

SECOND RECORD

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TRANSFERRED BY WR #20
IN COMPLIANCE WITH SEC. 319.202 R.C.
LARRY A. KACZALA, AUDITOR
LUCAS COUNTY, OHIO

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE BLUFFS LOT 1 CONDOMINIUM

SEE \$ 65 EXEMPT 37801
T.D. 65 PARCEL 37801

Office of the County Auditor
Lucas County, Ohio

I hereby certify that a copy of the First Amendment to Declaration of Condominium Ownership attached to this Certificate, together with the Amended Drawings attached hereto, have been filed in the office of the County Auditor, Lucas County, Ohio.

Larry A. Kaczala
County Auditor

MAY 26 1994

Dated: MAY 25 1994

TRANSFER NOT NECESSARY
IN COMPLIANCE WITH SEC. 319.202 R.C.
LARRY A. KACZALA, AUDITOR
LUCAS COUNTY, OHIO
BY Wendi K. Kistowski
T.D. 65 PARCEL 37801

Office of the County Recorder
Lucas County, Ohio

I hereby certify that a copy of the First Amendment to Declaration of Condominium Ownership attached to this Certificate, together with the Amended Drawings attached thereto, have been received for record this 25 day of May, 1994, at 3:24P .m. and recorded in Vol. 94-229C10 of the Lucas County Deed Records and Volume 133, pages 75 through 78 of the Book of Plats.

Joe Diney
County Recorder

Dated: MAY 25 1994

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

*See microfiche # 94-229C10.
See Vol. 133 Page 75 thru 78 of Plats.*

Midland

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**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
THE BLUFFS LOT 1 CONDOMINIUM**

By **DECLARATION OF CONDOMINIUM OWNERSHIP** ("Declaration") dated October 7, 1993, filed for record with the Lucas County, Ohio Recorder on October 12, 1993 and recorded at Microfiche No. 93-0466A01 through 93-0466D05, both inclusive, of the Lucas County, Ohio Deed Records, Mark A. Nowakowski ("Grantor"), submitted certain premises in Lucas County, Ohio ("Condominium Property"), to the provisions of Chapter 5311 of the Ohio Revised Code as condominium property.

The Grantor attached drawings ("Drawings") to the Declaration showing the Condominium Property, the buildings, and other improvements and also including the layout, location, design of the Units, common areas and facilities, and limited common areas and facilities. The Drawings are certified by a registered surveyor and a registered public engineer. The Drawings are referred to in the Declaration, Sheets 1 and 2, inclusive, and are recorded in Volume 132, at pages 78 and 79, both inclusive, of the Lucas County, Ohio Plat Records.

Attached to the Declaration as Exhibit "B" are the By-Laws ("By-Laws") of The Bluffs Lot 1 Condominium Association.

Article XIX of the Declaration reserves to the Grantor the right to amend the Declaration and the Drawings for the purpose of submitting Additional Property to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property.

The Grantor has determined to submit the property that is referred to in Section 4, Article XIX of the Declaration as the "Additional Property", together with the improvements constructed thereon and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property.

NOW, THEREFORE, GRANTOR, the owner of the Additional Property, hereby declares as follows:

1. All of the terms used in this Amendment which are defined in the Declaration shall have the same meaning in the Amendment as they have in the Declaration, as previously amended. All references herein to the "Declaration" and the "Drawings" shall mean the Declaration and Drawings.

2. Grantor, as the owner of the real property described on Exhibit "A" attached hereto (such real property was formerly the "Additional Property" described in Exhibit "C" to the Declaration), together with the buildings on such real property and all improvements thereon, all easements, rights and appurtenances belonging to the Grantor's interest therein and all articles of personal property existing thereon that are for the common use of the Unit Owners, are hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code and the provisions of the Declaration, as amended hereby, are hereby included in and made a part of the "Condominium Property" as that term is defined in the Declaration.

3. Exhibits "A" and "C" to the Declaration (legal description of the Condominium Property and Additional Property) are hereby amended to read as set forth on Exhibits "A" and "C" attached hereto.

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May 19, 1994
AMEND/CONDO

4. Article IV of the Declaration is hereby amended to read in its entirety as follows:

ARTICLE IV

BUILDING DESCRIPTIONS

"There is presently one (1) residential building (the "Building") containing a total of seven (7) Units in the Condominium. The Building is of conventional frame construction with poured concrete foundation, poured concrete and concrete block basement or lower level walls, a combination brick veneer and wood siding exterior, and an asphalt shingle roof. The Building is located as shown on the Drawings.

