

EXHIBIT ^E

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BYLAWS
(Code of Regulations)
OF
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS

ARTICLE I

NAME AND LOCATION

The name of the Association is The Meadows at Pheasant Run Condominiums Association, ("the Association"), which corporation, not for profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for The Meadows at Pheasant Run Condominiums. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of Unit owners (members) and of the Trustees (Board of Managers) of the Association shall be at such place in the county in which the Condominium Property is located as the Board of Trustees ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of The Meadows at Pheasant Run Condominiums, ("the Declaration"), recorded simultaneously herewith with the recorder of the county in which the Condominium Property is located.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote at such meeting, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum; Adjournment. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of

Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, or Unit owners having not less than seventy-five percent (75%) of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners, who are not members of the Board, appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion,

determine, but no less than the number of vacancies are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustee entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Each Trustee shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants, and their guests thereon, and establish and levy enforcement charges for the infraction thereof;

(g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);

(h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

(d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration to be enforced; and

(h) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

EXHIBIT "A"

DESCRIPTION OF
PARCEL NO. 1
FOR
THE MEADOWS AT PHEASANT RUN
August 7, 1994

PARCEL NO. 1

Situated in the City of Ashland, Township of Montgomery, County of Ashland, State of Ohio and known as being all of Lot No. 3589, South Ashland and part of the Southwest Quarter of Section No. 16 and more fully described as follows;

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of Section No. 16, said iron pin also being on the centerline of Davis Road;

thence North $86^{\circ}05'11''$ West, along the South line of Section No. 16, passing thru an iron pin found at 600.01 feet, said iron pin also being at the Northeast corner of Lot Number 3590 of Country Club Estates - Phase 2, as recorded in Plat Volume 10, Page 90 of the Ashland County Deed Records, a total distance of 721.08 feet to an iron pin, the true place of beginning of the parcel herein described;

thence continuing North $86^{\circ}05'11''$ West, along the North line of Lot No. 3590, a distance of 156.66 feet to an iron pin found at the Northwesterly corner of Lot No. 3590, said iron pin also being the Southeasterly corner of Lot No. 3589;

thence South $49^{\circ}23'01''$ West, a distance of 38.22 feet to an iron pin found on the Easterly right-of-way line of Hillcrest Drive (60' wide);

thence North $42^{\circ}48'49''$ West, along said Easterly right-of-way line of Hillcrest Drive, a distance of 96.32 feet to an iron pin;

thence continuing along the Easterly right-of-way line of Hillcrest Drive and on a curve to the left ($R = 660.00'$, $\Delta = 18^{\circ}53'04''$), a chord bearing of North $52^{\circ}16'26''$ West and a chord distance of 216.55 feet to an iron pin at the Southwesterly corner of Lot No. 3589;

thence North $3^{\circ}59'23''$ East, a distance of 60.21 feet to an iron pin at the Northwest corner of Lot No. 3589;

thence South $86^{\circ}05'11''$ East, a distance of 277.56 feet to an iron pin found at the Northeast corner of Lot No. 3589, said iron pin also being at the Southeast corner of lands now owned by Thomas Siler, Trustee, as recorded in Volume 562, Page 511 of the Ashland County Deed Records;

thence continuing South $86^{\circ}05'11''$ East, a distance of 76.12 feet to an iron pin;

thence South $25^{\circ}35'35''$ East, a distance of 163.04 feet to an iron pin;

thence South $3^{\circ}59'23''$ West, a distance of 78.04 feet to the true place of beginning, containing 1.6185 Acres, there being 0.9587 Acres in Lot No. 3589 and 0.6598 Acres in Section 16, but subject to all legal highways and easements of record.

DECLARATION OF CONDOMINIUM

THE MEADOWS AT PHEASANT RUN CONDOMINIUMS

UNIT INFORMATION SHEET

<u>Unit Designation</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>	<u>Purchase Price</u>
	<u>1 (Two Bedroom--1 car gar.)</u>			
	<u>2 (Two Bedroom--2 car gar.)</u>			
	<u>3 (Three Bedroom--2 car gar.)</u>			
Bldg. 1-A	2	1.000	50.000	\$101,900.00
Bldg. 1-B	2	1.000	50.000	\$ 98,900.00
		TOTAL:	100.000	

EXHIBIT B

EXHIBIT "C"

DESCRIPTION OF
ADDITIONAL PROPERTY FOR
THE MEADOWS AT PHEASANT RUN
August 7, 1994

Situated in the City of Ashland, Township of Montgomery, County of Ashland, State of Ohio, and known as being a part of the Southwest Quarter of Section No. 16 and part of the Northwest Quarter of Section No. 21, Township 22 North, Range 16 West, and more fully described as follows:

Commencing for boundary at an iron pin found at the Northeast corner of the Northwest Quarter of Section No. 21, said iron pin also being at the Southeast corner of the Southwest Quarter of Section No. 16 and on the centerline of Davis Road;

thence South $3^{\circ}49'52''$ West, along the East line of the Northwest Quarter of Section No. 21 and said Davis Road centerline, a distance of 731.78 feet to an iron pin found, said iron pin being at the Northeast corner of Country Club Estates - Phase IV as recorded in Plat Cabinet 1, Page 23-24 of the Ashland County Plat Records;

thence North $86^{\circ}05'11''$ West, along the North line of Lots No. 3637, 3635, 3634, 3633 and 3630 of said Country Club Estates - Phase IV, a distance of 600.04 feet to an iron pin found at the Northwesterly corner of Lot No. 3630, said iron pin also being the Southeasterly corner of Lot No. 3596 of Country Club Estates Phase 3 as recorded in Plat Volume 10, Page 95 of the Ashland County Plat Records;

thence North $3^{\circ}50'00''$ East, along the East line of Lot 3596, a distance of 77.09 feet to an iron pin found at the Northeast corner of Lot No. 3596 and the Southeast corner of Lot No. 3595 of said Country Club Estates - Phase 3, said iron pin also being the Southwest corner of a parcel of land now or formerly owned by Mohinder K. Gupta as recorded in Volume 545, Page 896 of the Ashland County Deed Records;

thence South $86^{\circ}10'00''$ East, along the South line of said Gupta parcel, a distance of 175.00 feet to an iron pin set;

thence North $3^{\circ}50'00''$ East, along the East line of said Gupta parcel, a distance of 200.00 feet to an iron pin found;

thence North $86^{\circ}10'00''$ West, along the North line of said Gupta parcel, a distance of 175.00 feet to an iron pin set, said iron pin also being the Southeast corner of Lot No. 3593 of Country Club Estates - Phase 2 as recorded in Plat Volume 10, Page 90 of the Ashland County Plat Records;

thence North $3^{\circ}50'00''$ East, along the Easterly line of Lots No. 3593, 3592, 3591 and 3590 of Country Club Estates - Phase 2, a distance of 454.69 feet to an iron pin found at the Northeast corner of Lot No. 3590;

thence North $86^{\circ}05'11''$ West along the Northerly line of Lot No. 3590, a distance of 121.07 feet to a point;

thence North $3^{\circ}59'23''$ East, a distance of 78.04 feet to a point;

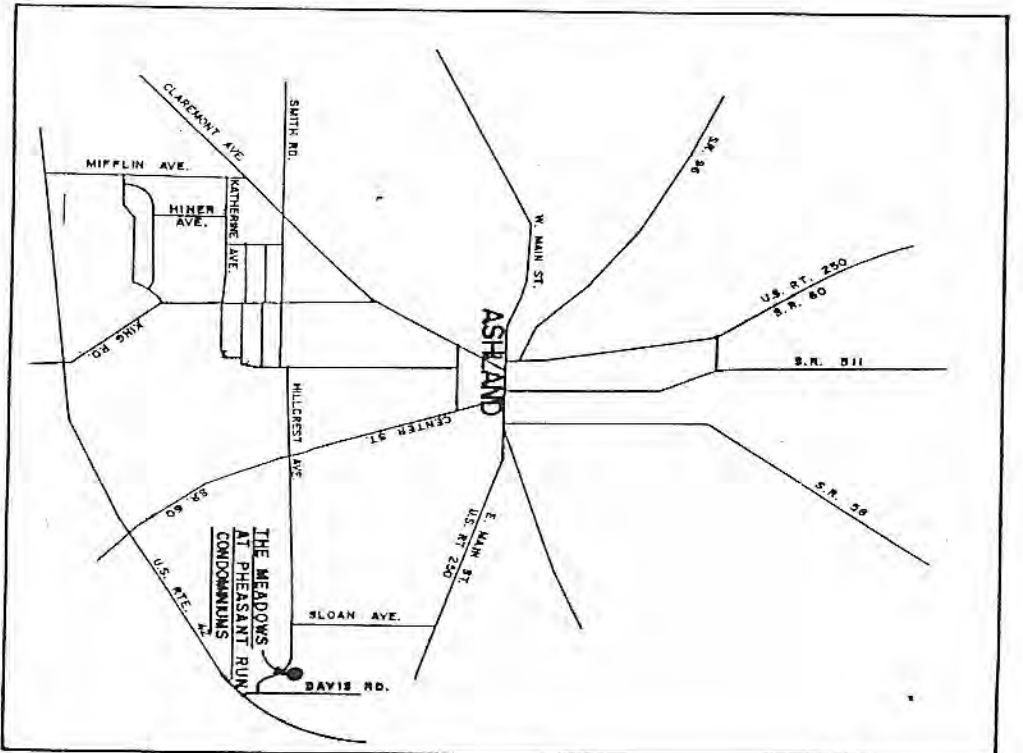
thence North $25^{\circ}35'35''$ West, a distance of 163.04 feet to a point;

thence North $86^{\circ}05'11''$ West, a distance of 76.12 feet to an iron pin at the Northeast corner of Lot No. 3589, said iron pin also being at the Southeast corner of a parcel of land now or formerly owned by Thomas Siler, Trustee, as recorded in Volume 562, Page 511 of the Ashland County Deed Records;

thence North $3^{\circ}59'23''$ East, along the Easterly line of said Siler parcel, a distance of 281.06 feet to an iron pin;

thence South $86^{\circ}05'11''$ East, along the Southerly line of said Siler parcel, a distance of 878.50 feet to a railroad spike on the East line of the Southwest Quarter of Section No. 16, said railroad spike also being on the centerline of Davis Road;

thence South $04^{\circ}04'55''$ West, along said East Quarter Section line and said Davis Road centerline, a distance of 501.00 feet to the place of beginning containing 18.7161 Acres of land, there being 8.6167 Acres in Section No. 21, and 10.0994 Acres in Section No. 16, but subject to all legal highways and easements of record.



