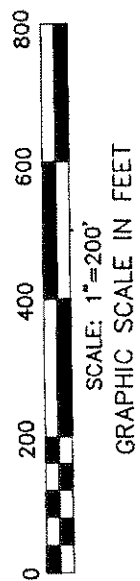
**EXHIBIT C
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

**FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
BEING PART OF LOTS ONE AND TWO
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN**

**PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY**

**LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.s.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 3.477 ACRES
MAY, 1998**

PREPARED BY:

WOOLPERT LLP
409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.481.6660
FAX: 937.481.0743



LINE TABLE

LINE	LENGTH	BEARING
L1	164.47'	N47°06'04"E
L2	164.13'	S53°16'58"W
L3	37.91'	S27°12'27"W
L4	337.61'	N36°42'58"W
L5	137.89'	N54°15'26"W
L6	291.08'	N41°15'22"E
L7	225.45'	S50°39'30"E
L8	20.64'	N44°49'25"W
L9	5.87'	N54°49'25"W
L10	140.36'	N50°44'17"W

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	13.86'	934.93'	13.86'	N45°14'54"W	00°50'58"
C2	103.49'	592.96'	103.36'	S49°49'25"E	10°00'00"

VOL 12 | Pg 762

EXHIBIT D
FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,634	1.0

VOL 1214 PG 763

EXHIBIT E
 FIRST AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

VOL 1214 PG 764

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	4.717%
2306	2306 Patrick Boulevard	1	V	1.0	4.717
2310	2310 Patrick Boulevard	1	V	1.0	4.717
2312	2312 Patrick Boulevard	1	CH	1.0	4.717
2314	2314 Patrick Boulevard	2	AB	1.1	5.188
2316	2316 Patrick Boulevard	2	CA	1.1	5.188
2320	2320 Patrick Boulevard	2	CA	1.1	5.188
2322	2322 Patrick Boulevard	2	AB	1.1	5.188

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2336	2336 Patrick Boulevard	12	CA	1.1	5.189%
2338	2338 Patrick Boulevard	12	AB	1.1	5.189
2330	2330 Patrick Boulevard	12	AB	1.1	5.189
2332	2332 Patrick Boulevard	12	CA	1.1	5.189
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	4.717
2350	2350 Patrick Boulevard	13	CH	1.0	4.717
2340	2340 Patrick Boulevard	13	CH	1.0	4.717
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	4.717
2362	2362 Patrick Boulevard	14	CA	1.1	5.189
2354	2354 Patrick Boulevard	14	AB	1.1	5.189
2360	2360 Patrick Boulevard	14	AB	1.1	5.189
2352	2352 Patrick Boulevard	14	CA	1.1	5.189
				Total	<u>100.000%</u>

(1) Contains one car garage.

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

1998 SEP 11 PM 2:11
4800
LARRY G. FARRIS
RECORDER
GREENE CO. RECORDER
XENIA, OHIO

This second amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the 9 day of September, 1998.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.650 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.
3. Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
5. Improvement Description. The Additional Property added to the Condominium Property hereby contains three buildings, each containing four dwelling units, a total of twelve (12) Units, and expanding the Condominium to contain a total of thirty-two (32) dwelling units, each of which is called a "Unit". The buildings are of traditional style, ranch type, with quadplex layout, so that each dwelling unit in a building faces in a different direction and so that the garage spaces in a building adjoin at the center of

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Second Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the Second Amendment to the Drawings attached thereto, were filed with this office on Sept 11, 1998.

By Lorawanna A. Delaney
Greene County Auditor

TRANSFER NOT NECESSARY
Fee Exempt
LORAWANNA A. DELANEY, GREENE COUNTY AUDITOR

a building. Each dwelling unit has an attached one or two car garage and either a patio area or a screened veranda. The buildings are of wood frame construction on concrete slabs, with brick or stone and wood siding and fiberglass shingle roofs. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, brick, stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Second Amendment to Crossings at Canterbury Trails Condominium Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. Each Unit added to the Condominium by future amendments shall be designated in the same manner. An example of a proper Unit designation is "Unit 6-2303". Each Unit in buildings 1, 2, 12, 13, and 14 is designated by a four digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage, and in the case of Units without a screened or enclosed porch, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The First Amendment to the Declaration of Condominium contains an obvious factual error in that the provisions of Section 7(c) thereof incorrectly indicate that the undivided interest of each Unit is based upon each Unit having an equal par value of one (1.00) so that each Unit has an equal undivided interest. In fact, the undivided interest of each Unit is based on each Unit having a par value as provided in the Declaration. The undivided interests were correct as shown on Exhibit E to the First Amendment. Pursuant to the provisions of Article XIX of the Declaration, Declarant desires by this amendment to correct that obvious factual error contained in the First Amendment. As provided herein, the correct undivided interest of each Unit in the Condominium is designated on Exhibit E attached hereto.

The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

VOL 1244 PG 831

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9th day of September, 1998.

Signed and acknowledged
in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

Douglas A. Stenger
(Print Name) Douglas A. Stenger
J. Douglas Grice
(Print Name) J. Douglas Grice

By: EQUITY RESIDENTIAL DEVELOPMENT
CORPORATION, managing member,
an Ohio corporation

Robert C. Howe
By (Print Name)

STATE OF OHIO
COUNTY OF Warren SS:

This instrument was acknowledged before me by Robert C. Howe, the President of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 9 day of September, 1998.



J. Douglas Grice
Notary Public

J. DOUGLAS GRICE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES FEB. 15, 2001

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-3352.
COND01C417310017/9/26/98

EXHIBIT A
SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(1.650 Acres)



DESCRIPTION OF
CROSSINGS AT CANTERBURY TRAILS
SECOND AMENDMENT
GREENE COUNTY, OHIO
CONTAINING 1.650 ACRES
AUGUST 26, 1998

Situate in Section 23, Township 3, Range 7 M.R.s., City of Beavercreek, County of Greene, State of Ohio, and being part of Lot Two and Lot Three of Canterbury Trails - Section Four the Crossing at Canterbury Trails as recorded in Plat Cabinet Volume 30, Pages 453 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the southerly most corner of the First Amendment to Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30, Page 515B;

thence along the east line of said First Amendment to Crossings at Canterbury Trails Condominium, for the following two (2) courses:

- 1) North twenty-seven degrees twelve minutes twenty-seven seconds East ($N27^{\circ}12'27''E$) for thirty-seven and $91/100$ feet (37.91');
- 2) North fifty-three degrees sixteen minutes fifty-eight seconds East ($N53^{\circ}16'58''E$) for sixty-four and $97/100$ feet (64.97') to a southwest corner of the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30, Page 455B;

thence along the perimeter of said Lot of Three Canterbury Trails Section Four The Crossing at Canterbury Trails, for the following seven (7) courses:

- 1) South thirty-six degrees twenty-seven minutes fifty-four seconds East ($S36^{\circ}27'54''E$) for sixty-seven and $47/100$ feet (67.47') to a point of curvature;
- 2) on a curve to the left with a radius of two hundred fifty and $00/100$ feet (250.00') for an arc distance of two hundred twenty-four and $35/100$ feet (224.35'), [chord bearing South sixty-two degrees ten minutes twenty-four seconds East ($S62^{\circ}10'24''E$) for two hundred sixteen and $90/100$ feet (216.90'), delta angle of said curve being fifty-one degrees twenty-five minutes one second ($51^{\circ}25'01''$)] to a point of tangency;

WOOLPERT LLP
409 East Monument Avenue • Dayton, Ohio 45402-1261
937.461.5660 • Fax: 937.461.0743 • www.woolpert.com

VOL 1244 PG 833

EXHIBIT A (Continued)

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(1.650 Acres)

Description of
Crossing at Canterbury Trails
Greene County
Beavercreek, Ohio

August 26, 1998
2

3) South eighty-seven degrees fifty-two minutes fifty-five seconds East (S87°52'55"E) for ninety-one and 93/100 feet (91.93');

4) on a non-tangent curve to the left with a radius of fifty-five and 00/100 feet (55.00') for an arc distance of twenty-nine and 68/100 feet (29.68'), [chord bearing South sixty-two degrees nineteen minutes nineteen seconds East (S62°19'19"E) for twenty-nine and 32/100 feet (29.32'), delta angle of said curve being thirty degrees fifty-five minutes four seconds (30°55'04")];

5) on a non-tangent curve to the right with a radius of three hundred fifty-six and 97/100 feet (356.97') for an arc distance of seventy-eight and 75/100 feet (78.75'), [chord bearing South fifteen degrees twenty-one minutes twenty-four seconds West (S15°21'24"W) for seventy-eight and 59/100 feet (78.59'), delta angle of said curve being twelve degrees thirty-eight minutes twenty-three seconds (12°38'23")];

6) South sixty-eight degrees nineteen minutes twenty-five seconds East (S68°19'25"E) for one and 58/100 feet (1.58');

7) South nineteen degrees twenty-seven minutes thirty-two seconds West (S19°27'32"W) for ninety-three and 41/100 feet (93.41');

thence on a new division line, North fifty degrees fifty-four minutes thirty-seven seconds West (N50°54'37"W) for one hundred seventy-seven and 88/100 feet (177.88') to a point in an east line of said Lot Two;

thence along said east line and said line's southwesterly extension, South four degrees one minute forty-four seconds West (S04°01'44"W) for one hundred twenty-eight and 07/100 feet (128.07');

thence on a new division line, North forty-nine degrees fifty-eight minutes sixteen seconds West (N49°58'16"W) for two hundred eighty-one and 52/100 feet (281.52') to a point in the east line of a tract of land conveyed to the City of Beavercreek as recorded in Volume 888, Page 244;

thence along said east line, North forty-four degrees eleven minutes fourteen seconds East (N44°11'14"E) for ninety-six and 58/100 feet (96.58') to the POINT OF BEGINNING, containing one and 650/1000 (1.650) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

EXHIBIT A (Continued)
SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM


Legal Description, Property Added
(1.650 Acres)

Description of
Crossing at Canterbury Trails
Greene County
Beavercreek, Ohio

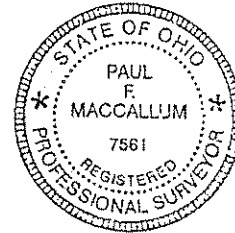
August 26, 1998
3

This description was prepared from a field survey performed by Woolpert LLP in April of 1998, with bearings based upon said Canterbury Trails Section Four.

WOOLPERT LLP



Paul F. MacCallum
Ohio Professional Surveyor #7561



g:\eng\final\bcgof\10-55025\descript\bind3.des

VOL 1244 P6835

Declarant's Mailing Address: Crossings at Canterbury, Ltd.
182 East Long Street, Suite 300
Columbus, Ohio 43215

EXHIBIT B
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

Second Amendment
 BEING PART OF LOTS TWO AND THREE
 OF CANTERBURY TRAILS—SECTION FOUR
 THE CROSSING AT CANTERBURY TRAILS
 AS RECORDED IN
 PLAT CABINET VOLUME 30, PAGE 453
 IN THE PLAT RECORDS OF GREENE COUNTY

PREPARED BY:

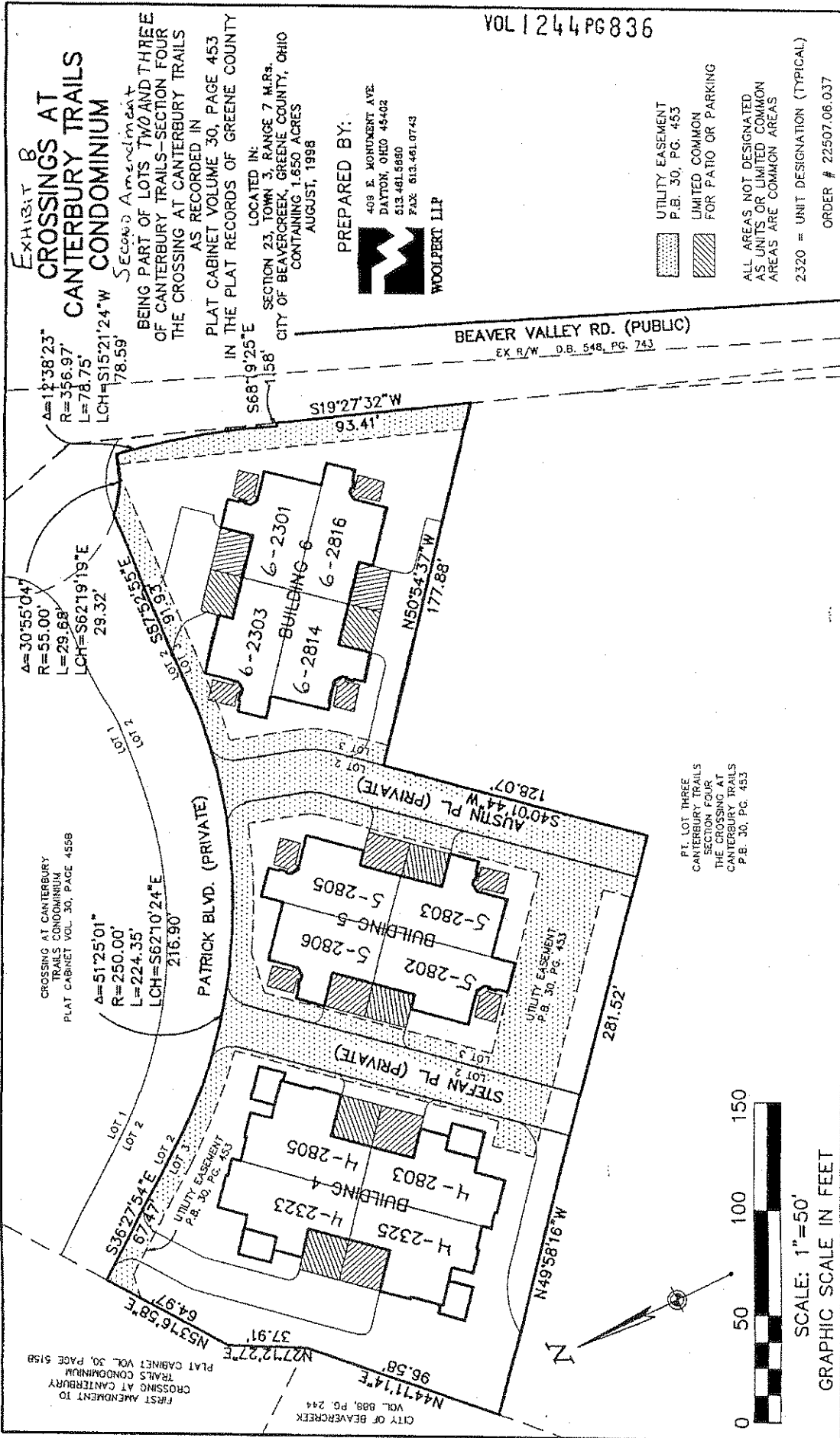
408 E. MONUMENT AVE.
 DAYTON, OHIO 45402
 513.461.5880
 FAX 513.461.0743
WOOLPERT LLP

LOCATED IN:
 SECTION 23, TOWN 3, RANGE 7 M.R.s.
 CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
 CONTAINING 1.650 ACRES
 AUGUST, 1998

UTILITY EASEMENT
 P.B. 30, PG. 453
 LIMITED COMMON
 FOR PATIO OR PARKING

ALL AREAS NOT DESIGNATED
 AS UNITS OR LIMITED COMMON
 AREAS ARE COMMON AREAS
 2320 = UNIT DESIGNATION (TYPICAL)

ORDER # 22507.06.037



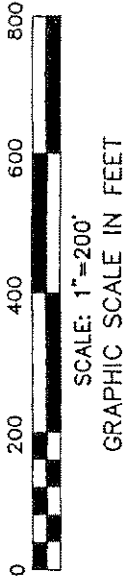
P.T. LOT THREE
 CANTERBURY TRAILS
 SECTION FOUR
 THE CROSSING AT
 CANTERBURY TRAILS
 P.B. 30, PG. 453

CROSSING AT CANTERBURY
 TRAILS CONDOMINIUM
 PLAT CABINET VOL. 30, PAGE 453B

FIRST AMENDMENT TO
 CROSSING AT CANTERBURY
 TRAILS CONDOMINIUM
 PLAT CABINET VOL. 30, PAGE 615B

CITY OF BEAVERCREEK
 VOL. 888, PG. 244

YOL 1244 PG 837



**EXHIBIT C
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

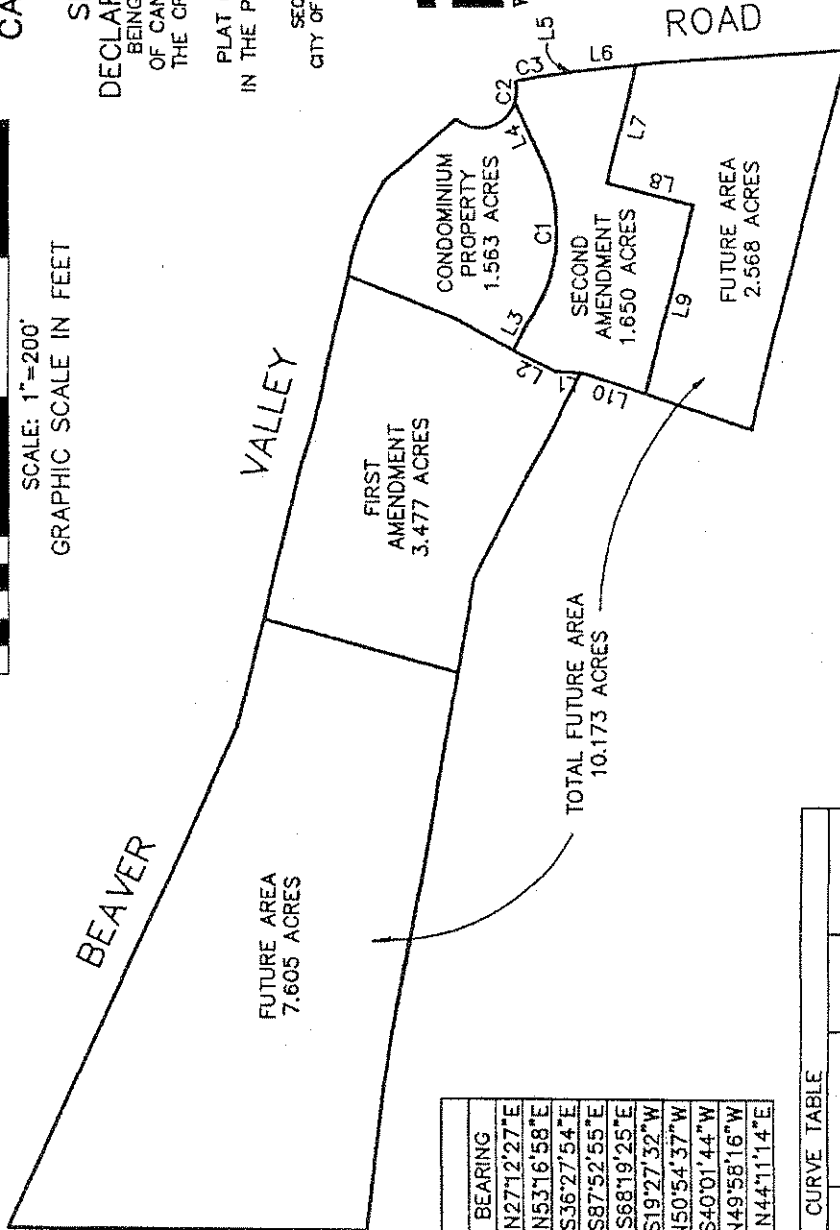
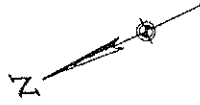
**SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
BEING PART OF LOTS TWO AND THREE
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY**

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.S.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.650 ACRES
AUGUST, 1998

PREPARED BY:



WOOLPERT LLP
409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.461.6860
FAX: 937.461.0743



LINE TABLE		
LINE	LENGTH	BEARING
L1	37.91'	N27°12'27"E
L2	64.97'	N53°16'58"E
L3	67.47'	S36°27'54"E
L4	91.93'	S87°52'55"E
L5	1.58'	S88°19'25"E
L6	93.41'	S19°27'32"W
L7	177.88'	N50°54'37"W
L8	128.07'	S40°01'44"W
L9	281.52'	N49°58'16"W
L10	96.58'	N44°11'14"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	224.35'	250.00'	S62°10'24"E	216.90'	51°25'01"
C2	29.68'	55.00'	S62°19'19"E	29.32'	30°55'04"
C3	78.75'	356.97'	S15°21'24"W	78.59'	12°38'23"

EXHIBIT D

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit TypesType

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E
 SECOND AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	2.976%
2306	2306 Patrick Boulevard	1	V	1.0	2.976
2310	2310 Patrick Boulevard	1	V	1.0	2.976
2312	2312 Patrick Boulevard	1	CH	1.0	2.976
2314	2314 Patrick Boulevard	2	AB	1.1	3.274
2316	2316 Patrick Boulevard	2	CA	1.1	3.274
2320	2320 Patrick Boulevard	2	CA	1.1	3.274
2322	2322 Patrick Boulevard	2	AB	1.1	3.274
2336	2336 Patrick Boulevard	12	CA	1.1	3.274
2338	2338 Patrick Boulevard	12	AB	1.1	3.274
2330	2330 Patrick Boulevard	12	AB	1.1	3.274
2332	2332 Patrick Boulevard	12	CA	1.1	3.274
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	2.976
2350	2350 Patrick Boulevard	13	CH	1.0	2.976
2340	2340 Patrick Boulevard	13	CH	1.0	2.976
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	2.976
2362	2362 Patrick Boulevard	14	CA	1.1	3.274
2354	2354 Patrick Boulevard	14	AB	1.1	3.274
2360	2360 Patrick Boulevard	14	AB	1.1	3.274
2352	2352 Patrick Boulevard	14	CA	1.1	3.274

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
4-2325	2325 Patrick Boulevard	CA	1.1	3.274%
4-2323	2323 Patrick Boulevard	AB	1.1	3.274
4-2803	2803 Stefan Place	AB	1.1	3.274
4-2805	2805 Stefan Place	CA	1.1	3.274
5-2802	2802 Stefan Place	CH	1.0	2.976
5-2806	2806 Stefan Place	V	1.0	2.976
5-2803	2803 Austin Place	V	1.0	2.976
5-2805	2805 Austin Place	CH	1.0	2.976
6-2303	2303 Patrick Boulevard	CH	1.0	2.976
6-2301	2301 Patrick Boulevard	V	1.0	2.976
6-2814	2814 Austin Place	V	1.0	2.976
6-2816	2816 Austin Place	CH	1.0	2.976

Total 100.000%

(1) Contains one car garage.

VOL 1244P6839

Recorder

001622

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

1999 JAN 20 AM 10:29
4480
LARRY D. ...
GREENE COUNTY RECORDER
XENIA, OHIO

VOL 129 | PG 052

This third amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the 11 day of January, 1999.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 0.599 acre, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one building, containing four dwelling units, and expands the Condominium to contain a total of thirty-six (36) dwelling units, each of which is called a "Unit". The building is of traditional style, ranch type, with quadplex layout, so that each dwelling unit in a building faces in a different direction and so that the garage spaces in a building adjoin at the center of a building. Each dwelling unit has an

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Third Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the Third Amendment to the Drawings attached thereto, were filed with this office on 20th, 1999.

By Ljwanna A. Delaney
Greene County Auditor

TRANSFER NOT NECESSARY
Fee Exempt
LIJWANNA A. DELANEY, GREENE COUNTY AUDITOR

attached one or two car garage and either a patio area or a screened veranda. The building is of wood frame construction on concrete slab, with brick or stone and wood siding and fiberglass shingle roof. The principal materials of which the building is constructed is wood, glass, concrete, concrete block, brick, stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Third Amendment to Crossings at Canterbury Trails Condominium Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. An example of a proper Unit designation is "Unit 6-2303". A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage, and in the case of Units without a screened or enclosed porch, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

VOL 129 | PG 053

c. In all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11th day of January, 1999.

Signed and acknowledged in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

Laura L. Smallsreed
(Print Name) LAURA L. SMALLSREED

By: EQUITY RESIDENTIAL DEVELOPMENT CORPORATION, managing member,
an Ohio corporation

Bethan Day
(Print Name) Bethan Day

By *[Signature]*
(Print Name) STEVEN P. WATHEN

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by STEVEN P. WATHEN, the VICE PRESIDENT of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 11th day of January, 1999.

Laura L. Smallsreed
Notary Public



LAURA L. SMALLSREED
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 07/1/2003

EXHIBIT A
THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(0.599 acre)



DESCRIPTION OF
THIRD AMENDMENT TO
CROSSING AT CANTERBURY TRAILS
GREENE COUNTY, OHIO
DECEMBER 30, 1998

Situate in Section 23, Township 3, Range 7 M.R.s., City of Beavercreek, County of Greene, State of Ohio, and being part of Lot Three of Canterbury Trails - Section Four the Crossings at Canterbury Trails as recorded in Plat Cabinet volume 30, Page 453 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the northeast corner of said Lot Three of Canterbury Trails, and the west right-of-way line of Beaver Valley Road as recorded in Deed Book 548, Page 743;

thence departing said right-of-way line and over said Lot Three of Canterbury Trails, said line being a new division line, North forty-nine degrees fifty-eight minutes sixteen seconds West (N49°58'16"W) for two hundred twenty-three and 22/100 feet (223.22') to a southeasterly corner of Second Amendment to Crossings at Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 566A;

thence along the lines of said Second Amendment to Crossings at Canterbury Trails, for the following two (2) courses:

- 1) North forty degrees one minute forty-four seconds East (N40°01'44"E) for one hundred twenty-eight and 07/100 feet (128.07');
- 2) South fifty degrees fifty-four minutes thirty-seven seconds East (S50°54'37"E) for one hundred seventy-seven and 88/100 feet (177.88') to a point on the west right-of-way line of said Beaver Valley Road;

thence along said right-of way line, for the following two (2) courses:

- 1) South nineteen degrees twenty-seven minutes thirty-two seconds West (S19°27'32"W) for forty-six and 74/100 feet (46.74');

VOL 129 | PG 055

WOOLPERT LLP
409 East Monument Avenue • Dayton, Ohio 45402-1261
937.461.5660 • Fax: 937.461.0743 • www.woolpert.com

EXHIBIT A
THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(0.599 acre)

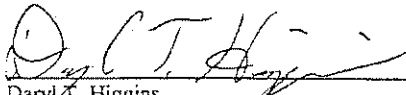
Description of
Third Amendment to
Crossing at Canterbury Trails
Beavercreek, Ohio

December 30, 1998
Page 2

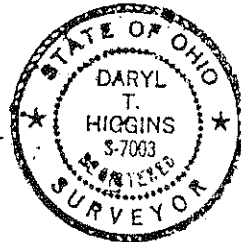
2) South twenty-one degrees forty minutes thirty-five seconds West
(S21°40'35"W) for ninety-one and 90/100 feet (91.90') to the point of beginning,
containing no and 599/1000 (0.599) acres, more or less, subject however to all
covenants, conditions, restrictions, reservations, and easements contained in any
instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in April of
1998, with bearings based upon Canterbury Trails Section Four.

WOOLPERT LLP



Daryl T. Higgins
Ohio Professional Surveyor #7003



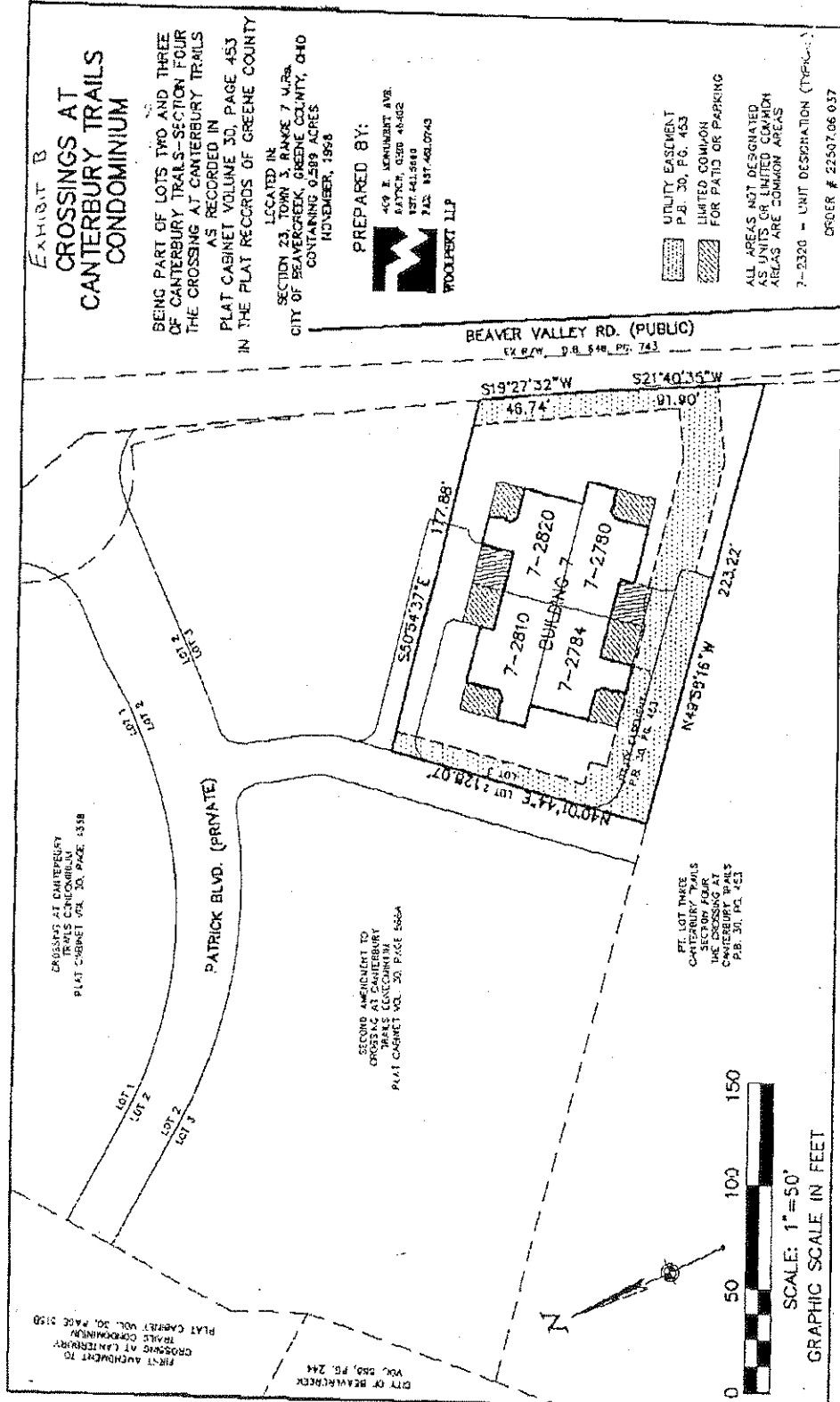
g:\eng\draft\equity\10-22507\descript\canterbury trail.legal.dec30

EXHIBIT B

THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Property Added

VOL 129 | PG 057



C:\MYT\2007\07-08-10\07-08-10.dwg - LCC, JCL, 1998 - 10:58:00

**EXHIBIT C
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM
THIRD AMENDMENT**

**DECLARATION OF CONDOMINIUM
BEING PART OF LOTS TWO AND THREE
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN**

**PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY**

**LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.Rs.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 0.599 ACRES
NOVEMBER, 1998**

PREPARED BY:



**409 E. MONUMENT AVE.
DAYTON, OHIO 45402
837.481.8680
FAX 837.461.0743
WOOLPERT LLP**



**SCALE: 1"=200'
GRAPHIC SCALE IN FEET**

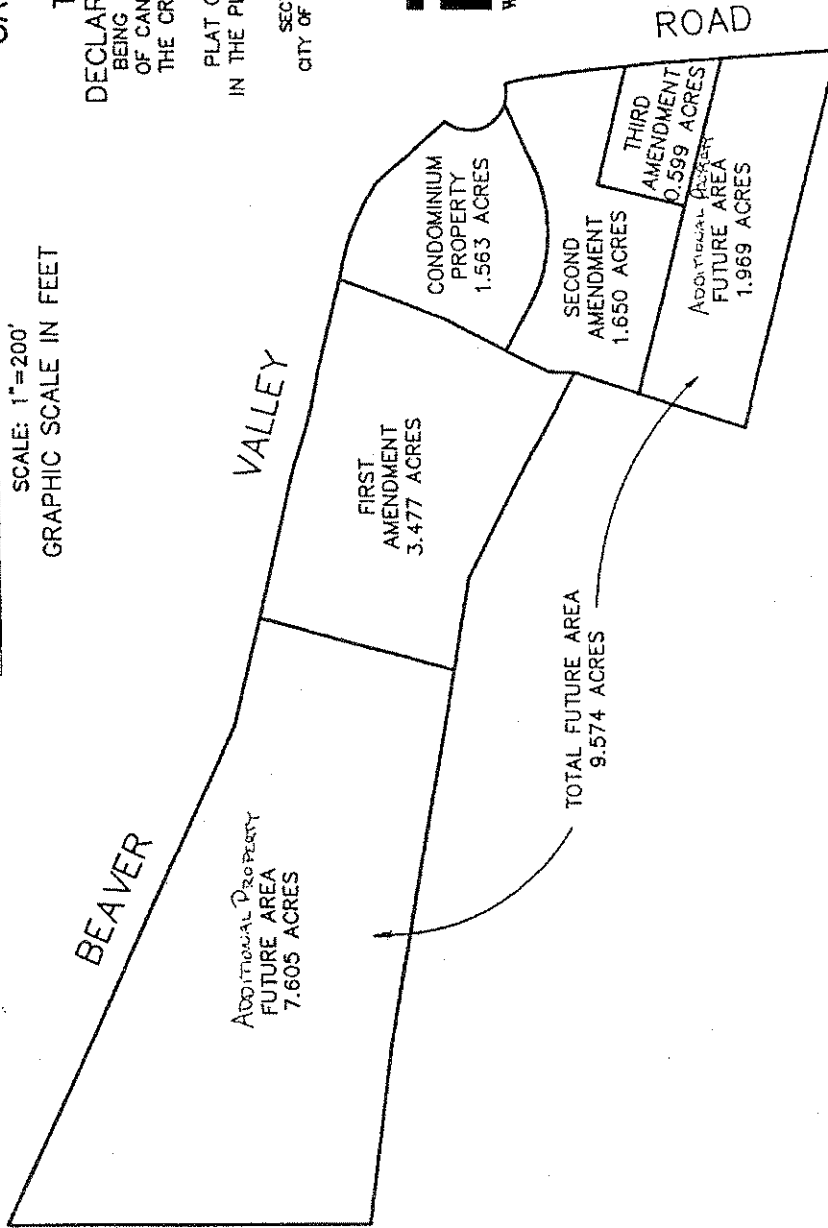


EXHIBIT D
 THIRD AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E

THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	2.660%
2306	2306 Patrick Boulevard	1	V	1.0	2.660
2310	2310 Patrick Boulevard	1	V	1.0	2.660
2312	2312 Patrick Boulevard	1	CH	1.0	2.660
2314	2314 Patrick Boulevard	2	AB	1.1	2.925
2316	2316 Patrick Boulevard	2	CA	1.1	2.925
2320	2320 Patrick Boulevard	2	CA	1.1	2.925
2322	2322 Patrick Boulevard	2	AB	1.1	2.925
2336	2336 Patrick Boulevard	12	CA	1.1	2.925
2338	2338 Patrick Boulevard	12	AB	1.1	2.925
2330	2330 Patrick Boulevard	12	AB	1.1	2.925
2332	2332 Patrick Boulevard	12	CA	1.1	2.925
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	2.660
2350	2350 Patrick Boulevard	13	CH	1.0	2.660
2340	2340 Patrick Boulevard	13	CH	1.0	2.660
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	2.660
2362	2362 Patrick Boulevard	14	CA	1.1	2.925
2354	2354 Patrick Boulevard	14	AB	1.1	2.925
2360	2360 Patrick Boulevard	14	AB	1.1	2.925
2352	2352 Patrick Boulevard	14	CA	1.1	2.925
4-2325	2325 Patrick Boulevard	4	CA	1.1	2.925
4-2323	2323 Patrick Boulevard	4	AB	1.1	2.925
4-2803	2803 Stefan Place	4	AB	1.1	2.925
4-2805	2805 Stefan Place	4	CA	1.1	2.925
5-2802	2802 Stefan Place	5	CH	1.0	2.660
5-2806	2806 Stefan Place	5	V	1.0	2.660
5-2803	2803 Austin Place	5	V	1.0	2.660
5-2805	2805 Austin Place	5	CH	1.0	2.660
6-2303	2303 Patrick Boulevard	6	CH	1.0	2.660
6-2301	2301 Patrick Boulevard	6	V	1.0	2.660
6-2814	2814 Austin Place	6	V	1.0	2.660
6-2816	2816 Austin Place	6	CH	1.0	2.660

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
7-2810	2810 Austin Place	7	CH	1.0	2.660
7-2820	2820 Austin Place	7	V	1.0	2.660
7-2784	2784 Austin Place	7	V	1.0	2.660
7-2780	2780 Austin Place	7	CH	1.0	2.660

Total 100.000%

(1) Contains one car garage.