5. Section 1 Article V of the Declaration is hereby amended to read in its entirety as follows:

"ARTICLE V

UNITS

"Section 1. Unit Designations. Each of the Units is designated by a number on the Drawings where that Unit is located. The proper Unit designations for the Building are:

Buildings

Unit 2147
Unit 2149
Unit 2151
Unit 2153
Unit 2155
Unit 2157
Unit 2159

"Each of the additional Units, when and if added, shall also be designated by a number on the Drawings."

6. Subparagraph (b) of Section 2 of Article V is hereby amended to read in its entirety as follows:

"(b) Unit Sizes and Locations. The location of each Unit is shown on the Drawings. The approximate area of each Unit interior is as follows:

Square Footage

Unit	Living Space (Including Garage and Basement)
2147	2376
2149	2380
2151	2405
2153	2187
2155	2190
2157	2378
2159	2376

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May 19, 1994
AMEND/CONDO

7. Section 3 of Article VI is hereby amended to read in its entirety as follows:

"Section 3. Percentage of Ownership. The percentage interest of each Unit in the Common Areas is as follows:

Unit	Interest in Common Areas
2147	14.28%
2149	14.28%
2151	14.30%
2153	14.28%
2155	14.28%
2157	14.30%
2159	14.28%
	100.00%

8. Except as specifically hereinabove amended, all of the provisions of the Declaration, the By-Laws and the Drawings are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Mark A. Nowakowski, unmarried, and the Grantor named in the Declaration, has caused this First Amendment to Declaration of Condominium Ownership for The Bluffs Lot 1 Condominium to be executed by its duly authorized officer at Toledo, Ohio, as of the 24th day of May, 1994.

Signed and Acknowledged
in the Presence of:

Kent J. Heavok

Mark A. Nowakowski
Mark A. Nowakowski, unmarried

Margaret E. Trowbridge

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 24th day of May, 1994, by Mark A. Nowakowski, unmarried.

Margaret E. Trowbridge
Notary Public

MARGARET E. TROWBRIDGE
Notary Public — State of Ohio
My Commission Expires June 18, 1997



94 233A10

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May 19, 1994
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EXHIBIT "A"

* Beginning at the Northeast corner of Lot 1; thence S-03°22'24"-E along the East lot line of Lot 1 a distance of 120.87 feet to a point of curvature; thence on a curve to the right, being concave to the West, having a radius of 40 feet, a tangent of 22.49 feet, a chord length of 39.20 feet, a central angle of 58°41'14" an arc length of 40.97' to a point of tangency; thence along said east line of Lot 1 S-55°18'50"-W a distance of 48.06' to a point of curvature; thence on a curve to the left being concave to the Southeast having a radius of 130.00 feet a tangent of 16.20 feet a chord length of 32.16 feet a central angle of 14°12'34" an arc length of 32.24 feet to a point on the South line of Lot 1; thence along the South line of Lot 1 S-86°37'36"-W a distance of 191.46 feet to a point; thence N-00°05'20"-E a distance of 200.37' along the West line of Lot 1 to a point on the South. Right-of-way line of Bancroft Street; thence N-86°37'36"-E along said South right-of-way line a distance of 264.82 feet to the point of beginning.

Said parcel of land containing 51,512.6 S.F. of land or 1.183 acres of land more or less. AA

*Being Lot 1 of the Bluffs Plat I, a Subdivision in Springfield Township, Lucas County, Ohio, being bounded and described as follows:

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May 19, 1994
AMEND/CONDO

EXHIBIT "C"

No Property Remaining.

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**THE BLUFFS LOT 1 CONDOMINIUM
AN EXPANDABLE CONDOMINIUM PROJECT**

**Condominium Development Statement
and Information Brochure**

We are pleased to provide to you, a prospective purchaser of a Condominium Unit in The Bluffs Lot 1 Condominium ("The Bluffs" or the "Condominium"), an expandable condominium formed under and in compliance with the provisions of the Ohio Revised Code permitting same, the information contained in this Statement, which is required to be furnished to you under the State of Ohio's Condominium Act, Chapter 5311 of the Revised Code of Ohio.

In order to enable you to better understand the information we are providing to you, you should know that definitions of various of the terms used in this Statement are contained in Chapter 5311 of the Ohio Revised Code of Ohio (the "Condominium Act"), and in the Declaration of the Condominium (the "Declaration"). A copy of the Declaration has been or will be furnished to you. We will also try in this statement, from time to time at appropriate points, to define or clarify various unfamiliar terms, and, for convenience, to use short term references to otherwise lengthy terms, for instance, the "Condominium Act for Chapter 5311 of the Revised Code of Ohio". The headings of the various paragraphs and subparagraphs are not necessarily part of the context but are merely labels to help you locate various items.