DESCRIPTION

SITUATED IN THE CITY OF ASHLAND, TOWNSHIP OF MONTGOMERY, COUNTY OF ASHLAND, STATE OF OHIO AND KNOWN AS BEING ALL OF LOT NO. 3589, SOUTH ASHLAND AND PART OF THE SOUTHWEST QUARTER OF SECTION NO. 16 AND PART OF THE NORTHWEST QUARTER OF SECTION NO. 21.

ARCHITECT'S AND SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY THAT THE WITHIN DRAWINGS 1 THRU 6 CORRECTLY REPRESENT THE BUILDINGS AS CONSTRUCTED, AND THAT THE PLAT SHOWN HEREIN WAS PREPARED FROM A SURVEY MADE BY THE OFFICE OF GRINDLE AND BENDER, ARCHITECTS, ENGINEERS, SURVEYORS, AND IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY. ALL BEARINGS ARE MAGNETIC, AND ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

[Signature]
 REGISTERED ARCHITECT NO. 3618

[Signature]
 REGISTERED SURVEYOR NO. 4978

SHEET NO. 1 OF 6

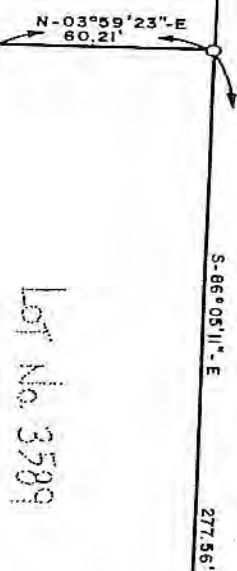
PREPARED BY
GRINDLE & BENDER
 ARCHITECTURE · ENGINEERING · SURVEYING
 ASHLAND, OHIO

EXHIBIT "D"
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
 ASHLAND, OHIO

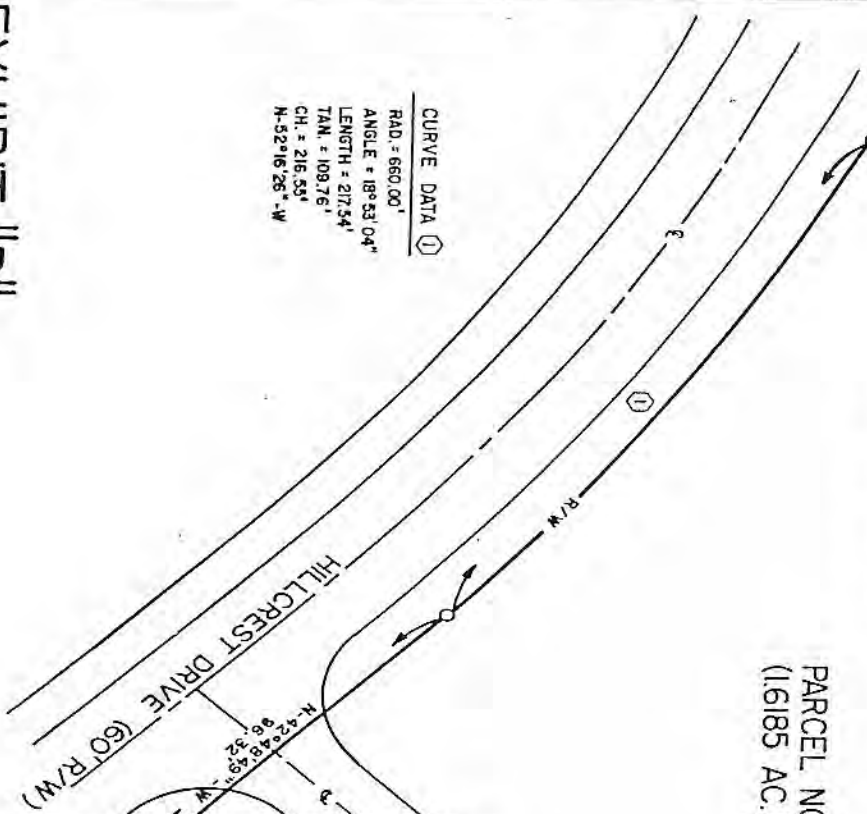
**SITE PLAN
BUILDING NO. 1 - TYPE IV
UNITS A & B**

THOMAS SILER TRÖSTEE
VOLUME 562, PAGE 511

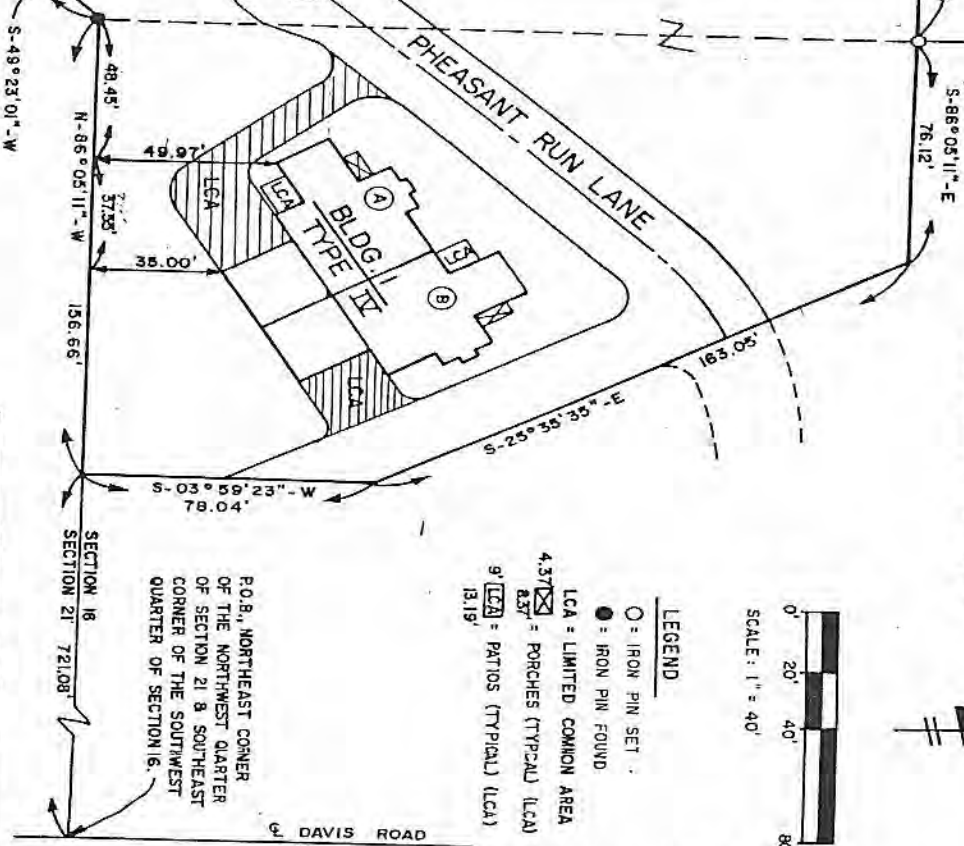
J B B INVESTMENT COMPANY, INC.



PARCEL NO. 1
(16185 AC.)



LOT NO. 35990
COUNTRY CLUB ESTATES, PHASE 2
PLAT VOLUME 10, PAGE 90



LEGEND

- = IRON PIN SET
- = IRON PIN FOUND
- LCA = LIMITED COMMON AREA
- 4.37' [Symbol] = PORCHES (TYPICAL) (LCA)
- 8.57' [Symbol] = PATIOS (TYPICAL) (LCA)
- 13.19' [Symbol] = PATIOS (TYPICAL) (LCA)

R.O.B., NORTHEAST CORNER
OF THE NORTHWEST QUARTER
OF SECTION 21 & SOUTHEAST
CORNER OF THE SOUTHWEST
QUARTER OF SECTION 16.

DAVIS ROAD

EXHIBIT "D"

**THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS**

ASHLAND, OHIO

PREPARED BY:	DATE	SHT.
GRINDLE & BENDER	8/08/94	2
ARCHITECTURE-ENGINEERING-SURVEYING	DRAWN	J.R.K.
ASHLAND, OHIO		OF 6

LOT AREAS

Parcel No. 1 = 1.6185 Acres = 70,501.86 S.F.

BUILDING AREAS

Building No. 1 Area

UNIT A = 1,679.10 S.F.
UNIT B = 1,679.10 S.F.

Building No. 1 = 3,358.20 S.F.

LIMITED COMMON AREA (Parking, Patio, Porch, etc.)

Building No. 1 Limited Common Area

UNIT A = 1,425.51 S.F.
UNIT B = 602.66 S.F.

Limited Common Area-Building No. 1 = 2,028.17 S.F.

COMMON AREA

TOTAL LOT AREA = 70,501.86 S.F.
TOTAL BUILDING AREA = (3,358.20) S.F.
TOTAL LIMITED COMMON AREA = (2,028.17) S.F.
TOTAL COMMON AREA = 65,115.49 S.F.