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

1999 MAR 23 AM 11:28

48.00
LARRY D. FOLLOWS
GREENE COUNTY RECORDER
XENIA, OHIO

VOL 131 | PG 776

This fourth amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the 24 day of March, 1999.

22
Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 2.204 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.
3. Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
5. Improvement Description. The Additional Property added to the Condominium Property hereby contains three buildings, each containing four dwelling units, a total of twelve (12) dwelling units, and expands the Condominium to contain a total of forty-eight (48) dwelling units, each of which is called a "Unit". The buildings are of traditional style, ranch type, with quadplex layout, so that each dwelling unit in a building faces in a different direction and so that the garage spaces in a building adjoin at the center of a building. Each dwelling unit has an attached one or two car garage and either a patio area

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Fourth Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the Fourth Amendment to the Drawings attached thereto, were filed with this office on March 23, 1999.

By Laura A. Delaney
Greene County Auditor

TRANSFER NOT NECESSARY
Fee Exempt
LAWANNA A. DELANEY, GREENE COUNTY AUDITOR

or a screened veranda. The buildings are of wood frame construction on concrete slab, with brick or stone and wood siding and fiberglass shingle roof. The principal materials of which the buildings are constructed is wood, glass, concrete, concrete block, brick, stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Fourth Amendment to Crossings at Canterbury Trails Condominium Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. An example of a proper Unit designation is "Unit 6-2303". A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage, and in the case of Units without a screened or enclosed porch, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

VOL 131 | PG 777

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22 day of March, 1999.

Signed and acknowledged in the presence of:

CROSSINGS AT CANTERBURY, LTD., an Ohio limited liability company

Beth Hilton
(Print Name) Beth Hilton

By: EQUITY RESIDENTIAL DEVELOPMENT CORPORATION, managing member, an Ohio corporation

Christ C. Clement
(Print Name) CHRIST C. CLEMENT

By Robert C. Lowe
(Print Name) Robert C. Lowe

STATE OF OHIO
COUNTY OF Warren, SS:

This instrument was acknowledged before me by Robert C. Lowe, the PRESIDENT of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this ___ day of March, 1999.

Connie A. Sherer
Notary Public



CONNIE A. SHERER, Notary Public
In and For The State of Ohio
My Commission Expires August 18, 2005

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-3352.

EXHIBIT A

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(2.204 Acres)



DESCRIPTION OF
FOURTH AMENDMENT TO
CROSSINGS AT CANTERBURY TRAILS
GREENE COUNTY, OHIO
CONTAINING 2.204 ACRES
FEBRUARY 15, 1999

Situate in Section 23, Township 3, Range 7 M.Rs., City of Beavercreek, County of Greene, State of Ohio, and being part of Lot One, Two and Three of Canterbury Trails - Section Four the Crossing at Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 543 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the southwest corner of First Amendment to Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30, Page 515B said point also being on a north line of a tract of land conveyed by the City of Beavercreek as recorded in Volume 888, Page 244;

thence along the north line of said City of Beavercreek land, North fifty-four degrees fifteen minutes twenty-six seconds West (N54°15'26"W) for three hundred thirteen and 06/100 feet (313.06') to the southeast corner of said Canterbury Trails - Section Four;

thence departing the north line of said City of Beavercreek land, and along the east line of said Canterbury Trails - Section Four, North forty-one degrees fifteen minutes twenty-two seconds East (N41°15'22"E) for three hundred forty and 33/100 feet (340.33') to the northeast corner of said Canterbury Trails - Section Four Crossings at Canterbury Trails, said point also being on the south line of a tract of land conveyed to John Varner as recorded in Volume 2, Page 29;

thence departing the east line of said Canterbury Trails - Section Four, and along the south line of said Varner's land, for the following two (2) courses:

1) South thirty-nine degrees twenty-five minutes thirty-four seconds East (S39°25'34"E) for one hundred fifty-one and 79/100 feet (151.79');

2) South fifty degrees thirty-nine minutes thirty seconds East (S50°39'30"E) for one hundred sixty-one and 92/100 feet (161.92') to the northeast corner of said First Amendment to Crossings at Canterbury Trails Condominium;

VOL | 31 | PG 779

WOOLPERT LLP
409 East Monument Avenue • Dayton, Ohio 45402-1261
937.461.5660 • Fax: 937.461.0743 • www.woolpert.com

EXHIBIT A (Continued)
FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(2.204 Acres)


Description of
Fourth Amendment to
Crossings at Canterbury Trails
Beavercreek, Ohio

Page 2

thence departing the south line of said Varner's land and along the west line of said First Amendment to Crossings at Canterbury Trails Condominium, South forty-one degrees fifteen minutes twenty-two seconds West (S41°15'22"W) for two hundred ninety-one and 08/100 feet (291.08') to the POINT OF BEGINNING, containing two and 204/1000 (2.204) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP on April, 1998, with bearings based upon Canterbury Trails Section Four.

Woolpert LLP



Daryl T. Higgins
Ohio Professional Surveyor #7003



G:\Projects\draft\EQUITY\10-22507\DESCRIPTION\nd4\h-dcs.doc

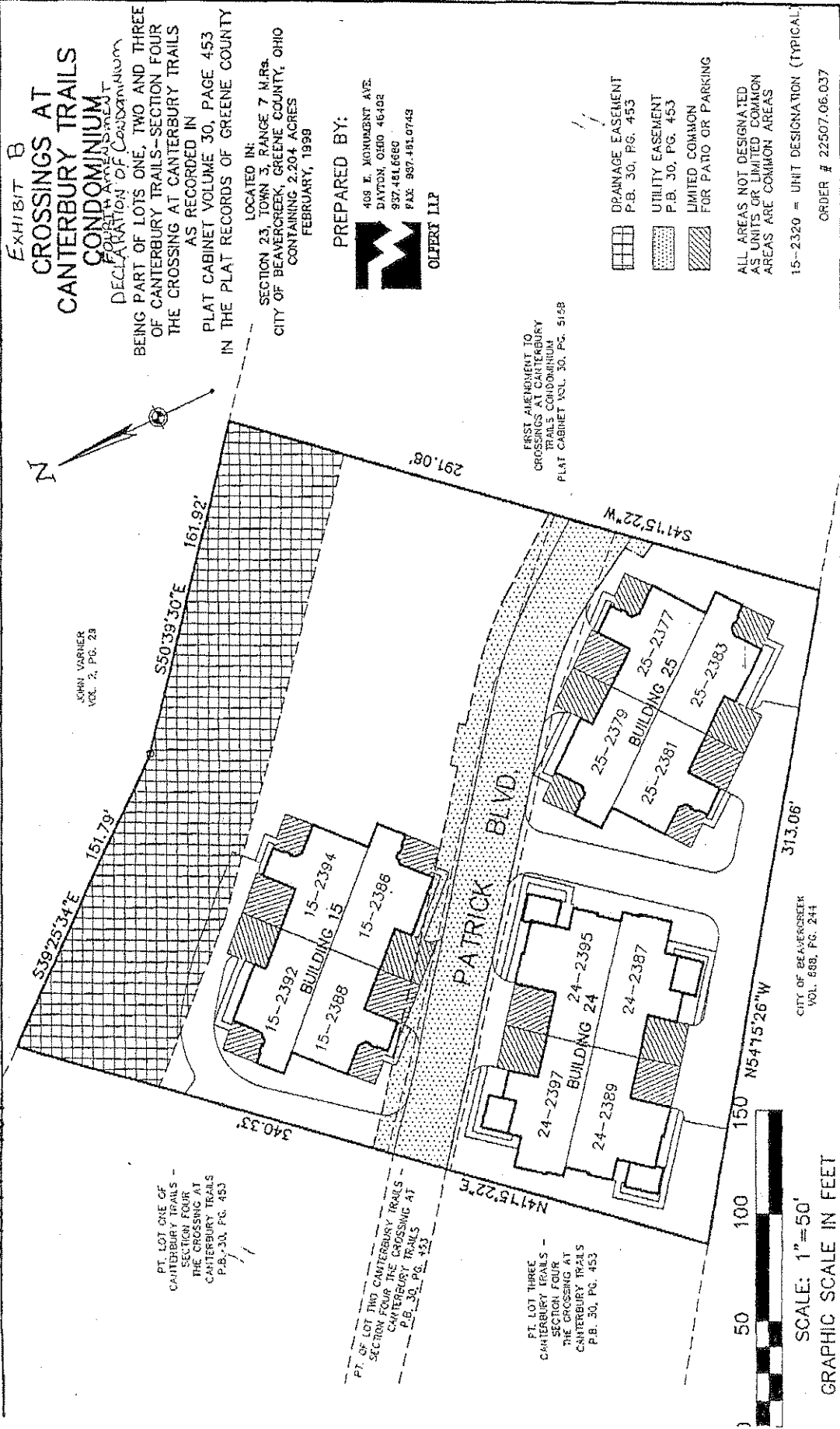


EXHIBIT B

CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

DECLARATION OF CONDOMINIUM BEING PART OF LOTS ONE, TWO AND THREE OF CANTERBURY TRAILS-SECTION FOUR THE CROSSING AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOLUME 30, PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN: SECTION 23, TOWN 3, RANGE 7 M.R.S. CITY OF BEAVERCREEK, GREENE COUNTY, OHIO CONTAINING 2.204 ACRES FEBRUARY, 1999

PREPARED BY:

408 E. MONUMENT AVE. DAYTON, OHIO 45402 937.481.6680 937.481.0748

OLPERT LLP

- DRAINAGE EASEMENT P.B. 30, PG. 453
- UTILITY EASEMENT P.B. 30, PG. 453
- LIMITED COMMON FOR PATIO OR PARKING

ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREAS ARE COMMON AREAS

15-2320 = UNIT DESIGNATION (TYPICAL)

ORDER # 22507.06.037



JOHN VARNER VOL. 2, PG. 23

FIRST AMENDMENT TO CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM PLAT CABINET VOL. 30, PG. 5158

CITY OF BEAVERCREEK VOL. 688, PG. 244

SCALE: 1"=50' GRAPHIC SCALE IN FEET



**EXHIBIT C
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

**FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
BEING PART OF LOTS ONE, TWO AND THREE
OF CANTERBURY TRAILS--SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN**

**PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY**

**LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.s,
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 2,204 ACRES
FEBRUARY, 1999**

PREPARED BY:



WOOLPERT LLP

409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.461.6680
FAX 937.461.0743

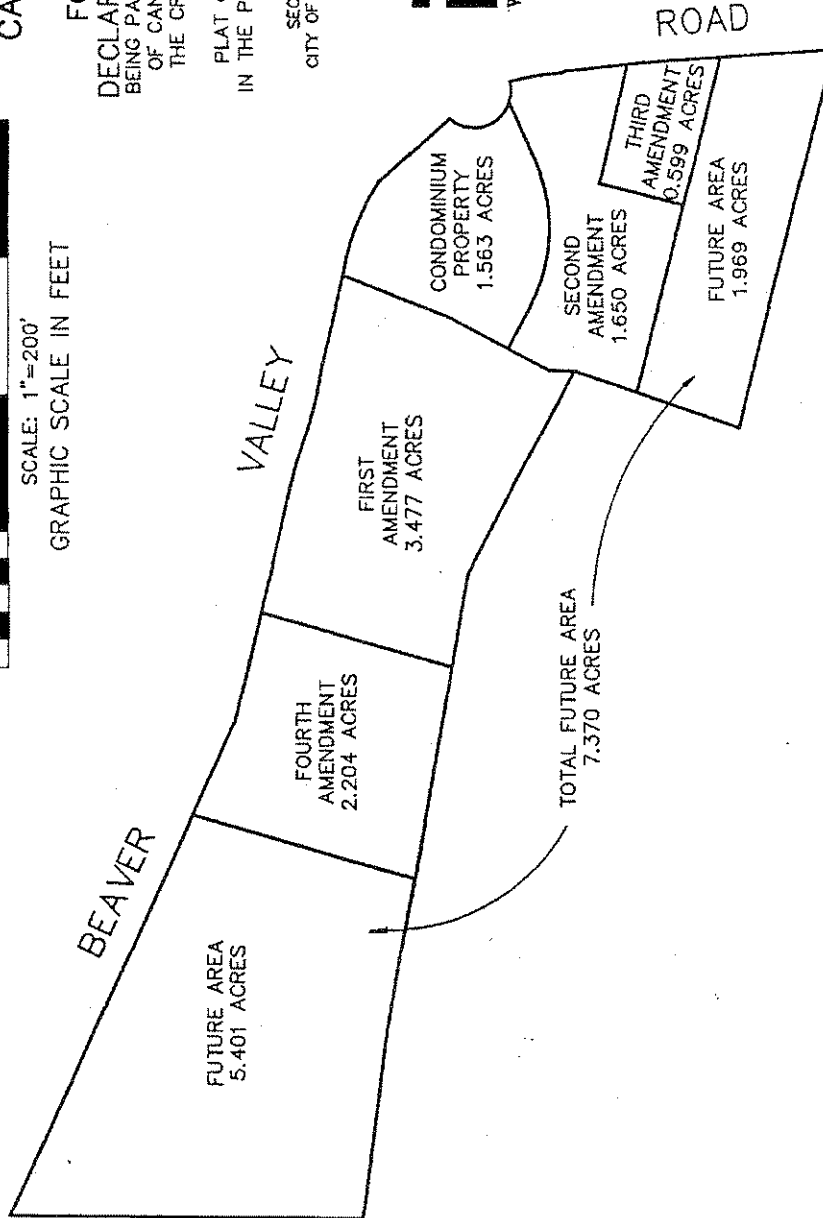
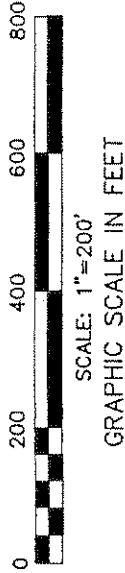
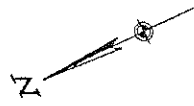


EXHIBIT D
 FOURTH AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey) Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.

CA (Canterbury) Same as Abbey except it has a third bedroom at ground floor level.

CH (Chateau). Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.

V (Villa). Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit InformationI. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	2.000%
2306	2306 Patrick Boulevard	1	V	1.0	2.000
2310	2310 Patrick Boulevard	1	V	1.0	2.000
2312	2312 Patrick Boulevard	1	CH	1.0	2.000
2314	2314 Patrick Boulevard	2	AB	1.1	2.200
2316	2316 Patrick Boulevard	2	CA	1.1	2.200
2320	2320 Patrick Boulevard	2	CA	1.1	2.200
2322	2322 Patrick Boulevard	2	AB	1.1	2.200
2336	2336 Patrick Boulevard	12	CA	1.1	2.200
2338	2338 Patrick Boulevard	12	AB	1.1	2.200
2330	2330 Patrick Boulevard	12	AB	1.1	2.200
2332	2332 Patrick Boulevard	12	CA	1.1	2.200
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	2.000
2350	2350 Patrick Boulevard	13	CH	1.0	2.000
2340	2340 Patrick Boulevard	13	CH	1.0	2.000
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	2.000
2362	2362 Patrick Boulevard	14	CA	1.1	2.200
2354	2354 Patrick Boulevard	14	AB	1.1	2.200
2360	2360 Patrick Boulevard	14	AB	1.1	2.200
2352	2352 Patrick Boulevard	14	CA	1.1	2.200
4-2325	2325 Patrick Boulevard	4	CA	1.1	2.200
4-2323	2323 Patrick Boulevard	4	AB	1.1	2.200
4-2803	2803 Stefan Place	4	AB	1.1	2.200
4-2805	2805 Stefan Place	4	CA	1.1	2.200
5-2802	2802 Stefan Place	5	CH	1.0	2.000
5-2806	2806 Stefan Place	5	V	1.0	2.000
5-2803	2803 Austin Place	5	V	1.0	2.000
5-2805	2805 Austin Place	5	CH	1.0	2.000
6-2303	2303 Patrick Boulevard	6	CH	1.0	2.000
6-2301	2301 Patrick Boulevard	6	V	1.0	2.000
6-2814	2814 Austin Place	6	V	1.0	2.000
6-2816	2816 Austin Place	6	CH	1.0	2.000
7-2810	2810 Austin Place	7	CH	1.0	2.000
7-2820	2820 Austin Place	7	V	1.0	2.000
7-2784	2784 Austin Place	7	V	1.0	2.000
7-2780	2780 Austin Place	7	CH	1.0	2.000

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
15-2392	2392 Patrick Boulevard	15	CH	1.0	2.000
15-2394	2394 Patrick Boulevard	15	V	1.0	2.000
15-2388	2388 Patrick Boulevard	15	V	1.0	2.000
15-2386	2386 Patrick Boulevard	15	CH	1.0	2.000

EXHIBIT E

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

II. UNITS ADDED HEREBY (Continued):

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
24-2397	2397 Patrick Boulevard	24	AB	1.1	2.200
24-2395	2395 Patrick Boulevard	24	CA	1.1	2.200
24-2389	2389 Patrick Boulevard	24	CA	1.1	2.200
24-2387	2387 Patrick Boulevard	24	AB	1.1	2.200
25-2379	2379 Patrick Boulevard	25	CH	1.0	2.000
25-2377	2377 Patrick Boulevard	25	V	1.0	2.000
25-2381	2381 Patrick Boulevard	25	V	1.0	2.000
25-2383	2383 Patrick Boulevard	25	CH	1.0	2.000
				Total	<u>100.000%</u>

(1) Contains one car garage.

VOL 131 | PG 785

FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM
1999 JUN 15 PM 1:57
46.00
LARRY H. HARRIS
GREENE COUNTY RECORDER
RECORDED

This fifth amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the 15th day of June, 1999.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

- Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
- Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.633 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.
- Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".
- Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
- Improvement Description. The Additional Property added to the Condominium Property hereby contains three buildings, each containing four dwelling units, a total of twelve (12) dwelling units, and expands the Condominium to contain a total of sixty (60) dwelling units, each of which is called a "Unit". The buildings are of traditional style, ranch type, with quadplex layout, so that each dwelling unit in a building faces in a different direction and so that the garage spaces in a building adjoin at the center of a building. Each dwelling unit has an attached one or two car garage and either a patio area

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Fifth Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the Fifth Amendment to the Drawings attached thereto, were filed with this office on _____, 1999.

By Luzanne A. Delaney cja
Greene County Auditor

VOL 1339 PG 271

RECORDED
INDEXED
1999 JUN 15 PM 1:41
LARRY H. HARRIS
GREENE COUNTY RECORDER

or a screened veranda. The buildings are of wood frame construction on concrete slab, with brick or stone and wood siding and fiberglass shingle roof. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick, stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Fifth Amendment to Crossings at Canterbury Trails Condominium Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. An example of a proper Unit designation is "Unit 6-2303". A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage, and in the case of Units without a screened or enclosed veranda, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15th day of June, 1999.

Signed and acknowledged
in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

Wayne Swearingen
(Print Name) WAYNE SWEARINGEN

By: EQUITY RESIDENTIAL DEVELOPMENT
CORPORATION, managing member,
an Ohio corporation

Mary Ann Middleton
(Print Name) MARY ANN MIDDLETON

By: Connie A. Sherer
(Print Name)

STATE OF OHIO
COUNTY OF Greene, SS:

This instrument was acknowledged before me by Connie A. Sherer the Adm. Assistant of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 15th day of June, 1999.

Mary Ann Middleton
Notary Public

MARY ANN MIDDLETON, Notary Public
In and for the State of Ohio
My Commission Expires 7-17-2002



VOL 1339FG273

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-3352.

EXHIBIT A
FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM

Legal Description, Property Added
(1.633 acres)



DESCRIPTION OF
FIFTH AMENDMENT TO CROSSINGS AT
CANTERBURY TRAILS CONDOMINIUMS
GREENE COUNTY, OHIO
CONTAINING 1.633 ACRES
MAY 27, 1999

Situate in Section 23, Township 3, Range 7 M.Rs., City of Beavercreek, County of Greene, State of Ohio, and being part of Lots One, Two, and Three of Canterbury Trails - Section Four of the Crossings at Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 453 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the southwest corner of Fourth Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30, Page 627B, said point also being on a north line of a tract of land conveyed by the City of Beavercreek as recorded in Volume 888, Page 244;

thence along the north line of said City of Beavercreek for the following two (2) courses:

1. North fifty-four degrees fifteen minutes twenty-six seconds West (N54°15'26"W) for two hundred twenty-eight and 90/100 feet (228.90');
2. North fifty-six degrees forty-nine minutes twelve seconds West (N56°49'12"W) for twenty-nine and 18/100 feet (29.18');

thence departing the north line said City of Beavercreek and over said Part Lot Three, North twenty-seven degrees forty-seven minutes four seconds East (N27°47'04"E) for one hundred seventy-seven and 33/100 feet (177.33') to a point on the south line of said Part Lot 2;

thence along said south line for the following five (5) courses:

1. on a non-tangent curve to the left with a radius of two hundred and 00/100 feet (200.00') for an arc distance of thirty-six and 55/100 feet (36.55'), [chord bearing South forty-four degrees twenty-three minutes forty-two seconds East (S44°23'42"E) for thirty-six and 50/100 feet (36.50'), delta angle of said curve being ten degrees twenty-eight minutes thirteen seconds (10°28'13")] to a point of tangency;
2. South forty-nine degrees thirty-seven minutes forty-nine seconds East (S49°37'49"E) for twenty and 36/100 feet (20.36') to a point of curvature;
3. on a curve to the right with a radius of one hundred and 00/100 feet (100.00') for an arc distance of twenty-three and 51/100 feet (23.51'), [chord bearing South forty-two degrees fifty-three minutes forty-one seconds East (S42°53'41"E) for twenty-three and 46/100 feet (23.46'), delta angle of said curve being thirteen degrees twenty-eight minutes fifteen seconds (13°28'15")] to a point of tangency;
4. South thirty-six degrees nine minutes thirty-four seconds East (S36°09'34"E) for fifty-six and 65/100 feet (56.65') to a point of curvature;

WOOLPERT LLP
409 East Monument Avenue • Dayton, Ohio 45402-1261
937.461.5660 • Fax: 937.461.0743 • www.woolpert.com

5. on a curve to the left with a radius of two hundred fifty and 00/100 feet (250.00') for an arc distance of six and 34/100 feet (6.34'), [chord bearing South thirty-six degrees fifty-three minutes ten seconds East (S36°53'10"E) for six and 34/100 feet (6.34'); delta angle of said curve being one degree twenty-seven minutes twelve seconds (1°27'12")];

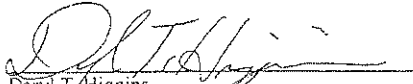
thence departing said south line and over said Part Lot One, North fifty degrees forty-eight minutes forty-seven seconds East (N50°48'47"E) for two hundred thirty-four and 99/100 feet (234.99') to a point on the north line of said Part Lot One, said point being also on the south line of a tract of land conveyed to John Varner as recorded in Volume 2, Page 29;

thence along the south line of said Varner land, South thirty-nine degrees twenty-five minutes thirty-four seconds East (S39°25'34"E) for one hundred nineteen and 02/100 feet (119.02') to the northwest corner of said Fourth Amendment to Crossings at Canterbury Trails Condominiums;

thence departing the south line of said Varner land and along the west line of said Fourth Amendment to Crossings at Canterbury Trails Condominiums, South forty-one degrees fifteen minutes twenty-two seconds West (S41°15'22"W) for three hundred forty and 33/100 feet (340.33') to the south line of said Part Lot Three and the point of beginning, containing one and 633/1000 (1.633) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by Woolpert LLP in March, 1999, with bearings based upon said Canterbury Trails - Section Four.

Woolpert LLP


Daryl T. Higgins
Ohio Professional Surveyor #7003

G:\Projects\EQUITY\22507 Parcel ID Topo\DESCRIPTION\22507-dcs.doc



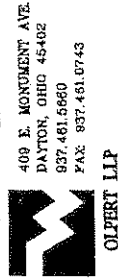
VOL 1339 PG 275

**EXHIBIT "B" FIFTH AMENDMENT
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**




THE DRAWINGS
BEING PART OF LOTS ONE, TWO AND THREE
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.Rs.,
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.633 ACRES
MAY, 1999

PREPARED BY:



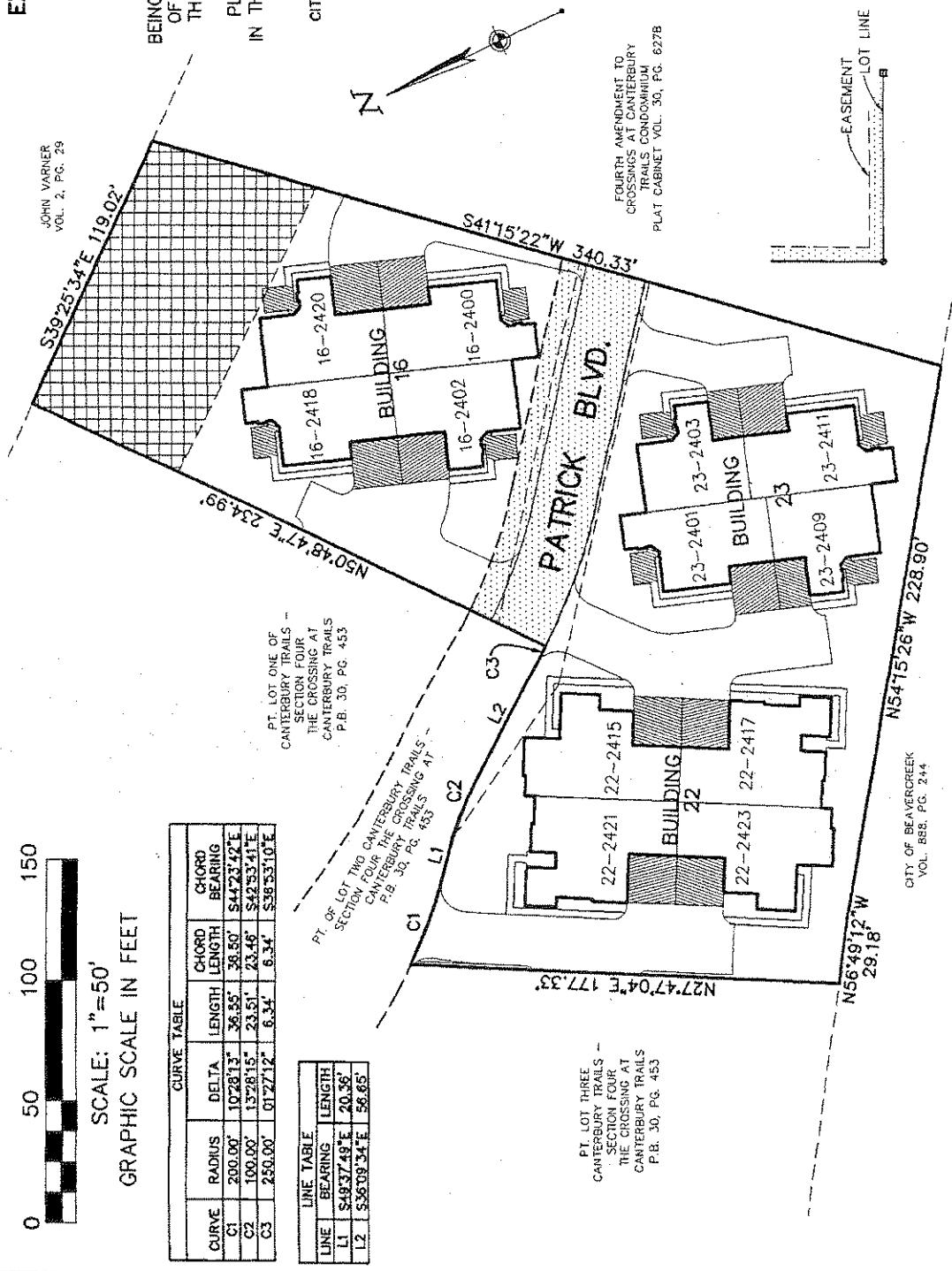
VOL 1339 PG 276

-  DRAINAGE EASEMENT
P.B. 30, PG. 453
-  UTILITY EASEMENT
P.B. 30, PG. 453
-  LIMITED COMMON
FOR PATIO OR PARKING

ALL AREAS NOT DESIGNATED
AS UNITS OR LIMITED COMMON
AREAS ARE COMMON AREAS

16-2400 = UNIT DESIGNATION (TYPICAL)

ORDER # 22507.06.037



SCALE: 1"=50'
GRAPHIC SCALE IN FEET

CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD LENGTH
C1	200.00'	102°28'13"	36.50'
C2	100.00'	132°28'15"	23.51'
C3	250.00'	07°27'12"	6.34'

LINE TABLE	
LINE	LENGTH
L1	549°37'49"E 120.36'
L2	538°09'34"E 58.65'

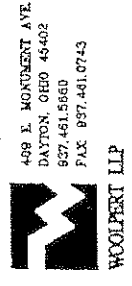
VOL 1339 EG 277

EXHIBIT C CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM FIFTH AMENDMENT

DECLARATION OF CONDOMINIUM
BEING PART OF LOTS ONE, TWO AND THREE
OF CANTERBURY TRAILS--SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1,633 ACRES
MAY, 1999

PREPARED BY:



408 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.461.5660
FAX 937.461.0743

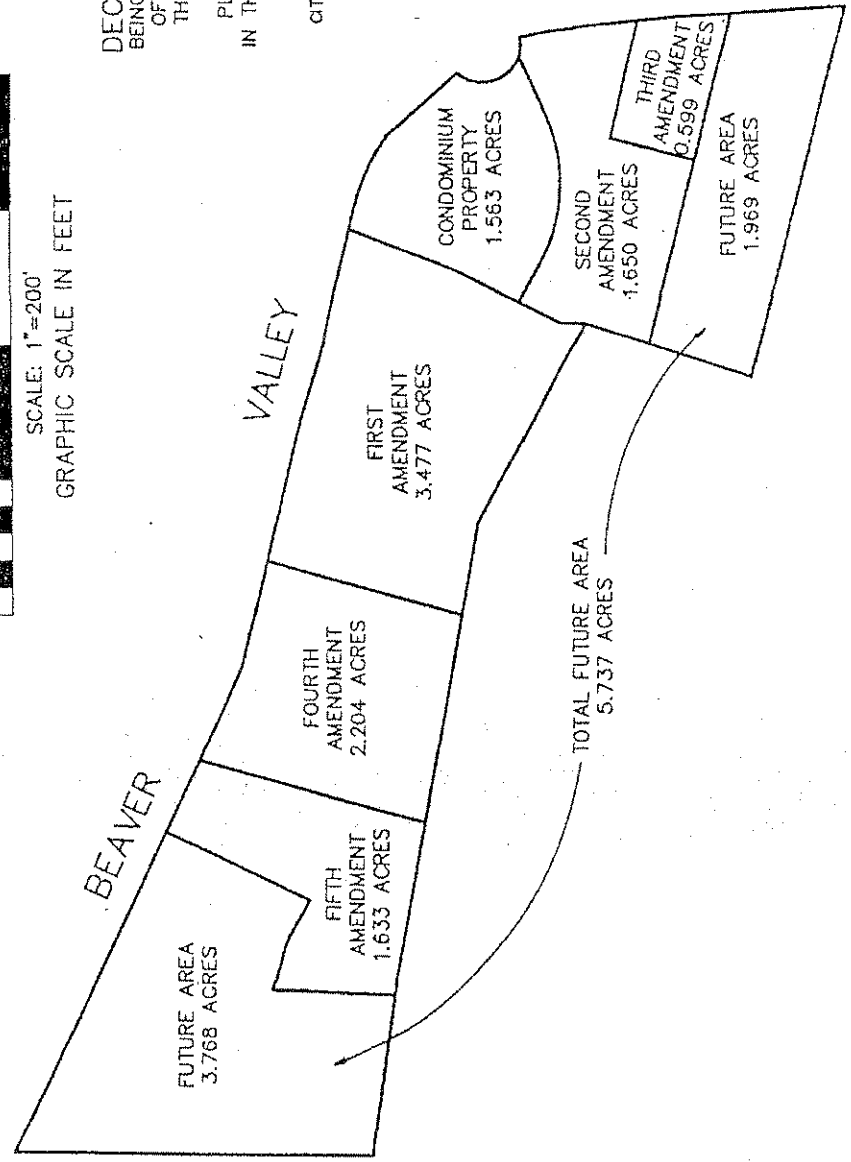


EXHIBIT D
 FIFTH AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E

FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	1.602%
2306	2306 Patrick Boulevard	1	V	1.0	1.602
2310	2310 Patrick Boulevard	1	V	1.0	1.602
2312	2312 Patrick Boulevard	1	CH	1.0	1.602
2314	2314 Patrick Boulevard	2	AB	1.1	1.763
2316	2316 Patrick Boulevard	2	CA	1.1	1.763
2320	2320 Patrick Boulevard	2	CA	1.1	1.763
2322	2322 Patrick Boulevard	2	AB	1.1	1.763
2336	2336 Patrick Boulevard	12	CA	1.1	1.763
2338	2338 Patrick Boulevard	12	AB	1.1	1.763
2330	2330 Patrick Boulevard	12	AB	1.1	1.763
2332	2332 Patrick Boulevard	12	CA	1.1	1.763
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.602
2350	2350 Patrick Boulevard	13	CH	1.0	1.602
2340	2340 Patrick Boulevard	13	CH	1.0	1.602
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.602
2362	2362 Patrick Boulevard	14	CA	1.1	1.763
2354	2354 Patrick Boulevard	14	AB	1.1	1.763
2360	2360 Patrick Boulevard	14	AB	1.1	1.763
2352	2352 Patrick Boulevard	14	CA	1.1	1.763
4-2325	2325 Patrick Boulevard	4	CA	1.1	1.763
4-2323	2323 Patrick Boulevard	4	AB	1.1	1.763
4-2803	2803 Stefan Place	4	AB	1.1	1.763
4-2805	2805 Stefan Place	4	CA	1.1	1.763
5-2802	2802 Stefan Place	5	CH	1.0	1.602
5-2806	2806 Stefan Place	5	V	1.0	1.602
5-2803	2803 Austin Place	5	V	1.0	1.602
5-2805	2805 Austin Place	5	CH	1.0	1.602
6-2303	2303 Patrick Boulevard	6	CH	1.0	1.602
6-2301	2301 Patrick Boulevard	6	V	1.0	1.602
6-2814	2814 Austin Place	6	V	1.0	1.602
6-2816	2816 Austin Place	6	CH	1.0	1.602
7-2810	2810 Austin Place	7	CH	1.0	1.602
7-2820	2820 Austin Place	7	V	1.0	1.602
7-2784	2784 Austin Place	7	V	1.0	1.602
7-2780	2780 Austin Place	7	CH	1.0	1.602
15-2392	2392 Patrick Boulevard	15	CH	1.0	1.603
15-2394	2394 Patrick Boulevard	15	V	1.0	1.603
15-2388	2388 Patrick Boulevard	15	V	1.0	1.603
15-2386	2386 Patrick Boulevard	15	CH	1.0	1.603
24-2397	2397 Patrick Boulevard	24	AB	1.1	1.763
24-2395	2395 Patrick Boulevard	24	CA	1.1	1.763
24-2389	2389 Patrick Boulevard	24	CA	1.1	1.763
24-2387	2387 Patrick Boulevard	24	AB	1.1	1.763

VOL 1339 PG 279

EXHIBIT E

FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit InformationI. EXISTING UNITS (Continued):

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
25-2379	2379 Patrick Boulevard	25	CH	1.0	1.603
25-2377	2377 Patrick Boulevard	25	V	1.0	1.603
25-2381	2381 Patrick Boulevard	25	V	1.0	1.603
25-2383	2383 Patrick Boulevard	25	CH	1.0	1.603

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
16-2402	2402 Patrick Boulevard	16	V	1.0	1.603
16-2418	2418 Patrick Boulevard	16	CH	1.0	1.603
16-2400	2400 Patrick Boulevard	16	CH	1.0	1.603
16-2420	2420 Patrick Boulevard	16	V	1.0	1.603
22-2423	2423 Patrick Boulevard	22	AB	1.1	1.763
22-2421	2421 Patrick Boulevard	22	CA	1.1	1.763
22-2417	2417 Patrick Boulevard	22	CA	1.1	1.763
22-2415	2415 Patrick Boulevard	22	AB	1.1	1.763
23-2409	2409 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.603
23-2401	2401 Patrick Boulevard	23	CH	1.0	1.603
23-2411	2411 Patrick Boulevard	23	CH	1.0	1.603
23-2403	2403 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.603

Total 100.000%

(1) Contains one car garage.

