

**KENSINGTON PLACE ASSOCIATION**  
(AN UNINCORPORATED ASSOCIATION)

**BY-LAWS**

CROSSMAN COMMUNITIES OF OHIO, INC., an Ohio corporation, with offices at 929 Eastwind Drive, Westerville, OH 43081, (Declarant), hereby establishes the Kensington Place Association as an unincorporated association on the 12<sup>th</sup> day of December, 1996, and adopts the following as its By-Laws.

**RECITALS**

I. Declarant is the owner in fee simple of the following described Real property:

Situating in the State of Ohio, County of Delaware, City of Delaware and further described as follows:

Being Lots Numbered 6553 through 6616 inclusive, and Lot 6617 (Reserve) and Easements, of Kensington Place Section 1, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slides 644 and 644 A and B, Recorder's Office, Delaware County, Ohio.

II. Declarant intends to convey the Reserve and Easements to an association, along with certain other property, to be held and operated for the benefit of Declarant and the future owners of Lots in the Subdivision.

III. Declarant has created a plan of restrictions, easements and covenants with respect to and has established liens upon the Lots described herein, which shall be binding upon and inure to the benefit of Declarant, the Association, and all present and future owners and occupants of the Lots.

**DEFINATIONS**

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

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating KENSINGTON PLACE ASSOCIATION, (the "Association") as a corporation not for profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. (The State of Ohio's non-profit corporation statutory act).
2. "Association" and "Kensington Place Association" mean the corporation not-for-profit created by the filing of the Articles; or the unincorporated Kensington Place Association, as the case maybe.
3. "Association Organizational Documents" means the Declaration, the Articles and the By-Laws of the Association.
4. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association.
5. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, which serve as the code of regulations of the Association.
6. "Common Areas" means Lot 6617 (Reserve) and the easements actually conveyed to the Association, and any property, whether it be real or personal, owned by the Association.
7. "Covenants" means this instrument and the Declaration.

8. "Declarant" means Crossman Communities of Ohio, Inc., and its legal representatives, successors, and assigns, provided that the rights specifically reserved to Declarant under this instrument, or under any other Association Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
9. "Declaration" means the DECLARATION OF COVENANTS, EASEMENTS RESTRICTIONS, ASSESSMENTS of record in D.R. Vol. 615, page 589 Recorder's Office, Delaware County, Ohio, which are made a part hereof by this reference.
10. "Easements" means those easements reserved in the Subdivision plat.
11. "Lot" or "Lots" mean one or more of Lots Numbered 6553 through 6616 inclusive, of the Subdivision; and any other Lots which may be added hereto by Declarant.
12. "Lot owner" and "Lot owners" mean that person or those persons owning a fee-simple interest in a Lot or Lots, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.
13. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
14. "Reserve" or "Reserves" mean one or more Reserve designated in the plat of Kensington Place Section 1, (or any subsequent Section which Declarant may add hereto) as are actually conveyed to the Association, as such Reserve is identified and delineated on the recorded subdivision plat thereof. Declarant intends to convey the Reserve to the Association to be owned by the Association in accordance with the provisions of these Covenants and for the use and benefit of owners of all Lots.
15. "Subdivision" means Kensington Place Section 1, as shown on the recorded plat thereof, of record in Plat Cabinet 1, Slides 644 and 644 A and B of the Recorder's Office, Delaware County, Ohio, and any adjacent land added to these covenants.
16. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association.
17. "Turnover Date" the date selected by the Declarant in its sole discretion but no later than the date required pursuant to Article III, 26 below, for Declarant to relinquish control over the selection of the Association's Trustees.

## OWNERS ASSOCIATION

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

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

**Section 3. Voting Rights.** Prior to the Turnover Date, all voting power in the Association shall be vested in Declarant. From and after the Turnover Date, each Lot owner, including Declarant, shall be entitled to one vote for each Lot owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Lot, provided, that unless timely challenged by an owner of an undivided fee-simple

interest in a Lot, any owner of a fee-simple interest in that Lot may cast the entire vote with respect to that Lot.