OF
= 1.4948 Acres

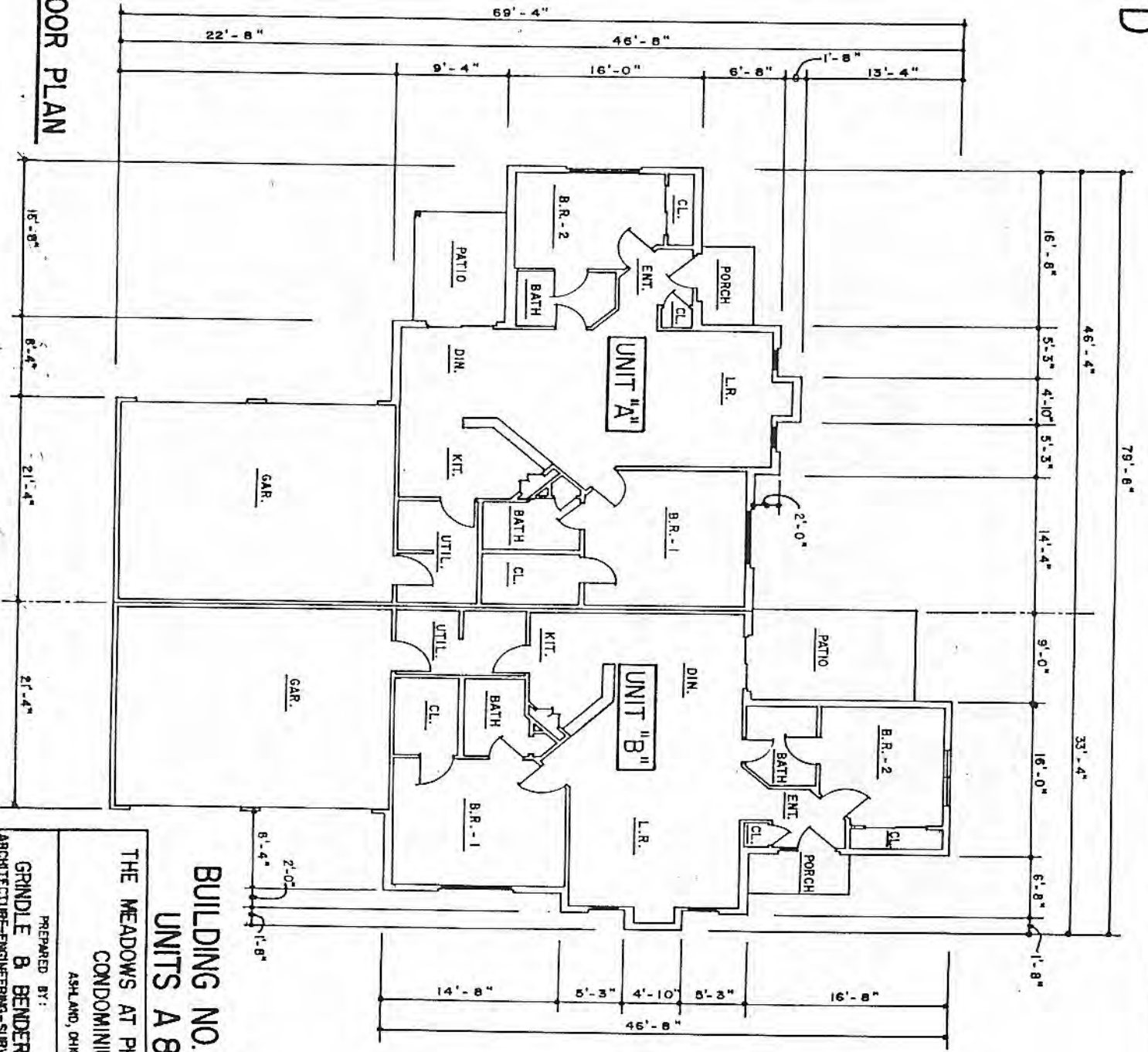
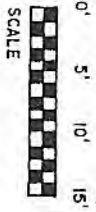
EXHIBIT "D"

THE MEADOWS AT PHEASANT RUN CONDOMINIUMS

ASHLAND, OHIO

PREPARED BY:		DATE	SHT.
GRINDLE & BENDER		8/08/94	3
ARCHITECTURE-ENGINEERING-SURVEYING		DRAWN	OF 6
ASHLAND, OHIO		J.R.K.	

BUILDING FLOOR PLAN



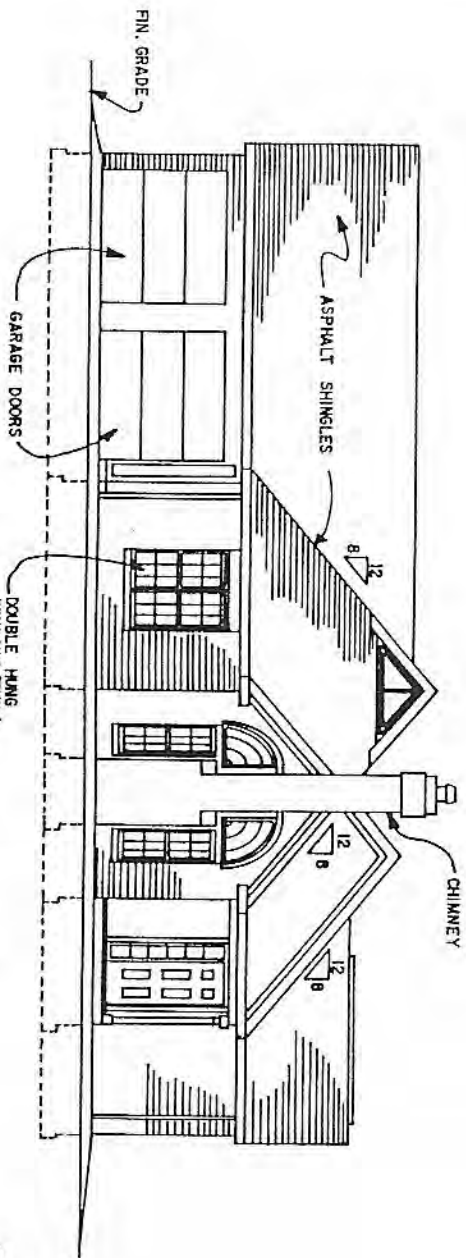
BUILDING NO. 1-TYPE IV
UNITS A & B

THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS

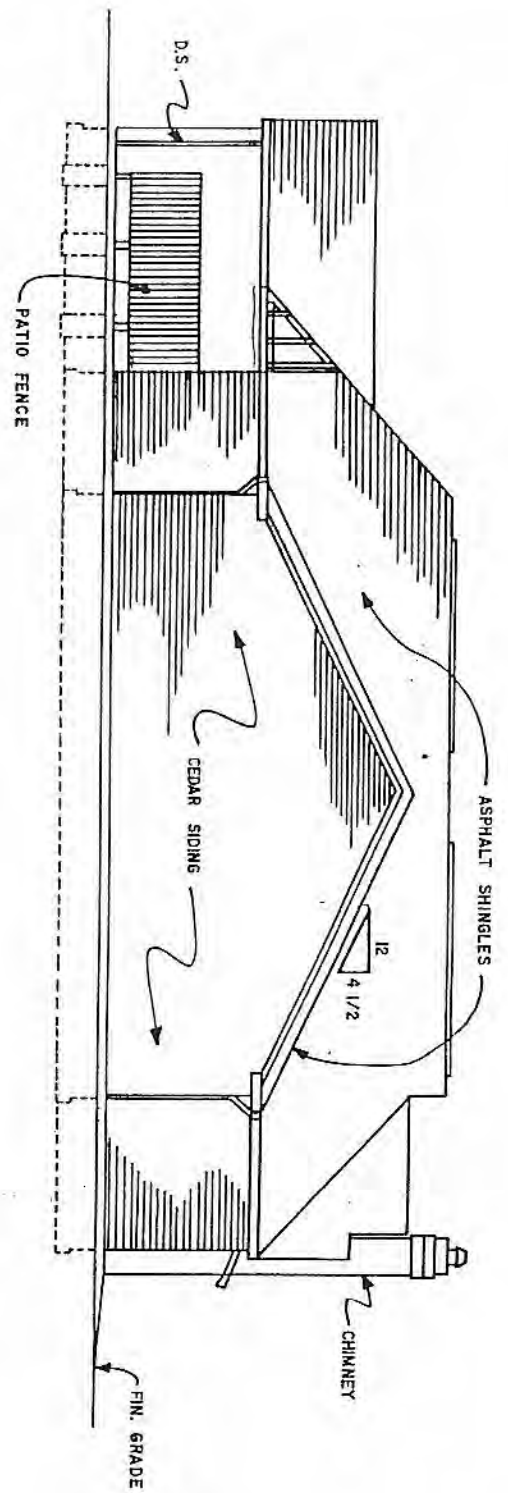
ASHLAND, OHIO

PREPARED BY:	DATE	SHT.
GRINDLE B. BENDER	6/28/94	4
ARCHITECTURE-ENGINEERING-SURVEYING	DRAWN	
ASHLAND, OHIO	J.R.K.	

EXHIBIT "D"



LEFT SIDE ELEVATION



REAR ELEVATION

BUILDING NO. 1-TYPE IV UNITS A & B

THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

PREPARED BY:	DATE	SRT.
GRINDLE & BENDER	8/08/94	6
ARCHITECTURE-ENGINEERING-SURVEYING	DRAWN	
ASHLAND, OHIO	J.R.K.	