EXHIBIT E
 FIFTH AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

I. EXISTING UNITS (Continued):

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
25-2379	2379 Patrick Boulevard	25	CH	1.0	1.251
25-2377	2377 Patrick Boulevard	25	V	1.0	1.251
25-2381	2381 Patrick Boulevard	25	V	1.0	1.251
25-2383	2383 Patrick Boulevard	25	CH	1.0	1.251
16-2402	2402 Patrick Boulevard	16	V	1.0	1.251
16-2418	2418 Patrick Boulevard	16	CH	1.0	1.251
16-2400	2400 Patrick Boulevard	16	CH	1.0	1.251
16-2420	2420 Patrick Boulevard	16	V	1.0	1.251
22-2423	2423 Patrick Boulevard	22	AB	1.1	1.388
22-2421	2421 Patrick Boulevard	22	CA	1.1	1.388
22-2417	2417 Patrick Boulevard	22	CA	1.1	1.388
22-2415	2415 Patrick Boulevard	22	AB	1.1	1.388
23-2409	2409 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.250
23-2401	2401 Patrick Boulevard	23	CH	1.0	1.250
23-2411	2411 Patrick Boulevard	23	CH	1.0	1.250
23-2403	2403 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.250
20-2435	2435 Patrick Boulevard	20	CA	1.1	1.388
20-2437	2437 Patrick Boulevard	20	AB	1.1	1.388
20-2445	2445 Patrick Boulevard	20	AB	1.1	1.388
20-2447	2447 Patrick Boulevard	20	CA	1.1	1.388
21-2425	2425 Patrick Boulevard	21	CA	1.1	1.388
21-2427	2427 Patrick Boulevard	21	AB	1.1	1.388
21-2431	2431 Patrick Boulevard	21	AB	1.1	1.388
21-2433	2433 Patrick Boulevard	21	CA	1.1	1.388

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
17-2428	2428 Patrick Boulevard	17	CH	1.0	1.250
17-2430	2430 Patrick Boulevard	17	V	1.0	1.250
17-2408	2408 Patrick Boulevard	17	V	1.0	1.250
17-2410	2410 Patrick Boulevard	17	CH	1.0	1.250
18-2436	2436 Patrick Boulevard	18	CA	1.1	1.388
18-2434	2434 Patrick Boulevard	18	AB	1.1	1.388
18-2446	2446 Patrick Boulevard	18	AB	1.1	1.388
18-2444	2444 Patrick Boulevard	18	CA	1.1	1.388

Total 100.000%

(1) Contains one car garage.

Vol 1481 Pg 425

017136

DEDICATION:

We, the undersigned, being the owner of the land herein shown do hereby dedicate to the public use of the State of Ohio the easements, rights, interests, and benefits therein shown on the attached plat for the purpose of a privately maintained non-dedicated street.

Easements shown are reserved for the construction, operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone or other utility lines or services, and for the express privilege of removing any or all trees or other vegetation shown on the attached plat and for the purpose of installing and maintaining the utilities and services shown and are to be maintained as such forever.

The undersigned owner hereby consents to and joins in the submission of the land shown on the attached plat to the State of Ohio for the purpose of being recorded in the Declaration of Condemnation of the State of Ohio. For Declaration see Volume Page as amended to date.

Signed and Acknowledged in the Presence of:

[Signature]
Witness
Elizabeth H. Hurd
Member of Congress of Canterbury, Ltd.

[Signature]
Witness
Elizabeth H. Hurd
Member of Congress of Canterbury, Ltd.

Be it remembered that on this 15 day of June, 1999, before me came Crossing of Canterbury, Ltd., an Ohio Limited Liability Company by Robert C. Lewis, President of Equity Residential Development, Inc., a duly organized and existing Member of Congress of Canterbury, Ltd., who acknowledged the signing of the same to be his voluntary act and deed as such officer for and on the part and behalf of said limited liability company and said corporation.

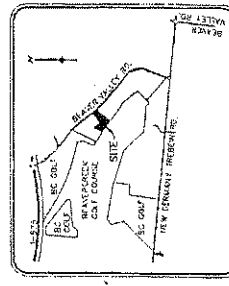
In testimony whereof I have hereunto set my hand and the official seal on the day and date above written.

[Signature]
My Commission expires: 5-11-2003

FIFTH AMENDMENT TO CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

BEING PART OF THE DRAWING AND THREE OF CANTERBURY TRAILS SECTION FOUR THE CROSSING AT CANTERBURY TRAILS PLAT CABINET VOLUME 30, PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY SECTION 23, TOWN 3, RANGE 7 N.E. CITY OF GREENE COUNTY, OHIO CONTAINING 1.533 ACRES MAY, 1989

PREPARED BY:
Woolpert LLP
408 E. WASHINGTON AVE.
SAYRETON OHIO 43150
937.461.5400
FAX 937.41.0713



VICINITY MAP

CERTIFICATION:

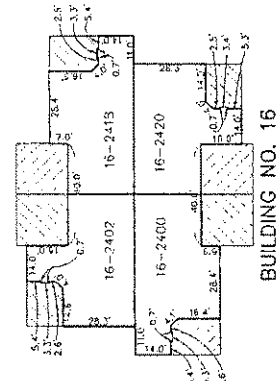
This plat is part of lots 1, 2, and 3 of Canterbury Trails Section Four, City of Greene County, Ohio, containing 1.533 acres covered to Crossings of Canterbury, Ltd. as recorded in Volume 1077, Page 402 in the Plat Records of Greene County, Ohio. The plat shows the location of the easements and the boundaries of the units shown as constructed.

All measurements are verified correct and iron pins will be set as shown. Curve distances are measured on the arc.

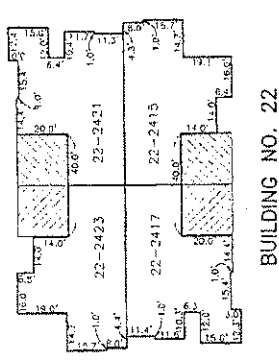
WOOLPERT LLP
Deryl T. Higgins
Ohio Professional Surveyor #7003

By *[Signature]*
Steve Nixon
Ohio Professional Engineer #85328
Registered on this 15 day of June, 1999.

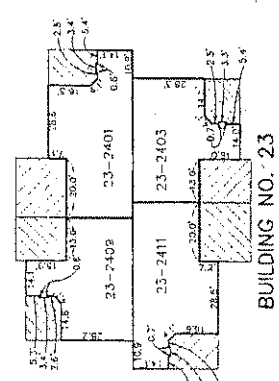
FILE NO. 17136
REC'D FOR RECORD FILE
OF GREENE COUNTY OHIO
JUN 16 1999



BUILDING NO. 16



BUILDING NO. 22



BUILDING NO. 23

LIMITED COMMON FOR PATIO OR PARKING

LEGAL DESCRIPTION

Situate in Section 23, Township 3, Range 7 M.R., City of Beavercreek, County of Greene, State of Ohio, and being part of Lots One, Two, and Three of Canterbury Trails - Section Four of the Crossings at Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 453 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Greene County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the southwest corner of Fourth Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30, Page 627B, said point also being on a north line of a tract of land conveyed by the City of Beavercreek as recorded in Volume 888, Page 244:

thence along the north line of said City of Beavercreek for the following two (2) courses:

1. North fifty-four degrees fifteen minutes twenty-six seconds West (N54°15'26"W) for two hundred twenty-eight and 90/100 feet (228.90');
2. North fifty-six degrees forty-nine minutes twelve seconds West (N56°49'12"W) for twenty-nine and 18/100 feet (29.18');

thence departing the north line said City of Beavercreek and over said Part Lot Three, North twenty-seven degrees forty-seven minutes four seconds East (N27°47'04"E) for one hundred seventy-seven and 33/100 feet (177.33') to a point on the south line of said Part Lot 2;

thence along said south line for the following five (5) courses:

1. on a non-tangent curve to the left with a radius of two hundred and 00/100 feet (200.00') for an arc distance of thirty-six and 55/100 feet (36.55'), [chord bearing South forty-four degrees twenty-three minutes forty-two seconds East (S44°23'42"E) for thirty-six and 50/100 feet (36.50'), delta angle of said curve being ten degrees twenty-eight minutes thirteen seconds (10°28'13'')] to a point of tangency;
2. South forty-nine degrees thirty-seven minutes forty-nine seconds East (S49°37'49"E) for twenty and 36/100 feet (20.36') to a point of curvature;
3. on a curve to the right with a radius of one hundred and 00/100 feet (100.00') for an arc distance of twenty-three and 51/100 feet (23.51'), [chord bearing South forty-two degrees fifty-three minutes forty-one seconds East (S42°53'41"E) for twenty-three and 48/100 feet (23.48'), delta angle of said curve being thirteen degrees twenty-eight minutes fifteen seconds (13°28'15'')] to a point of tangency;
4. South thirty-six degrees nine minutes thirty-four seconds East (S36°09'34"E) for fifty-six and 85/100 feet (56.85') to a point of curvature;
5. on a curve to the left with a radius of two hundred fifty and 00/100 feet (250.00') for an arc distance of six and 34/100 feet (6.34'), [chord bearing South thirty-six degrees fifty-three minutes ten seconds East (S36°53'10"E) for six and 34/100 feet (6.34'), delta angle of said curve being one degree twenty-seven minutes twelve seconds (1°27'12'')];

thence departing said south line and over said Part Lot One, North fifty degrees forty-eight minutes forty-seven seconds East (N50°48'47"E) for two hundred thirty-four and 89/100 feet (234.89') to a point on the north line of said Part Lot One, said point being also on the south line of a tract of land conveyed to John Varner as recorded in Volume 2, Page 29;


thence along the south line of said Varner land, South thirty-nine degrees twenty-five minutes thirty-four seconds East (S39°25'34"E) for one hundred nineteen and 02/100 feet (119.02') to the northwest corner of said Fourth Amendment to Crossings at Canterbury Trails Condominium;

thence departing the south line of said Varner land and along the west line of said Fourth Amendment to Crossings at Canterbury Trails Condominium, South forty-one degrees fifteen minutes twenty-two seconds West (S41°15'22"W) for three hundred forty and 33/100 feet (340.33') to the south line of said Part Lot Three and the point of beginning, containing one and 533/1000 (1.533) acres, more or less, subject however to all covenants, conditions, reservations, easements and encumbrances contained in any instrument of record pertaining to the above described tract of land.

FIFTH AMENDMENT TO CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM THE DRAWINGS BEING PART OF LOT ONE, TWO AND THREE OF CANTERBURY TRAILS-SECTION FOUR THE CROSSING AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOLUME 30, PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 M.R.,
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.533 ACRES
MAY, 1989

PREPARED BY:

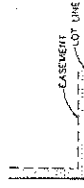
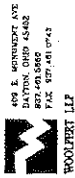

409 E. MONUMENT AVE.
DAYTON, OHIO 45402
937.461.8885
FAX 937.461.0743
WOOLPERT LLP




FIFTH AMENDMENT TO CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM THE DRAWINGS

BEING PART OF LOT ONE, TWO AND THREE OF THE CROSSINGS AT CANTERBURY TRAILS PLAT CABINET VOLUME 30, PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN: SECTION 22, TOWN 3, RANGE 7 N.R. CITY OF BEAUMONT, GREENE COUNTY, OHIO CONTAINING 1.533 ACRES MAY, 1988

PREPARED BY:



-  DRAINAGE EASEMENT P.B. 30, PG. 453
-  UTILITY EASEMENT P.B. 30, PG. 453
-  LIMITED COMMON FOR PATIO OR PARKING

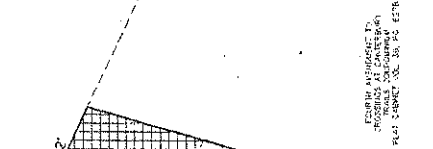
ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREAS ARE COMMON AREAS 16-2400 - JUST DESIGNATION (TYPICAL)

ORDER # 22007.05.027 SHEET 3 OF 11

CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD BEARING
C1	200.00'	10°28'13"	36.55'
C2	100.00'	13°28'15"	23.51'
C3	250.00'	01°27'12"	6.34'
			536.3310'E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S49°37'43"E	20.36'
L2	S56°09'34"E	36.69'

SEE PLAT 16-2400



SEE PLAT 16-2400

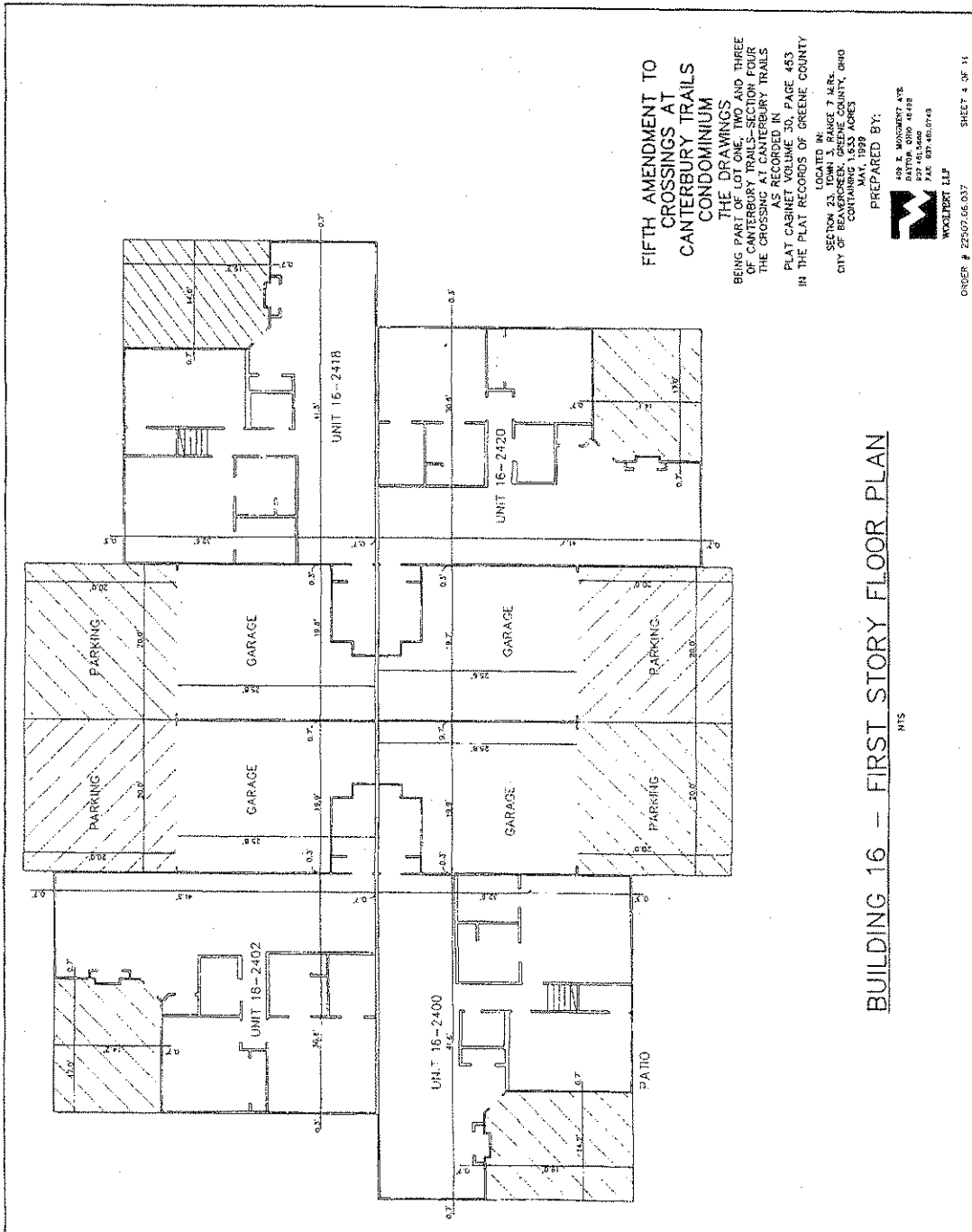
SEE PLAT 16-2400



SCALE: 1"=40'
GRAPHIC SCALE IN FEET

AREA SUMMARY

LOT 1	LOT 2	LOT 3	TOTAL
0.287 AC.	0.124 AC.	0.527 AC.	1.833 AC.



FIFTH AMENDMENT TO CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

THE DRAWINGS BEING PART OF LOT ONE, TWO AND THREE OF CANTERBURY TRAILS-SECTION FOUR THE CROSSING AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOLUME 30, PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN: SECTION 23, TOWN 3, RANGE 7, MER. GREENE COUNTY, OHIO CONTAINING 1.533 ACRES MAY, 1999

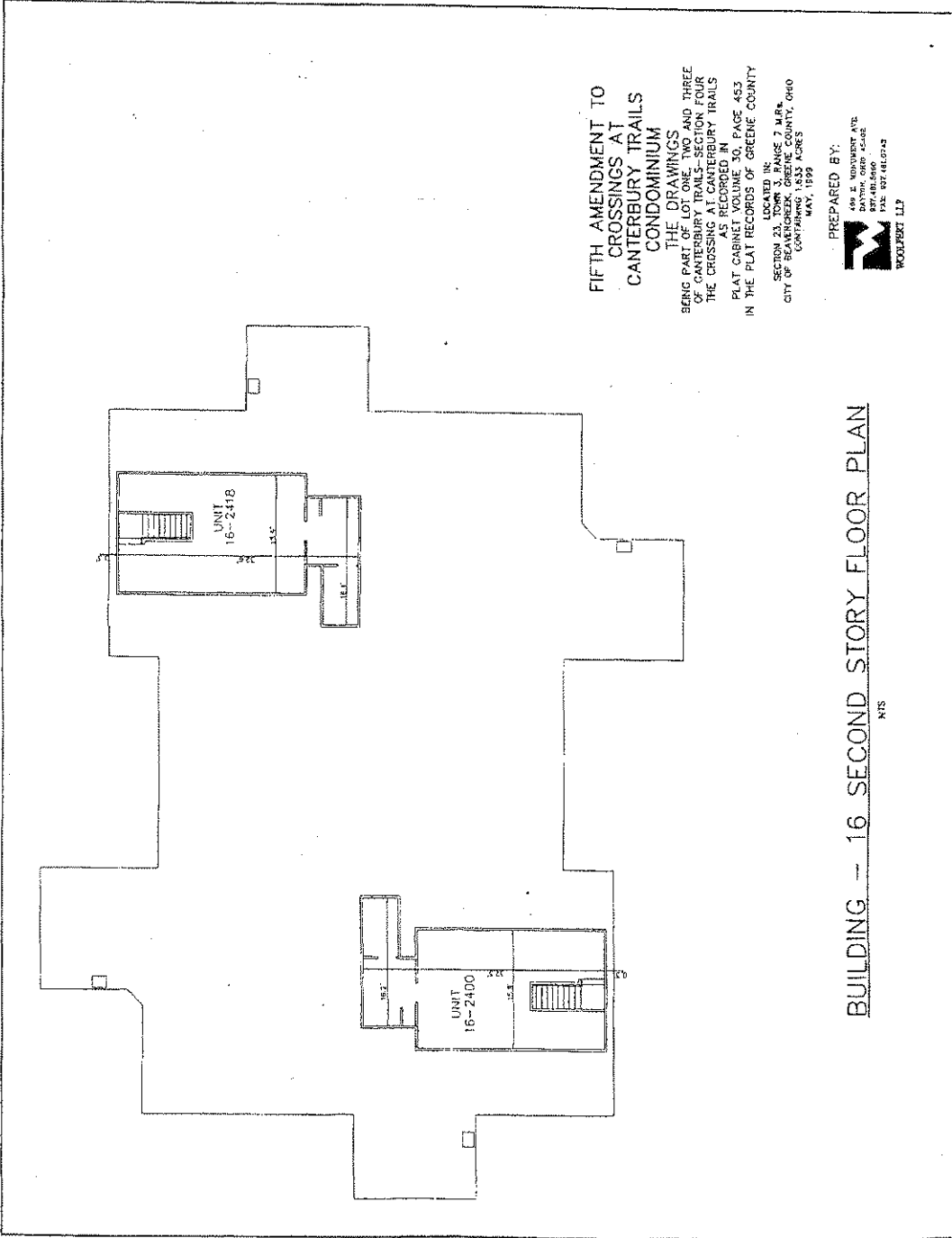
PREPARED BY: WYCKOFF LLP

100 E. WASHINGTON AVE
DAYTON, OHIO 45402
937-4613400
FAX: 937-46-0743

ORDER # 22902.06.037 SHEET 4 OF 11

BUILDING 16 - FIRST STORY FLOOR PLAN

NTS

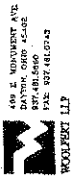


**FIFTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

THE DRAWINGS
BEING PART OF LOT ONE, TWO AND THREE
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

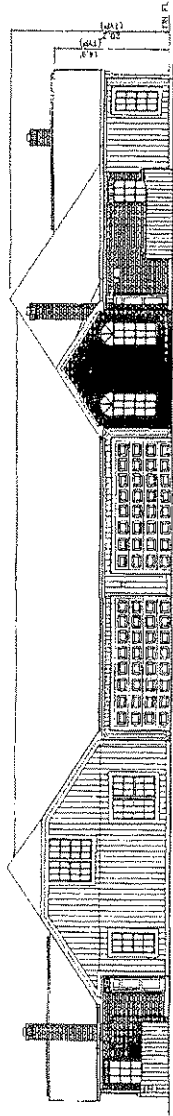
SECTION 23, LOCATED IN
SECTION 16, TOWNSHIP 14 N. R. 10 E.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.633 ACRES
MAY, 1999

PREPARED BY:



BUILDING — 16 SECOND STORY FLOOR PLAN

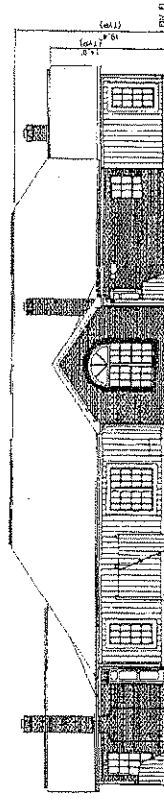
NIS



UNITS 16-2418 & 16-2420

2 CAR GARAGE

BUILDING 16 — ELEVATION
N/S



UNITS 16-2402 & 16-2420

2 CAR GARAGE

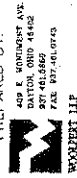
BUILDING 16 — ELEVATION
N/S

**FIFTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

THE DRAWINGS
BEING PART OF LOT ONE, TWO, AND THREE
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

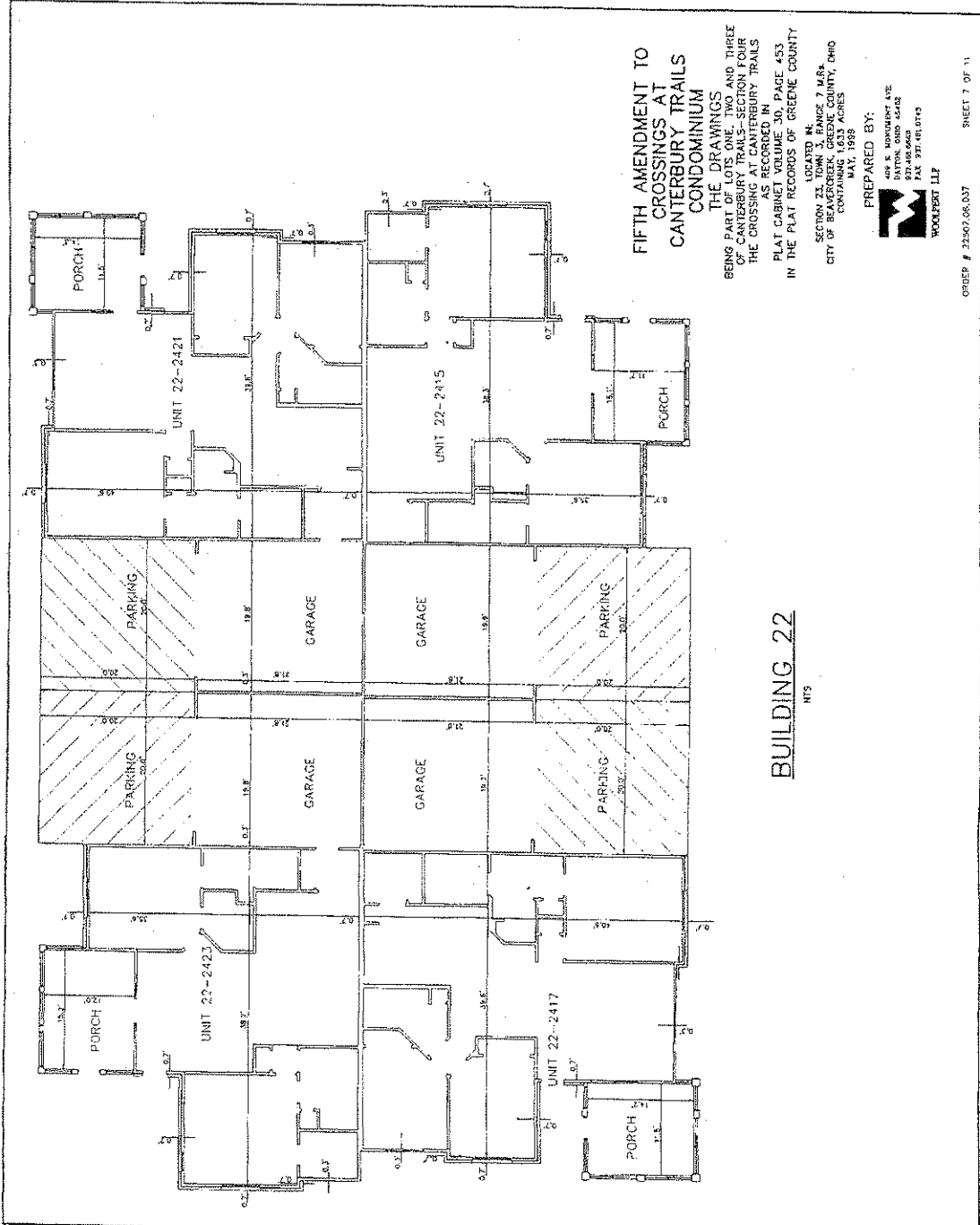
LOCATED IN SECTION 13, TOWNSHIP 10 N., RANGE 7, PLAT
SECTION 13, TOWNSHIP 10 N., RANGE 7, PLAT
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.533 ACRES
MAY, 1999

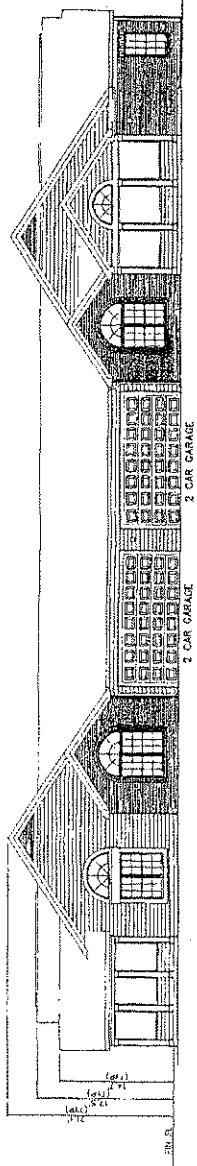
PREPARED BY:



409 E. GONDWALT AVE.
COLUMBUS, OHIO 43260
TEL: 614.860.7000
FAX: 614.860.7000

WARREN LLP



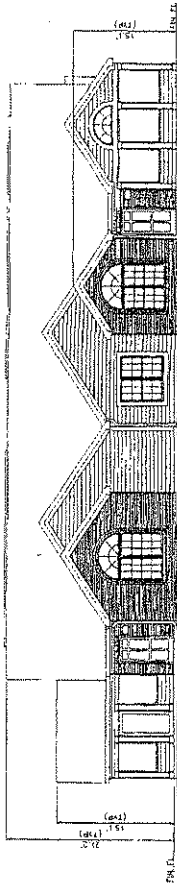


UNITS 22-2415 & 22-2423

BUILDING 22 — ELEVATION

NTS

UNITS 22-2417 & 22-2421



UNITS 22-2415 & 22-2423

BUILDING 22 — ELEVATION

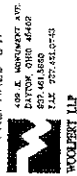
NTS

**FIFTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

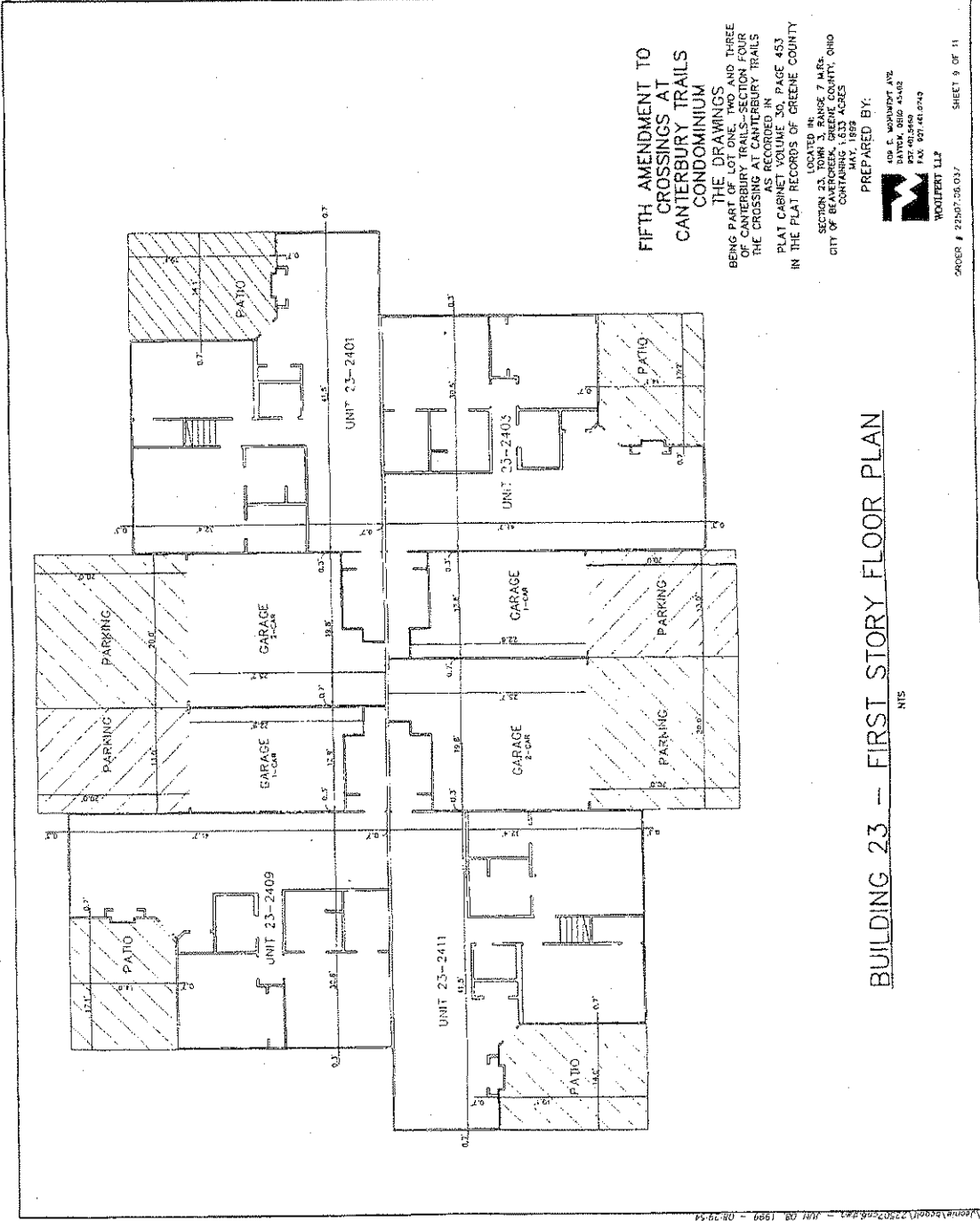
THE DRAWINGS
BEING PART OF LOTS ONE, TWO AND THREE
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
PLAT CABINET VOLUME 301 PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWNSHIP 3, RANGE 7 N.R.3,
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 18.8 ACRES
MAY, 1999