A. IDENTIFICATIONS

1. Name and Addresses of the Condominium Units in the Development.

The Bluffs Lot 1 Condominium
2147, 2149, 2151, 2153, 2155, 2157 and 2159
The Bluffs
Toledo, Ohio 43615

2. Name, Address and Telephone Number of Developer (Referred to herein and in other Condominium Instruments as the "Declarant" or the "Developer").

Mark Nowakowski
2000 The Bluffs.
Toledo, Ohio 43615

B. GENERAL NARRATIVE DESCRIPTION OF THE DEVELOPMENT

1. Present Units. There are presently under construction four (4) condominium units in the Condominium. With the completion of these units, a total of seven (7) units will be in the Condominium.

2. The Total Number of Units that may be Included in the Development by Reason of Future Expansion of the Development. The total number of units in the Condominium once it is fully expanded will not exceed seven (7) units and there is no provision for further expansion or merger of the development beyond said seven (7) units.

3. The seven (7) units which now make up the Condominium are contained in one (1) building made principally of brick and cedar siding with other customary building products and appliances. The existing seven (7) units are all shown and depicted on the site plan, layouts and floor plans attached hereto as Exhibits "A-1 through A-4".

4. The types and initial asking prices of the unsold units with the percentage interest in the common areas and facilities appurtenant to each are set forth in the accompanying price schedule attached hereto as Exhibit "B". The owner of a unit obtains either a fee-simple interest

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or land contract for fee simple interest to the unit, which includes an undivided interest in the common areas and facilities to the extent of the percentages shown on Exhibit "B".

5. Zoning for the development is R-3 (Section 13) (Township of Springfield Zoning Resolution) with the condominium units as a permitted use under current zoning. The Developer is not aware of the existence of any site plan or any other governmental approvals which have not already been obtained or of any formal notices of failure to comply with any other federal, state or local statutes or regulations affecting the development.

The R-Value of the insulation installed in the family units is as follows: walls, R-13; ceilings, R-30 blown, R-19 batted (house), R-11 crawl space and basement walls.

6. No financing is offered by or through the Developer.

7. A description of the Developer's warranties for structural elements and mechanical or other systems of the units and the common areas and facilities are set forth on Exhibit "C" attached hereto.

8. Attached hereto and incorporated herein by reference, marked Exhibit "D", is a two-year projection, revised and updated in the last six (6) months, of annual expenditures necessary to operate and maintain the common areas and facilities of the development. Please note that as a projection, it was only the Developer's best estimate of expenses and is therefore not a guarantee as to the actual costs.

Attached hereto as Exhibit "E" is the Developer's best estimates as to the amount of real estate taxes and assessments likely to be assessed against each unit as well as the average monthly utility costs to each unit for electricity and natural gas. Also included in Exhibit "E" is a statement explaining insurance coverage on the Condominium property.

9. Pursuant to the Condominium Declaration and Bylaws, there are certain events which when they occur will result in the The Bluffs Lot 1 Condominium Association (hereinafter the "Association"), effectively taking over control of the management of the Condominium property. These are as follows:

C. ORGANIZATION AND CONTROL OF ASSOCIATION OF UNIT OWNERS.

- (i) The Association was formed as an unincorporated association on or about October 11, 1993 upon and with the filing of all necessary corporate papers.

No later than the time that condominium ownership interests to which 25 percent of the undivided interest in the common areas and facilities have been sold by the Developer, the Association shall meet and the unit owners, other than the Developer, shall elect not less than 25 percent of the members of the Board of Managers (hereinafter "Board"). Not later than the time that Condominium ownership interest to which 50 percent of the undivided interest in the common areas and facilities have been sold by the Developer, the Association shall again meet and elect not less than 33 1/3 percent of the members of the Board.

- (ii) Except as stated in (i) above, the Developer shall have the right to appoint and name members of the Board and to exercise the power and responsibilities of the Board until the earlier of:

- (1) Thirty (30) days after the sale of units to which 75 percent of the common areas and facilities appertain, or
- (2) Three (3) years after the Association is established, or
- (3) When the Developer notifies the unit owners in writing that it is terminating its exercise of control.

- (iii) At such time as there is one (1) unit owner, other than the Developer, the Declaration shall not be amended to increase the scope or period of control by the Developer.
- (iv) Within thirty (30) days after the expiration of time when the Developer exercises powers under paragraph (ii) above, the unit owners shall meet and elect all members of the Board and all officers of the Association who shall take office upon election.