EXHIBIT "A"

DESCRIPTION OF
PARCEL NO. 1
FOR
THE MEADOWS AT PHEASANT RUN
August 7, 1994

Ch. 4, 12

PARCEL NO. 1

Situated in the City of Ashland, Township of Montgomery, County of Ashland, State of Ohio and known as being all of Lot No. 3589, South Ashland and part of the Southwest Quarter of Section No. 16 and more fully described as follows;

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of Section No. 16, said iron pin also being on the centerline of Davis Road;

thence North $86^{\circ}05'11''$ West, along the South line of Section No. 16, passing thru an iron pin found at 600.01 feet, said iron pin also being at the Northeast corner of Lot Number 3590 of Country Club Estates - Phase 2, as recorded in Plat Volume 10, Page 90 of the Ashland County Deed Records, a total distance of 721.08 feet to an iron pin, the true place of beginning of the parcel herein described;

thence continuing North $86^{\circ}05'11''$ West, along the North line of Lot No. 3590, a distance of 156.66 feet to an iron pin found at the Northwesterly corner of Lot No. 3590, said iron pin also being the Southeasterly corner of Lot No. 3589;

thence South $49^{\circ}23'01''$ West, a distance of 38.22 feet to an iron pin found on the Easterly right-of-way line of Hillcrest Drive (60' wide);

thence North $42^{\circ}48'49''$ West, along said Easterly right-of-way line of Hillcrest Drive, a distance of 96.32 feet to an iron pin;

thence continuing along the Easterly right-of-way line of Hillcrest Drive and on a curve to the left ($R = 660.00'$, $\Delta = 18^{\circ}53'04''$), a chord bearing of North $52^{\circ}16'26''$ West and a chord distance of 216.55 feet to an iron pin at the Southwesterly corner of Lot No. 3589;

thence North $3^{\circ}59'23''$ East, a distance of 60.21 feet to an iron pin at the Northwest corner of Lot No. 3589;

thence South $86^{\circ}05'11''$ East, a distance of 277.56 feet to an iron pin found at the Northeast corner of Lot No. 3589, said iron pin also being at the Southeast corner of lands now owned by Thomas Siler, Trustee, as recorded in Volume 562, Page 511 of the Ashland County Deed Records;

thence continuing South $86^{\circ}05'11''$ East, a distance of 76.12 feet to an iron pin;

thence South $25^{\circ}35'35''$ East, a distance of 163.04 feet to an iron pin;

thence South $3^{\circ}59'23''$ West, a distance of 78.04 feet to the true place of beginning, containing 1.6185 Acres, there being 0.9587 Acres in Lot No. 3589 and 0.6598 Acres in Section 16, but subject to all legal highways and easements of record.

DECLARATION OF CONDOMINIUM
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS

UNIT INFORMATION SHEET

<u>Unit Designation</u>	<u>Unit Type</u> 1 (Two Bedroom--1 car gar.) 2 (Two Bedroom--2 car gar.) 3 (Three Bedroom--2 car gar.)	<u>Par Value</u>	<u>Undivided Interest</u>	<u>Purchase Price</u>
Bldg. 1-A	2	1.051	3.840	\$106,900.00
Bldg. 1-B	2	1.051	3.840	98,900.00
Bldg. 2-A	1	1.000	3.654	106,900.00
Bldg. 2-B	1	1.000	3.654	97,900.00
Bldg. 2-C	1	1.000	3.654	96,900.00
Bldg. 2-D	1	1.000	3.654	105,900.00
Bldg. 3-A	3	1.133	4.139	111,900.00
Bldg. 3-B	1	1.000	3.654	99,900.00
Bldg. 3-C	3	1.133	4.139	111,900.00
Bldg. 3-D	1	1.000	3.654	99,900.00
Bldg. 4-A	1	1.000	3.654	99,900.00
Bldg. 4-B	1	1.000	3.654	99,900.00
Bldg. 4-C	2	1.051	3.840	104,900.00
Bldg. 4-D	2	1.051	3.840	104,900.00
Bldg. 6-A	2	1.051	3.840	102,900.00
Bldg. 6-B	1	1.000	3.654	97,900.00
Bldg. 6-C	2	1.051	3.840	102,900.00
Bldg. 6-D	1	1.000	3.654	97,900.00
Bldg. 7-A	3	1.133	4.139	124,900.00
Bldg. 7-B	1	1.000	3.654	98,570.00
Bldg. 7-C	3	1.133	4.139	110,900.00
Bldg. 7-D	1	1.000	3.654	108,900.00
Bldg. 8-A	3	1.133	4.139	112,900.00
Bldg. 8-B	3	1.133	4.139	112,900.00
Bldg. 8-C	3	1.133	4.139	111,900.00
Bldg. 8-D	3	1.133	4.139	111,900.00

Total: 100.000

Ch...²

DESCRIPTION OF REMAINING
ADDITIONAL PROPERTY FOR
THE MEADOWS AT PHEASANT RUN
January 12, 1996

Situated in the City of Ashland, Township of Montgomery, County of Ashland, State of Ohio, and known as being a part of the Southwest Quarter of Section No. 16 and part of the Northwest Quarter of Section No. 21, Township 22 North, Range 16 West, and more fully described as follows:

Commencing for boundary at an iron pin found at the Northeast corner of the Northwest Quarter of Section No. 21, said iron pin also being at the Southeast corner of the Southwest Quarter of Section No. 16 and on the centerline of Davis Road;

thence South 3°49'52" West, along the East line of the Northwest Quarter of Section No. 21 and said Davis Road centerline, a distance of 731.78 feet to an iron pin found, said iron pin being at the Northeast corner of Country Club Estates - Phase IV as recorded in Plat Cabinet 1, Page 23-24 of the Ashland County Plat Records;

thence North 86°05'11" West, along the North line of Lots No. 3637, 3635, 3634, 3633 and 3630 of said Country Club Estates - Phase IV, a distance of 600.04 feet to an iron pin found at the Northwesterly corner of Lot No. 3630, said iron pin also being the Southeasterly corner of Lot No. 3596 of Country Club Estates Phase 3 as recorded in Plat Volume 10, Page 95 of the Ashland County Plat Records;

thence North 3°50'00" East, along the East line of Lot 3596, a distance of 77.09 feet to an iron pin found at the Northeast corner of Lot No. 3596 and the Southeast corner of Lot No. 3595 of said Country Club Estates - Phase 3, said iron pin also being the Southwest corner of a parcel of land now or formerly owned by Mohinder K. Gupta as recorded in Volume 545, Page 896 of the Ashland County Deed Records;

thence South 86°10'00" East, along the South line of said Gupta parcel, a distance of 175.00 feet to an iron pin set;

thence North 3°50'00" East, along the East line of said Gupta parcel, a distance of 200.00 feet to an iron pin found;

thence North 86°10'00" West, along the North line of said Gupta parcel, a distance of 175.00 feet to an iron pin set, said iron pin also being the Southeast corner of Lot No. 3593 of Country Club Estates - Phase 2 as recorded in Plat Volume 10, Page 90 of the Ashland County Plat Records;

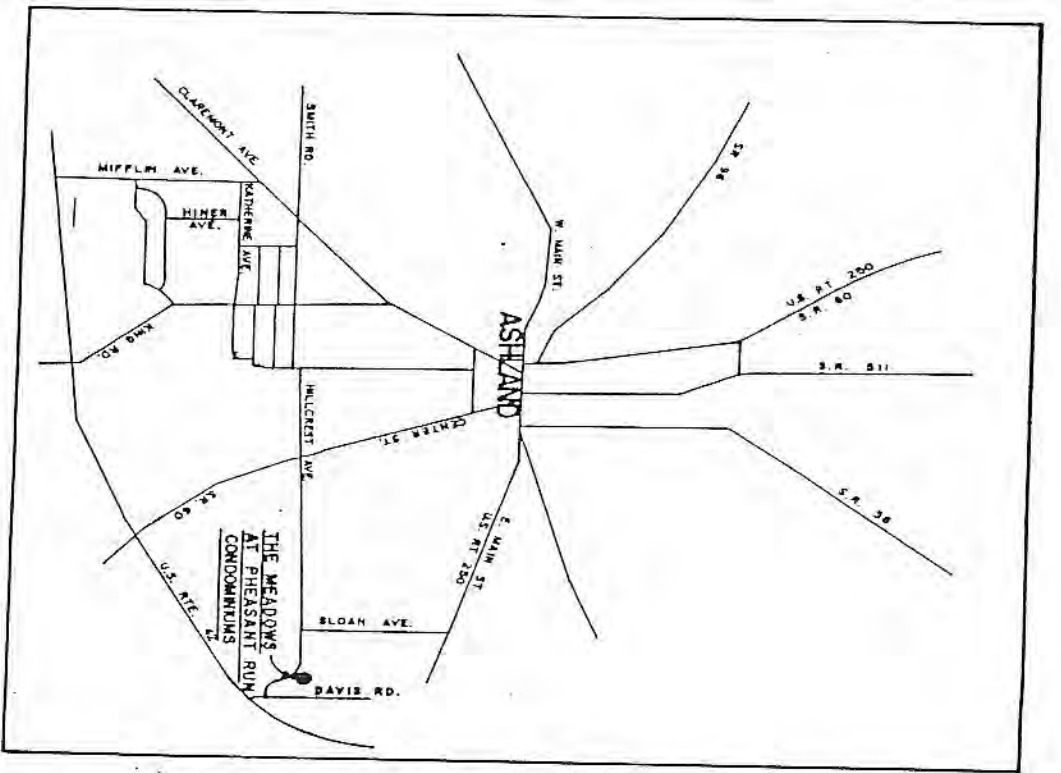
thence North 3°50'00" East, along the Easterly line of Lots No. 3593, 3592, 3591 and 3590 of Country Club Estates - Phase 2, a distance of 454.69 feet to an iron pin found at the Northeast corner of Lot No. 3590, said pin also being on the North line of Section No. 21;

thence South 86°05'11" East, along the Northerly line of Section No. 21, a distance of 356.00 feet to an iron pin;

thence North 3°49'52" East, a distance of 110.88 feet to an iron pin;

thence South 86°10'08" East, a distance of 244.50 feet to a point on the East line of the Southwest Quarter of Section No. 16, said point also being on the centerline of Davis Road;

thence South 04°04'55" West, along said East Quarter Section line and said Davis Road centerline, a distance of 111.24 feet to the place of beginning containing 9.8993 Acres of land, there being 9.2765 Acres in Section No. 21, and 0.6228 Acres in Section No. 16, but subject to all legal highways and easements of record.