PREPARED BY:



100 E. WOODBURY AVE.
DAYTON, OHIO 45402
603.461.8900
502.297.6200
WOODBERT LLP

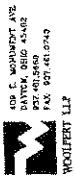


FIFTH AMENDMENT TO CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

THE DRAWINGS BEING PART OF LOT ONE, TWO AND THREE OF CANTERBURY TRAILS-SECTION FOUR OF THE CROSSING AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOLUME 30 PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN RANGE 7 N.R. SECTION 33 TOWNSHIP 10 N. R. 10 E. CITY OF BEAVERCREEK, GREENE COUNTY, OHIO CONTAINING 1.633 ACRES MAY, 1989

PREPARED BY:

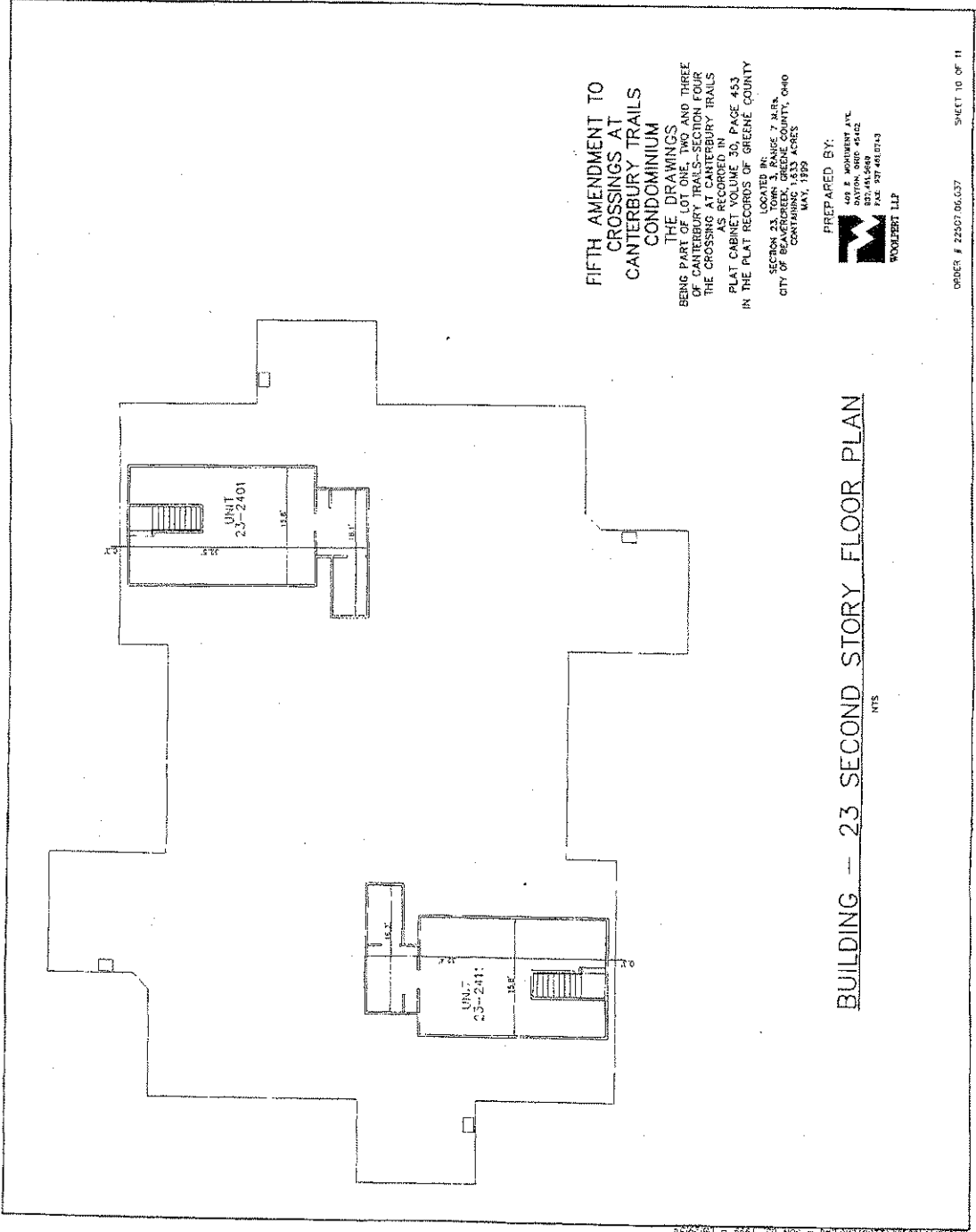


108 S. WASHINGTON AVE.
DAYTON, OHIO 45402
937-461-8660
FAX 937-461-8743

MOULBERT LLP SHEET 9 OF 11
PROJECT # 22207-06-037

BUILDING 23 -- FIRST STORY FLOOR PLAN

N.T.S.



FIFTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

THE DRAWINGS
BEING PART OF LOT ONE, TWO AND THREE
OF CANTERBURY TRAILS-SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN
SECTION 23, TOWNSHIP 7 N. R. 8 E.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.633 ACRES
MAY, 1999

PREPARED BY:

W
WOLPERT LLP
440 E. MAIN STREET, N.E.
DAYTON, OHIO 45402
TEL: 513.588.4444
FAX: 513.588.4444

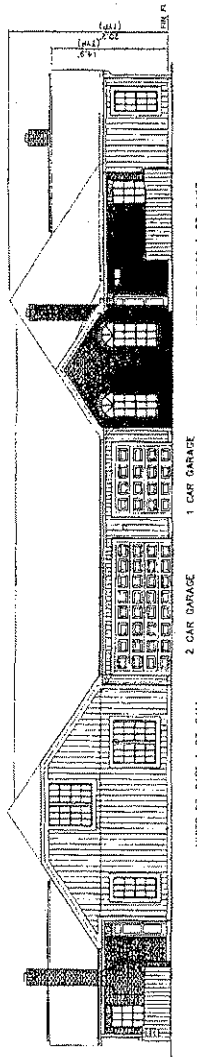
BUILDING -- 23 SECOND STORY FLOOR PLAN

N/S

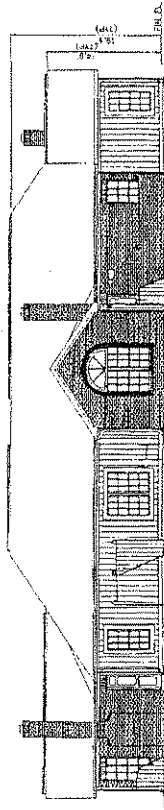
ORDER # 2250706037

SHEET 10 OF 11

C:\work\23sec2\23sec2.dwg - 05/02/99 - 09:29:53



BUILDING 23 -- ELEVATION
N.T.S.



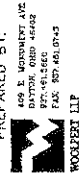
BUILDING 23 -- ELEVATION
N.T.S.

FIFTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

THE DRAWINGS
BEING PART OF LOT ONE, TWO AND THREE
OF SECTION 7 TOWNSHIP 3 NORTH
CANTERBURY TRAILS SECTION FOUR
THE CROSSINGS AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 23, TOWN 3, RANGE 7 N.W.
CITY OF BAYVIEW, GREENE COUNTY, OHIO
CONTAINING 1.993 ACRES
MAY, 1993

PREPARED BY:



CERTIFICATION:

The within Condominium Plan is Part of Lots 2, and 3 of Canterbury Crossing at Canterbury Trails in Plot Cabinet No. 453 in the Plat Records of Greene County, Ohio, containing 1.141 acres conveyed to Crossings at Canterbury, LTD, as recorded in Volume 1011, Page 442 in the Deed Records of Greene County, Ohio.

We hereby certify that these condominium drawings of Crossings at Canterbury Trails constructed in accordance with the Sixth Amendment to the Declaration are certified correct and from pins will be set as shown. Curve distances are measured on the arc.

WOOLPERT LLP
By **Paul F. MacCallum** 1/25/2000
Ohio Professional Surveyor #1561
DATE

By **James D. Rothrock** 1/25/2000
Ohio Professional Engineer #53044
DATE

Transferred on this 12th day of February, 2000.

James A. Dillaway 1/25/2000
GREENE COUNTY RECORDER
Ohio Professional Engineer #53044
DATE

File No. 2000-0100 Plat Cabinet, Vol. 20, Pages 354, 343, 787, 748 & 749
Received for record this 12th day of January, 2000.
at 3:28
Recorded this 12th day of January, 2000.

Karen J. Whist
GREENE COUNTY RECORDER

SIXTH AMENDMENT TO CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM THE DRAWINGS BEING PART OF LOT TWO AND THREE OF CANTERBURY TRAILS-SECTION FOUR THE CROSSING AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOLUME 30, PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY CITY OF BEAVERCREEK, OHIO

LOCATED IN: SECTION 23, TOWN 3, RANGE 7, MER. CO. GREENE COUNTY, OHIO
CONTAINING 1.141 ACRES
PREPARED BY: JAMES D. ROTHROCK
207 501 2510
207 501 2510
FAX: 507 161 9743
WOOLPERT LLP

Paul F. MacCallum
Ohio Professional Surveyor #1561

James D. Rothrock
Ohio Professional Engineer #53044

James A. Dillaway
Ohio Professional Engineer #53044

Karen J. Whist
Ohio Professional Recorder #1561

DEDICATION:

We, the undersigned, being the owner of the land herein shown do hereby acknowledge the making and signing of the within Condominium Plan to be our voluntary act and deed. Patrick Boardman is a platted non-dedicated street.

Easements shown are reserved for the construction, operation, maintenance, repair, replacement, or removal of overhead electric, telephone or other utility lines or services to the free use of said utilities and for providing and maintaining the premises for said purposes and are to be maintained as such forever.

The undersigned owner hereby consents to and joins in the submission of the land herein described and their interests therein to the Sixth Amendment to the Declaration of Condominium to be filed with the Recorder of Greene County, Ohio, and to the completion of the same in accordance with the provisions of the Condominium Statute of the State of Ohio. For Dedication see Volume 1011, Page 442, as amended to date.

Signed and acknowledged in the presence of:

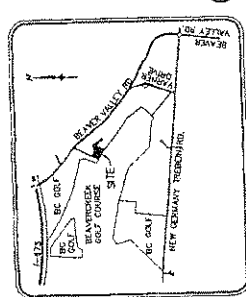
Paul F. MacCallum
Witness
James D. Rothrock
Witness

James A. Dillaway
Witness
Karen J. Whist
Witness

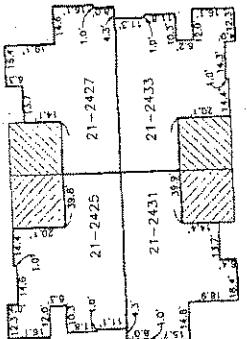
State of Ohio
County of **WARREN**
I, **MAK**
do hereby certify that on this 12th day of January, 2000, before me came Crossings at Canterbury Trails Development Corp., Managing Member of Crossings at Canterbury, LTD, who acknowledged the signing of the same and deed as such officer for and on the part of said limited liability company and said corporation.

In testimony whereof I have hereunto set my hand and the official seal on the day and date above written.

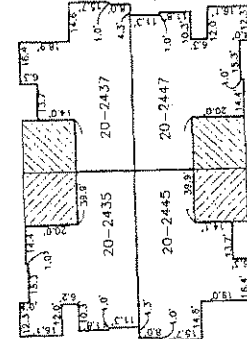
Maureen J. Peterson
Notary Public in and for the State of Ohio
My Commission expires: 1/21/2005



VICINITY MAP



BUILDING NO. 21



BUILDING NO. 20

LIMITED COMMON FOR PATIO OR PARKING

ORDER # 22507.08.037

SHEET 1 OF 7



**SIXTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM**

THE DRAWINGS
BEING PART OF LOT TWO AND THREE
OF CANTERBURY TRAILS--SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN
SECTION 23, RANGE 7 N. E.,
TOWNSHIP 10 S., RANGE 7 E.,
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.14 ACRES
FEBRUARY, 2000

PREPARED BY:

408 E. MICHIGAN AVE.
DAYTON, OHIO 45402
877-481-5600
FAX: 937-261-0710

WYOLFERT LLP

LEGAL DESCRIPTION

Slits in Section 23, Township 10 S., Range 7 N. E., City of Beavercreek, County of Greene, State of Ohio, and being part of Lots Two and Three of the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30, Page 453, are amended to read, mirroring plat, surveys, etc. refer to the records of the Greene County Recorder's Office, unless noted otherwise, and being more particularly bounded and described as follows:

Beginning at the southwest corner of PTH Amendment to the Crossings of Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30, Page 453, said point being one on a north line of a tract of land conveyed to the City of Beavercreek as recorded in Volume 888, Page 244; thence along the north line of said City of Beavercreek land, North fifty-six degrees forty-nine minutes and one second West (046°49'12" W) for two hundred thirty-nine and 05/100 feet (239.95') to the east west line of said Part Lot Three;

thence along the west line of said Part Lot Three, North twenty-five degrees forty-six minutes thirty-one seconds East (N25°46'31"E) for one hundred fifty-four and 89/100 feet (154.89'); thence departing the west line and over said Part Lot Three for the following two (2) courses:

1. South sixty-two degrees twelve minutes fifty-six seconds East (S62°12'56"E) for one hundred thirty-six and 82/100 feet (136.05);

2. North sixty-three degrees fifty-nine seconds East (N63°59'49"E) for ninety-seven and 25/100 feet (97.25') to the north line of said Lot Two;

thence along the north line of said Lot Two for the following four (4) courses:

1. South twenty degrees two minutes forty seconds East (S20°2'40"E) for six and 13/100 feet (6.13') to a point of curvature;

2. on a curve to the left with a radius of two hundred thirty-one and 00/100 feet (231.00') for an arc distance of sixty-four and 97/100 feet (64.97'), [chord bearing South thirty-six degrees thirty-three seconds East (S36°33'07"E) for sixty-four and 76/100 feet (64.76'), delta angle of said curve being sixteen degrees six minutes fifty-four seconds (16°06'54") to a point of tangency;

3. South thirty-six degrees nine minutes thirty-four seconds East (S36°09'34"E) for one hundred forty-five and 21/100 feet (145.21') to a point of curvature;

4. on a curve to the right with a radius of two hundred twenty-five and 00/100 feet (225.00') for an arc distance of five and 50/100 feet (5.50'), [chord bearing North thirty-six degrees fifty-one minutes thirty-six seconds East (N36°51'36"E) for five and 50/100 feet (5.50'), delta angle of said curve being one degree twenty-four minutes three seconds (1°24'03") to the west boundary of said PTH Amendment;

thence departing the north line of said Lot Two and along said west boundary for the following seven (7) courses:

1. South fifty degrees forty-eight minutes forty-seven seconds West (S50°48'47"W) for twenty-five and 02/100 feet (25.02);

2. on a non-tangent curve to the right with a radius of two hundred fifty and 00/100 feet (250.00') for an arc distance of six and 34/100 feet (6.34'), [chord bearing North thirty-six degrees thirty-three minutes ten seconds West (N36°33'10"W) for six and 34/100 feet (6.34'), delta angle of said curve being one degree twenty-seven minutes twelve seconds (1°27'12") to a point of tangency;

3. North thirty-six degrees nine minutes thirty-four seconds West (N36°09'34"W) for fifty-six and 69/100 feet (56.55') to a point of curvature;

4. on a curve to the left with a radius of one hundred and 00/100 feet (100.00') for an arc distance of twenty-three and 51/100 feet (23.51'), [chord bearing North thirty-six degrees thirty-three minutes ten seconds West (N36°33'10"W) for twenty-three and 46/100 feet (23.46'), delta angle of said curve being thirteen degrees twenty-eight minutes fifteen seconds (13°28'15") to a point of tangency;

5. North forty-nine degrees thirty-seven minutes forty-nine seconds West (N49°37'49"W) for twenty and 36/100 feet (20.36') to a point of curvature;

6. on a curve to the right with a radius of two hundred and 00/100 feet (200.00') for an arc distance of thirty-six and 50/100 feet (36.50'), [chord bearing North forty-four degrees twenty-three minutes forty-two seconds West (N44°23'42"W) for thirty-six and 50/100 feet (36.50'), delta angle of said curve being ten degrees twenty-eight minutes thirteen seconds (10°28'13")

7. South twenty-five degrees four minutes four seconds West (S27°47'04"W) for one hundred twenty-seven and 33/100 feet (127.33') to the northeast corner of said City of Beavercreek lot and the TRUE POINT OF BEGINNING, containing one and 14/100 (1.14) acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and statements contained in any instrument of record pertaining to the above described tract of land.

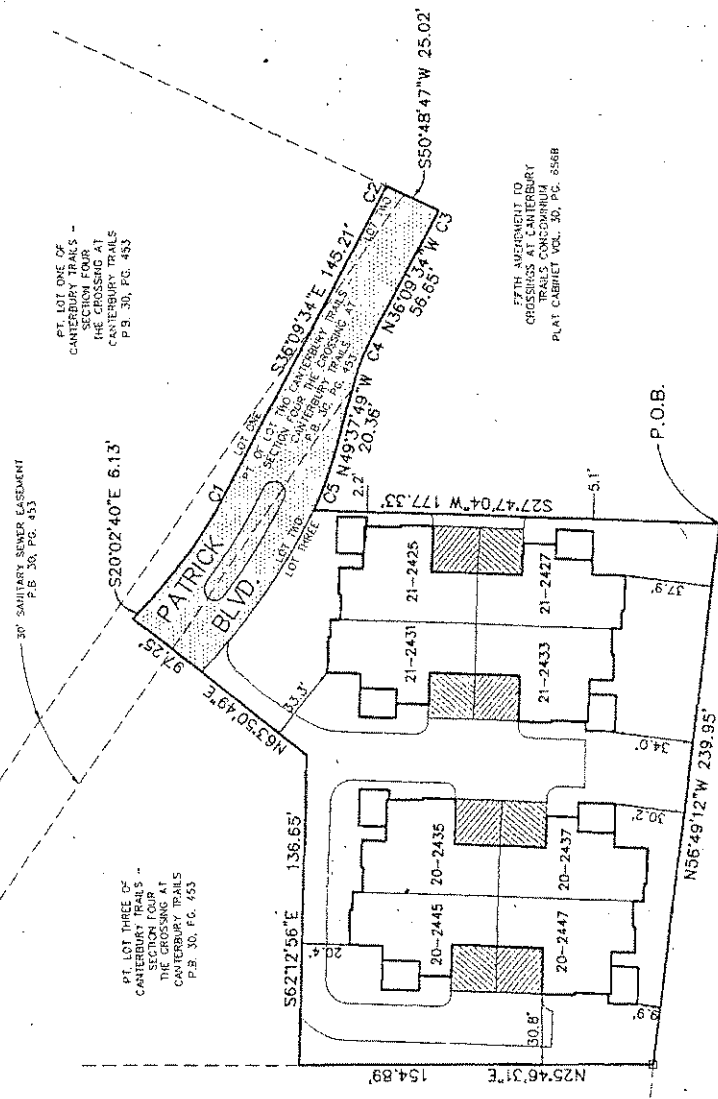
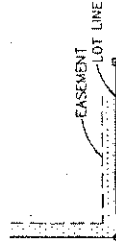
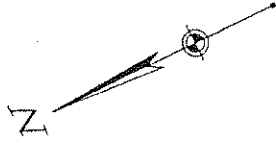
CONTAINING 1.141 ACRES
FEBRUARY, 2000

PREPARED BY:

409 E. MONTMONT AVE
DAYTON, OHIO 45402
502.461.5660
FAX: 937.461.0743



WOOLPERT LLP



PT. LOT ONE OF
CANTERBURY TRAILS -
SECTION FOUR
CANTERBURY TRAILS
P.B. 30, PG. 453

30' SANITARY SEWER EASEMENT
P.B. 30, PG. 453

PT. LOT THREE OF
CANTERBURY TRAILS -
SECTION FOUR
CANTERBURY TRAILS
P.B. 30, PG. 453

86' 09" P
VOL. 1, PG. 10

57' 8" EASEMENT TO
CROSSING AT CANTERBURY
TRAILS CONCERNING
PLAT CABINET VOL. 30, PG. 856B

CITY OF BEAVERCREEK
VOL. 686, PG. 244

- UTILITY EASEMENT P.B. 30, PG. 453
- LIMITED COMMON FOR PATIO OR PARKING

ALL AREAS NOT DESIGNATED AS UNITS OR
LIMITED COMMON AREAS ARE COMMON AREAS
20-2445 = UNIT DESIGNATION (TYPICAL)



SCALE: 1"=40'
GRAPHIC SCALE IN FEET

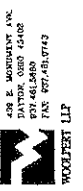
AREA SUMMARY

LOT 2	LOT 3	TOTAL
0.186 AC.	0.975 AC.	1.141 AC.

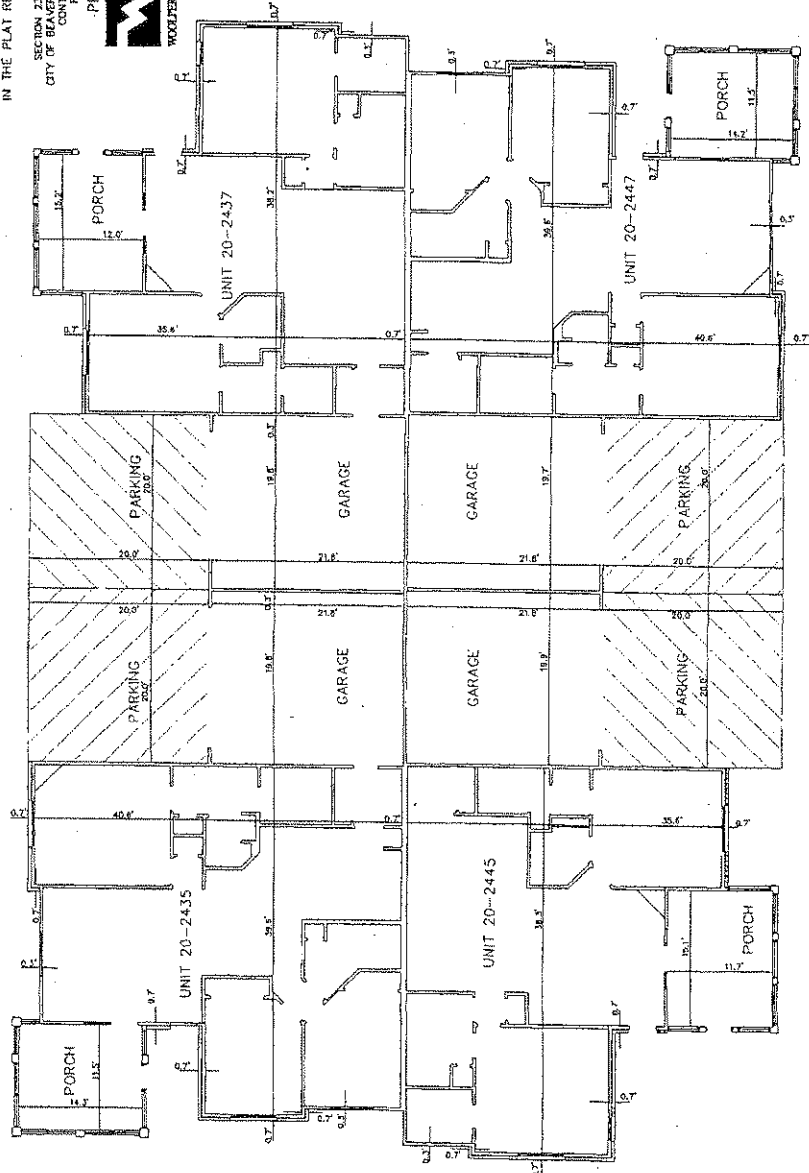
SIXTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

THE DRAWINGS
BEING PART OF LOT TWO AND THREE
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
CONDOMINIUM PROJECT
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY
SECTION 23, TOWN RANGE 7 N.84,
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.141 ACRES
FEBRUARY, 2000

PREPARED BY:



438 E. MORTIMER AVE.
DAYTON, OHIO 45408
937-684480
FAX 937-684743



BUILDING 20
N.T.S.

\\sawyer\work\planning\swamp\dwg\24_2000 - 15-12-12

SIXTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

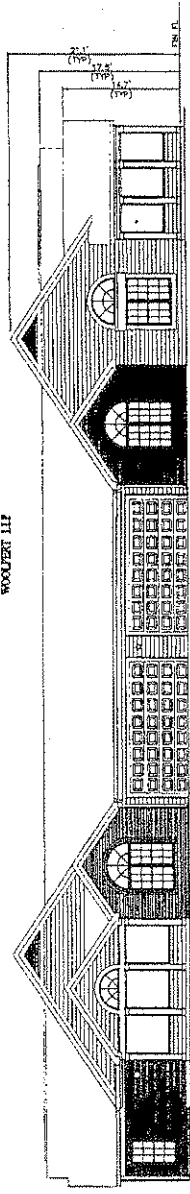
THE DRAWINGS
BEING PART OF LOT TWO AND THREE
OF CANTERBURY TRAILS—SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
PLAT CABINET VOLUME 30, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN
SECTION 23, TOWN 3, RANGE 7, W. 4.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.141 ACRES
FEBRUARY, 2000

PREPARED BY:

M
409 E. MINNERS AVE.
DAYTON, OHIO 45402
TELEPHONE: 513-233-1111
FAX: 513-233-1111

WOODRUE III

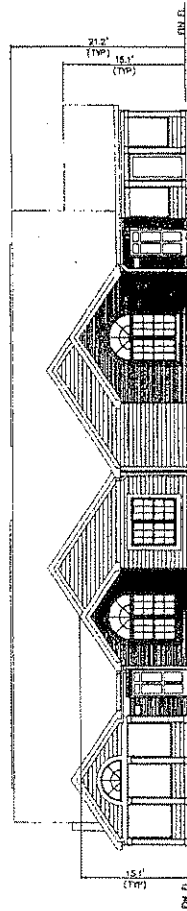


UNITS 20-2445 & 20-2437

2 CAR GARAGE

UNITS 20-2447 & 20-2435

BUILDING 20 — ELEVATION
N.T.S.



UNITS 20-2447 & 20-2435

UNITS 20-2437 & 20-2445

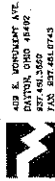
BUILDING 20 — ELEVATION
N.T.S.

SIXTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

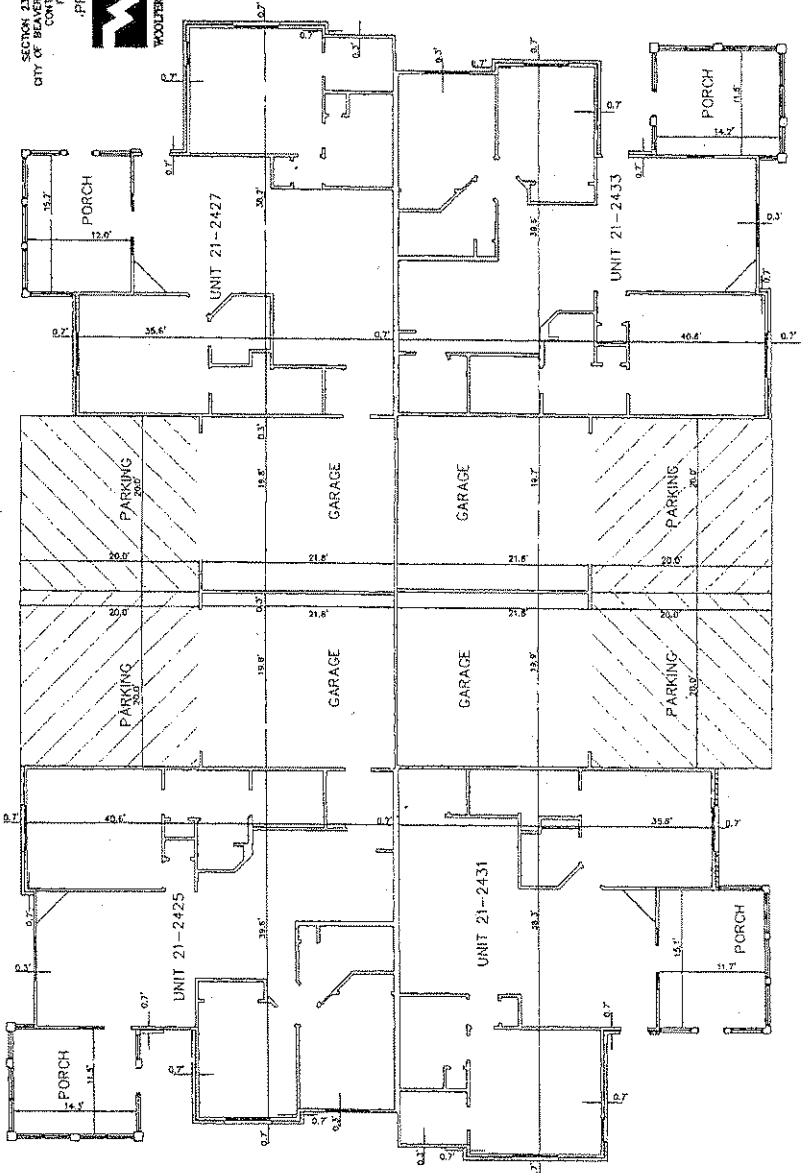
THE DRAWINGS
REPRESENT THE THIRD, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN, TWELVE, THIRTEEN, FOURTEEN, FIFTEEN, SIXTEEN, SEVENTEEN, EIGHTEEN, NINETEEN, TWENTY, TWENTY-ONE, TWENTY-TWO, TWENTY-THREE, TWENTY-FOUR, TWENTY-FIVE, TWENTY-SIX, TWENTY-SEVEN, TWENTY-EIGHT, TWENTY-NINE, THIRTY, THIRTY-ONE, THIRTY-TWO, THIRTY-THREE, THIRTY-FOUR, THIRTY-FIVE, THIRTY-SIX, THIRTY-SEVEN, THIRTY-EIGHT, THIRTY-NINE, AND FORTY UNIT FLOOR PLANS FOR THE CROSSING AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOLUME 30, PAGE 453 IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN:
SECTION 21, TOWN 3, RANGE 7 M.R.
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
COMMUNITY DEVELOPMENT DEPARTMENT
FEBRUARY, 2000

PREPARED BY:



WOODBERT LLP



BUILDING 21
NTS

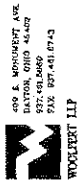
C:\G001\B001\21\21-2431\21-2431.dwg, FEB 24 2000 - 1:15:17

SIXTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS
CONDOMINIUM

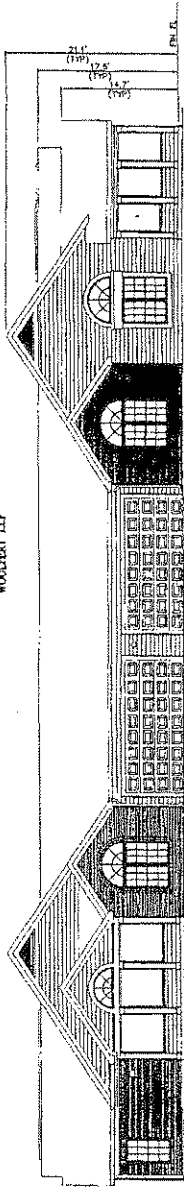
THE DRAWINGS
BEING PART OF LOT TWO AND THREE
OF CANTERBURY TRAILS--SECTION FOUR
THE CROSSING AT CANTERBURY TRAILS
AS RECORDED IN
PLAT CABINET VOLUME 36, PAGE 453
IN THE PLAT RECORDS OF GREENE COUNTY

LOCATED IN
SECTION 21, TOWNSHIP 2, N.W. 2,
CITY OF BEAVERCREEK, GREENE COUNTY, OHIO
CONTAINING 1.141 ACRES
FEBRUARY, 2000

PREPARED BY:



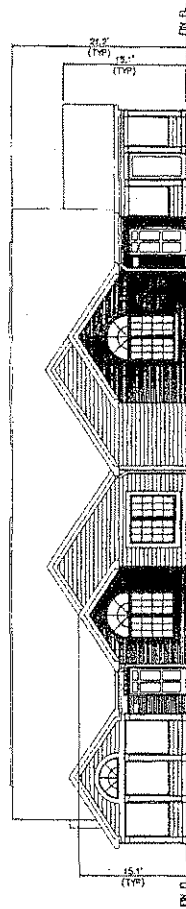
400 E. WOODBURY AVE.
DALTON, OHIO 45427
937.681.8669
FAX 937.481.8743
WOOLBERT III



UNITS 21-2438 & 21-2427

UNITS 21-2433 & 21-2425

BUILDING 21 -- ELEVATION
NTS



UNITS 21-2433 & 21-2425

UNITS 21-2427 & 21-2431

BUILDING 21 -- ELEVATION
NTS

026688

SEVENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

2000 DEC 13 PM 12:48
42.00
KAREN J. WRIGHT
GREENE CO. RECORDER
XENIA, OHIO

This seventh amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the 12th day of December, 2000.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.298 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.
3. Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
5. Improvement Description. The Additional Property added to the Condominium Property hereby contains two buildings, each containing four dwelling units, a total of eight (8) dwelling units, and expands the Condominium to contain a total of seventy-six (76) dwelling units, each of which is called a "Unit". The buildings are of traditional style, ranch type, with quadplex layouts, so that each dwelling unit in a building faces in a different direction and so that the garage spaces in a building adjoin at the center of a building. Each Unit has an attached two-car garage and a screened

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Seventh Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the Seventh Amendment to the Drawings attached thereto, were filed with this office on Dec. 13, 2000.