D. VOTING RIGHTS.

Each unit owner shall have the right to exercise that percentage of total voting power of all unit owners on any question for which the vote of unit owners is permitted or required that is equivalent to the percentage interest in the common areas and facilities appurtenant to his unit.

E. UNIT OWNERS' ASSOCIATION CONTRACTUAL RIGHTS AND RESPONSIBILITIES.

The Association, through its duly elected Board, has the right and responsibility to administer to the Condominium property for all purposes, including the right to enter into contracts with others to furnish materials, supplies, goods and services, as well as the right to contract for furnishing of management services and pay compensation therefor. As indicated above, the Developer is now managing the project itself. To date, there is no formal written agreement covering same. In the event such an agreement is entered into, the Developer will provide each unit purchaser with a copy of said agreement. Any such management agreement shall, by its own terms and conditions, terminate no later than one (1) year from the date the Developer is required to terminate its control of the Association.

F. BINDING AFFECT OF CONDOMINIUM DOCUMENTS.

1. The purchaser is hereby advised that the Condominium Declaration, Bylaws, Rules and Regulations and other Condominium documents executed or delivered in connection with the purchase of a unit are binding legal documents. The documents may be amended as follows:

- (i) Declaration. When an instrument shall have been duly executed by the unit owners entitled to exercise at least 75 percent of the voting power of the Association when executed with the same formalities as the Declaration with an affidavit by the President or Treasurer of the Association that a copy of the amendments have been mailed by certified mail to all unit owners and mortgagees and properly recorded pursuant to the laws of the State of Ohio. Any amendment shall not be binding upon any record mortgagees unless they have consented to the amendment.
- (ii) Bylaws. Amendment by the same process as described for the Declaration.
- (iii) Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend same.
- (iv) Purchase Contract. By mutual agreement of the purchaser and Developer with the changes to be in writing.

2. AS A PURCHASER, YOU HAVE THE RIGHT TO REVIEW THE CONDOMINIUM INSTRUMENTS, TO VOID THE CONTRACT AND RECEIVE A REFUND OF YOUR DEPOSIT MONIES UNDER CERTAIN CONDITIONS. READ EXHIBIT "F" ATTACHED HERETO VERY CAREFULLY--IT SETS FORTH THESE IMPORTANT RIGHTS.

3. At present there is no established separate reserve fund to finance the cost of any expected repairs or restoration of the common areas and facilities. However, the Condominium documents do suggest a first and second year reserve of \$50 per unit (Exhibit "D" hereto).

4. There are a number of recorded easements and restrictions affecting the Development. All of such easements, restrictions, and in addition a certain mortgage against the property, will be set forth in the evidence of title required to be delivered to each purchaser under the standard Purchase Contract by and between said purchaser and the Developer. However, the Developer represents and warrants that the existence of said easements, restrictions, and/or mortgages does not render the title to the units unmarketable. Therefore, the Developer believes that there are no significant terms of any of the above which need to be disclosed to the purchaser at this time.

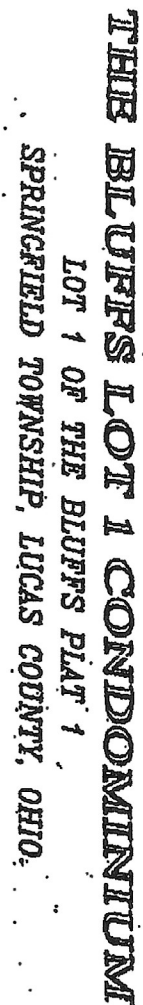
5. The Condominium documents which govern the use and ownership of any of the units place certain restrictions on the ability of a purchaser to lease any unit in the Condominium, but do not otherwise place restraints on the free alienability of all or any part of the Condominium development. Basically, a purchaser is free to lease any unit provided (i) the lease is for more than one hundred eighty (180) days and (ii) the lease incorporates the provisions of the recorded Declaration for The Bluffs Lot 1 Condominium and the Bylaws and Regulations of the Association.

6. The Declaration regulates the keeping of all animals, pets, etc., so as to prohibit same from becoming a nuisance to other unit owners. There is no present litigation involving the Condominium development. The Addendum which is customarily attached to a Purchase Contract by and between the Developer and any purchaser sets forth the requirements for and the conditions governing any escrow deposit made by any purchaser under said Contract.