DESCRIPTION

SITUATED IN THE CITY OF ASHLAND, TOWNSHIP OF MONTGOMERY, COUNTY OF ASHLAND, STATE OF OHIO AND KNOWN AS BEING ALL OF LOT NO. 3589, SOUTH ASHLAND AND PART OF THE SOUTHWEST QUARTER OF SECTION NO. 16 AND PART OF THE NORTHWEST QUARTER OF SECTION NO. 21.

ARCHITECT'S AND SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY THAT THE WITHIN DRAWINGS 1 THRU 6 CORRECTLY REPRESENT THE BUILDINGS AS CONSTRUCTED, AND THAT THE PLAT SHOWN HEREIN WAS PREPARED FROM A SURVEY MADE BY THE OFFICE OF GRINDLE AND BENDER, ARCHITECTS, ENGINEERS, SURVEYORS, AND IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY. ALL BEARINGS ARE MAGNETIC, AND ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

[Signature]
 REGISTERED ARCHITECT NO. 3618

[Signature]
 REGISTERED SURVEYOR NO. 4978

SHEET NO. 1 OF 6

PREPARED BY
GRINDLE & BENDER
 ARCHITECTURE · ENGINEERING · SURVEYING
 ASHLAND, OHIO

EXHIBIT "D"
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
 ASHLAND, OHIO

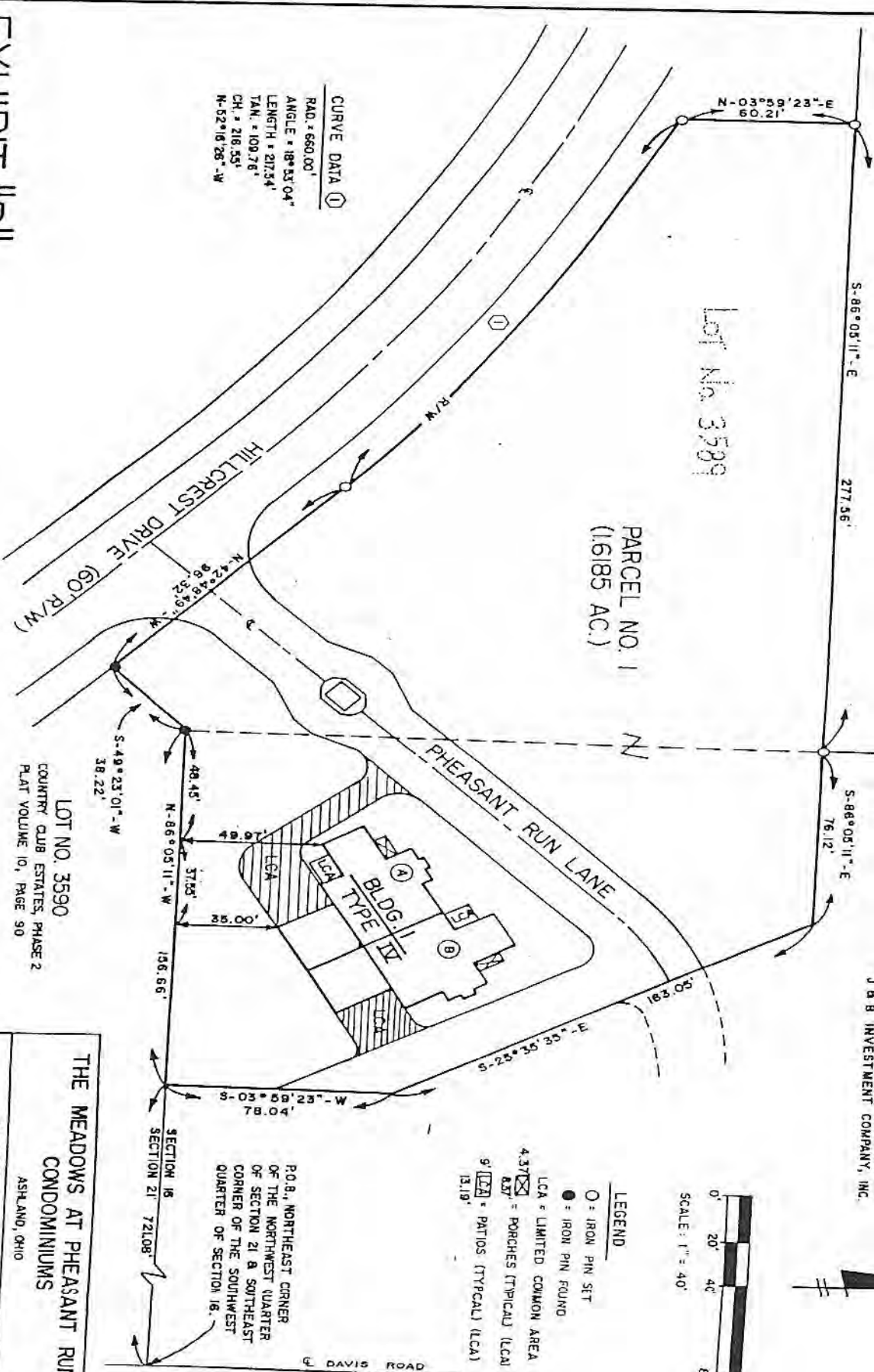
**SITE PLAN
BUILDING NO. 1 - TYPE IV
UNITS A & B**

THOMAS SILER TRUSTEE
VOLUME 562, PAGE 311

J & B INVESTMENT COMPANY, INC.

Lot No. 3599

PARCEL NO. 1
(1.6185 AC.)



CURVE DATA ①

RAD. * 660.00'
ANGLE * 18° 53' 04"
LENGTH * 217.54'
TAN. * 109.78'
CH. * 218.55'
M-52° 16' 26" - W

LEGEND

- = IRON PIN SET
- = IRON PIN FOUND
- LCA * LIMITED COMMON AREA
- 4.37' ⊠ = PORCHES (TYPICAL) (LCA)
- 8.57' ⊠ = PATIOS (TYPICAL) (LCA)
- 13.19' ⊠ = PATIOS (TYPICAL) (LCA)

R.O.B., NORTHEAST CORNER
OF THE NORTHWEST QUARTER
OF SECTION 21 & SOUTHEAST
CORNER OF THE SOUTHWEST
QUARTER OF SECTION 16.

LOT NO. 3590
COUNTRY CLUB ESTATES, PHASE 2
PLAT VOLUME 10, PAGE 90

**THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS**

ASHLAND, OHIO

PREPARED BY:	DATE	SH#
GRINDLE & BENDER	8/08/94	2
ARCHITECTURE-ENGINEERING-CONVEYING	DRAWN	J.R.K.
ASHLAND, OHIO	OF 6	

EXHIBIT "D"

LOT AREAS

Parcel No. 1 = 1.6185 Acres = 70,501.86 S.F.

BUILDING AREAS

Building No. 1 Area

UNIT A = 1,679.10 S.F.
UNIT B = 1,679.10 S.F.

Building No. 1 = 3,358.20 S.F.

LIMITED COMMON AREA (Parking, Patio, Porch, etc.)

Building No. 1 Limited Common Area

UNIT A = 1,425.51 S.F.
UNIT B = 602.66 S.F.

Limited Common Area-Building No. 1 = 2,028.17 S.F.

COMMON AREA

TOTAL LOT AREA = 70,501.86 S.F.
TOTAL BUILDING AREA = (3,358.20) S.F.
TOTAL LIMITED COMMON AREA = (2,028.17) S.F.
TOTAL COMMON AREA = 65,115.49 S.F.
OR
= 1.4948 Acres

EXHIBIT "D"

**THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS**

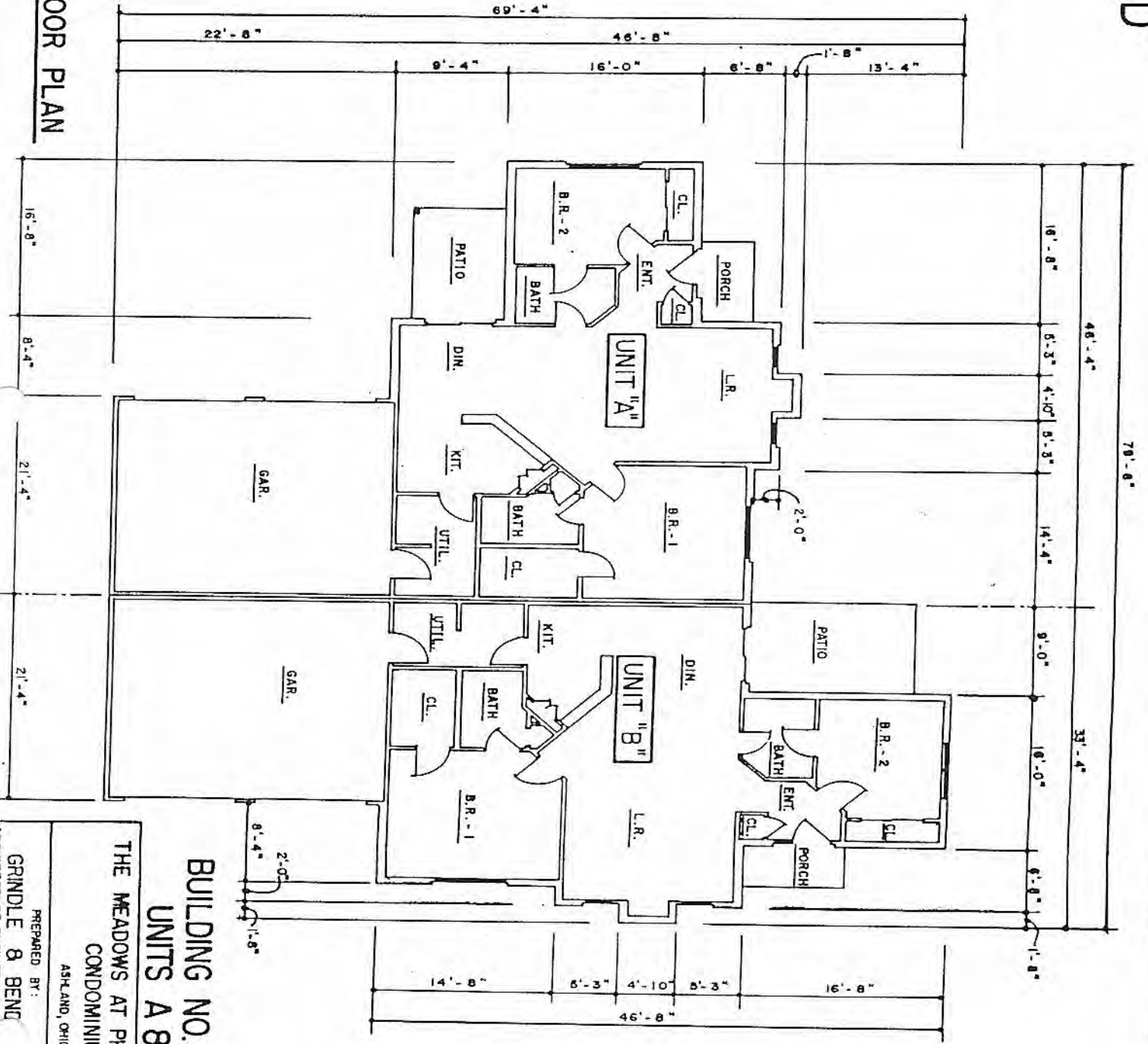
ASHLAND, OHIO

PREPARED BY:	DATE	SHT.
GRINDLE & BENDER	8/08/94	3
ARCHITECTURE-ENGINEERING-SURVEY	DRAWN	3
ASHLAND, OHIO		

EXHIBIT "D"



BUILDING FLOOR PLAN

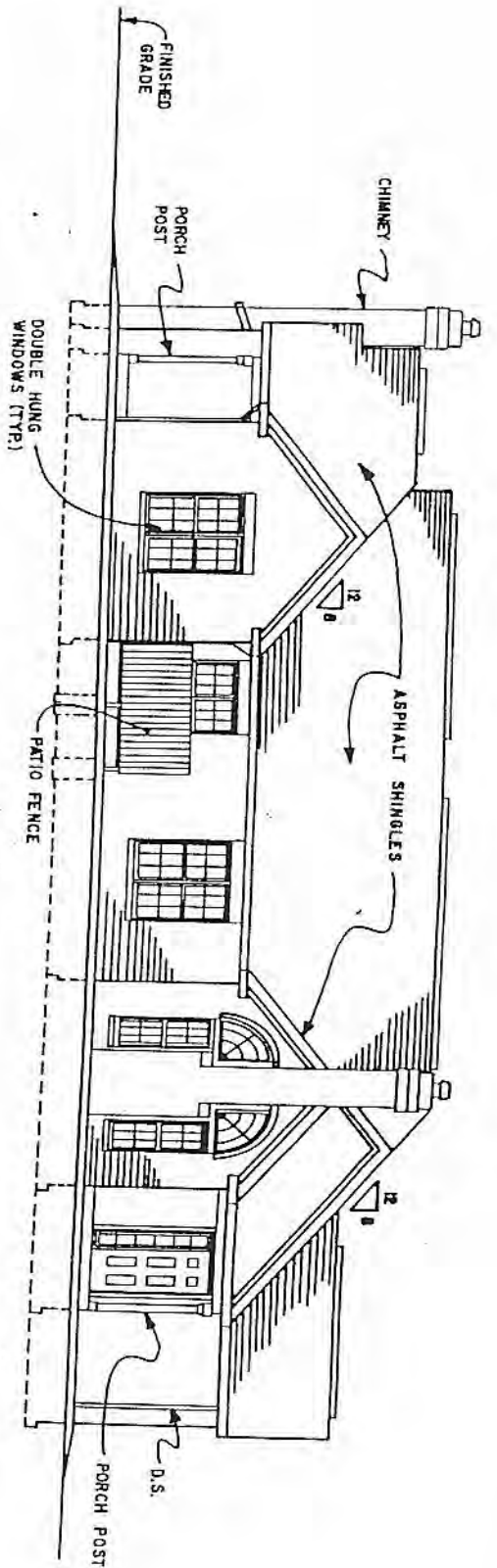


BUILDING NO. 1-TYPE IV UNITS A & B

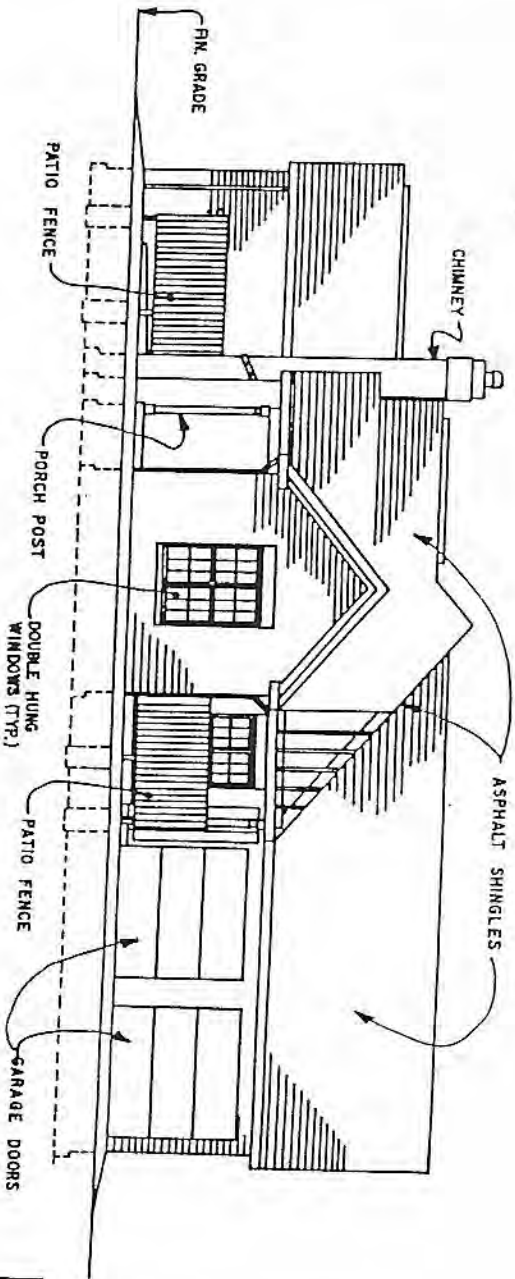
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS

ASHLAND, OHIO

PREPARED BY:	GRINDLE & BEND
DATE:	8/28/94
ARCHITECTURE-ENGINEERING-SURVEYING	DRAWN
SHT:	4



FRONT ELEVATION



RIGHT SIDE ELEVATION

EXHIBIT "D"