**Section 4. Board of Trustees.** The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles or this instrument, or such other person or persons as may from time to time be substituted by Declarant. Because of the substantial financial undertakings of Declarant, Declarant shall continue to control the makeup of the Board until the Turnover Date selected by Declarant. From and after the Turnover Date, there shall be six Trustees elected by the Lot owners, which Lot owners shall include Declarant as the owner of any unsold Lots. The terms of the six trustees shall be staggered so that the terms of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two trustees whose terms then expire shall be elected to serve three-year terms.

**Section 5. Authority.** The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and do all things, and exercise all rights provided by the Association Organizational Documents and permitted by Ohio Law that are not specifically reserved to Lot owners, and assess and collect funds for the payment of all costs and expenses incurred in connection therewith. Prior to the Turnover Date, the Board shall not enter into any contract lasting longer than one year, unless terminable without penalty on ninety-day notice.

## MAINTENANCE AND REPAIR

**Section 6. Association Responsibility.** Except as provided herein, the Association shall maintain, repair and replace the Common Areas, including and not limited to utility lines and appurtenant equipment and facilities, buildings, sidewalks, lawns, shrubs, trees, plantings, Subdivision signage, fencing, and all other improvements which are located on the Common Areas. Additionally, the Association shall maintain, repair and replace Subdivision amenities located on the Lots, including entrance features and any fencing along any Reserve and buildings and equipment owned by the Association serving the Subdivision.

## UTILITY SERVICES

**Section 7.** The Association may arrange for the provision of utility services to the Common Areas and shall pay the costs of such services separately metered to the Association by the utility company.

## INSURANCE; LOSSES BONDS

**Section 8. 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, now or at any time hereafter constituting a part of the Common Areas or common property of the Association, against loss or damage by fire, lightening, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance:

- a. Shall 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 Lot and its appurtenant interest superior to a first mortgage;
- b. Shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating;

- c. Shall be written in the name of the Association;
- d. Shall provide that the insurance carrier shall notify all first mortgagees named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy; and
- e. Unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Lot owners.

**Section 9. Liability Insurance.** The Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Reserve Areas, insuring the Association, the Trustees, and the Lot owners and occupants, with such limits as the Board may determine, but not less than the greater of (a) the amount generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of a Lot owner because of negligent acts of the Association, the Board, or other Lot owners and shall include, without limitation, coverage for legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days’ prior written notice to the Association.

**Section 10. Other Association Insurance.** In addition, the Board may purchase and maintain contractual liability insurance, trustee and officers’ liability insurance, and such other insurance as the Board may determine.

#### **ANNUAL OPERATING ASSESSMENTS AFTER THE TURNOVER DATE**

**Section 11.** Promptly after the Turnover Date, and thereafter, prior to the beginning of each fiscal year of the Association, the Board shall estimate, and divide equally among the Lots, the expenses of the Association consisting of the following:

- a.) the estimated next fiscal year’s cost of maintenance , repair, replacement, and other services to be provided by the Association;
- b.) the estimated next fiscal year’s costs for insurance and bond premiums to be provided and paid for by the Association.
- c.) the estimated next fiscal year’s cost for utility services charged to or otherwise properly payable by the Association;
- d.) The estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board.
- 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.) the estimated next fiscal year’s 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.

- g.) the annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Lot owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Lot an equal monthly pro-rata share of the annual operating assessments for that Lot.

**Section 12.** If 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 Lots on an equal basis.

**Section 13.** If assessments collected during any fiscal year 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, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot owners.

**Section 14. *Special Assessments for Capital Improvements.***

- a.) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on or constituting a part of the Reserve to the extent that reserves therefor are insufficient, provided that the new capital improvements not replacing existing improvements shall not be constructed not funds assessed therefor, if the cost therefor in any fiscal year would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Lot owners experiencing no less than seventy-five percent (75%) of the voting power of Lot owners.
- b.) Any such assessment shall be divided equally among all lots and shall become due and payable on such date or dates as the Board determines following written notice to the Lot owners.