VOL 148 / PG 417

By Luzanna A. Delaney cga
Greene County Auditor

12-13-00
Fee _____
LAWANNA A. DELANEY, GREENE COUNTY AUDITOR

veranda. The Units added hereby do not have basements. The buildings are of wood frame construction on concrete slabs, with brick or stone and wood siding and fiberglass shingle roofs. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick or stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Seventh Amendment to Crossings at Canterbury Trails Condominium Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. An example of a proper Unit designation is "Unit 6-2303". A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage, and in the case of Units without a screened or enclosed veranda, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. In all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12th day of December, 2000.

Signed and acknowledged
in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

By: EQUITY RESIDENTIAL DEVELOPMENT
CORPORATION, managing member,
an Ohio corporation

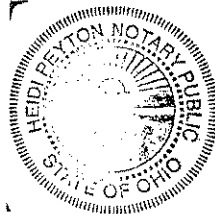
Tim Nowlin
(Print Name) Tim Nowlin

By: Robert Lowe President
(Name) (Title)

Amber McIntosh
(Print Name) Amber McIntosh

STATE OF OHIO
COUNTY OF WARREN, SS:

This instrument was acknowledged before me by ROBERT LOWE, the PRESIDENT of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 12th day of December, 2000.



Heidi Peyton
Notary Public

NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 1/27/05

VOL 148 | PG 419

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-3352.

EXHIBIT A

SEVENTH AMENDEMNT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
 (1.298 acres)

DESCRIPTION OF
 SEVENTH AMENDMENT TO CROSSINGS AT
 CANTERBURY TRAILS CONDOMINIUM
 GREENE COUNTY, OHIO
 CONTAINING 1.298 ACRES
 December 8, 2000

Situate in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being part of Lot One of Canterbury Trails – Section Four of the Crossings of Canterbury Trails as recorded in Plat Cabinet Volume 30. Page 453A-454A (all references to deeds, microfiche, plats, surveys, etc. refer to the records of Greene County Recorders Office, unless otherwise noted) and being more particularly bounded and described as follows:

Beginning at the Northwest corner of the Fifth Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30 Page 656B;

Thence along the west line of said Fifth Amendment, S 50 48' 47" W 209.97' to a point in the North line of Patrick Boulevard and a point in a North line of the Sixth Amendment to the Crossings at Canterbury Trails;

Thence along said North line of the Sixth Amendment to the Crossings at Canterbury Trails, the following 3 courses: N 36 09' 34" W 145.21' to a point;

Thence along a curve to the right, the chord of which bears N 28 06' 07" W 64.76', with a radius of 231.00' to a point;

Thence N 20 02' 30" W 78.58' to a point;

Thence along a new division line, N 50 34' 26" E 162.65' to a point in the North line of said Fifth Amendment and the South line of John Varner as recorded in Volume 2 Page 29;

Thence along said South line of John Varner, S 39 25' 34" E 288.97' to the Place of Beginning containing 1.298 acres, more or less, subject to all covenants, conditions, restriction, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared from a field survey performed by EMH&T Engineers in December, 2000, with bearings based upon Canterbury Trails – Section Four.

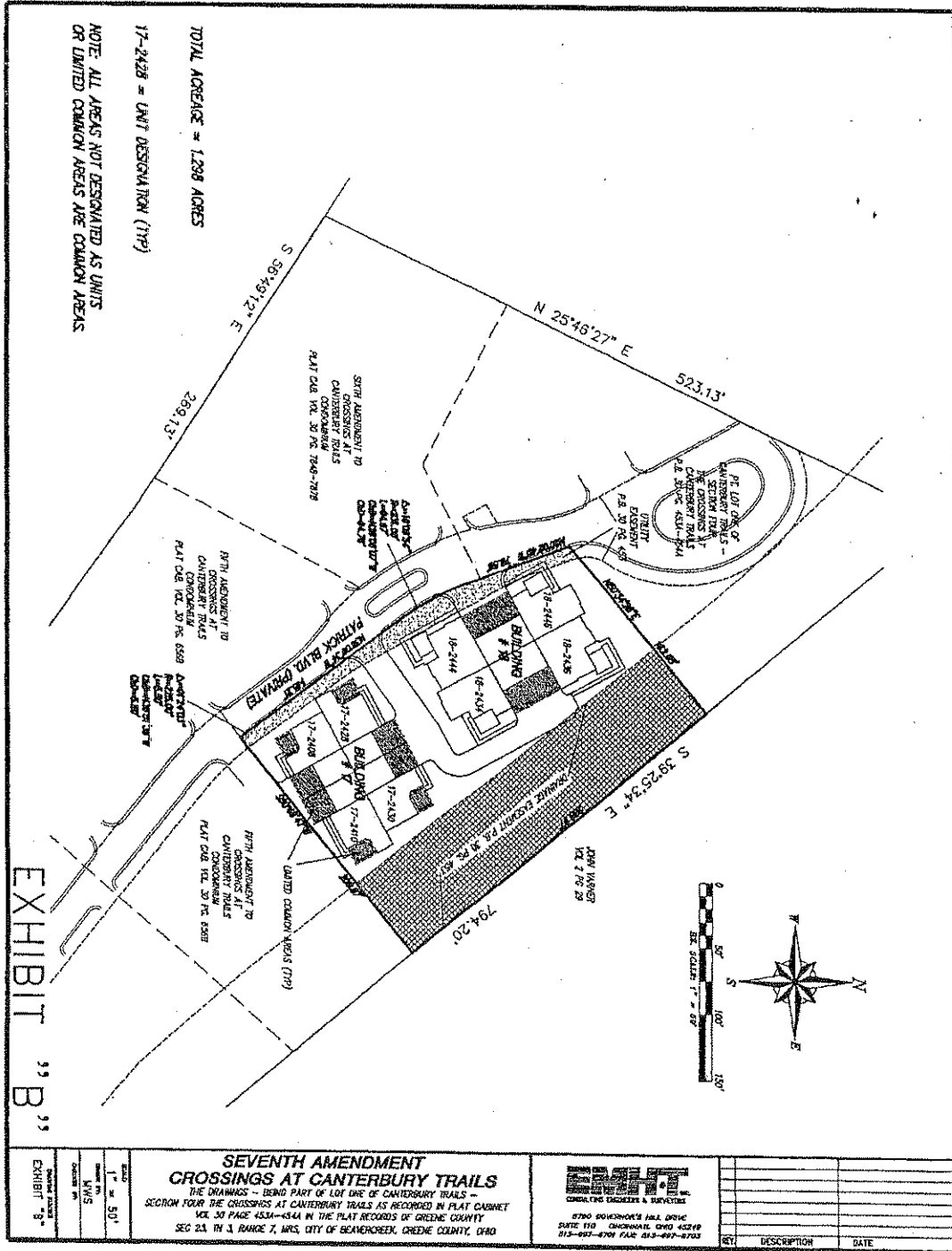
EMH&T Engineers



Charles J. Kluener
 Ohio Professional Surveyor # 8057

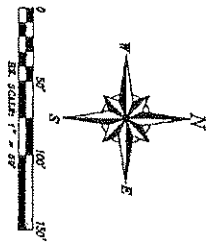
EXHIBIT B
SEVENTH AMENDEMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Property Added



TOTAL ACREAGE = 1.298 ACRES
 17-2428 = UNIT DESIGNATION (TYP)
 NOTE: ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREAS ARE COMMON AREAS

EXHIBIT B



SEVENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS
 THE DRAWINGS - BEING PART OF LOT ONE OF CANTERBURY TRAILS -
 SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET
 VOL. 30 PAGE 4534-4544 IN THE PLAT RECORDS OF GREENE COUNTY
 SEC 23, T4 N, R3 E, CITY OF BEAVERCREEK, GREENE COUNTY, OHIO

STATE OF OHIO
CONCEAL ENGINEERS & SURVEYORS
 8700 GOVERNORS HILL DRIVE
 SUITE 110 CINCINNATI, OHIO 45248
 513-967-4700 FAX: 513-967-4703

REV.	DESCRIPTION	DATE

EXHIBIT C

SEVENTH AMENDEMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Entire Tract

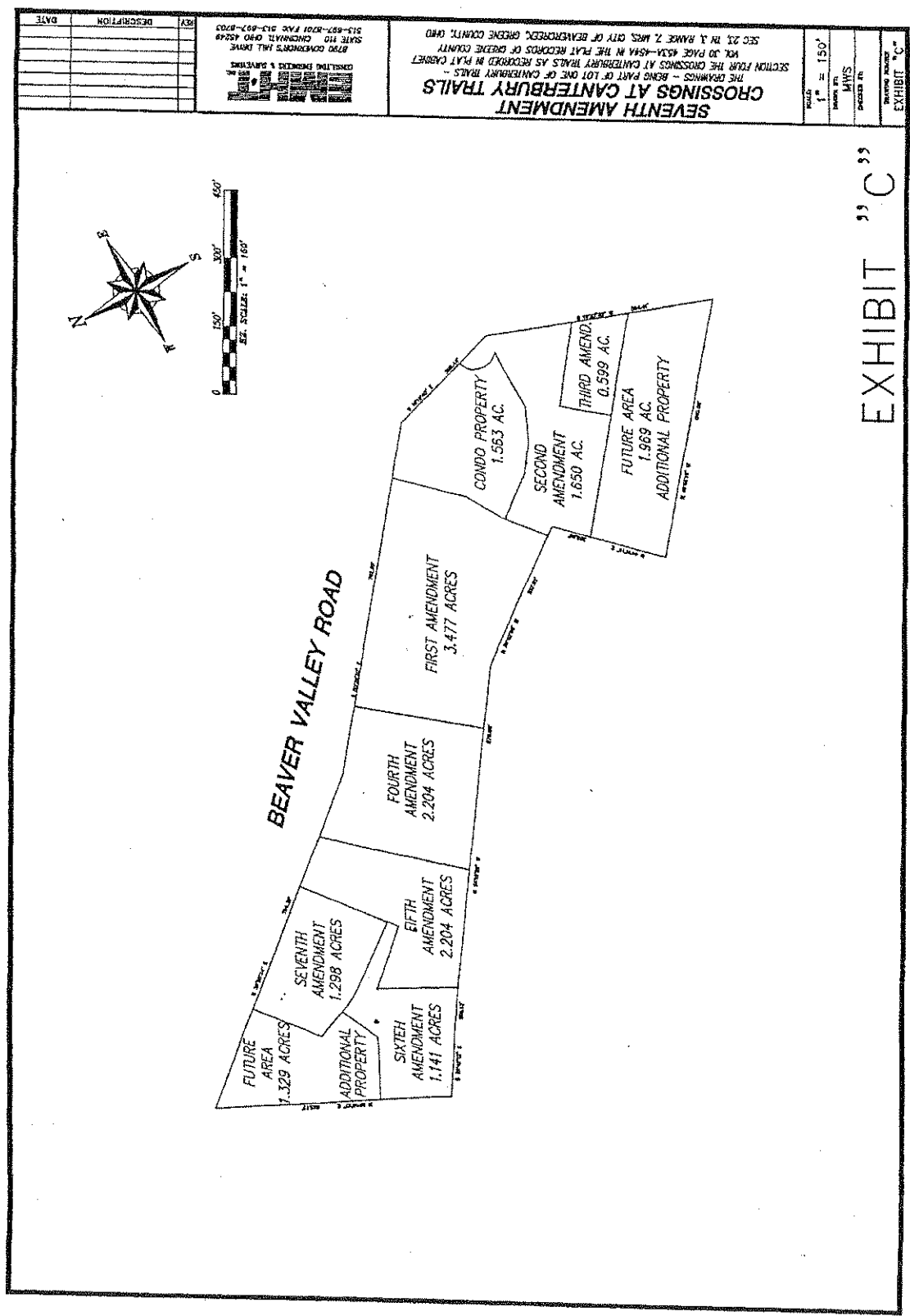


EXHIBIT "C"

EXHIBIT D
 SEVENTH AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E

SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUMUnit InformationI. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	1.251%
2306	2306 Patrick Boulevard	1	V	1.0	1.251
2310	2310 Patrick Boulevard	1	V	1.0	1.251
2312	2312 Patrick Boulevard	1	CH	1.0	1.251
2314	2314 Patrick Boulevard	2	AB	1.1	1.388
2316	2316 Patrick Boulevard	2	CA	1.1	1.388
2320	2320 Patrick Boulevard	2	CA	1.1	1.388
2322	2322 Patrick Boulevard	2	AB	1.1	1.388
2336	2336 Patrick Boulevard	12	CA	1.1	1.388
2338	2338 Patrick Boulevard	12	AB	1.1	1.388
2330	2330 Patrick Boulevard	12	AB	1.1	1.388
2332	2332 Patrick Boulevard	12	CA	1.1	1.388
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.251
2350	2350 Patrick Boulevard	13	CH	1.0	1.251
2340	2340 Patrick Boulevard	13	CH	1.0	1.251
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.251
2362	2362 Patrick Boulevard	14	CA	1.1	1.388
2354	2354 Patrick Boulevard	14	AB	1.1	1.388
2360	2360 Patrick Boulevard	14	AB	1.1	1.388
2352	2352 Patrick Boulevard	14	CA	1.1	1.388
4-2325	2325 Patrick Boulevard	4	CA	1.1	1.388
4-2323	2323 Patrick Boulevard	4	AB	1.1	1.388
4-2803	2803 Stefan Place	4	AB	1.1	1.388
4-2805	2805 Stefan Place	4	CA	1.1	1.388
5-2802	2802 Stefan Place	5	CH	1.0	1.251
5-2806	2806 Stefan Place	5	V	1.0	1.251
5-2803	2803 Austin Place	5	V	1.0	1.251
5-2805	2805 Austin Place	5	CH	1.0	1.251
6-2303	2303 Patrick Boulevard	6	CH	1.0	1.251
6-2301	2301 Patrick Boulevard	6	V	1.0	1.251
6-2814	2814 Austin Place	6	V	1.0	1.251
6-2816	2816 Austin Place	6	CH	1.0	1.251
7-2810	2810 Austin Place	7	CH	1.0	1.251
7-2820	2820 Austin Place	7	V	1.0	1.251
7-2784	2784 Austin Place	7	V	1.0	1.251
7-2780	2780 Austin Place	7	CH	1.0	1.251
15-2392	2392 Patrick Boulevard	15	CH	1.0	1.251
15-2394	2394 Patrick Boulevard	15	V	1.0	1.251
15-2388	2388 Patrick Boulevard	15	V	1.0	1.251
15-2386	2386 Patrick Boulevard	15	CH	1.0	1.251
24-2397	2397 Patrick Boulevard	24	AB	1.1	1.388
24-2395	2395 Patrick Boulevard	24	CA	1.1	1.388
24-2389	2389 Patrick Boulevard	24	CA	1.1	1.388
24-2387	2387 Patrick Boulevard	24	AB	1.1	1.388

009304

EIGHTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

2001 APR 19 AM 10:24
42
MARY L. MORRIS
GREENE CO. RECORDER
XENIA, OHIO

This eighth amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the ~~19th~~ day of April, 2001.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.329 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains one building containing four dwelling units and expands the Condominium to contain a total of eighty (80) dwelling units, each of which is called a "Unit". The building is of traditional style, ranch type, with a quadplex layout, so that each Unit in the building faces in a different direction and so that the garage spaces in the building adjoin at the center of the building. Each Unit has an attached two-car garage and a screened veranda. The Units added hereby do not have

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Eighth Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the Eighth Amendment to the Drawings attached thereto, were filed with this office on 7-19, 2001.

By L. W. Delaney, Jr.
Greene County Auditor

TRANSFERRED
FOR REC'D O.R.C.
01 APR 19 AM 10:11
TERRY L. AHEY
LOVEBORN & CO. AUDITORS
GREENE COUNTY AUDITOR

YOL 1524 PG 857

basements. The building is of wood frame construction on a concrete slab, with brick or stone and wood siding and a fiberglass shingle roof. The principal materials of which the building is constructed are wood, glass, concrete, concrete block, brick or stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Eighth Amendment to Crossings at Canterbury Trails Condominium The Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. An example of a proper Unit designation is "Unit 6-2303". A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17th day of April, 2001.

Signed and acknowledged in the presence of:

CROSSINGS AT CANTERBURY, LTD., an Ohio limited liability company

Amber S. McIntosh
(Print Name) Amber S. McIntosh

By: EQUITY RESIDENTIAL DEVELOPMENT CORPORATION, managing member, an Ohio corporation

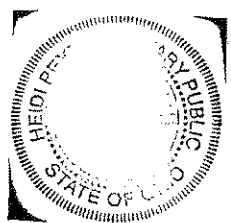
By: Robert Lowe president
(Name) (Title)

Heidi Peyton
(Print Name) HEIDI PEYTON

STATE OF OHIO COUNTY OF WARREN, SS:

This instrument was acknowledged before me by ROBERT LOWE, the PRESIDENT of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 17th day of April, 2001.

Heidi Peyton
Notary Public



NOTARY PUBLIC STATE OF OHIO MY COMMISSION EXPIRES

YOL 1524FG859

EXHIBIT A

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added

(1.329 acres)

DESCRIPTION OF
EIGHTH AMENDMENT TO CROSSINGS AT
CANTERBURY TRAILS CONDOMINIUM
GREENE COUNTY, OHIO
CONTAINING 1.329 ACRES
March 8, 2001

Situate in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being part of Lots One, Two and Three of Canterbury Trails - Section Four of the Crossings of Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 453A-454A (all references to deeds, microfiche, plats, surveys, etc. refer to the records of Greene County Recorders Office, unless otherwise noted) and being more particularly bounded and described as follows:

Beginning at the Northwest corner of the Seventh Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30 Page 671;

Thence along the westerly line of said Seventh Amendment, South 50°34'26" West, 162.65 feet to the northerly line of Patrick Boulevard;

Thence easterly along said northerly line of Patrick Boulevard South 20°02'40" East, 72.45 feet the northwesterly corner of the Sixth Amendment to Crossings at Canterbury Trails as recorded in Plat Cabinet Volume 30 Pg. 784B-787B;

Thence southwesterly along the westerly line of said Sixth Amendment, South 63°50'49" West, 97.25 feet;

Thence westerly continuing along said Sixth Amendment, North 62°12'56" West, 136.65 feet to the westerly line of the original Lot One of Canterbury Trails - Section Four. The Crossings at Canterbury Trails as recorded in Plat Cabinet Volume 30 Pages 453A-454A;

Thence northerly along said westerly line of Lot One, North 25°48'27" East, 523.13 feet to the southerly line of John Vamer as recorded in Vol 2 Pg 29;

Thence easterly along said southerly line of John Vamer, South 39°25'34" East, 234.42 feet to the Place of Beginning containing 1.329 acres, more or less, subject to all covenants, conditions, restriction, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

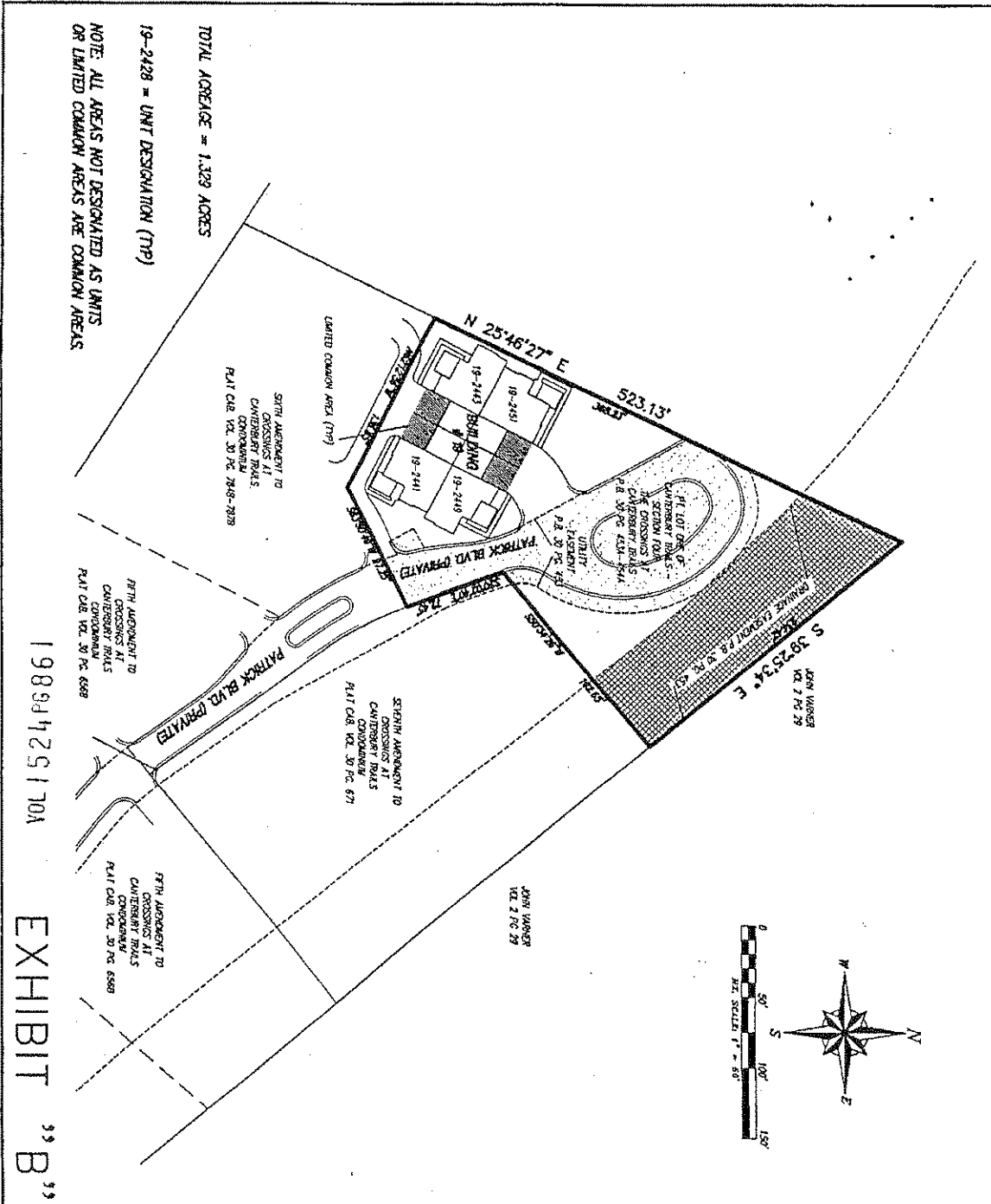
Bearings based upon Canterbury Trails - Section Four.

EMH&T Engineers


Charles J. Kjuener
Ohio Professional Surveyor # 8057

EXHIBIT B
EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

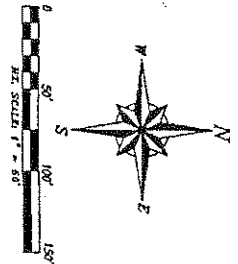
Sketch Plot Plan, Property Added



TOTAL ACREAGE = 1.329 ACRES
 19-2428 = UNIT DESIGNATION (TYP)
 NOTE: ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREAS ARE COMMON AREAS

1989J4525170A

EXHIBIT "B"



EIGHTH AMENDMENT CROSSINGS AT CANTERBURY TRAILS THE DRAWINGS - BEING PART OF LOT ONE OF CANTERBURY TRAILS - SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOL. 30 PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY SEC 23, IN 1, RANGE 7, WRS, CITY OF BEAVERCREEK, GREENE COUNTY, OHIO	 8790 COOVERMOR'S HILL DRIVE SUITE 110 CINCINNATI, OHIO 45240 513-687-8701 FAX 513-687-8702	REV	DESCRIPTION	DATE

EXHIBIT C
EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Entire Tract

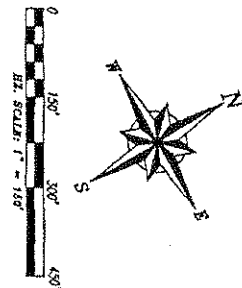
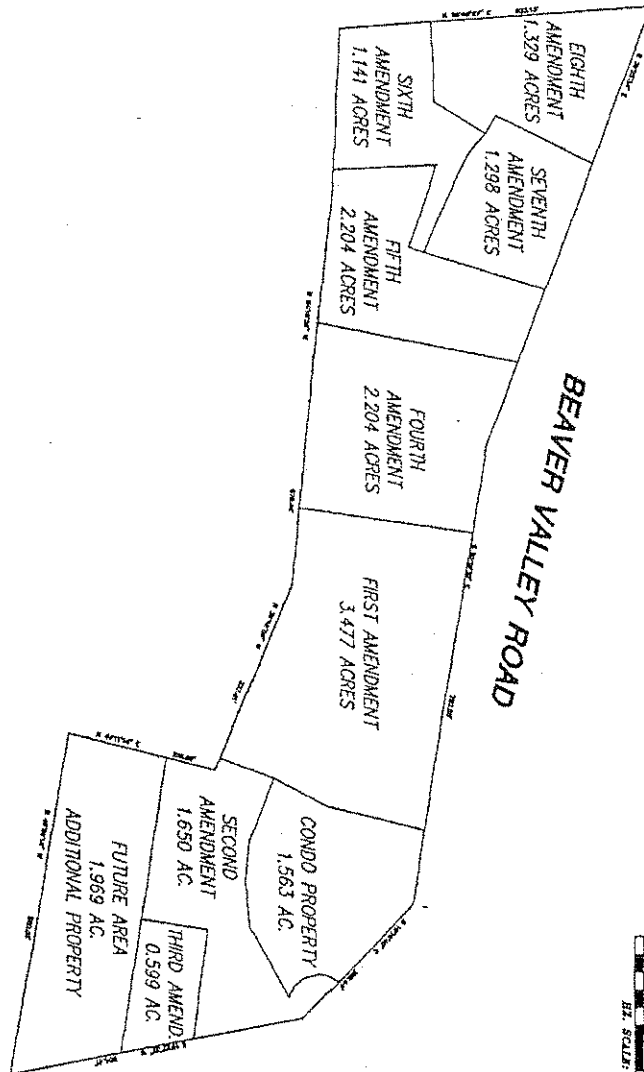


EXHIBIT "C"

DRAWING NUMBER EXHIBIT "C"	SHEET NO. 11	TOTAL SHEETS 11	SCALE 1" = 150'	EIGHTH AMENDMENT CROSSINGS AT CANTERBURY TRAILS THE DRAWINGS - BEING PART OF LOT ONE OF CANTERBURY TRAILS - SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOL. 30 PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY SEC 23, TN 3, RANGE 7, MRS. CITY OF BEAVERCREEK, GREENE COUNTY, OHIO		CONSULTING ENGINEERS & SURVEYORS 8700 GOVERNOR'S HILL DRIVE SUITE 110 CINCINNATI, OHIO 45249 513-897-8701 FAX: 513-897-8703	REV.	DESCRIPTION	DATE

EXHIBIT D
 EIGHTH AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit InformationI. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	1.190%
2306	2306 Patrick Boulevard	1	V	1.0	1.190
2310	2310 Patrick Boulevard	1	V	1.0	1.190
2312	2312 Patrick Boulevard	1	CH	1.0	1.190
2314	2314 Patrick Boulevard	2	AB	1.1	1.310
2316	2316 Patrick Boulevard	2	CA	1.1	1.310
2320	2320 Patrick Boulevard	2	CA	1.1	1.310
2322	2322 Patrick Boulevard	2	AB	1.1	1.310
2336	2336 Patrick Boulevard	12	CA	1.1	1.310
2338	2338 Patrick Boulevard	12	AB	1.1	1.310
2330	2330 Patrick Boulevard	12	AB	1.1	1.310
2332	2332 Patrick Boulevard	12	CA	1.1	1.310
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.190
2350	2350 Patrick Boulevard	13	CH	1.0	1.190
2340	2340 Patrick Boulevard	13	CH	1.0	1.190
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.190
2362	2362 Patrick Boulevard	14	CA	1.1	1.310
2354	2354 Patrick Boulevard	14	AB	1.1	1.310
2360	2360 Patrick Boulevard	14	AB	1.1	1.310
2352	2352 Patrick Boulevard	14	CA	1.1	1.310
4-2325	2325 Patrick Boulevard	4	CA	1.1	1.310
4-2323	2323 Patrick Boulevard	4	AB	1.1	1.310
4-2803	2803 Stefan Place	4	AB	1.1	1.310
4-2805	2805 Stefan Place	4	CA	1.1	1.310
5-2802	2802 Stefan Place	5	CH	1.0	1.190
5-2806	2806 Stefan Place	5	V	1.0	1.190
5-2803	2803 Austin Place	5	V	1.0	1.190
5-2805	2805 Austin Place	5	CH	1.0	1.190
6-2303	2303 Patrick Boulevard	6	CH	1.0	1.190
6-2301	2301 Patrick Boulevard	6	V	1.0	1.190
6-2814	2814 Austin Place	6	V	1.0	1.190
6-2816	2816 Austin Place	6	CH	1.0	1.190
7-2810	2810 Austin Place	7	CH	1.0	1.190
7-2820	2820 Austin Place	7	V	1.0	1.190
7-2784	2784 Austin Place	7	V	1.0	1.190
7-2780	2780 Austin Place	7	CH	1.0	1.190
15-2392	2392 Patrick Boulevard	15	CH	1.0	1.190
15-2394	2394 Patrick Boulevard	15	V	1.0	1.190
15-2388	2388 Patrick Boulevard	15	V	1.0	1.190
15-2386	2386 Patrick Boulevard	15	CH	1.0	1.190
24-2397	2397 Patrick Boulevard	24	AB	1.1	1.310
24-2395	2395 Patrick Boulevard	24	CA	1.1	1.310
24-2389	2389 Patrick Boulevard	24	CA	1.1	1.310
24-2387	2387 Patrick Boulevard	24	AB	1.1	1.310

EXHIBIT E
EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

I. EXISTING UNITS (Continued):

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
25-2379	2379 Patrick Boulevard	25	CH	1.0	1.190
25-2377	2377 Patrick Boulevard	25	V	1.0	1.190
25-2381	2381 Patrick Boulevard	25	V	1.0	1.190
25-2383	2383 Patrick Boulevard	25	CH	1.0	1.190
16-2402	2402 Patrick Boulevard	16	V	1.0	1.190
16-2418	2418 Patrick Boulevard	16	CH	1.0	1.190
16-2400	2400 Patrick Boulevard	16	CH	1.0	1.190
16-2420	2420 Patrick Boulevard	16	V	1.0	1.190
22-2423	2423 Patrick Boulevard	22	AB	1.1	1.310
22-2421	2421 Patrick Boulevard	22	CA	1.1	1.310
22-2417	2417 Patrick Boulevard	22	CA	1.1	1.310
22-2415	2415 Patrick Boulevard	22	AB	1.1	1.310
23-2409	2409 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.190
23-2401	2401 Patrick Boulevard	23	CH	1.0	1.190
23-2411	2411 Patrick Boulevard	23	CH	1.0	1.190
23-2403	2403 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.190
20-2435	2435 Patrick Boulevard	20	CA	1.1	1.310
20-2437	2437 Patrick Boulevard	20	AB	1.1	1.310
20-2445	2445 Patrick Boulevard	20	AB	1.1	1.310
20-2447	2447 Patrick Boulevard	20	CA	1.1	1.310
21-2425	2425 Patrick Boulevard	21	CA	1.1	1.310
21-2427	2427 Patrick Boulevard	21	AB	1.1	1.310
21-2431	2431 Patrick Boulevard	21	AB	1.1	1.310
21-2433	2433 Patrick Boulevard	21	CA	1.1	1.310
17-2428	2428 Patrick Boulevard	17	CH	1.0	1.190
17-2410	2410 Patrick Boulevard	17	CH	1.0	1.190
17-2408	2408 Patrick Boulevard	17	V	1.0	1.190
17-2430	2430 Patrick Boulevard	17	V	1.0	1.190
18-2436	2436 Patrick Boulevard	18	CA	1.1	1.310
18-2434	2434 Patrick Boulevard	18	AB	1.1	1.310
18-2446	2446 Patrick Boulevard	18	AB	1.1	1.310
18-2444	2444 Patrick Boulevard	18	CA	1.1	1.310

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
19-2441	2441 Patrick Boulevard	19	CA	1.1	1.310
19-2443	2443 Patrick Boulevard	19	AB	1.1	1.310
19-2449	2449 Patrick Boulevard	19	AB	1.1	1.310
19-2451	2451 Patrick Boulevard	19	CA	1.1	1.310
				Total	<u>100.000%</u>

(1) Contains one car garage.

CONDOMINIUM CROSSINGS AT CANTERBURY (6TH) 1/10/01

VOL 1524 PG 865

14789

2001 JUN 13 11:02
44
NINTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

This ninth amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the ___ day of June 2001.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

- Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
- Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.0165 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.
- Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".
- Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
- Improvement Description. The Additional Property added to the Condominium Property hereby contains two buildings containing four dwelling units each, and expands the Condominium to contain a total of eighty-eight (88) dwelling units, each of which is called a "Unit". The buildings are of traditional style, ranch type, with a quadplex layout, so that each Unit in the building faces in a different direction and so that the garage spaces in the building adjoin at the center of the building. Each Unit has an attached two-car garage and some Units have a screened veranda. The Units added hereby do not

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Ninth Amendment to the Declaration for Crossings at Canterbury Trails Condominium, together with the Ninth Amendment to the Drawings attached thereto, were filed with this office on June 13, 2001.

By Luwanna A. DeLaney, C.F.
Greene County Auditor

VOL 1550 PG 703

RECORDED
INDEXED
01 JUN 13 AM 11:37
LAWANNA A. DELANEY
GREENE COUNTY AUDITOR

have basements. The buildings are of wood frame construction on concrete slabs, with brick or stone and wood siding and fiberglass shingle roofs. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick or stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Ninth Amendment to Crossings at Canterbury Trails Condominium The Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. An example of a proper Unit designation is "Unit 6-2303". A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage and in the case of Units without a screened or enclosed veranda, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12 day of June, 2001.

Signed and acknowledged in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

By: EQUITY RESIDENTIAL DEVELOPMENT CORPORATION, managing member,
an Ohio corporation

Laura L. Smallsreed
(Print Name) LARA L. SMALLSREED

By: *Steven Wathen*
(Name) (Title)

Susan M. Green
(Print Name) SUSAN M. GREEN

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by STEVEN WATHEN, the member of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 12 day of June, 2001.

Laura L. Smallsreed
Notary Public



LAURA L. SMALLSREED
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 8, 2004

VOL 1550 PG 705

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-3352.