IF YOU HAVE ANY QUESTIONS AFTER READING THIS DISCLOSURE STATEMENT, PLEASE DO NOT HESITATE CONTACTING MARK A. NOWAKOWSKI at (Home: 841-3050 or Work: 843-2222)


Mark A. Nowakowski
Dated: May 19, 1994

Exhibit "A-1"



THE BLUFFS LOT 1 CONDOMINIUM

SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO.

PARCEL DESCRIPTION

BEARING AT THE NORTHEAST CORNER OF LOT 1;
THENCE S-42°22'25" E ALONG THE EAST
LOT LINE OF LOT 1 A DISTANCE OF 120.00 FEET
TO A POINT OF CURVATURE; THENCE ON A CURVE
TO THE RIGHT, BEING CONCAVE TO THE WEST,
HAVING A RADIUS OF 40 FEET, A MARCH OF
22.49 FEET, A CHORD BEARING S-57°05'34"
E A DISTANCE OF 46.80 FEET TO A POINT OF
CURVATURE; THENCE TO A POINT OF PANGLOSS;
THENCE ALONG SAID DEFECT LINE OF LOT 1
S-57°05'34" E A DISTANCE OF 46.80 FEET TO A
POINT OF CURVATURE; THENCE ON A CURVE TO
THE LEFT, BEING CONCAVE TO THE SOUTHWEST
HAVING A RADIUS OF 120.00 FEET A TANGENT OF
16.30 FEET A CURVE OF LOT 1 OF 32.16 FEET
A CENTRAL ANGLE OF 1°17'25" AW ARC
LENGTH OF 32.24 FEET TO A POINT ON THE
SOUTH LINE OF LOT 1; THENCE ALONG THE
SOUTH LINE OF LOT 1 A DISTANCE OF 10.00
FEET TO A POINT OF PANGLOSS; THENCE
N-60°05'34" E A DISTANCE OF 200.27 FEET TO
THE WEST LINE OF LOT 1 TO A POINT ON THE
RIGHT-OF-WAY LINE OF PANGLOSS STREET;
THENCE N-1°57'35" E ALONG SAID SOUTH
RIGHT-OF-WAY LINE A DISTANCE OF 264.02 FEET
TO THE POINT OF BEGINNING.

CERTIFICATION:
WE HEREBY CERTIFY THAT ON SEPTEMBER 23,
1993, AND AGAIN ON MAY 10, 1994
WE SURVEYED THE BUILDING SHOWN
HEREON. THE DIMENSIONS SHOWN REPRESENT
THE BUILDING AS CONSTRUCTED. EASEMENTS
SHOWN ARE AS DEEMED FROM TITLE REPORT
BY LAND AND TITLE SECURITY, INC. UPDATED 9/7/93.
TERRY DEBON AND GAIL EISENBERG ARE AS
FURNISHED BY THE OWNER.

WILLIAM E. MOHL P.E. #36290

JAMES R. COLDREN P.S.#5384

NOTE: LC-14 DERIVATES LIMITED COUNTRY
LAND AREA ASSIGNED TO ADJACENT UNIT.
LC-64 DERIVATES LIMITED COUNTRY
COUNTRY AREA ASSIGNED TO ADJACENT UNIT.