**Section 15. *Special Individual Lot Assessments.*** The Board may levy an assessment against an individual Lot, or Lots, as fines levied for the violation of the restrictions set forth herein (including, without limitation, fines for violation of covenants restricting construction of improvements not complying with approved plans, or for parking violations), and to reimburse the Association for those costs incurred properly chargeable by the terms hereof to a particular Lot (such as, but not limited to, the cost of enforcement of the covenants and restrictions against a particular Lot, or of causing compliance with the restrictions and covenants set forth herein, or arbitration costs properly chargeable against such Lot owner.) Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Lot owners subject thereto.

**Section 16 *Effective Date of Assessments.*** Any assessment created pursuant hereto shall be effective on the date determined by the Board. Written notice of the amount of any assessment shall be sent by the Board to the Lot owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice shall be mailed or delivered to Lot owner's Lot unless the Lot owner has delivered written notice to the Board of a different address for such notices, in which event the Board shall mail such notice to the last designated address. Failure to receive such notice, for whatever reason, shall not be a defense to the Lot owner's obligation to pay such assessment.

**Section 17. *Effect of Nonpayment of Assessment; Remedies of the Association.***

- a.) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice may (i) declare the entire unpaid balance of the assessment immediately due and payable (ii) charge interest on the entire unpaid

balance, (or on an overdue installment alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; (iii) charge a reasonable, uniform late fee, as determined from time to time by the Board; and (iv) restrict services to the Lot and restrict use of the Association's Common Areas and of easements for the use thereof, by the owners and occupants of the Lot. Such services and use may be restricted until the assessments with respect to the Lot have been paid. Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. (Whenever the term "costs" issued herein, it shall include, without limitation, reasonable attorneys' fees incurred by the Association, to the extent that the recovery of such fees is not prohibited by Ohio law.)

- b.) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, an affidavit regarding the non-payment of Assessments and restriction of the use of easements appurtenant to the Lot and the availability of services to such Lot, may be filed with the Recorder of Delaware County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Lot for which Assessments are unpaid, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, interest, late charges and costs, and shall be signed by the president or other officer of the Association.
- c.) Any Lot owner who believes that an assessment chargeable to his, her or its Lot has been improperly charged against that Lot, may bring an action in the Court of Common Pleas of Delaware County, Ohio for the discharge of that assessment. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Lot, the court shall make such an order as is just.
- d.) Each such assessment together with interest, late charges and costs, shall also be joint and several personal obligation of the Lot owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and cost shall not be the personal obligation of that owner or owners' successors in the title unless expressly assumed by the successors, provided, however, that the right of the Association to any lien upon the Lot for non-payment of Assessments, and the right of the Association to restrict the use of assessments appurtenant to such lot and restrict services to such lot, or restrict the use of the Association's Reserves by the owners and occupants of the Lot, shall not be impaired or abridged by reason of the transfer.
- e.) The Association, as authorized by the Board, may pursue to become a purchaser at the foreclosure sale.
- f.) No owner may waive or otherwise escape liability for the assessments provided for in these Covenants by non-use of the Reserves, or any part thereof, or by abandonment of his, her or its Lot.

***Section 18. 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 Lot 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 Lot 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 or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot, provided that the Association has been made a party to such action.

**Section 19. 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 Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

### NOTICE TO MORTGAGEES

**Section 20.** Any holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Lot designation), shall be entitled to timely written notice by the Association of:

- a.) Any proposed addition or amendment of the Association Organizational Documents effecting a material change or addition in provisions establishing, providing for, governing or regulating (a) voting (b) the division of assessments, assessment liens or subordination of such liens, (c) reserves for maintenance, repair and replacement of Association property, (d) insurance or fidelity bonds, (e) rights to use of the Reserves, (f) responsibility for maintenance and repair and replacement of Association property, (g) the leasing of any Lot or residence or part thereof, (h) the imposition of any right of first refusal or similar restriction on the right of a Lot owner to sell, transfer, or otherwise convey his or her Lot, or (i) any provision which are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Lot.
- b.) any proposed termination of the Association;
- c.) any condemnation or eminent domain proceeding which may affect a material portion of any Reserve;
- d.) any decision by the Association not to restore substantially damaged property compromising a part of a Reserve;
- e.) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association where substantially identical replacement insurance is not obtained;
- f.) any decision by the Association to construct significant new capital improvements not replacing existing improvements;
- g.) times and places of Lot owners' meetings for which any of the preceding items is on the meeting's agenda; and
- h.) any default under the Association Organizational Documents which gives rise to a cause of action against a Lot owner whose Lot is subject to the mortgage of such holder or insurer, where default has not been cured in sixty (60) days.