EXHIBIT A

NINTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(1.0165 acres)

DESCRIPTION OF
NINTH AMENDMENT TO CROSSINGS AT
CANTERBURY TRAILS CONDOMINIUM
GREENE COUNTY, OHIO
CONTAINING 1.0165 ACRES
June 6, 2001

Situate in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being part of Lot Three of Canterbury Trails - Section Four of the Crossings of Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 453A-454A (all references to deeds, microfiche, plats, surveys, etc. refer to the records of Greene County Recorders Office, unless otherwise noted) and being more particularly bounded and described as follows:

Beginning at the northwesterly corner of the Second Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30 Page 568A, being at THE TRUE POINT OF BEGINNING;

Thence southeasterly along the southwesterly line of said Second Amendment, South 49°58'16" East, 271.52 feet;

Thence southwesterly along a new division line, South 40°01'44" West, 159.66 feet to the westerly line of said Lot Three Canterbury Trails;

Thence northwesterly along the westerly line of said Lot Three, North 49°58'16" West, 283.13 feet to the northwesterly corner of said Lot Three;

Thence northeasterly along a northerly line of said Lot Three, North 44°11'14" East, 160.08 feet to the Point of Beginning containing 1.0165 acres, more or less, subject to all covenants, conditions, restriction, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

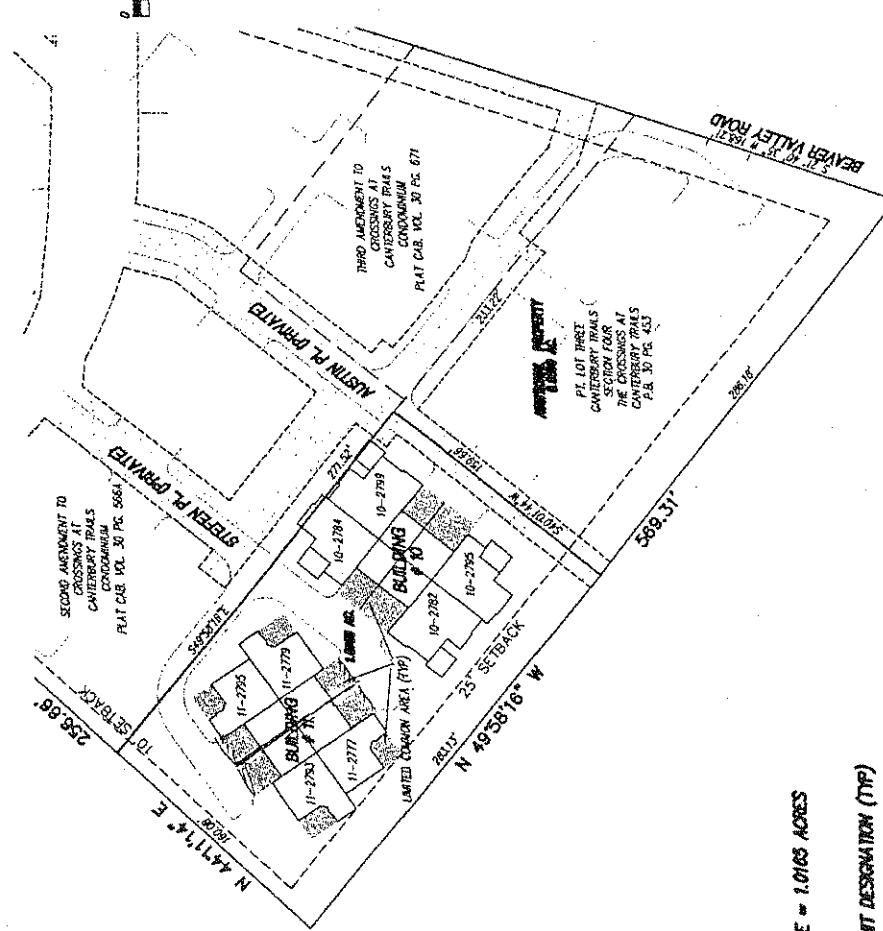
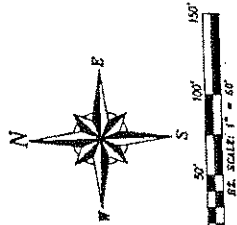
Bearings based upon Canterbury Trails - Section Four.

EMH&T Engineers


Charles J. Kujner
Ohio Professional Surveyor # 8057

EXHIBIT B
NINTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Property Added



VOL 1550 PG 707

TOTAL ACREAGE = 1.0165 ACRES

10-2783 = UNIT DESIGNATION (TYF)

NOTE: ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREAS ARE COMMON AREAS.

EXHIBIT "B"

EXHIBIT C
NINTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Entire Tract

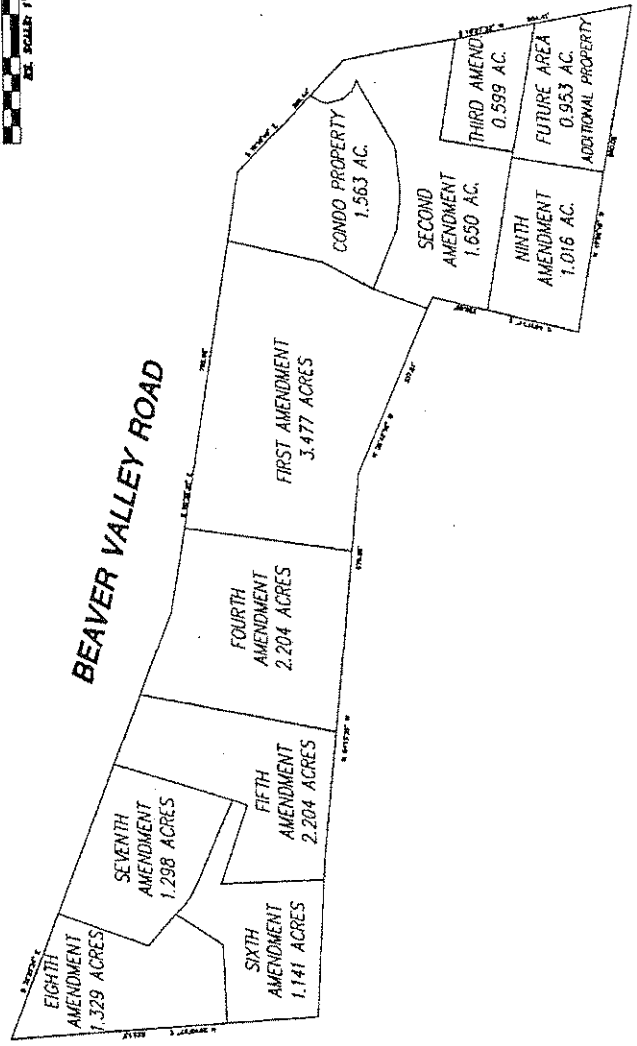
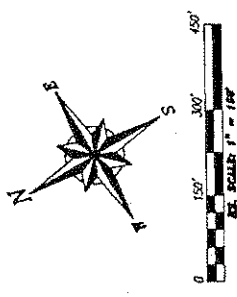


EXHIBIT "C"

EXHIBIT D
 NINTH AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E

NINTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit InformationI. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	1.082%
2306	2306 Patrick Boulevard	1	V	1.0	1.082
2310	2310 Patrick Boulevard	1	V	1.0	1.082
2312	2312 Patrick Boulevard	1	CH	1.0	1.082
2314	2314 Patrick Boulevard	2	AB	1.1	1.191
2316	2316 Patrick Boulevard	2	CA	1.1	1.191
2320	2320 Patrick Boulevard	2	CA	1.1	1.191
2322	2322 Patrick Boulevard	2	AB	1.1	1.191
2336	2336 Patrick Boulevard	12	CA	1.1	1.191
2338	2338 Patrick Boulevard	12	AB	1.1	1.191
2330	2330 Patrick Boulevard	12	AB	1.1	1.191
2332	2332 Patrick Boulevard	12	CA	1.1	1.191
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.082
2350	2350 Patrick Boulevard	13	CH	1.0	1.082
2340	2340 Patrick Boulevard	13	CH	1.0	1.082
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	1.082
2362	2362 Patrick Boulevard	14	CA	1.1	1.191
2354	2354 Patrick Boulevard	14	AB	1.1	1.191
2360	2360 Patrick Boulevard	14	AB	1.1	1.191
2352	2352 Patrick Boulevard	14	CA	1.1	1.191
4-2325	2325 Patrick Boulevard	4	CA	1.1	1.191
4-2323	2323 Patrick Boulevard	4	AB	1.1	1.191
4-2803	2803 Stefan Place	4	AB	1.1	1.191
4-2805	2805 Stefan Place	4	CA	1.1	1.191
5-2802	2802 Stefan Place	5	CH	1.0	1.082
5-2806	2806 Stefan Place	5	V	1.0	1.082
5-2803	2803 Austin Place	5	V	1.0	1.082
5-2805	2805 Austin Place	5	CH	1.0	1.082
6-2303	2303 Patrick Boulevard	6	CH	1.0	1.082
6-2301	2301 Patrick Boulevard	6	V	1.0	1.082
6-2814	2814 Austin Place	6	V	1.0	1.082
6-2816	2816 Austin Place	6	CH	1.0	1.082
7-2810	2810 Austin Place	7	CH	1.0	1.082
7-2820	2820 Austin Place	7	V	1.0	1.082
7-2784	2784 Austin Place	7	V	1.0	1.082
7-2780	2780 Austin Place	7	CH	1.0	1.082
15-2392	2392 Patrick Boulevard	15	CH	1.0	1.082
15-2394	2394 Patrick Boulevard	15	V	1.0	1.082
15-2388	2388 Patrick Boulevard	15	V	1.0	1.082
15-2386	2386 Patrick Boulevard	15	CH	1.0	1.082
24-2397	2397 Patrick Boulevard	24	AB	1.1	1.191
24-2395	2395 Patrick Boulevard	24	CA	1.1	1.191
24-2389	2389 Patrick Boulevard	24	CA	1.1	1.191
24-2387	2387 Patrick Boulevard	24	AB	1.1	1.191

EXHIBIT E
 NINTH AMENDMENT
 DECLARATION OF CONDOMINIUM
 CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

I. EXISTING UNITS (Continued):

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
25-2379	2379 Patrick Boulevard	25	CH	1.0	1.082
25-2377	2377 Patrick Boulevard	25	V	1.0	1.082
25-2381	2381 Patrick Boulevard	25	V	1.0	1.082
25-2383	2383 Patrick Boulevard	25	CH	1.0	1.082
16-2402	2402 Patrick Boulevard	16	V	1.0	1.082
16-2418	2418 Patrick Boulevard	16	CH	1.0	1.082
16-2400	2400 Patrick Boulevard	16	CH	1.0	1.082
16-2420	2420 Patrick Boulevard	16	V	1.0	1.082
22-2423	2423 Patrick Boulevard	22	AB	1.1	1.191
22-2421	2421 Patrick Boulevard	22	CA	1.1	1.191
22-2417	2417 Patrick Boulevard	22	CA	1.1	1.191
22-2415	2415 Patrick Boulevard	22	AB	1.1	1.191
23-2409	2409 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.082
23-2401	2401 Patrick Boulevard	23	CH	1.0	1.082
23-2411	2411 Patrick Boulevard	23	CH	1.0	1.082
23-2403	2403 Patrick Boulevard	23	V ⁽¹⁾	1.0	1.082
20-2435	2435 Patrick Boulevard	20	CA	1.1	1.191
20-2437	2437 Patrick Boulevard	20	AB	1.1	1.191
20-2445	2445 Patrick Boulevard	20	AB	1.1	1.191
20-2447	2447 Patrick Boulevard	20	CA	1.1	1.191
21-2425	2425 Patrick Boulevard	21	CA	1.1	1.191
21-2427	2427 Patrick Boulevard	21	AB	1.1	1.191
21-2431	2431 Patrick Boulevard	21	AB	1.1	1.191
21-2433	2433 Patrick Boulevard	21	CA	1.1	1.191
17-2428	2428 Patrick Boulevard	17	CH	1.0	1.082
17-2410	2410 Patrick Boulevard	17	CH	1.0	1.082
17-2408	2408 Patrick Boulevard	17	V	1.0	1.082
17-2430	2430 Patrick Boulevard	17	V	1.0	1.082
18-2436	2436 Patrick Boulevard	18	CA	1.1	1.190
18-2434	2434 Patrick Boulevard	18	AB	1.1	1.190
18-2446	2446 Patrick Boulevard	18	AB	1.1	1.190
18-2444	2444 Patrick Boulevard	18	CA	1.1	1.190
19-2441	2441 Patrick Boulevard	19	CA	1.1	1.190
19-2443	2443 Patrick Boulevard	19	AB	1.1	1.190
19-2449	2449 Patrick Boulevard	19	AB	1.1	1.190
19-2451	2451 Patrick Boulevard	19	CA	1.1	1.190

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
10-2782	2782 Stefan Place	10	CA	1.1	1.190
10-2784	2784 Stefan Place	10	AB	1.1	1.190
10-2795	2795 Austin Place	10	AB	1.1	1.190
10-2799	2799 Austin Place	10	CA	1.1	1.190
11-2793	2793 Stefan Place	11	CH	1.0	1.082
11-2795	2795 Stefan Place	11	V	1.0	1.082
11-2777	2777 Stefan Place	11	V	1.0	1.082
11-2779	2779 Stefan Place	11	CH	1.0	1.082

Total 100.000%

(1) Contains one car garage.

VOL 1550 PG 711

TENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

2001 DEC -4 PM 2: 30
48.00
MARY L. WIGGINS
GREENE CO. RECORDER
XENIA, OHIO

This tenth amendment to the Declaration of CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM is made on or as of the ____ day of December 2001.

Recitals

A. Crossings at Canterbury Trails Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Crossings at Canterbury Trails Condominium and the Drawings thereof, recorded, respectively, in Official Record Volume 1153, at page 365 et seq., and Plat Cabinet Volume 30, at page 455B et seq., both of the records of the Recorder of Greene County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, Declarant, Crossings at Canterbury, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 0.9519 acre, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.
3. Name. The Condominium, as expanded hereby, shall continue to be named "Crossings at Canterbury Trails Condominium".
4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).
5. Improvement Description. The Additional Property added to the Condominium Property hereby contains two buildings containing four dwelling units each, adding a total of eight dwelling units, and expanding the Condominium to contain a total of ninety-six (96) dwelling units, each of which is called a "Unit". The buildings are of traditional style, ranch type, with a quadroplex layout, so that each Unit in the building faces in a different direction and so that the garage spaces in the building adjoin at the center of the building. Each Unit has an attached two-car garage. The Units added hereby do not have

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Tenth Amendment to the Declaration, for Crossings at Canterbury Trails Condominium, together with the Tenth Amendment to the Drawings attached thereto, were filed with this office on December 4, 2001.

By Luwanna A. Delaney / GT
Greene County Auditor

RECORDED

01 DEC -4 PM 2: 25

MARY L. WIGGINS
RECORDER
XENIA, OHIO

basements. The buildings are of wood frame construction on concrete slabs, with brick or stone and wood siding and fiberglass shingle roofs. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick or stone, fiberglass shingles, and drywall. In addition, there are green and landscaped areas and private drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Greene County Recorder and filed in separate records), labeled "Tenth Amendment to Crossings at Canterbury Trails Condominium The Drawings", by a Unit designation, which is a number corresponding with Declarant's number of the building in which the Unit is situated, a dash (-), and a four digit number, corresponding with the present numerical portion of the street address of that Unit. An example of a proper Unit designation is "Unit 6-2303". A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Areas leading directly to Beaver Valley Road, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of the parking space or spaces in front of that Unit's garage and, in the case of Units without a screened or enclosed veranda, a patio area. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having a par value as shown on Exhibit D attached hereto. This exhibit supersedes, in its entirety, Exhibit C of the Declaration, and all amendments thereto. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 4th day of December, 2001.

Signed and acknowledged
in the presence of:

CROSSINGS AT CANTERBURY, LTD.,
an Ohio limited liability company

[Signature]
(Print Name) Amber McIntosh

By: EQUITY RESIDENTIAL DEVELOPMENT
CORPORATION, managing member,
an Ohio corporation

By [Signature] 12/04/01
(Name) (Title)

[Signature]
(Print Name) TIMOTHY P. GALVIN

STATE OF OHIO
COUNTY OF WARREN, SS:

This instrument was acknowledged before me by ROBERT LOWE, the PRESIDENT of Equity Residential Development Corporation, an Ohio corporation, the managing member of Crossings at Canterbury, Ltd., an Ohio limited liability company, on its behalf, this 4th day of December, 2001.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 1/27/05

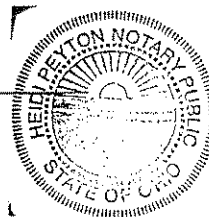


EXHIBIT A
TENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Legal Description, Property Added
(0.9519 acre)

DESCRIPTION OF
TENTH AMENDMENT TO CROSSINGS AT
CANTERBURY TRAILS CONDOMINIUM
GREENE COUNTY, OHIO
CONTAINING 0.9519 ACRES
October 12, 2001

Situate in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being part of Lot Three of Canterbury Trails - Section Four of the Crossings of Canterbury Trails as recorded in Plat Cabinet Volume 30, Page 453A-454A (all references to deeds, microfiche, plats, surveys, etc. refer to the records of Greene County Recorders Office, unless otherwise noted) and being more particularly bounded and described as follows:

Commencing at the northwesterly corner of the Second Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30 Page 566A;

Thence along the southwesterly line of said Second Amendment, South 49°58'16" East, 271.52 feet to THE TRUE POINT OF BEGINNING;

Thence continuing along the southwesterly line of said Second Amendment and the southwesterly line of the Third Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabinet Volume 30 Page 671, South 49°58'16" East, 233.22 feet to the westerly right-of-way line of Beaver Valley Road;

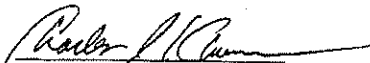
Thence southerly along said right-of-way line, South 21°40'35" West, 168.21 feet the southwesterly line of said Lot Three Canterbury Trails;

Thence northwesterly along the southwesterly line of said Lot Three, North 49°58'16" West, 286.18 feet to the southeasterly corner of the Ninth Amendment to the Crossings at Canterbury Trails ;

Thence northeasterly, North 40°01'44" East, 159.66 feet to the Point of Beginning containing 0.9519 acres, more or less, subject to all covenants, conditions, restriction, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Bearings based upon Canterbury Trails - Section Four.

EMH&T Engineers


Charles J. Kjuener
Ohio Professional Surveyor # 8057

52299 | 19 | 10A
VOL | 64 | PG 225

EXHIBIT B
TENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Property Added

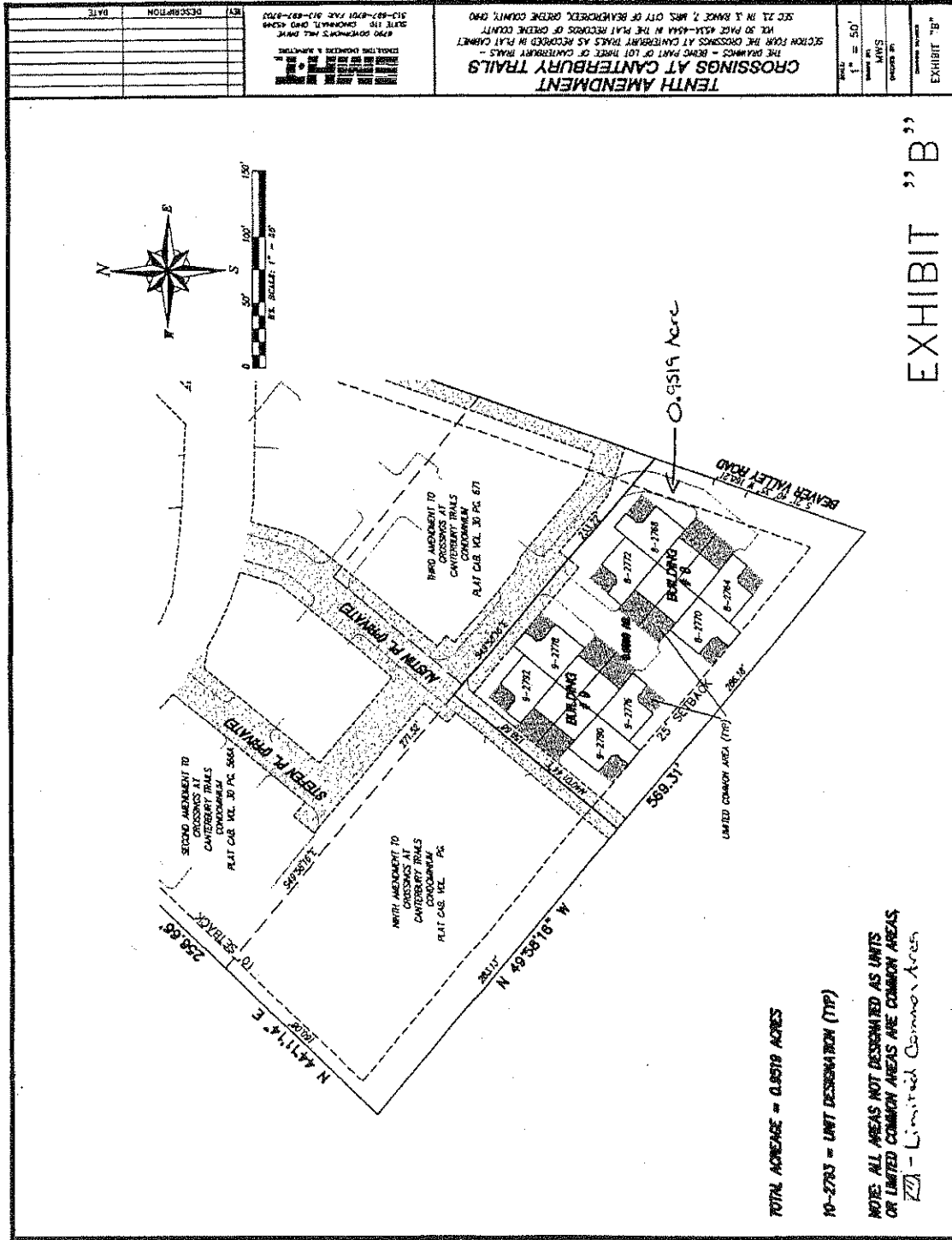


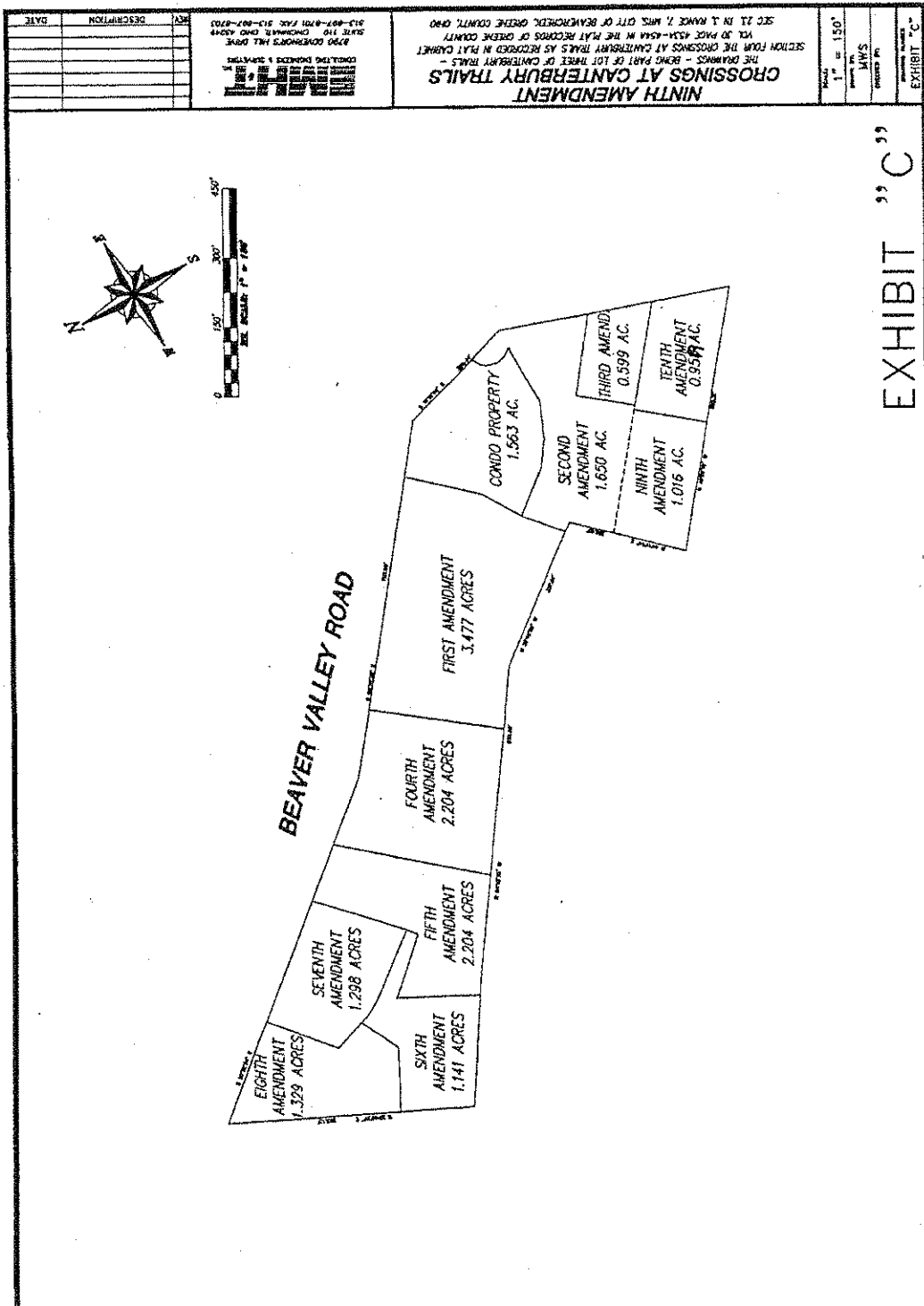
EXHIBIT "B"

TOTAL ACRES = 0.9519 ACRES
10-2783 = UNIT DESIGNATION (TIP)
NOTES: ALL AREAS NOT DESIGNATED AS UNITS
OR LIMITED COMMON AREAS ARE COMMON AREAS
[Symbol] - Limited Common Areas

EXHIBIT C
TENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Sketch Plot Plan, Entire Tract

VOL 164 | PG 227



NO.	DESCRIPTION	DATE

SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CASHIET THE PLATBOOKS - BEING PART OF LOT THREE OF CANTERBURY TRAILS CROSSINGS AT CANTERBURY TRAILS SEC 21 IN T. RANGE 2, WMS. Q17 OF BEAVERCREEK, GREENE COUNTY, OHIO

NINTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS
 BEING PART OF LOT THREE OF CANTERBURY TRAILS CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CASHIET THE PLATBOOKS - BEING PART OF LOT THREE OF CANTERBURY TRAILS CROSSINGS AT CANTERBURY TRAILS SEC 21 IN T. RANGE 2, WMS. Q17 OF BEAVERCREEK, GREENE COUNTY, OHIO

SCALE: 1" = 150'

DATE: 11/15/2023
 DRAWN BY: MWS
 CHECKED BY: MWS

EXHIBIT "C"

EXHIBIT D
TENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Types

Type

AB (Abbey)	Contains a kitchen, living room, dining room, two baths, two bedrooms, a screened porch, and an attached two-car garage, all at ground floor level.
CA (Canterbury)	Same as Abbey except it has a third bedroom at ground floor level.
CH (Chateau).	Contains a kitchen, living/dining room, one and one-half baths, two bedrooms, or a bedroom and a den, and either a one or two car garage, all at ground level, and a partial second floor level with a bedroom and a full bath.
V (Villa).	Same as the Chateau, except it has two full baths at ground floor level and no partial second floor.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
AB (Abbey)	1,982	1.1
CA (Canterbury)	2,107	1.1
CH (Chateau)		
One Car	1,968	1.0
Two Car	2,147	1.0
V (Villa)		
One Car	1,355	1.0
Two Car	1,534	1.0

EXHIBIT E

TENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

I. EXISTING UNITS:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
2304	2304 Patrick Boulevard	1	CH	1.0	0.996%
2306	2306 Patrick Boulevard	1	V	1.0	0.996
2310	2310 Patrick Boulevard	1	V	1.0	0.996
2312	2312 Patrick Boulevard	1	CH	1.0	0.996
2314	2314 Patrick Boulevard	2	AB	1.1	1.095
2316	2316 Patrick Boulevard	2	CA	1.1	1.095
2320	2320 Patrick Boulevard	2	CA	1.1	1.095
2322	2322 Patrick Boulevard	2	AB	1.1	1.095
2336	2336 Patrick Boulevard	12	CA	1.1	1.095
2338	2338 Patrick Boulevard	12	AB	1.1	1.095
2330	2330 Patrick Boulevard	12	AB	1.1	1.095
2332	2332 Patrick Boulevard	12	CA	1.1	1.095
2348	2348 Patrick Boulevard	13	V ⁽¹⁾	1.0	0.996
2350	2350 Patrick Boulevard	13	CH	1.0	0.996
2340	2340 Patrick Boulevard	13	CH	1.0	0.996
2342	2342 Patrick Boulevard	13	V ⁽¹⁾	1.0	0.996
2362	2362 Patrick Boulevard	14	CA	1.1	1.095
2354	2354 Patrick Boulevard	14	AB	1.1	1.095
2360	2360 Patrick Boulevard	14	AB	1.1	1.095
2352	2352 Patrick Boulevard	14	CA	1.1	1.095
4-2325	2325 Patrick Boulevard	4	CA	1.1	1.095
4-2323	2323 Patrick Boulevard	4	AB	1.1	1.095
4-2803	2803 Stefan Place	4	AB	1.1	1.095
4-2805	2805 Stefan Place	4	CA	1.1	1.095
5-2802	2802 Stefan Place	5	CH	1.0	0.996
5-2806	2806 Stefan Place	5	V	1.0	0.996
5-2803	2803 Austin Place	5	V	1.0	0.996
5-2805	2805 Austin Place	5	CH	1.0	0.996
6-2303	2303 Patrick Boulevard	6	CH	1.0	0.996
6-2301	2301 Patrick Boulevard	6	V	1.0	0.996
6-2814	2814 Austin Place	6	V	1.0	0.996
6-2816	2816 Austin Place	6	CH	1.0	0.996
7-2810	2810 Austin Place	7	CH	1.0	0.996
7-2820	2820 Austin Place	7	V	1.0	0.996
7-2784	2784 Austin Place	7	V	1.0	0.996
7-2780	2780 Austin Place	7	CH	1.0	0.996
15-2392	2392 Patrick Boulevard	15	CH	1.0	0.996
15-2394	2394 Patrick Boulevard	15	V	1.0	0.996
15-2388	2388 Patrick Boulevard	15	V	1.0	0.996
15-2386	2386 Patrick Boulevard	15	CH	1.0	0.996
24-2397	2397 Patrick Boulevard	24	AB	1.1	1.096
24-2395	2395 Patrick Boulevard	24	CA	1.1	1.096
24-2389	2389 Patrick Boulevard	24	CA	1.1	1.096
24-2387	2387 Patrick Boulevard	24	AB	1.1	1.096

VOL 154 | PG 229

EXHIBIT E

TENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUMUnit InformationI. EXISTING UNITS (Continued):

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
25-2379	2379 Patrick Boulevard	25	CH	1.0	0.996
25-2377	2377 Patrick Boulevard	25	V	1.0	0.996
25-2381	2381 Patrick Boulevard	25	V	1.0	0.996
25-2383	2383 Patrick Boulevard	25	CH	1.0	0.996
16-2402	2402 Patrick Boulevard	16	V	1.0	0.996
16-2418	2418 Patrick Boulevard	16	CH	1.0	0.996
16-2400	2400 Patrick Boulevard	16	CH	1.0	0.996
16-2420	2420 Patrick Boulevard	16	V	1.0	0.996
22-2423	2423 Patrick Boulevard	22	AB	1.1	1.096
22-2421	2421 Patrick Boulevard	22	CA	1.1	1.096
22-2417	2417 Patrick Boulevard	22	CA	1.1	1.096
22-2415	2415 Patrick Boulevard	22	AB	1.1	1.096
23-2409	2409 Patrick Boulevard	23	V ⁽¹⁾	1.0	0.996
23-2401	2401 Patrick Boulevard	23	CH	1.0	0.996
23-2411	2411 Patrick Boulevard	23	CH	1.0	0.996
23-2403	2403 Patrick Boulevard	23	V ⁽¹⁾	1.0	0.996
20-2435	2435 Patrick Boulevard	20	CA	1.1	1.096
20-2437	2437 Patrick Boulevard	20	AB	1.1	1.096
20-2445	2445 Patrick Boulevard	20	AB	1.1	1.096
20-2447	2447 Patrick Boulevard	20	CA	1.1	1.096
21-2425	2425 Patrick Boulevard	21	CA	1.1	1.096
21-2427	2427 Patrick Boulevard	21	AB	1.1	1.096
21-2431	2431 Patrick Boulevard	21	AB	1.1	1.096
21-2433	2433 Patrick Boulevard	21	CA	1.1	1.096
17-2428	2428 Patrick Boulevard	17	CH	1.0	0.996
17-2410	2410 Patrick Boulevard	17	CH	1.0	0.996
17-2408	2408 Patrick Boulevard	17	V	1.0	0.996
17-2430	2430 Patrick Boulevard	17	V	1.0	0.996
18-2436	2436 Patrick Boulevard	18	CA	1.1	1.096
18-2434	2434 Patrick Boulevard	18	AB	1.1	1.096
18-2446	2446 Patrick Boulevard	18	AB	1.1	1.096
18-2444	2444 Patrick Boulevard	18	CA	1.1	1.096
19-2441	2441 Patrick Boulevard	19	CA	1.1	1.096
19-2443	2443 Patrick Boulevard	19	AB	1.1	1.096
19-2449	2449 Patrick Boulevard	19	AB	1.1	1.096
19-2451	2451 Patrick Boulevard	19	CA	1.1	1.096
10-2782	2782 Stefan Place	10	CA	1.1	1.096
10-2784	2784 Stefan Place	10	AB	1.1	1.096
10-2795	2795 Austin Place	10	AB	1.1	1.096
10-2799	2799 Austin Place	10	CA	1.1	1.096
11-2793	2793 Stefan Place	11	CH	1.0	0.996
11-2795	2795 Stefan Place	11	V	1.0	0.996
11-2777	2777 Stefan Place	11	V	1.0	0.996
11-2779	2779 Stefan Place	11	CH	1.0	0.996

EXHIBIT E
TENTH AMENDMENT
DECLARATION OF CONDOMINIUM
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

Unit Information

II. UNITS ADDED HEREBY:

<u>Unit Designation</u>	<u>Street Address</u>	<u>Building Number</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
8-2770	2770 Austin Place	8	CH	1.0	0.996
8-2772	2772 Austin Place	8	V	1.0	0.996
8-2764	2764 Austin Place	8	V	1.0	0.996
8-2768	2768 Austin Place	8	CH	1.0	0.996
9-2790	2790 Austin Place	9	CH	1.0	0.996
9-2792	2792 Austin Place	9	V	1.0	0.996
9-2776	2776 Austin Place	9	V	1.0	0.996
9-2778	2778 Austin Place	9	CH	1.0	0.996
				Total	<u>100.000%</u>

(1) Contains one car garage.