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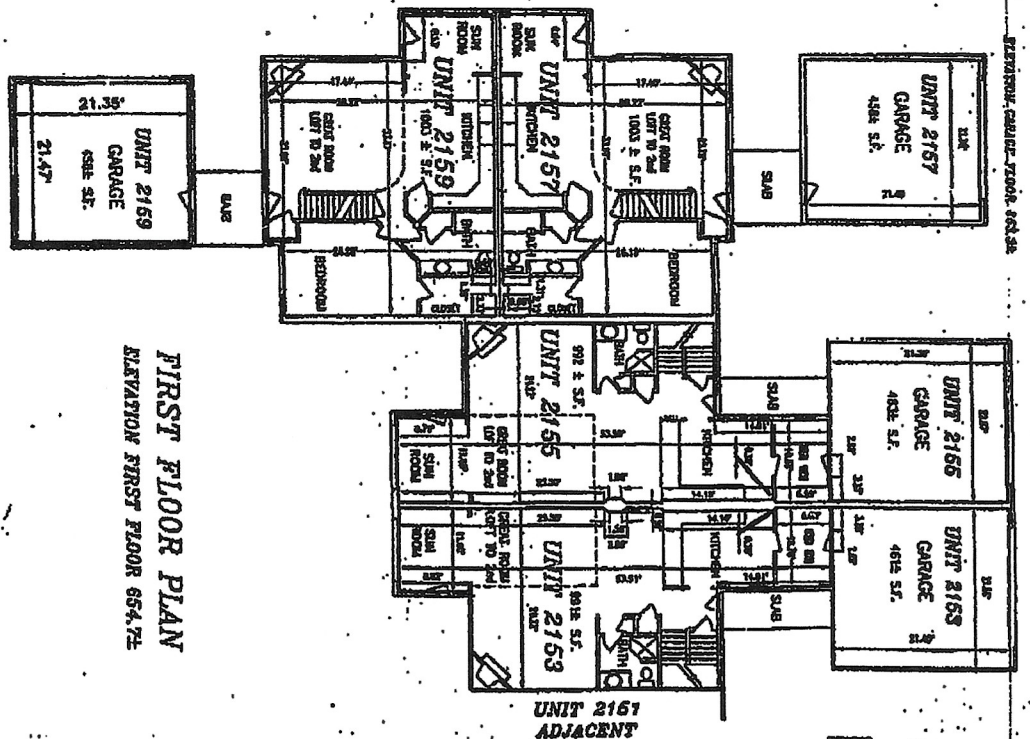
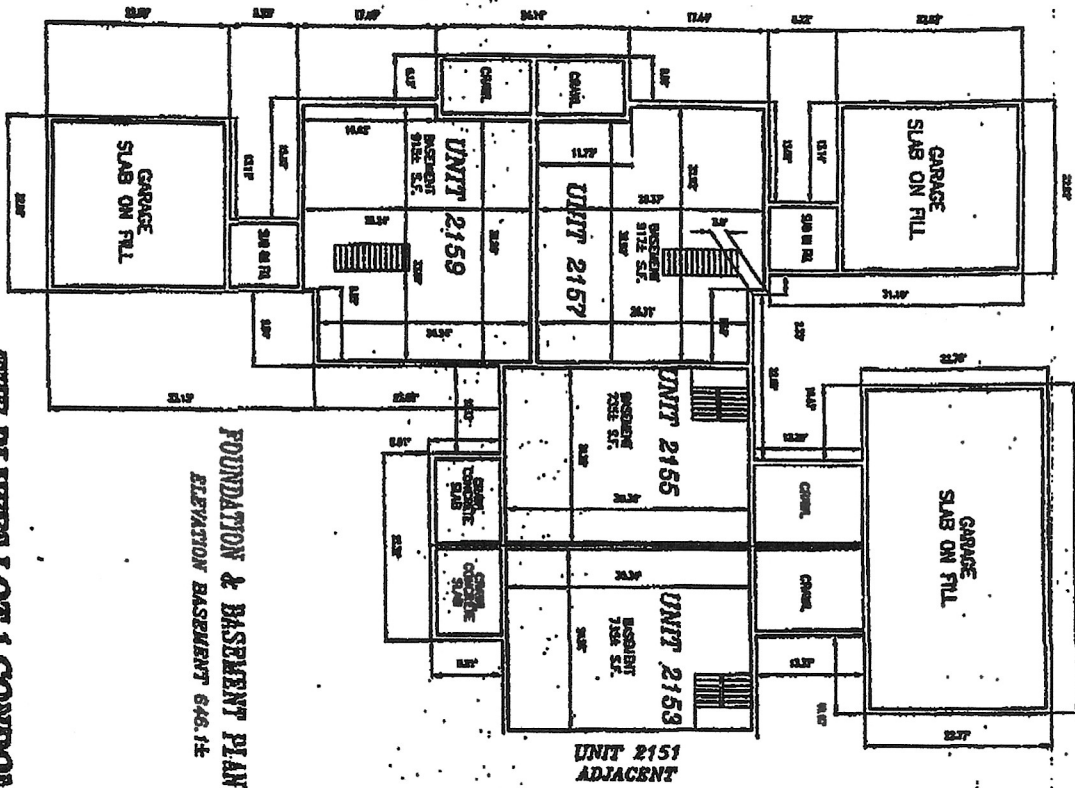
ELEVATION SECOND FLOOR 663.6±

LOT 1 OF THE BLUFFS

SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO.