**Section 21.** No addition or amendment for the Association Organizational Documents shall be considered material if it is for the purpose of correcting technical errors or for clarification only.

### AMENDMENTS

**Section 22. Power to Amend.** Except as hereinafter provided, amendment of these By-Laws (or the Articles of the Association) shall require (a) the consent of Lot owners exercising not less than seventy-five percent (75%) of the voting power of Lot owners, and (b) the consent of eligible holders of first mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

- a.) the consent of all Lot owners shall be required for any amendment effecting a change in:
  - 1.) the method of allocating liability for common expenses;
  - 2.) the number of votes in the Association appertaining to any Lot; or
  - 3.) the fundamental purposes to which the Common Areas are restricted;
- b.) the consent of lot owners exercising not less than eighty percent (80%) of the voting power of Lot owners and the consent of eligible holders of first mortgages on Lots to which at least seventy-five percent (75%) of the votes of the Lots subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Association;
- c.) the consent of eligible holders of first mortgages on Lots to amendments to the Association Organizational Documents shall not be required except in those instances, previously described, in which the eligible holders of first mortgages on Lots are entitled to written notice of such proposed amendment; and
- d.) An eligible holder of the first mortgage on a Lot who receives a written request to approve amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

**Section 23. Method to Amend.** An amendment to these Covenants, adopted with the consents hereinbefore provided, shall be executed with the same formalities as these Covenants by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the forgoing provisions. Any amendment adopted by Declarant or duly empowered successor Declarant pursuant to authority granted it pursuant to these Covenants shall be duly executed by them with the same formalities as the execution of these Covenants and shall contain the certification of such signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by these Covenants. Any amendment duly adopted and executed in accordance with the forgoing provisions shall be effective upon the filing of the same with the Recorder of Delaware County, Ohio.

## GENERAL PROVISIONS

**Section 24. 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 Subdivision, and the Association and Declarant and their respective heirs, legal representatives, successors and assigns.

**Section 25. Enforcement.** In addition to any other remedies provided in these By-Laws, Declarant, the Association, and each Lot 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 Articles or By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Lot 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 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 Lot owner shall have the rights of action against each other for failure to comply with the provision of the Association Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Lot owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Lot owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and



pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

**Section 26.** The DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIEN of record in D.R. Vol. 615, page 589, Recorder's Office Delaware County, Ohio, is made a part of this Declaration by this reference.

**Section 27. 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.

**Section 28. Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and 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 29. Captions.** The captions of the various provisions of these Covenants are not part of the context hereof, but are merely labels to select in locating the various provisions hereof.

IN WITNESS HEREOF, the undersigned Declarant has caused this instrument to be executed in its behalf on this 12<sup>th</sup> day of December, 1996.

Signed and acknowledged  
in the presence of:  
Sheila A. Bachelor  
Witness  
James M. Watkins  
Witness

CROSSMANN COMMUNITIES OF OHIO, INC.  
By [Signature]  
Steven M. Dunn, its President

STATE OF OHIO }  
COUNTY OF FRANKLIN } \*\*

Before me, a notary public, personally appeared CROSSMANN COMMUNITIES OF OHIO, INC., Declarant, by Steven M. Dunn, its President, who individually and on behalf of said corporation, acknowledged the execution of this instrument to be his free act and deed and the free act and deed of said corporation for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 12th day of December, 1996.



PAMELA L. EICKSTADT  
Notary Public, State of Ohio  
My Commission Expires Jan. 8, 2000

[Signature]  
NOTARY PUBLIC

9900002283  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
On 01-22-1999 At 10:29 am.  
MISC 42.00  
Vol. 10 Pg. 367 - 375

9900002283  
FRED STINON  
73 E. WILSON BRIDGE RD  
NORTHINGTON, OH 43085

THIS INSTRUMENT PREPARED BY FREDERICK J. STINON, 73 E. WILSON BRIDGE ROAD, NORTHINGTON, OH 43085