CONDO/AMENOCROSSINGS AT CANTERBURY (10th)/12/2/01

VOL 164 | PG 231

**TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM**

THE DRAWINGS - BEING PART OF LOT THREE OF CANTERBURY TRAILS -
SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET
VOL 30 PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY
SEC 23, TN 3, RANGE 7, MRS. CITY OF BEAVERCREEK, GREENE COUNTY, OHIO

2001 DEC -4, PM 2:32
TERRY L. HORRIS
GREENE COUNTY
XEROX 1810

CERTIFICATION
The within Condominium Plan is part of Lot Three of Canterbury Trails - Section Four - the Crossings of Canterbury Trails in Plat Cabinet 30, Page 453A-454A in the 1981 Records of Greene County, Ohio, as recorded in Volume 30, Page 453A-454A in the Plat Records of Greene County, Ohio, as recorded in Volume 30, Page 407 in the Deed Records of Greene County, Ohio.

We hereby certify that these condominium drawings of Crossings at Canterbury Trails Condominium Tenth Amendment accurately show all buildings as constructed.
All measurements are certified correct and true and will be set as shown. Curve distances are measured on the arc.

By: *Charles J. Kluener*
Charles J. Kluener
Civil Professional Surveyor No. 8857 12-4-01



By: *David S. Pyzdek*
David S. Pyzdek
Professional Engineer No. 40180 12-4-01



Recorded on this 4th day of December, 2001.
By: *Robert A. Delaney*
Robert A. Delaney
County Auditor

County Recorder
File No. 21250
Registered on this 4th day of December, 2001 at
5:25 P. M. in the 4th day of December, 2001 at
Recorded in plat cabinet Vol. 314 page 783A, 783B, 784A, 784B, 785A, 785B, 786A, 786B
Fee \$ 220.00
By: *Mary S. Marino*
Mary S. Marino
Greene County Recorder

Owner's Consent and Dedication

We, the undersigned, being the owner of the land herein shown do hereby acknowledge the making and signing of the within Condominium Plan to be our voluntary act and deed. Wherein Part and Austin, these are probably multiphased non-dedicated streets. Easements shown on this plat are for the construction, operation, maintenance, repair, replacement or removal of water, gas, electric, telephone or other utilities or services, and for the express privilege of removing any and all trees or other obstructions to the free use and enjoyment of the property for ingress and egress to the property for said purposes, and are to be maintained on such forever.

The undersigned sever hereby consents to and joins in the submission of the land herein described and their interests therein to the Condominium Plan known as Crossings of Canterbury Trails Condominium as set forth in this Tenth Amendment to the Plat of such Condominium, to be made with the records of Greene County, Ohio, in the Plat of such Condominium, in the State of Ohio, for dedication, the within plat, page 115, as amended to date.

Signed and acknowledged in the presence of:
Crossings of Canterbury, LTD., and Ohio Limited Liability Company - Owner

Robert A. Delaney
Robert A. Delaney
Equity Residential Development Corp - Managing Member of Crossings of Canterbury, Ltd

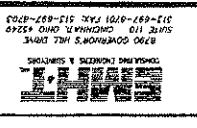
State of Ohio,
County of Greene, SS.

Be it remembered that on this 4th day of December, 2001, before me came Crossings of Canterbury, LTD., an Ohio Limited Liability Company, by Robert A. Delaney, for Equity Residential Development Corp., Managing Member of Crossings of Canterbury, LTD., who acknowledged that he did sign this instrument as aforesaid and that he is duly qualified to execute and deliver the aforesaid deed and deed of said limited liability company and said corporation.

In testimony whereof, I have set my hand and Notary Seal on the day and date above written.
Henry Public
Henry Public
Notary Public



KEY	DESCRIPTION	DATE



**TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS**
THE DRAWINGS - BEING PART OF LOT THREE OF CANTERBURY TRAILS -
SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET
VOL 30 PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY
SEC 23, TN 3, RANGE 7, MRS. CITY OF BEAVERCREEK, GREENE COUNTY, OHIO

FILED	NONE
PLAT	314
PAGE	115
BOOK	314
RECORDED BY	M/S
DATE	12-4-01
RECORDED	1 OF 11

DESCRIPTION OF
TENTH AMENDMENT TO
CROSSINGS AT
CANTERBURY TRAILS CONDOMINIUM
GREENE COUNTY, OHIO
CONTAINING 0.8519 ACRES
October 12, 2007

Situates in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being part of Lot Three of Canterbury Trails - Section Four of the Crossings of Canterbury Trails as recorded in Plat Cabelnet Volume 30, Page 453A-454A (all references to deeds, microfilm, plats, surveys, etc. refer to the records of Greene County Recorder's Office, unless otherwise noted) and being more particularly bounded and described as follows:

Commencing at the northwesterly corner of the Second Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabelnet Volume 30 Page 566A;

Thence along the southwestery line of said Second Amendment, South $49^{\circ}58'16''$ East, 271.52 feet to THE TRUE POINT OF BEGINNING;

Thence continuing along the southwestery line of said Second Amendment and the southwestery line of the Third Amendment to the Crossings at Canterbury Trails Condominium as recorded in Plat Cabelnet Volume 30 Page 671, South $49^{\circ}58'16''$ East, 233.22 feet to the westerly right-of-way line of Beaver Valley Road;

Thence southerly along said right-of-way line, South $21^{\circ}40'35''$ West, 168.21 feet the southwestery line of said Lot Three Canterbury Trails;

Thence northwesterly along the southwestery line of said Lot Three, North $49^{\circ}58'16''$ West, 266.18 feet to the southwestery corner of the Ninth Amendment to the Crossings at Canterbury Trails;

Thence northwesterly, North $47^{\circ}01'44''$ East, 159.66 feet to the Point of Beginning containing 0.9819 acres, more or less, subject to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Bearings based upon Canterbury Trails - Section Four.

EM&T Engineers

Charles J. Kuebler
Charles J. Kuebler
Ohio Professional Surveyor # 8057

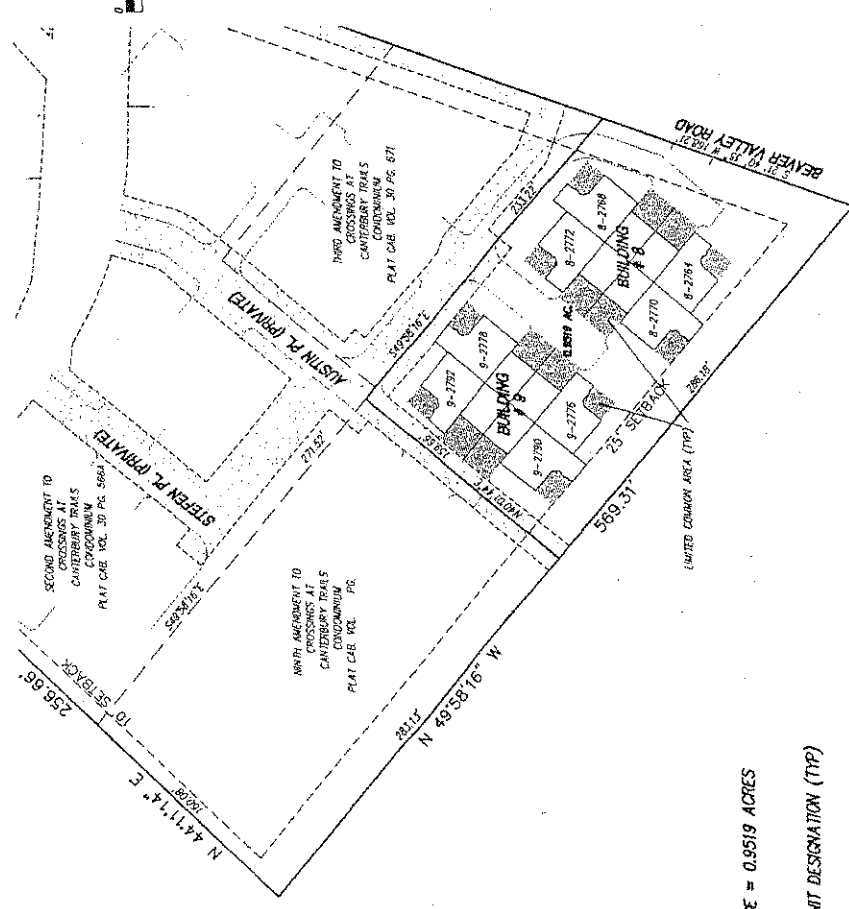
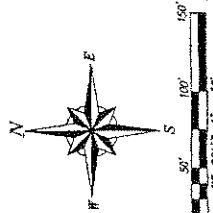
TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS
THE GRANNING - BEING PART OF LOT THREE OF CANTERBURY TRAILS - SECTION FOUR BEING CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CABELNET VOLUME 30, PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY, OHIO
SEC. 23, IN T. RANGE 7, MRS. CITY OF BEAVERCREEK, GREENE COUNTY, OHIO



8180 COLUMBUS BLVD. SUITE 110 CINCINNATI OHIO 45240
513-697-8391 FAX 513-697-8702

NO.	DESCRIPTION	DATE

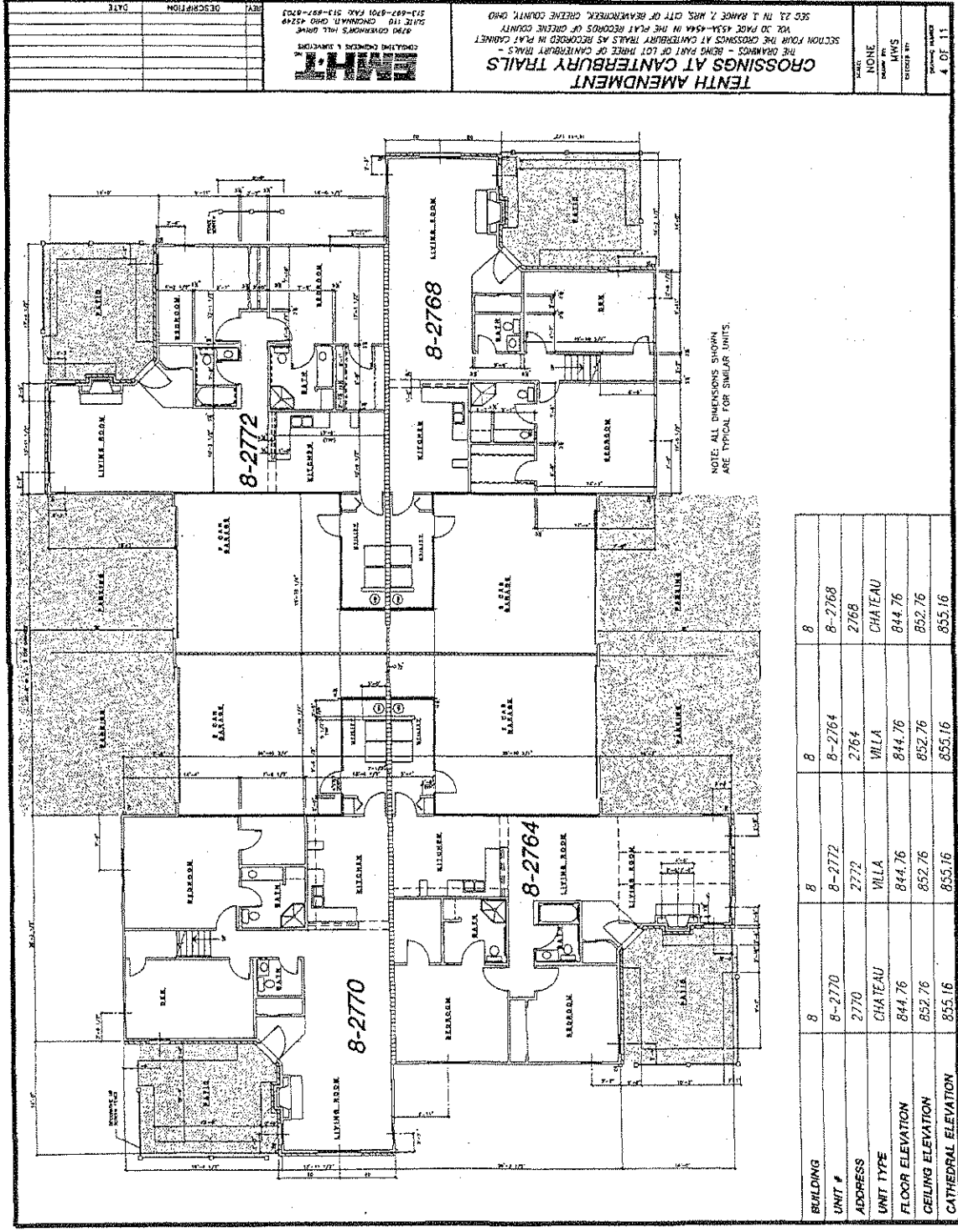
SCALE	NONE
DRAWN BY	MWS
CHECKED BY	
DRAWING NUMBER 2 OF 11	



TOTAL ACREAGE = 0.9519 ACRES

10-2793 = UNIT DESIGNATION (TYP)

NOTE: ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREAS ARE COMMON AREAS.



NOTE: ALL DIMENSIONS SHOWN ARE TYPICAL FOR SIMILAR UNITS.

TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS
 BE DRAWNS - BEING PART OF LOT THREE OF CANTERBURY TRAILS - CORNER
 SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CORNER
 VOL. 30 PAGE 453A-454A IN THE PLAT RECORDS OF CRAWFORD COUNTY, OHIO
 SEC. 23, T4 N. RANGE 7, MRS. CITY OF BEAVERCREEK, CRAWFORD COUNTY, OHIO

CONCRETE CONTRACTORS & SUPPLIERS
 3710 GARDNER'S HILL DRIVE
 SUITE 110 CINCINNATI, OHIO 45240
 513-697-8701 FAX 513-697-8703

REV.	DESCRIPTION	DATE

DATE	NONE
DRAWN BY	MWS
CHECKED BY	
PLANNING NUMBER	4 OF 11

BUILDING	8	8	8	8
UNIT #	8-2770	8-2772	8-2764	8-2768
ADDRESS	2770	2772	2764	2768
UNIT TYPE	CHATEAU	VILLA	VILLA	CHATEAU
FLOOR ELEVATION	844.76	844.76	844.76	844.76
CEILING ELEVATION	852.76	852.76	852.76	852.76
CATHEDRAL ELEVATION	855.16	855.16	855.16	855.16

TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS

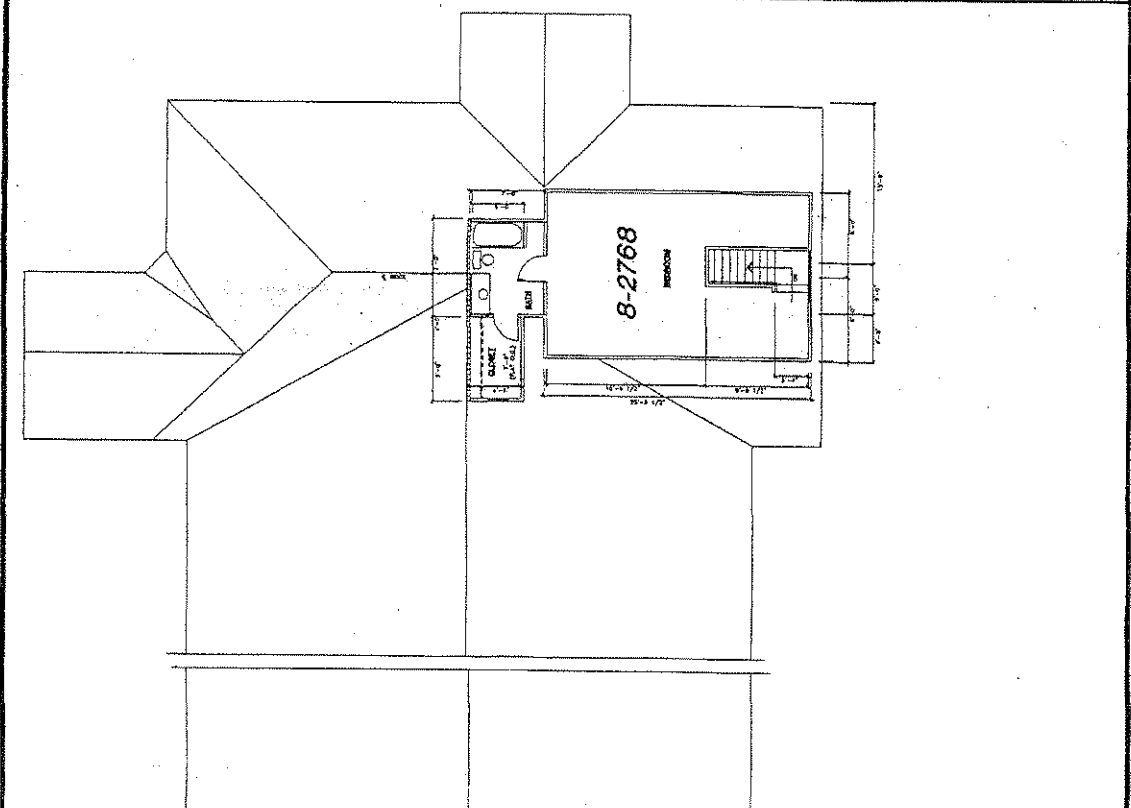
SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CABINET VOL. 30 PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY, OHIO

SEC. 22, IN J. RANGE 7, TNS. Q17 OF BOWEN/ROCK, GREENE COUNTY, OHIO

ALSO GOVERNOR'S HILL OWNERS' SITE IMP. AGREEMENT, ENCL. 454P 513-497-4701 FAX 513-497-4903

LOCALING ENGINEER & SURVEYOR

DATE: _____
 DESCRIPTION: _____
 TITLE: _____



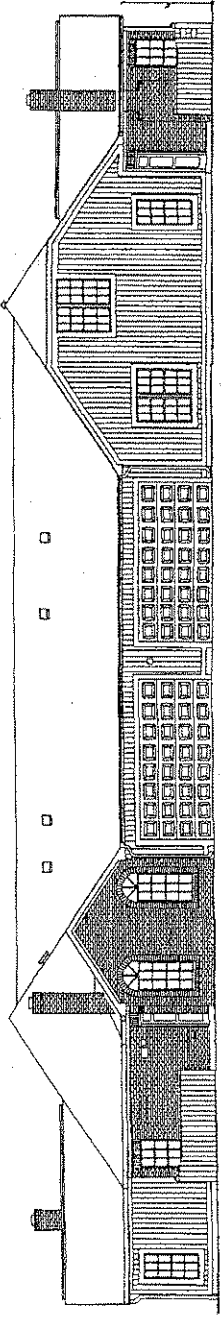
BUILDING	8	8	8
UNIT #	8-2770	8-2770	8-2768
ADDRESS	2770	2770	2768
UNIT TYPE	CHATEAU	CHATEAU	CHATEAU
FLOOR ELEVATION	853.69	853.69	853.69
CEILING ELEVATION	861.69	861.69	861.69

NO.	DESCRIPTION	DATE

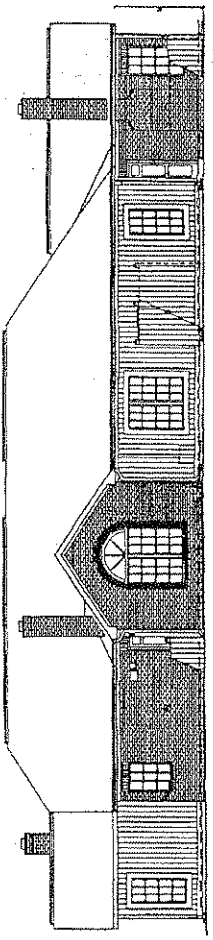
CONSULTING ENGINEERS & ARCHITECTS
 1100 N. W. 11th St.
 Suite 110
 Columbus, Ohio 43261
 614-887-6701 FAX: 614-887-6703

**TENTH AMENDMENT
 CROSSINGS AT CANTERBURY TRAILS**
 THE DRAWINGS - BEING PART OF LOT THREE OF CANTERBURY TRAILS -
 SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CANTON
 VOL. 30 PAGE 4534-4541 IN THE PLAT RECORDS OF GREENE COUNTY
 SEC. 22 IN T. RANGE 7, NRS. CITY OF DEARBOROUGH, GREENE COUNTY, OHIO

SCALE: NONE
 DRAWN BY: MWS
 CHECK BY:
 DRAWING NUMBER: 8 OF 11



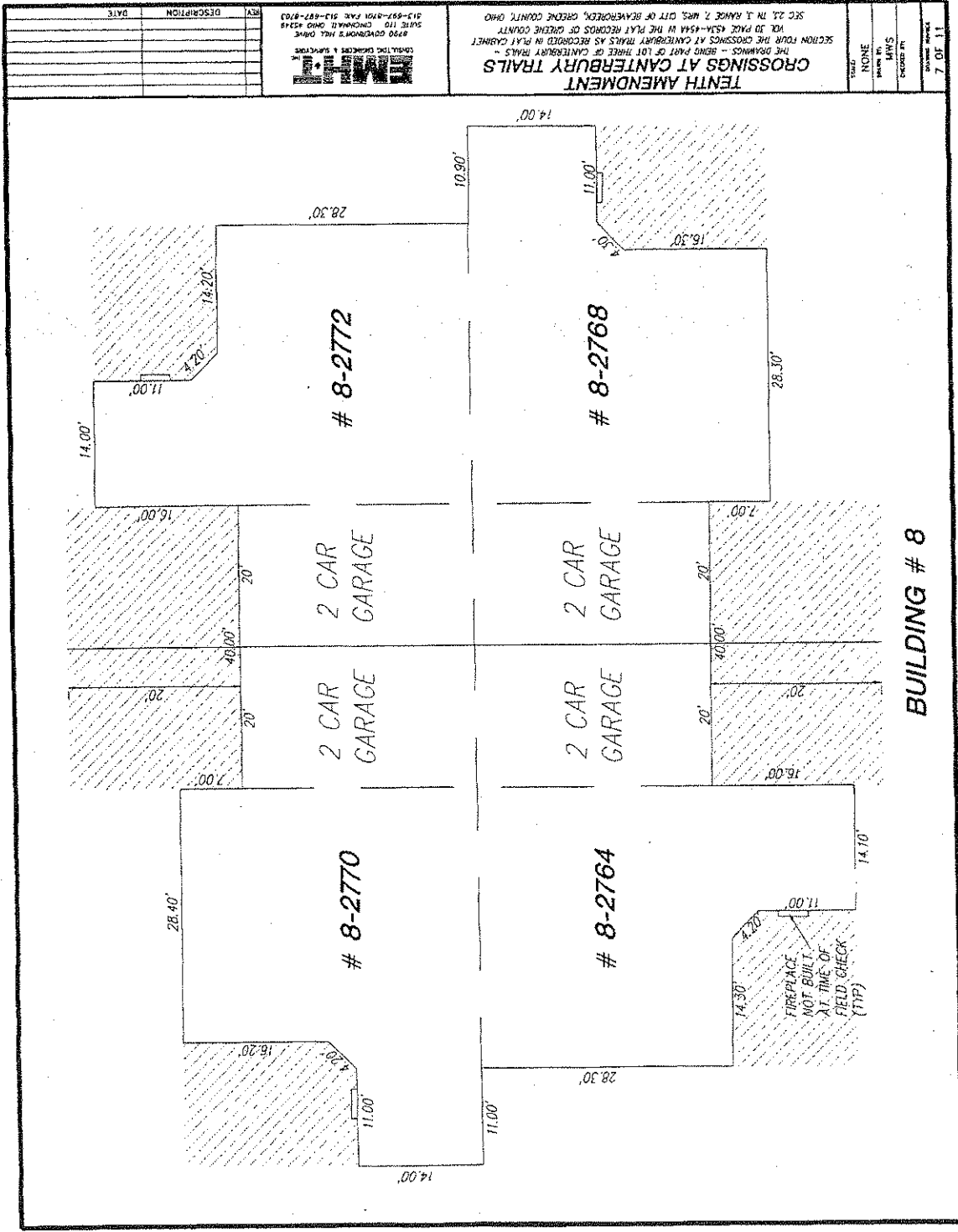
TYPICAL N-S
 BUILDING ELEVATION
 CHATEAU UNIT
 8-2770
 8-2766



TYPICAL E-W
 BUILDING ELEVATION
 VILLA UNIT
 8-2772
 8-2764

TYPICAL N-S
 BUILDING ELEVATION
 VILLA UNIT
 8-2772
 8-2764

TYPICAL E-W
 BUILDING ELEVATION
 CHATEAU UNIT
 8-2770
 8-2766

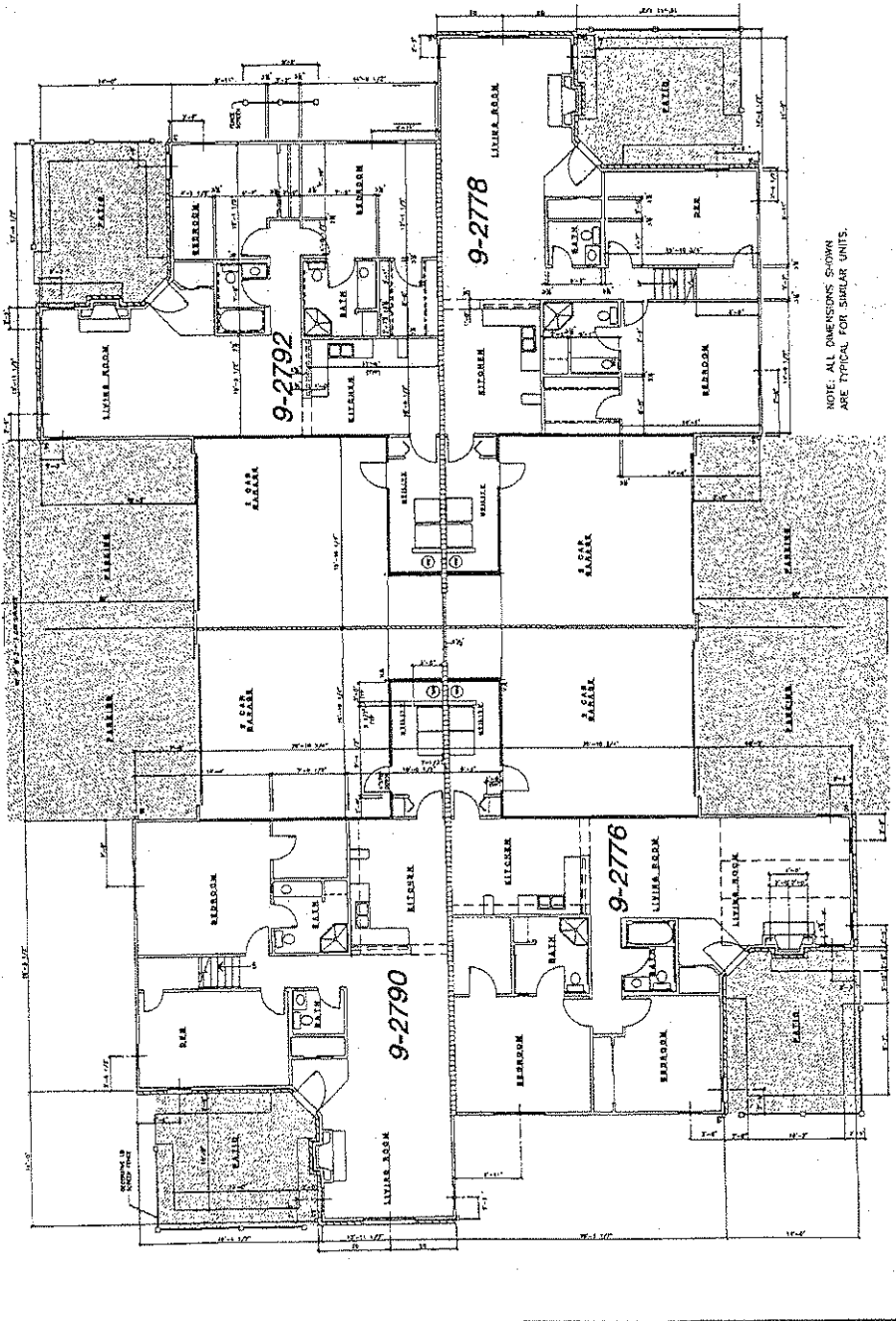


TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS
 THE DRAWINGS - BEING PART OF LOT THREE OF CANTERBURY TRAILS
 SECTION FOUR THE CROSSINGS AT CANTERBURY TRAILS AS RECORDED IN PLAT CANTERBURY TRAILS
 NO. 10 PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY, OHIO
 SEC. 23, T. 1 N. R. 10 E. W. 2, W. 2, D. 17 OF BEAVERCREEK, GREENE COUNTY, OHIO

ENGINEERING
 CONSULTING ENGINEERS & SURVEYORS
 8990 GOVERNOR'S HILL DRIVE
 SUITE 110 CINCINNATI, OHIO 45248
 513-997-0101 FAX 513-877-8703

REV	DESCRIPTION	DATE

TITLE	NONE
DRAWN BY	
CHECKED BY	
DATE	
SCALE	
SHEET NO.	7 OF 11



NOTE: ALL DIMENSIONS SHOWN
 ARE TYPICAL FOR SIMILAR UNITS.

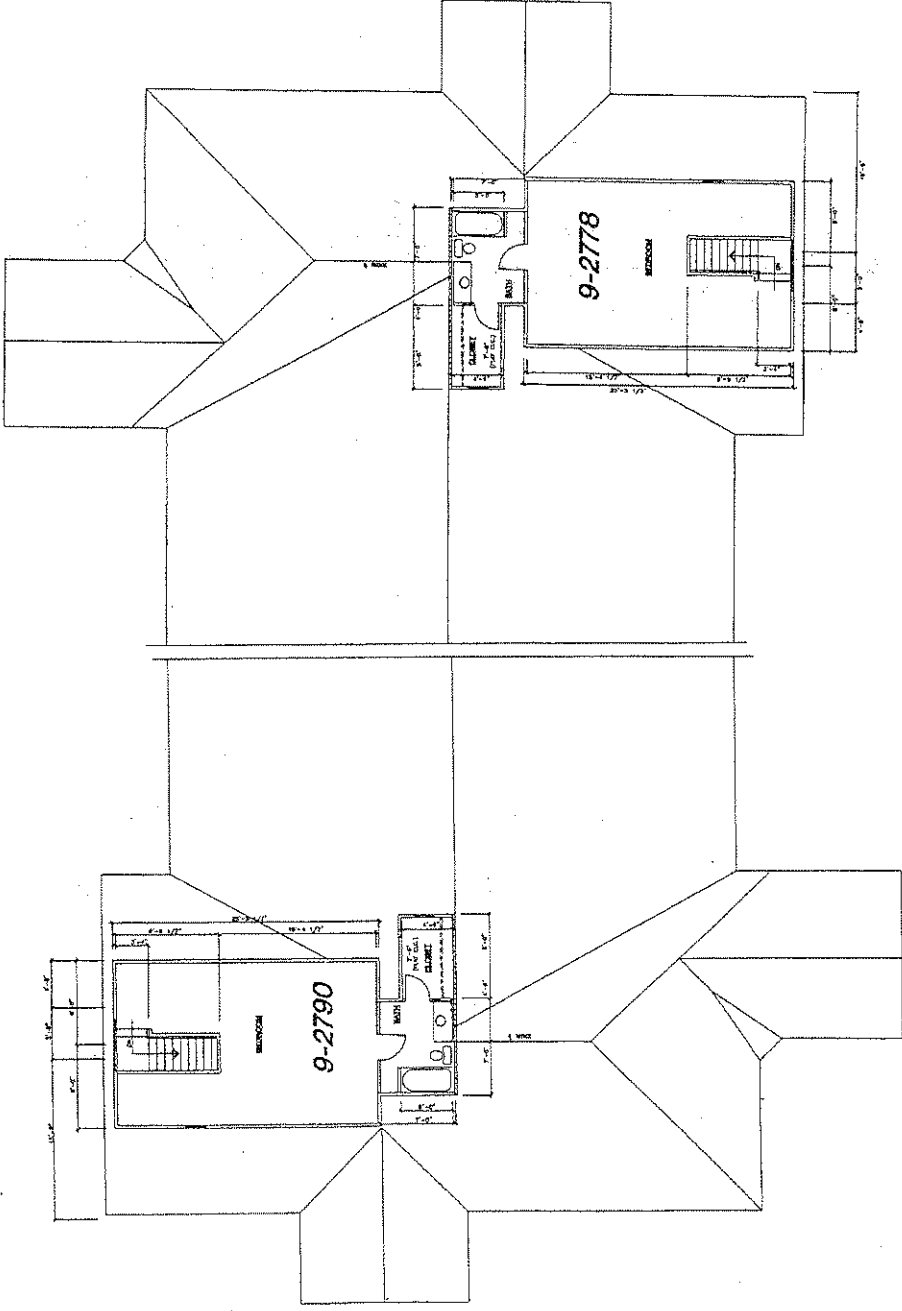
BUILDING	9	9	9	9
UNIT #	9-2790	9-2792	9-2776	9-2778
ADDRESS	2790	2792	2776	2778
UNIT TYPE	CHAteau	VILLA	VILLA	CHAteau
FLOOR ELEVATION	842.16	842.16	842.16	842.16
CEILING ELEVATION	850.16	850.16	850.16	850.16
CATHEDRAL ELEVATION	852.56	852.56	852.66	852.56

REV	DESCRIPTION	DATE

EMT
 CONSULTING ENGINEERS & ARCHITECTS
 8799 GREENWOOD TOWN CENTER
 SUITE 110 GREENWOOD OHIO 43040
 513-697-0201 FAX 513-697-0203

TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS
 THE DRAWINGS - BEING PART OF LOT THREE OF CANTERBURY TRAILS -
 PER TO PLAT 4531-4534 IN THE PLAT RECORDS OF GREENE COUNTY,
 SEC 23 BY 31 84ME 7, MNS, CITY OF BEAVERCREEK, GREENE COUNTY, OHIO