THE BLUFFS LOT 1 CONDOMINIUM
LOT 1 OF THE BLUFFS
SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO



BY: JACOB E. BEHRENDT/REGISTERED
LAND SURVEYOR
4400 FARMINGTON BLVD., #12, TOLEDO, OHIO
43615-1411

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94 229D10



W. E. MOULT, ENGINEERS
4044 LEANINGSTONE AVE. S.W., VANCOUVER, B.C.
Phone 2-1111

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EXHIBIT "B"Initial Asking Price Schedule

<u>Family Units</u>	<u>Type Unit</u>	<u>Percentage of Ownership Interest in Common Areas</u>	<u>Price</u>
215	2 Bedrooms	14.28 percent	\$128,700

6600
RECEIVED & RECORDED

MAY 25 1994

SUE RIOUX

RECORDER, LUCAS COUNTY, OHIO
324
prc

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May 19, 1994
DS/CONDO

EXHIBIT "C"

LIMITED WARRANTY

MARK A. NOWAKOWSKI HEREBY WARRANTS THE REPAIR OR REPLACEMENT OF THE ROOF, STRUCTURAL COMPONENTS, MECHANICAL, ELECTRICAL, PLUMBING AND COMMON SERVICE ELEMENTS SERVICING UNITS 2147, 2149 AND 2151, THE BLUFFS LOT 1 CONDOMINIUM OR ADDITIONAL PROPERTY AS A WHOLE, OCCASIONED OR NECESSITATED BY A DEFECT IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF TWO (2) YEARS COMMENCING ON THE DATE THE DEED OR OTHER EVIDENCE OF OWNERSHIP IS FILED FOR RECORD FOLLOWING THE SALE OF THE FIRST OF SAID UNITS.

MARK A. NOWAKOWSKI HEREBY WARRANTS THE REPAIR OR REPLACEMENT OF THE ROOF, STRUCTURAL COMPONENTS, MECHANICAL, ELECTRICAL, PLUMBING AND COMMON SERVICE ELEMENTS SERVICING UNITS 2153, 2155, 2157 AND 2159 THE BLUFFS LOT 1 CONDOMINIUM OR ADDITIONAL PROPERTY AS A WHOLE, OCCASIONED OR NECESSITATED BY A DEFECT IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF TWO (2) YEARS COMMENCING ON THE DATE THE DEED OR OTHER EVIDENCE OF OWNERSHIP IS FILED FOR RECORD FOLLOWING THE SALE OF THE FIRST OF SAID UNITS.

MARK A. NOWAKOWSKI HEREBY WARRANTS THE REPAIR OR REPLACEMENT OF THE ROOF, STRUCTURAL COMPONENTS, MECHANICAL, ELECTRICAL, PLUMBING AND COMMON SERVICE ELEMENTS PERTAINING TO UNIT _____, OCCASIONED OR NECESSITATED BY A DEFECT IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE SALE OR CONVEYANCE OF SUCH UNIT TO _____.

MARK A. NOWAKOWSKI HEREBY ASSIGNS ALL WARRANTIES MADE TO HIM THAT EXCEED THE TIME PERIODS HEREIN SPECIFIED AND ALL OTHER WARRANTIES OWNED BY HIM, INCLUDING, BUT NOT LIMITED TO, THOSE WARRANTIES RELATING TO APPLIANCES ACTUALLY INSTALLED BY MARK A. NOWAKOWSKI, APPURTENANT TO SUCH UNIT TO _____.


Mark A. Nowakowski

May 19, 1994
DS/CONDO

EXHIBIT "D"

Schedule of Estimated Annual Expenditures

The following items are to be paid for out of the monthly "Assessment" or "Maintenance" fee. As indicated, it reflects the annual cost, the basis for the estimate, and the estimated monthly assessment by percentage of ownership.

1. Trash Removal: The Bluffs Lot 1 Condominium Association
Annual Cost - All Units \$ 700.00
 2. Snow Removal: Estimating five measurable snow falls requiring driveway plowing. Using comparable costs for complexes of similar size, \$60.00 for plowing.
Annual Cost - All Units \$ 700.00
 3. Lawn Care, Trim and Cutting: Estimating 21 cuttings, two trimmings, one (1) spring application of fertilizer and treatment, one spray treatment of trees, based on current commercial cost of these services.
Annual Cost - All Units \$2,700.00
 4. Fire, Casualty, Liability Insurance: This excludes interior of units and the unit contents. Estimated annual cost based on actual quote from a local underwriter.
Annual Cost \$ 1,400.00
 5. Common Area Sprinkler System, Water and Electricity and Security System: The Common Area will have an electrically operated sprinkler system.
Annual Cost \$ 700.00
 6. Legal and Accounting: Prepare Association tax returns, file liens, and perform other legal and accounting functions as may be required. It should be noted that the estimated annual cost is an average, a wide variance from year to year should be anticipated.
Estimated Annual Cost \$ 600.00
 7. Miscellaneous Supplies and Administrative Costs: This includes stationary, stamps, and all other miscellaneous items utilized in operations.
Estimated Annual Cost \$ 350.00
Reserves \$ 350.00
- ESTIMATED EXPENDITURE FOR 1994 \$7,500.00
- ESTIMATED EXPENDITURE FOR 1995
(With assumption of 5% inflation factor and \$50/unit reserve fund commencing 11/1/94) \$8,225.00

94 233B11

May 19, 1994
DS/CONDO

The following is a schedule of the square footage (rounded to the nearest 10, total inside and garage areas, excluding limited common patios and decks), the percentage of ownership interest, the monthly condominium fee estimated for the first year, and the monthly condominium fee estimated for the second year.