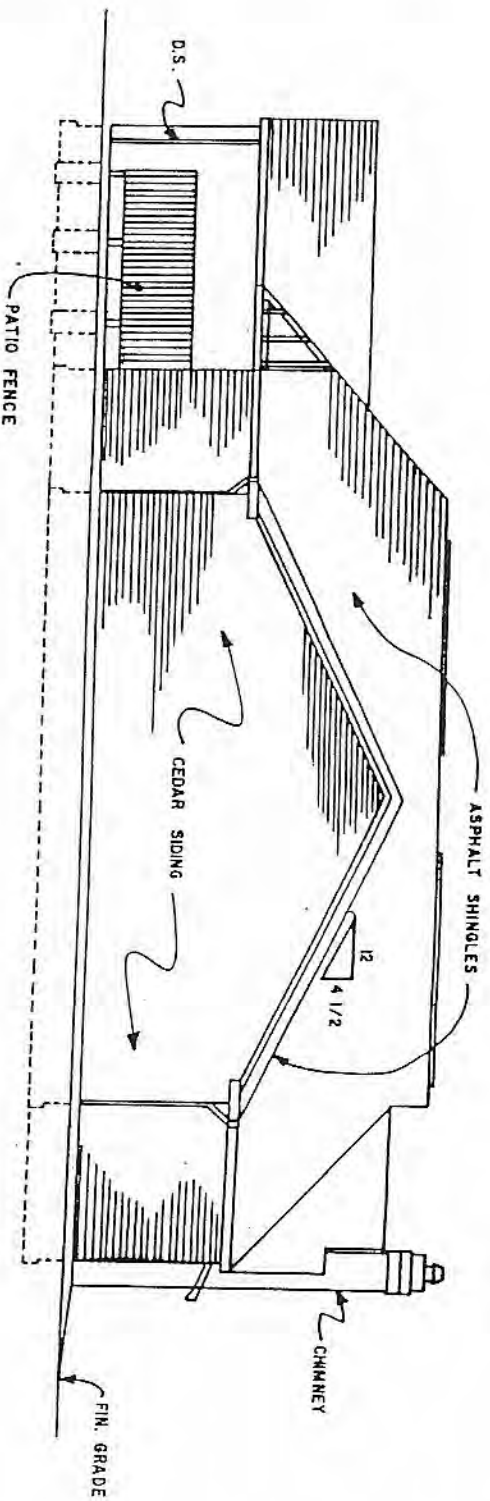
BUILDING NO. 1-TYPE IV
UNITS A & B

THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS

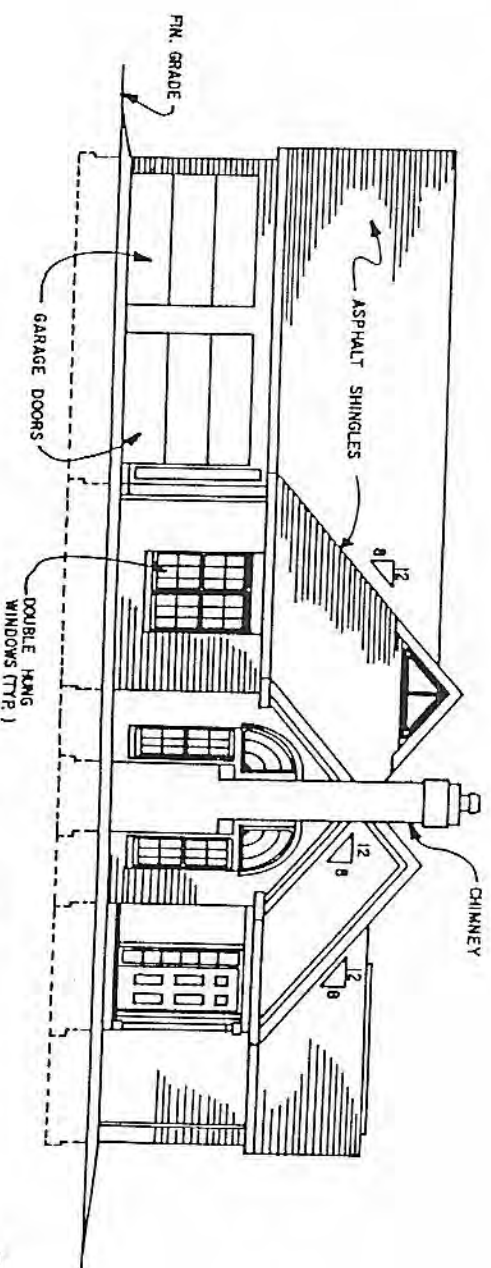
ASHLAND, OHIO

PREPARED BY:
GRINDLE & BENDEL
ARCHITECTURE-ENGINEERING-SURVEYING, INC.

DATE: 8/28/94
DRAWN: [Signature]
SHT: 5



REAR ELEVATION



LEFT SIDE ELEVATION

EXHIBIT "D"

**BUILDING NO. 1-TYPE IV
UNITS A & B**

**THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS**

ASHLAND, OHIO

PREPARED BY:	DATE	SHT.
GRINDLE & BENDER	8/08/94	6
ARCHITECTURE-ENGINEERING-SURVEYING	INC.	DRAWN

EXHIBIT "A"

AMENDMENT NO. 1

DESCRIPTION OF PARCEL
FOR
THE MEADOWS AT PHEASANT RUN
November 30, 1994

Chap 1

Situated in the City of Ashland, Township of Montgomery, County of Ashland, State of Ohio and known as being a part of the Southwest Quarter of Section No. 16 and more fully described as follows;

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of Section No. 16, said iron pin also being on the centerline of Davis Road;

thence North 86°05'11" West, along the South line of Section No. 16, a distance of 244.01 feet to an iron pin, the true place of beginning of the parcel herein described;

thence North 86°05'11" West, along the South line of Section No. 16, passing thru an iron pin found at 354.00 feet, said iron pin also being at the Northeast corner of Lot Number 3590 of Country Club Estates - Phase 2, as recorded in Plat Volume 10, Page 90 of the Ashland County Deed Records, a total distance of 477.07 feet to an iron pin;

thence North 3°59'23" East a distance of 78.04 feet to an iron pin found;

thence North 25°35'35" West a distance of 163.05 feet to an iron pin;

thence North 86°05'11" West, a distance of 76.12 feet to an iron pin found at the Northeast corner of Lot No. 3589, said iron pin also being at the Southeast corner of lands now owned by Thomas Siler, Trustee, as recorded in Volume 562, Page 511 of the Ashland County Deed Records;

thence North 3°59'23" East, along the Easterly line of said Siler parcel, a distance of 281.06 feet to an iron pin;

thence South 86°05'11" East, along the Southerly line of said Siler parcel, a distance of 243.21 feet to an iron pin set;

thence South 3°49' 52" West, a distance of 306.71 feet to an iron pin;

thence South 86°10'08" East, 367.08 feet to an iron pin;

thence North 3°49' 52" East, a distance of 184.22 feet to an iron pin;

thence South 86°10'08" East, 267.67 feet to an iron pin on the East line of the Southwest Quarter of Section No. 16, said iron pin also being on the centerline of Davis Road;

thence South 04°04'55" West, along said East Quarter Section line and said Davis Road centerline, a distance of 268.19 feet to an iron pin;

thence North 86°10'08" West, 244.50 feet to an iron pin;

thence South 3°49' 52" West, a distance of 110.88 feet to to the true place of beginning containing 5.4855 Acres, but subject to all legal highways and easements of record.

DESCRIPTION

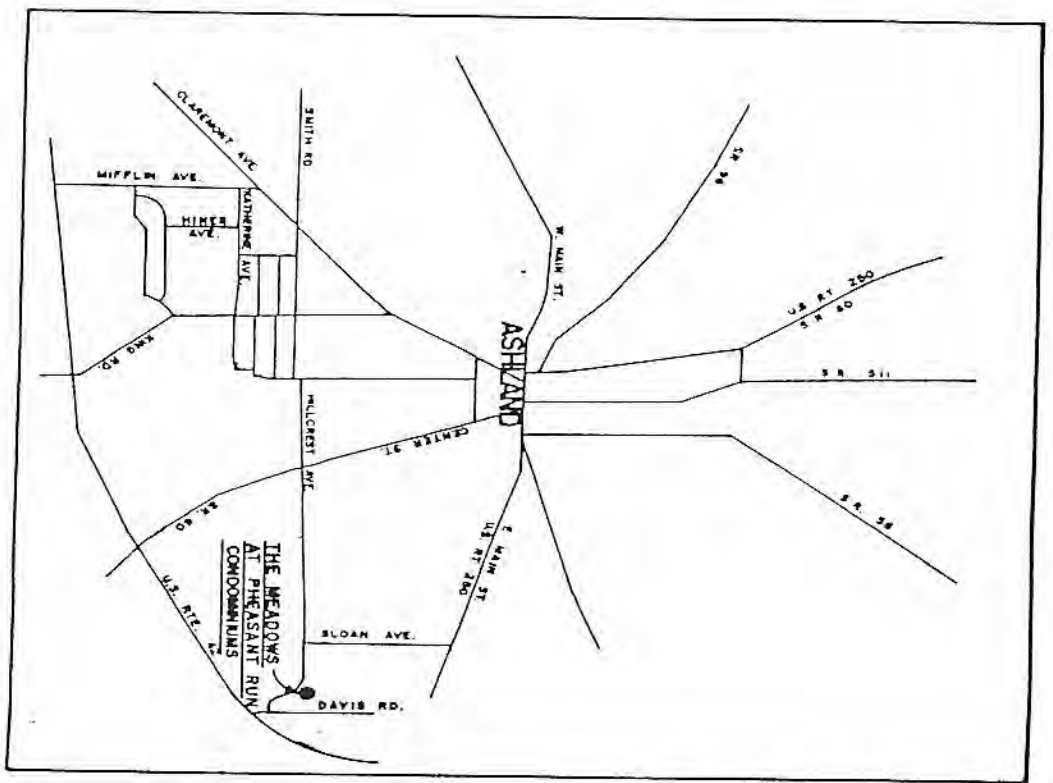
SITUATED IN THE CITY OF ASHLAND, TOWNSHIP OF MONTGOMERY, COUNTY OF ASHLAND, STATE OF OHIO AND KNOWN AS BEING PART OF THE SOUTHWEST QUARTER OF SECTION NO. 16

ARCHITECT'S AND SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY THAT THE WITHIN DRAWINGS 1 THRU 21 CORRECTLY REPRESENT THE BUILDINGS AS CONSTRUCTED, AND THAT THE PLAT SHOWN HEREIN WAS PREPARED FROM A SURVEY MADE BY THE OFFICE OF GRINDLE AND BENDER, ARCHITECTS, ENGINEERS, SURVEYORS, AND IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY. ALL BEARINGS ARE MAGNETIC, AND ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