SCALE	NONE
DRAWN BY	MMS
CHECKED BY	
DRAWING NUMBER	9 OF 11



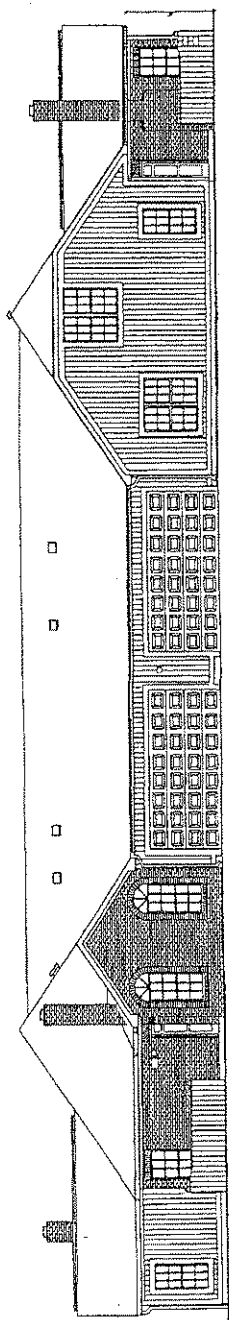
BUILDING	9	9
UNIT #	9-2790	9-2778
ADDRESS	2790	2778
UNIT TYPE	CHATEAU	CHATEAU
FLOOR ELEVATION	851.14	851.14
CEILING ELEVATION	859.14	859.14

DATE: NONE
 DRAWN BY: JMS
 CHECKED BY:

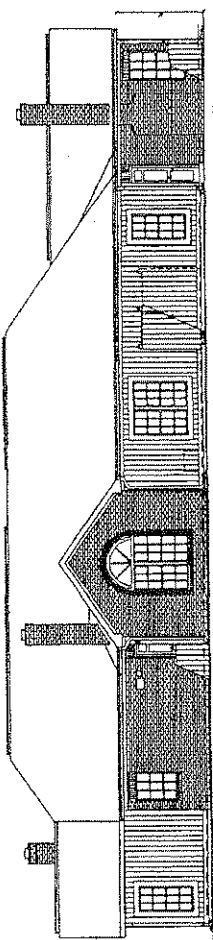
TENTH AMENDMENT
 CROSSINGS AT CANTERBURY TRAILS
 THE DRAWINGS ARE BEING PART OF LOT 102, TRACT OF CANTERBURY TRAILS -
 IN 30 PAGES 431A-434A IN THE PLAT RECORDS OF GREENE COUNTY,
 SEC. 23, T. 3, RANGE 7, W. 3, CITY OF BEAUCHAMPEL, GREENE COUNTY, OHIO

EMT
 CONSULTING ENGINEERS & ARCHITECTS
 8790 GOVERNOR'S HALL DRIVE
 SUITE 110 COLUMBUS, OHIO 43240
 614-897-8700 FAX 614-897-8703

NO.	DESCRIPTION	DATE



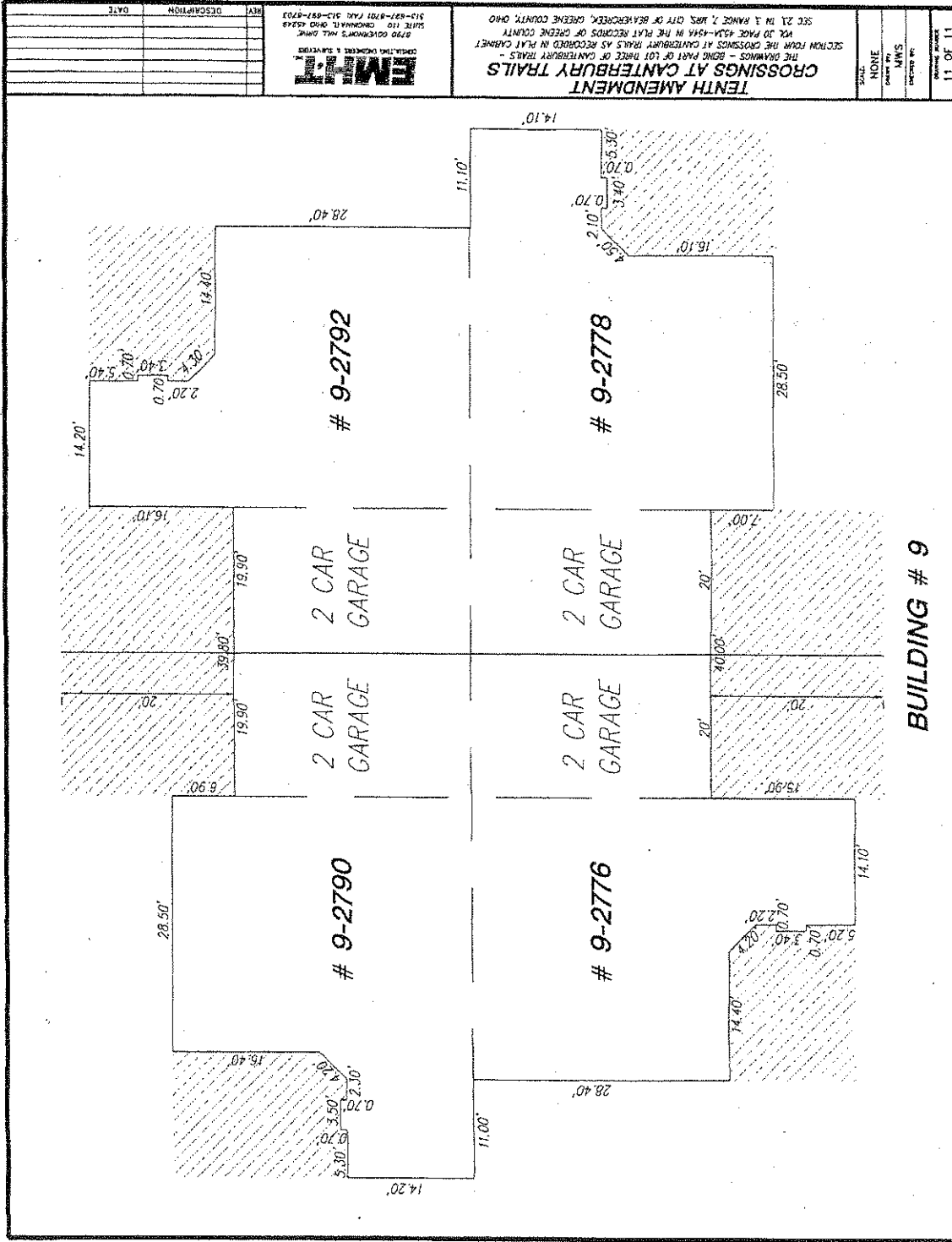
TYPICAL N-S
 BUILDING ELEVATION
 CHATEAU UNIT
 9-2750
 9-2778



TYPICAL E-W
 BUILDING ELEVATION
 VILLA UNIT
 9-2792
 9-2778

TYPICAL N-S
 BUILDING ELEVATION
 PALMA UNIT
 9-2792
 9-2778

TYPICAL E-W
 BUILDING ELEVATION
 GRANVILLE UNIT
 9-2750
 9-2778



**TENTH AMENDMENT
CROSSINGS AT CANTERBURY TRAILS**

SECTION FOUR IN THE PLAT RECORDS OF GREENE COUNTY, OHIO
VOL. 30 PAGE 453A-454A IN THE PLAT RECORDS OF GREENE COUNTY, OHIO
SEC 21 IN 3 RANGE 7, TWP. 10 N. R. 7 E. GREENE COUNTY, OHIO

EMT
ENGINEERING, ARCHITECTURE & SURVEYING
3770 GOVERNORS MIL. DRIVE
SUITE 110 COLUMBUS, OHIO 43262
614-891-8701 FAX 614-891-8703

KEY	DESCRIPTION	DATE

SCALE: NONE
DRAWN BY: MWS
CHECKED BY: MWS
DATE: 11.01.11

00827 2006 JAN 11 AM 8:27

104-
MARY L. MONTES
GREENE CO. RECORDER
JAN 11 2006

ELEVENTH AMENDMENT TO THE DECLARATION CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM AND BY-LAWS OF CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION

WHEREAS, the Declaration Creating and Establishing a Plan for Condominium Ownership for Crossings at Canterbury Trails Condominium was recorded in Official Record Volume 1153, at Page 365 of the Greene County, Ohio Recorder's Office on December 22, 1997 (hereinafter the "Declaration"), and the By-Laws of Crossings at Canterbury Trails Condominium Association, Inc. were recorded in Official Record Volume 1153, at Page 406 of the Greene County Recorder's Office on December 22, 1997 (hereinafter the "By-Laws");

WHEREAS, the First Amendment to the Declaration was recorded in Official Record Volume 1214, Page 756-764 of the Greene County, Ohio Recorder's Office on June 16, 1998;

WHEREAS, the Second Amendment to the Declaration was recorded in Official Record Volume 1244, Page 830-838 of the Greene County, Ohio Recorder's Office on September 11, 1998;

WHEREAS, the Third Amendment to the Declaration was recorded in Official Record Volume 1291, Page 52-56 of the Greene County, Ohio Recorder's Office on January 20, 1999;

WHEREAS, the Fourth Amendment to the Declaration was recorded in Official Record Volume 1311, Page 776-785 of the Greene County, Ohio Recorder's Office on March 23, 1999;

WHEREAS, the Fifth Amendment to the Declaration was recorded in Official Record Volume 1339, Page 271-280 of the Greene County, Ohio Recorder's Office on June 15, 1999;

WHEREAS, the Sixth Amendment to the Declaration was recorded in Official Record Volume 1425, Page 253-262 of the Greene County, Ohio Recorder's Office on May 12, 2000;

WHEREAS, the Seventh Amendment to the Declaration was recorded in Official Record Volume 1481, Page 417-425 of the Greene County, Ohio Recorder's Office on December 13, 2000;

VOL 2523 PG 800

WHEREAS, the Eighth Amendment to the Declaration was recorded in Official Record Volume 1524, Page 857-865 of the Greene County, Ohio Recorder's Office on April 19, 2001;

WHEREAS, the Ninth Amendment to the Declaration was recorded in Official Record Volume 1550, Page 703-711 of the Greene County, Ohio Recorder's Office on June 13, 2001;

WHEREAS, the Tenth Amendment to the Declaration was recorded in Official Record Volume 1641, Page 222-231 of the Greene County, Ohio Recorder's Office on December 4, 2001;

WHEREAS, Crossings at Canterbury Trails Condominium Association (the "Association") is an Ohio non-profit corporation whose members are all of the Unit Owners of Units in Crossings at Canterbury Trails Condominium and, as such, the Association is the representative of all Unit Owners;

WHEREAS, the Association wishes to amend the provisions of both the Declaration and the By-Laws in accordance with recent amendments to Chapter 5311 of the Ohio Revised Code effective July 20, 2004 and with the authority of O.R.C. 5311.05(E)(1) in order to "bring the Declaration in compliance" with Chapter 5311;

WHEREAS, this Eleventh Amendment has received the affirmative vote of at least a majority of the Board of Directors of the Association and, pursuant to O.R.C. 5311.05(E)(1), a vote of the Unit Owners is not necessary;

WHEREAS, this Eleventh Amendment is binding upon the properties described in Exhibit A;

NOW THEREFORE, the Declaration and By-Laws are hereby amended by the Board of Directors, as follows:

1. All references in the Declaration and By-Laws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements".
2. All references in the Declaration and By-Laws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements".
3. The following shall be added to the end of Article III, Section 2(d) of the Declaration:

However, no Unit Owner shall be prohibited from the placement of a flagpole that is to be used for the purpose of displaying, or shall prohibit the display of, the flag of the United States on or within the Limited Common Elements of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, if the flag is displayed in accordance with any of the following:

- (i) The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;
- (ii) The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);
- (iii) Any federal law, proclamation of the President of the United States or the governor, section of the Revised Code, or local ordinance or resolution.

To the extent that the first paragraph of this Section conflicts with the second paragraph, the terms of the first paragraph shall be unenforceable.

4. The following shall be added to Article III, Section 2(g) of the Declaration:

- (g) The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special assessment against the offending Unit and made a lien against that Unit.

5. The following is hereby added to Article III, Section 2(o) of the Declaration:

- (o) Alteration of Limited Common Elements. Subject to rules the Board of Directors adopts pursuant to Section 5311.081(B)(5) of the Ohio Revised Code, the Board may authorize the use of Limited Common Elements, as distinguished from the Common Elements, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

6. The following shall be added to Article III, Section 2(p) of the Declaration:

- (p) The rules and regulations may regulate the use or occupancy of Units; regulate the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by the rules affect

Common Elements or other Units; adopt standards governing the type and nature of information and documents that are subject to examination and copying by Unit Owners, including the times and locations at which items may be examined or copied and any required fee for copying the information or documents; and regulate the collection of delinquent assessments and the application of payments of delinquent assessments.

7. The following shall be added as Article III, Section 2(r) of the Declaration:

(r) Information to be provided. Within thirty days after a Unit Owner obtains a condominium ownership interest, or within thirty (30) days of the date of recording of this Amendment the Unit Owner shall provide the following information in writing to the Association through the Board of Directors:

The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit;

The name, business address, and business telephone number of any person who manages the Owner's Unit as an agent of that Unit Owner.

Within thirty (30) days after a change in any information required to be provided herein, a Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information.

8. Article VIII of the Declaration is hereby deleted and the following substituted in its place:

AGENT FOR SERVICE

The person to receive service of process for the Association shall be as designated by the Board.

This designation may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation.

9. The following shall be added as Article XV, Section 3(d) of the Declaration:

(d) Charge for Damages or Enforcement Assessment. The Board shall have the authority to impose reasonable Enforcement Assessments for violations of the Declaration, the By-Laws, and the rules of the Association and reasonable Charges for Damage to the Common Elements or other property.

Prior to imposing a Charge for Damages or an Enforcement Assessment pursuant to this Section, the Board of Directors shall give the Unit Owner a written notice that includes all of the following:

(1) A description of the property damage or violation;

- (2) The amount of the proposed Charge or Assessment;
- (3) A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Charge or Assessment;
- (4) A statement setting forth the procedures to request a hearing pursuant to this Section.

To request a hearing, an Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice from the Board required by this Section. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment pursuant to this Section.

If a Unit Owner requests a hearing, at least seven days prior to the hearing, the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a Charge or Assessment before holding any hearing requested pursuant to this Section.

The Unit Owners, through the Board of Directors, may allow a reasonable time to cure a violation described in this Section before imposing a Charge or Assessment.

Within thirty days following a hearing at which the Board of Directors imposes a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Unit Owner.

Any written notice that this Section requires shall be delivered to the Unit Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

10. The following is hereby added to Article XV, Section 5(d) of the Declaration:

The Association has the authority to include in its lien any unpaid interest, administrative late fees, Enforcement Assessments, collection costs, attorney's fees, and paralegal fees.

11. The following shall be added as Article XV, Section 8 of the Declaration:

Section 8. Application of Payments. The Association shall credit payments made by a Unit Owner in the following order of priority:

- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;

- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association;
- (d) Fourth, to the principal amount the Unit Owner owes to the Association for the Common Expenses, Charge for Damages, or Enforcement Assessment chargeable against the Unit.

12. The following shall be added as Article XX, Section 6 of the Declaration:

Section 6. Purchase of Real Property. The Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property with the approval of the Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and the authorization of the Board of Directors. Expenses incurred in connection with any such transaction are Common Expenses.

13. Article XXI of the Declaration is hereby added as follows:

All Unit Owners, their tenants, all persons lawfully in possession and control of any part of the condominium property, and the Association shall comply with all covenants, conditions, and restrictions set forth in the declaration, the bylaws, or the rules of the Association, as lawfully amended. Violations of those covenants, conditions, or restrictions shall be grounds for the Unit Owners Association or any Unit Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.

14. The following shall be added to Article IV, Section 4.3 of the By-Laws:

The Association may enter any Unit without notice, in the event of an emergency or for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health and safety of the occupants of that Unit or another Unit.

15. The following shall be added to Article IV, Sections 8 and 9 of the By-Laws:

A meeting of the Board of Directors may be held by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear, participate, and respond to every other member of the Board.

16. The following shall be added to Article IV, Section 14(c) of the By-Laws:

The Board of Directors shall adopt and amend a budget for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association.

ML 2523 PB 805

17. The following shall be added as Article IV, Section 16 of the By-Laws:

Section 16. Authority of the Board. In addition to the powers, authority and duties set forth above, the Association, through the Board of Directors, may exercise all powers of the Association, including the power to do the following:

- (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Cause additional improvements to be made as part of the Common Elements;
- (f) Purchase, encumber, and convey Units, and, subject to any other restrictions in the Declaration or By-Laws and with the approvals required by Section 15.18 of the Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are Common Expenses;
- (g) Acquire, encumber, and convey or otherwise transfer personal property;
- (h) Hold in the name of the Association the real property and personal property acquired pursuant to Sections 16(f) and 16(g);
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (j) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (k) Impose interest and administrative late charges for the late payment of assessments; impose returned check charges; and impose Enforcement Assessments for violations of the Declaration, the By-Laws, and the Rules of

the Association and reasonable Charges for Damage to the Common Elements or other property;

- (l) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- (m) Purchase insurance and fidelity bonds the Directors consider appropriate or necessary;
- (n) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
- (o) Exercise powers that are:
 - (i) Conferred by the Declaration or the By-Laws of the Association or the Board of Directors;
 - (ii) Permitted to be exercised in the State of Ohio by a not-for-profit corporation;
 - (iii) Necessary and proper for the government and operation of the Association.

18. The following shall be added to Article VII of the By-Laws:

The Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

- (a) Information that pertains to condominium property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) Information that relates to the enforcement of the Declaration, By-Laws, or rules of the Association against Unit Owners;
- (e) Information, the disclosure of which is prohibited by state or federal law.

The duly elected President of Crossings at Canterbury Trails Condominium Association, Inc., an Ohio non-profit corporation, John W. Wabler certifies that on November 8, 2005, a majority of the Board of Directors voted affirmatively to adopt the preceding Eleventh Amendment.

**CROSSINGS AT CANTERBURY TRAILS
CONDOMINIUM ASSOCIATION, INC.**
An Ohio Non-Profit Corporation

John W. Wabler
By: John W. Wabler
Its: President

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 8th day of November, 2005 by John W. Wabler, President of Crossings at Canterbury Trails Condominium Association, Inc., an Ohio non-profit corporation, by and on behalf of the Association.

Shirley M. Jones
NOTARY PUBLIC

SHIRLEY M. JONES, Notary Public
in and for the State of Ohio
My Commission Expires Feb. 26, 2009

This Instrument Prepared by:
Amy Schott Ferguson, Esq.
CUNI, FERGUSON & LEVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

VOL 2523 PG 808

Exhibit A
Legal Description of all Units

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 1, Units 2304, 2306, 2310 and 2312 as well as Building 2, Units 2314, 2316, 2320 and 2322, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 455 B, 456 A-B, 457 A-B; 458 A-B; 459 A of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 12, Units 2336, 2338, 2330 and 2332; Building 13, Units 2348, 2350, 2340, 2342; and Building 14, Units 2362, 2354, 2360 and 2352, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page ~~513~~ of the Greene County Recorder's Office; PHASE 1 515 B - 521 A

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 4, Units 2325, 2323, 2803 and 2805; Building 5, Units 2802, 2806, 2803 and 2805; and Building 6, Units 2303, 2301, 2814 and 2816, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page ~~566~~ of the Greene County Recorder's Office; PHASE 2 566 A - 571 A

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 7, Units 2810, 2820, 2784 and 2780, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page ~~609~~ of the Greene County Recorder's Office; PHASE 3 609 B - 612 A

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 15, Units 2392, 2394, 2388 and 2386; Building 24, Units 2397, 2395, 2389 and 2387; and Building 25, Units 2379, 2377, 2381 and 2383, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page ~~627~~ of the Greene County Recorder's Office; PHASE 4 627 B - 632 B

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 16, Units 2402, 2418, 2400 and 2420; Building 22, Units 2423, 2421, 2417 and 2415; and Building 23, Units 2409, 2401, 2411 and 2403, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page ~~658~~ of the Greene County Recorder's Office; PHASE 5 658 B - 661 B

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 20, Units 2435, 2437, 2445 and 2447 and Building 21, Units 2425, 2427, 2431 and 2433, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page ~~784~~ of the Greene County Recorder's Office; PHASE 6 784 B - 787 B

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 17, Units 2428, 2410, 2408 and 2430 and Building 18, Units 2436, 2434, 2446 and 2444, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page ~~639~~ of the Greene County Recorder's Office; PHASE 7 639 A - 645 A

VOL 2523 PG 809

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 19, Units 2441, 2443, 2449 and 2451, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page 679 of the Greene County Recorder's Office; *PHASE 8* *679A - 683A*

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 10, Units 2782, 2784, 2795 and 2799 and Building 11, Units 2793, 2795, 2777 and 2779, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page 705 of the Greene County Recorder's Office; *PHASE 9* *705B - 711B*

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 8, Units 2770, 2772, 2764 and 2768 and Building 9, Units 2790, 2792, 2776 and 2778, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page 781 of the Greene County Recorder's Office. *PHASE 10* *781B - 786B*

Description Check

Greene County Engineer's Tax Map Dept.

- Legally Sufficient As Described
- Legally Sufficient With Corrections Noted
- Legally Insufficient, New Survey Required

By: *[Signature]* Date: *1/10/06*

Plat ID: Dist: *B42* BK: *4* PG: *70* PAR: *10*, 11, 12, 13, 14, 15, 16, 17
 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58
 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70
 71, 72, 73, 74, 75, 76, 77, 78
 79, 80, 81, 82, 83, 84, 85, 86
 87-88, 89, 90
 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42
 43, 44, 45, 46
 91, 92, 93, 94, 95, 96, 97, 98
 99, 100, 101, 102, 103, 104, 105
 (10 thru 17; 19-105; 9)

VOL 2523 PG 810

006369

2011 APR -6 AM 8:38

112
ERIC C. SEARS
GREENE CO. RECORDER
XENIA, OH.

TWELFTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR CROSSINGS AT CANTERBURY TRAILS
CONDOMINIUM RECORDED AT VOLUME 1153, PAGE 365 ET SEQ., OF THE
GREENE COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT CABINET VOLUME 30, PAGE 455B ET
SEQ. OF THE GREENE COUNTY RECORDS.

VOL 3125 PG 784

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Crossings at Canterbury Trails Condominium (the "Declaration") and the Bylaws of Crossings at Canterbury Trails Condominium Association (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Greene County Records Volume 1153, Page 365 et seq., and

WHEREAS, the Crossings at Canterbury Trails Condominium Association (the "Association") is a corporation consisting of all Unit owners in Crossings at Canterbury Trails and as such is the representative of all Unit owners, and

WHEREAS, Article XIX of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and B signed by Unit owners representing 75% of the Association's voting power as of March 3, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 75% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and Treasurer stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Crossings at Canterbury Trails Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION 2(s) entitled, "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration, as recorded at Greene County Records, Volume 1153, Page 365 et seq., is as follows:

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

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only Unit owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

DELETE DECLARATION ARTICLE III, SECTION 2(g) entitled, "Renting and Leasing," in its entirety. Said deletion to be taken from Pages 3-4 of the Declaration, as recorded at Greene County Records, Volume 1153, Page 365 et seq., and as amended at Volume 2523, Page 800 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION 2(g) entitled, "Leasing of Units." Said new addition, to be added on Page 3 of the Declaration, as recorded at Greene County Records, Volume 1153, Page 365 et seq., is as follows:

(g) Leasing of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit owner(s) to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Unit owners, subject to the following:

(i) This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit owner(s); or, (b) any Unit owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Greene County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit owner(s) shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit owner(s).

(ii) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit owner(s) has the right to lease his/her Unit, provided the Unit owner(s) gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(iii) In no event shall a Unit be rented or leased by the Unit owner(s) for transient purposes, which is defined to mean

VOL 3125 PG 787

a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(iv) Any land contract for the sale of a Unit must be recorded with the Greene County Recorder's Office and a recorded copy of the land contract must be delivered to the Board. Any land contract not recorded is an impermissible lease.

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

(vi) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit owner(s)'s agent, in the name of the Unit owner(s). In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit owner(s) at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, shall be charged to the Unit owner(s) and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. Upon the recording of this amendment, only Unit owners of record at the time of such filing shall have standing to

contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Crossings at Canterbury Trails Condominium Association has caused the execution of this instrument this 28 day of March, 2011.

CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION

By: Walker Russell
WALKER RUSSELL, its President

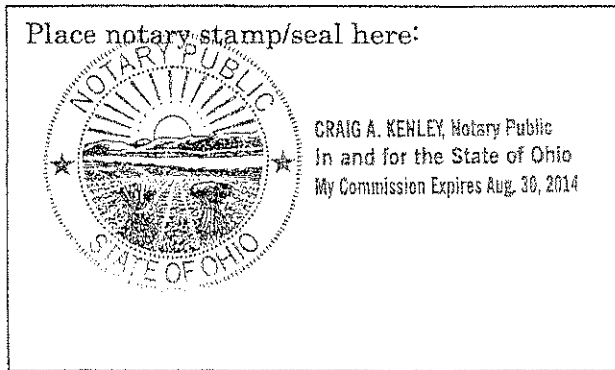
By: Lana Carroll
LANA CARROLL, its Secretary

STATE OF OHIO)
)
COUNTY OF Green) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Crossings at Canterbury Trails Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 12, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Beaver Creek, Ohio, this 25 day of March, 2011.

C. A. Kenley
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
OfficePointe at Polaris
470 Olde Worthington Road, Suite 460
Columbus, Ohio 43082
(614) 882-3100

ML 3125 PG 790

EXHIBIT A

CERTIFICATION OF PRESIDENT AND TREASURER

The undersigned, being the duly elected and qualified President and Treasurer of the Crossings at Canterbury Trails Condominium Association, hereby certifies that the Association received the signed, written consents of Unit owners representing 75% of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XIX and caused such signed, written consents to be filed with the corporate records for Crossings at Canterbury Trails Condominium Association.

Walker Russell
WALKER RUSSELL, President

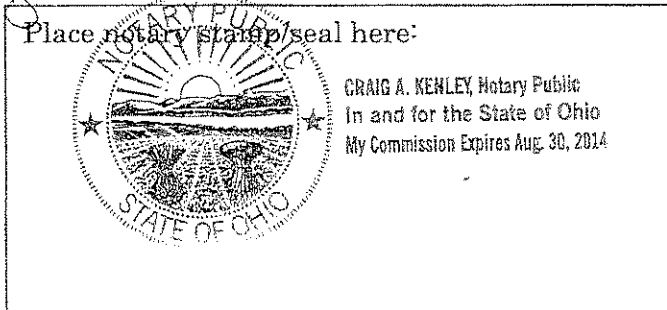
Lana Carroll
LANA CARROLL, Secretary

STATE OF OHIO)
COUNTY OF Greene) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named WALKER RUSSELL and LANA CARROLL who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Bedver creek, Ohio, this 28 day of March, 2011.

C. A. Kenley
NOTARY PUBLIC



VOL 3125 PG 791

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 1, Units 2304, 2306, 2310 and 2312 as well as Building 2, Units 2314, 2316, 2320 and 2322, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 455 B, 456 A-B, 457 A-B; 458 A-B; 459 A of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2304 Patrick Boulevard	B42000400200001000
2306 Patrick Boulevard	B42000400200001100
2310 Patrick Boulevard	B42000400200001200
2312 Patrick Boulevard	B42000400200001300
2314 Patrick Boulevard	B42000400200001400
2316 Patrick Boulevard	B42000400200001500
2320 Patrick Boulevard	B42000400200001600
2322 Patrick Boulevard	B42000400200001700

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 12, Units 2336, 2338, 2330 and 2332; Building 13, Units 2348, 2350, 2340, 2342; and Building 14, Units 2362, 2354, 2360 and 2352, inclusive, of Crossings at Canterbury Trails Condominium, Phase 1, as depicted on Plat Volume Cabinet 30, Page 515B-521A of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2336 Patrick Boulevard	B42000400200002100
2338 Patrick Boulevard	B42000400200002200
2330 Patrick Boulevard	B42000400200001900
2332 Patrick Boulevard	B42000400200002000
2348 Patrick Boulevard	B42000400200002500
2350 Patrick Boulevard	B42000400200002600
2340 Patrick Boulevard	B42000400200002300
2342 Patrick Boulevard	B42000400200002400
2362 Patrick Boulevard	B42000400200003000
2354 Patrick Boulevard	B42000400200002800
2360 Patrick Boulevard	B42000400200002900
2352 Patrick Boulevard	B42000400200002700

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 4, Units 2325, 2323, 2803 and 2805; Building 5, Units 2802, 2806, 2803 and 2805; and Building 6, Units 2303, 2301, 2814 and 2816, inclusive, of Crossings at Canterbury Trails Condominium, Phase 2, as depicted on Plat Volume Cabinet 30, Page 566A-571A of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2325 Patrick Boulevard	B42000400200003400
2323 Patrick Boulevard	B42000400200003300
2803 Stefan Place	B42000400200003100
2805 Stefan Place	B42000400200003200

VOL 3125 PG 792

2802 Stefan Place	B42000400200003500
2806 Stefan Place	B42000400200003800
2803 Austin Place	B42000400200003600
2805 Austin Place	B42000400200003700
2303 Patrick Boulevard	B42000400200004000
2301 Patrick Boulevard	B42000400200003900
2814 Austin Place	B42000400200004100
2816 Austin Place	B42000400200004200

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 7, Units 2810, 2820, 2784 and 2780, inclusive, of Crossings at Canterbury Trails Condominium, Phase 3, as depicted on Plat Volume Cabinet 30, Page 609B-612A of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2810 Austin Place	B42000400200004500
2820 Austin Place	B42000400200004600
2784 Austin Place	B42000400200004400
2780 Austin Place	B42000400200004300

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 15, Units 2392, 2394, 2388 and 2386; Building 24, Units 2397, 2395, 2389 and 2387; and Building 25, Units 2379, 2377, 2381 and 2383, inclusive, of Crossings at Canterbury Trails Condominium, Phase 4, as depicted on Plat Volume Cabinet 30, Page 627B-632B of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2392 Patrick Boulevard	B42000400200004900
2394 Patrick Boulevard	B42000400200005000
2388 Patrick Boulevard	B42000400200004800
2386 Patrick Boulevard	B42000400200004700
2397 Patrick Boulevard	B42000400200005400
2395 Patrick Boulevard	B42000400200005300
2389 Patrick Boulevard	B42000400200005200
2387 Patrick Boulevard	B42000400200005100
2379 Patrick Boulevard	B42000400200005600
2377 Patrick Boulevard	B42000400200005500
2381 Patrick Boulevard	B42000400200005700
2383 Patrick Boulevard	B42000400200005800

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 16, Units 2402, 2418, 2400 and 2420; Building 22, Units 2423, 2421, 2417 and 2415; and Building 23, Units 2409, 2401, 2411 and 2403, inclusive, of Crossings at Canterbury Trails Condominium, Phase 5, as depicted on Plat Volume Cabinet 30, Page 656B-661B, of the Greene County Recorder's Office.

VOL 3125 PG 793

<u>Unit</u>	<u>PPN</u>
2402 Patrick Boulevard	B42000400200006000
2418 Patrick Boulevard	B42000400200006100
2400 Patrick Boulevard	B42000400200005900
2420 Patrick Boulevard	B42000400200006200
2423 Patrick Boulevard	B42000400200006600
2421 Patrick Boulevard	B42000400200006500
2417 Patrick Boulevard	B42000400200006400
2415 Patrick Boulevard	B42000400200006300
2409 Patrick Boulevard	B42000400200006900
2401 Patrick Boulevard	B42000400200006700
2411 Patrick Boulevard	B42000400200007000
2403 Patrick Boulevard	B42000400200006800

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 20, Units 2435, 2437, 2445 and 2447 and Building 21, Units 2425, 2427, 2431 and 2433, inclusive, of Crossings at Canterbury Trails Condominium, Phase 6, as depicted on Plat Volume Cabinet 30, Page 784B-787B of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2435 Patrick Boulevard	B42000400200007100
2437 Patrick Boulevard	B42000400200007200
2445 Patrick Boulevard	B42000400200007300
2447 Patrick Boulevard	B42000400200007400
2425 Patrick Boulevard	B42000400200007500
2427 Patrick Boulevard	B42000400200007600
2431 Patrick Boulevard	B42000400200007700
2433 Patrick Boulevard	B42000400200007800

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 17, Units 2428, 2410, 2408 and 2430 and Building 18, Units 2436, 2434, 2446 and 2444, inclusive, of Crossings at Canterbury Trails Condominium, Phase 7, as depicted on Plat Volume Cabinet 34 Page 639A-645A of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2428 Patrick Boulevard	B42000400200008100
2410 Patrick Boulevard	B42000400200008000
2408 Patrick Boulevard	B42000400200007900
2430 Patrick Boulevard	B42000400200008200
2436 Patrick Boulevard	B42000400200008400
2434 Patrick Boulevard	B42000400200008300
2446 Patrick Boulevard	B42000400200008600
2444 Patrick Boulevard	B42000400200008500

VOL 3125 PG 794

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 19, Units 2441, 2443, 2449 and 2451, inclusive, of Crossings at Canterbury Trails Condominium, Phase 8, as depicted on Plat Volume Cabinet 34, Page 679A-683A of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2441 Patrick Boulevard	B42000400200008700
2443 Patrick Boulevard	B42000400200008800
2449 Patrick Boulevard	B42000400200008900
2451 Patrick Boulevard	B42000400200009000

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 10, Units 2782, 2784, 2795 and 2789 and Building 11, Units 2793, 2795, 2777 and 2779, inclusive, of Crossings at Canterbury Trails Condominium, Phase 9, as depicted on Plat Volume Cabinet 34, Page 705B-711B of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2782 Stefan Place	B42000400200009100
2784 Stefan Place	B42000400200009200
2795 Austin Place	B42000400200009300
2789 Austin Place	B42000400200009400
2793 Stefan Place	B42000400200009700
2795 Stefan Place	B42000400200009800
2777 Stefan Place	B42000400200009500
2779 Stefan Place	B42000400200009600

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 8, Units 2770, 2772, 2764 and 2768 and Building 9, Units 2790, 2792, 2776 and 2778, inclusive, of Crossings at Canterbury Trails Condominium, Phase 10, as depicted on Plat Volume Cabinet 34, Page 781B-786B of the Greene County Recorder's Office.

<u>Unit</u>	<u>PPN</u>
2770 Austin Place	B42000400200010000
2772 Austin Place	B42000400200010100
2764 Austin Place	B42000400200009900
2768 Austin Place	B42000400200009900
2790 Austin Place	B42000400200010400
2792 Austin Place	B42000400200010500
2776 Austin Place	B42000400200010200
2778 Austin Place	B42000400200010300

VOL 3125 PG 795

Description Check
Greene County Engineer's Tax Map Dept.

Page 12 of 12 Legally Sufficient As Described
 Legally Sufficient With Corrections Noted
 Legally Insufficient, New Survey Required

BY: [Signature]
Date: 4/11

Par 'D. Dist _____ BK _____ PG _____ PAR _____

SEE PARCEL #15
Pages 9 thru 12