Unit	Sq. Ftg. (Approx)	Percentage	1st Yr	2nd Yr.
2147	2,376 sq. ft.	14.28%	89.28	97.91
2148	2,380 sq. ft.	14.28%	89.28	97.91
2151	2,405 sq. ft.	14.30%	89.28	97.91
2153	2,187 sq. ft.	14.28%	89.28	97.91
2155	2,190 sq. ft.	14.28%	89.28	97.91
2157	2,378 sq. ft.	14.30%	89.28	97.91
2159	2,376 sq. ft.	14.28%	89.28	97.91

*All monthly condominium fees will be billed and collected on a monthly basis unless otherwise notified to the contrary by the Association. For purposes of assessments all units will be treated evenly and billed like amounts.

94 233B12

May 19, 1994
DS/CONDO

EXHIBIT "E"

Estimated Taxes (Annual)

EACH UNIT - \$2,400.00

Estimated Utilities

A. Electricity: \$100.00 per month

B. Gas: \$ 80.00 per month

Insurance

The Association shall be liable for the cost of fire and extended coverage insurance on all buildings and general liability insurance on the common areas and facilities.

Each unit owner shall be responsible for maintaining insurance on the contents of his unit, and such general liability insurance for the units as each individual unit owner may deem proper. The Developer has no opinion as to the cost of such insurance to be purchased by each individual unit owner.

94 233C01

STATEMENT OF PURCHASER'S RIGHTS

Provided Pursuant to Section 5311.26(J) of the Ohio Revised Code.

1. Right to Review Condominium Instruments. The Purchaser has the right to review the condominium instruments and consult with an attorney concerning the purchase of a condominium ownership interest.

2. Purchaser's Right to Void the Contract. In the event that a contract for the purchase of a condominium ownership interest is executed in violation of Section 5311.25 or 5311.26 of the Ohio Revised Code (which sections impose certain requirements upon the Developer including the disclosure of specific information concerning the condominium), the contract shall be voidable by the Purchaser for a period of 15 days after the later of the following dates:

A. The date of the sale of the condominium ownership interest; and

B. The date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Ohio Revised Code.

Upon exercise of a Purchaser's right to void the contract, the Developer or his agent shall refund fully and promptly to the Purchaser any deposit or other prepaid fee or item and any amount paid on the purchase price and shall pay all closing costs paid by the Purchaser or for which the Purchaser is liable in connection with the void sale.

3. Conditions for the Return of Deposits. A Purchaser who wishes to void his purchase contract because of a violation of Section 5311.25 or 5311.26 of the Ohio Revised Code and obtain a return of his deposit, must notify the Developer in writing prior to the expiration of the previously mentioned 15-day period. There are no other conditions under the purchase contract for the return of the Purchaser's deposit except where the contract specifically provides that the Purchaser has the right to terminate the contract and receive a return of the deposit.

4. Rights of Purchasers under Section 5311.27.

A. In addition to any other remedy available, a Purchaser has the right to void the purchase contract as described in paragraph 2 of this exhibit.

B. Any developer or agent who sells a condominium ownership interest in violation of Section 5311.25 or 5311.26 of the Ohio Revised Code shall be liable to the Purchaser in an amount equal to the difference between the amount paid for the interest and the least of the following amounts:

1. The fair market value of the interest as of the time the suit is brought;

2. The price at which the interest is disposed of in a bona fide market transaction before suit; and

3. The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under this division be less than the sum of Five Hundred Dollars (\$500.00) for each violation against each purchaser bringing an action under Section 5311.27, together with court costs and reasonable attorneys' fees. If the Purchaser complaining of such violation of Section 5311.25 or 5311.26 of the Ohio Revised

Code has brought or maintained an action he knew to be groundless or in bad faith and the Developer or agent prevails, the court shall award reasonable attorneys' fees to the Developer or agent.

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SECOND RECORD
RECEIVED & RECORDED

MAY 26 1994

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO
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EXHIBIT 11

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