[Signature]
REGISTERED ARCHITECT NO. 3618

[Signature]
REGISTERED SURVEYOR NO. 4978

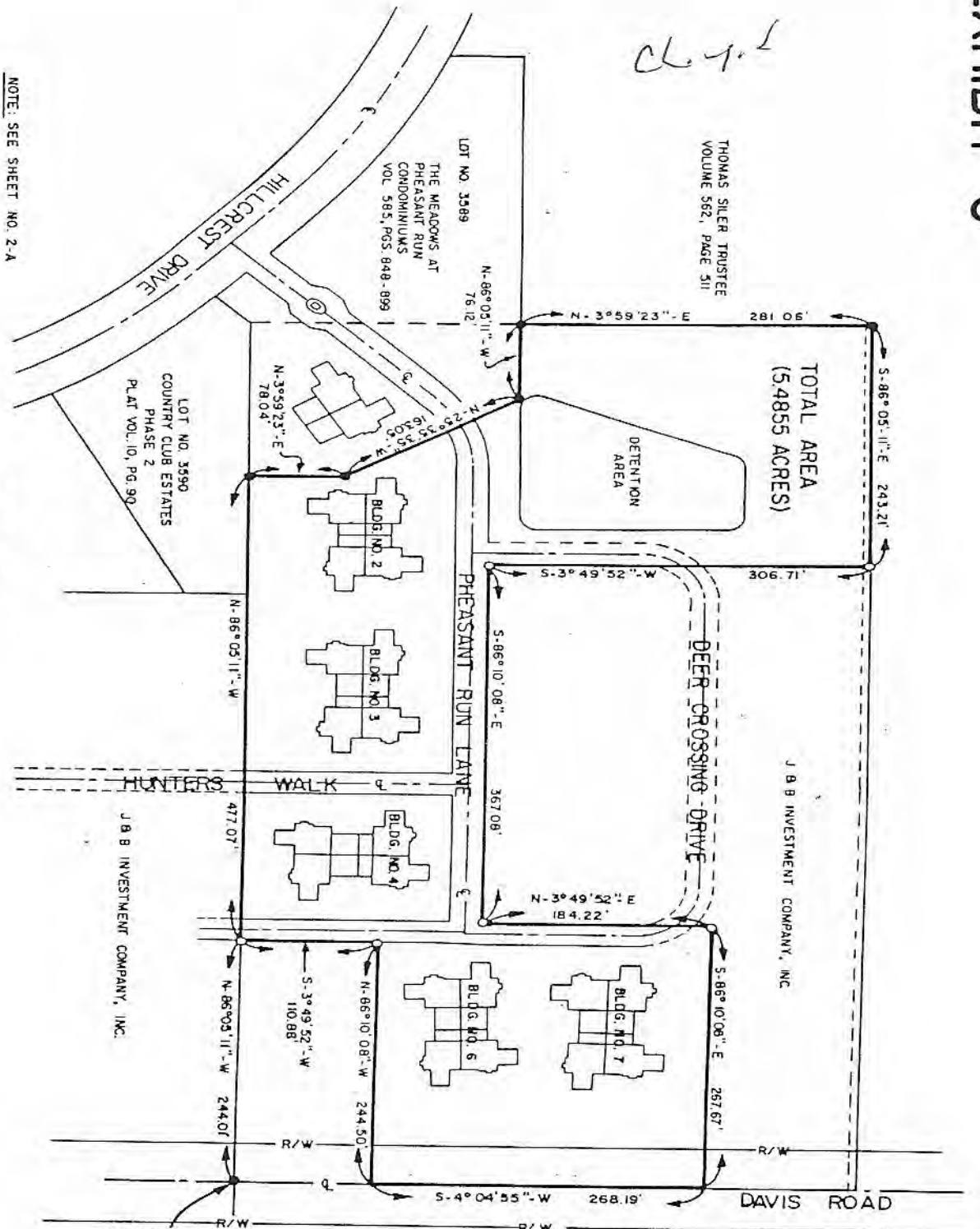


AMENDMENT NO. 1

EXHIBIT "C"

**THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO**

PREPARED BY
GRINDLE & BENDER
ARCHITECTURE · ENGINEERING · SURVEYING
ASHLAND, OHIO



NOTE: SEE SHEET NO. 2-A

SITE PLAN
BUILDING NO. 2, 3, 4, 6 & 7
UNITS A, B, C & D

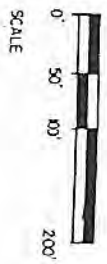
THOMAS SILER TRUSTEE
 VOLUME 562, PAGE 511

LOT NO. 3589
 THE MEADOWS AT
 PHEASANT RUN
 CONDOMINIUMS
 VOL. 585, PGS. 848-899

LOT NO. 3590
 COUNTRY CLUB ESTATES
 PHASE 2
 PLAT VOL. 10, PG. 90

J B B INVESTMENT COMPANY, INC.

J B B INVESTMENT COMPANY, INC.



- LEGEND**
- : IRON PIN FOUND
 - : IRON PIN SET

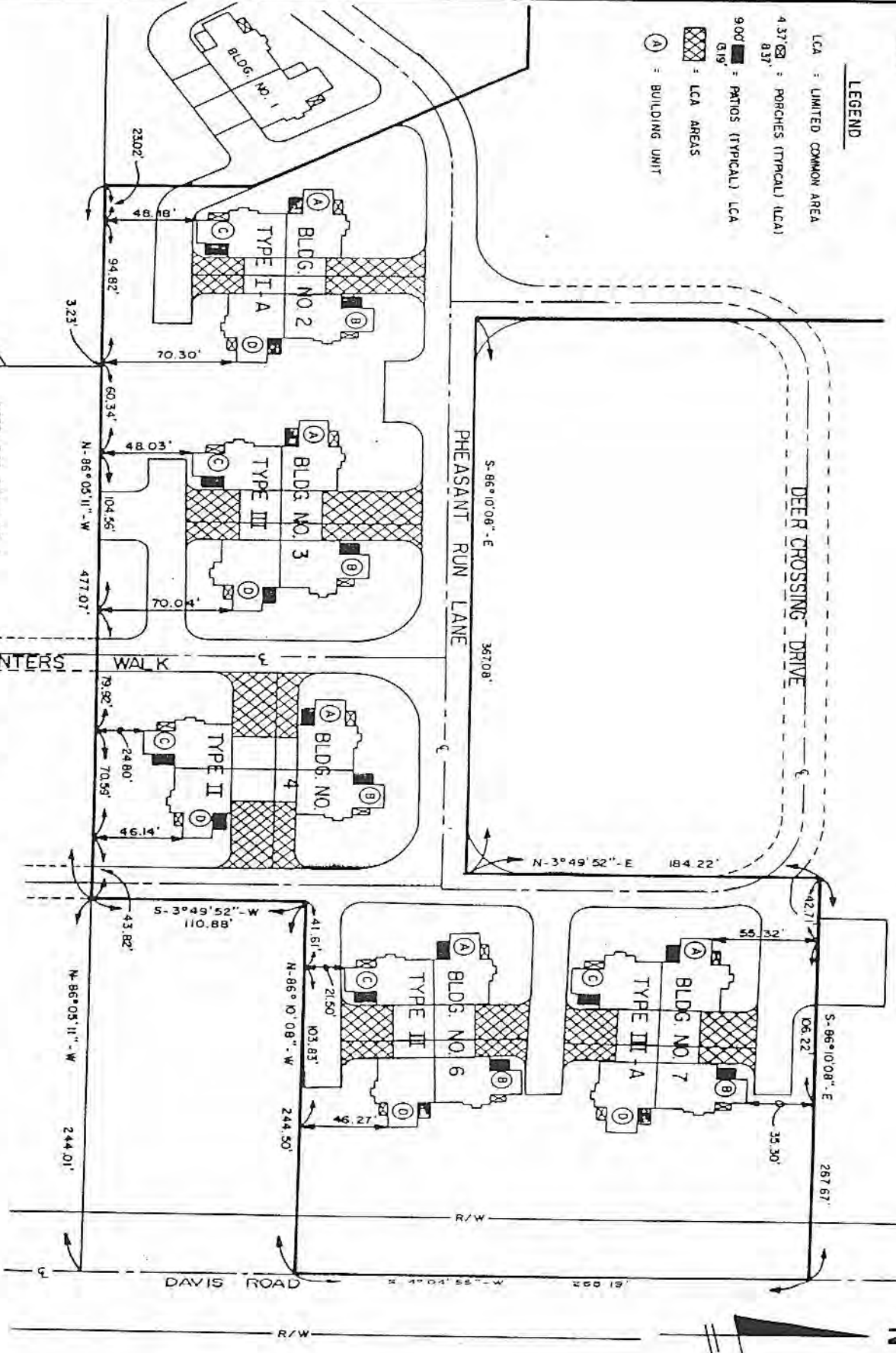
SECTION 16
 SECTION 21
 RO.B., NORTHEAST CORNER OF THE
 NORTHWEST QUARTER OF SECTION
 21 AND SOUTHEAST CORNER OF
 THE SOUTHWEST QUARTER OF
 SECTION 16.

AMENDMENT NO. 1	
THE MEADOWS AT PHEASANT RUN	
CONDOMINIUMS	
ASHLAND, OHIO	
PREPARED BY: GRINDLE & RENDLER ARCHITECTURE-ENGINEERING SURVEYING ASHLAND, OHIO	DATE: 11/30/94 DRAWN: J. R. K. OF 2



LEGEND

- LCA = LIMITED COMMON AREA
- 4.37' (8.37') = PORCHES (TYPICAL) (LCA)
- 9.00' (18.00') = PATIOS (TYPICAL) (LCA)
- 9.19' = LCA AREAS
- (A) = BUILDING UNIT



NOTE: SEE SHEET NO. 2

SITE PLAN
BUILDING NO. 2, 3, 4, 6 & 7
UNITS A, B, C & D

EXHIBIT "C"

AMENDMENT NO. 1	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS	
PREPARED BY:	DATE:
GRINDLE TENDER	11/30/94
ARCHITECTURE-CA INC-SUNNYVALE	DRAWN BY:
135H AVE. OHIO	J. B. K. IV

LOT AREAS

Parcel No. 1

= 5.4855 ACRES

= 238,948.38 S.F.

BUILDING AREAS

Building No. 2 Area

UNIT A

= 1,402.24 S.F.

UNIT B

= 1,421.95 S.F.

UNIT C

= 1,402.24 S.F.

UNIT D

= 1,421.95 S.F.

Building No. 2

= 5,648.38 S.F.

Building No. 3 Area

UNIT A

= 1,720.57 S.F.

UNIT B

= 1,397.77 S.F.

UNIT C

= 1,713.23 S.F.

UNIT D

= 1,397.77 S.F.

Building No. 3

= 6,229.34 S.F.

Building No. 4 Area

UNIT A

= 1,397.77 S.F.

UNIT B

= 1,397.77 S.F.

UNIT C

= 1,639.65 S.F.

UNIT D

= 1,639.65 S.F.

Building No. 4

= 6,074.84 S.F.

Building No. 6 Area

UNIT A

= 1,639.65 S.F.

UNIT B

= 1,397.77 S.F.

UNIT C

= 1,639.65 S.F.

UNIT D

= 1,397.77 S.F.

Building No. 6

= 6,074.84 S.F.

Building No. 7 Area

UNIT A

= 1,759.10 S.F.

UNIT B

= 1,456.89 S.F.

UNIT C

= 1,753.84 S.F.

UNIT D

= 1,426.94 S.F.

Building No. 7

= 6,396.77 S.F.

LIMITED COMMON AREA (Patio, Porch, Driveway, etc.)

Building No. 2 Limited Common Area

UNIT A

= 800.75 S.F.

UNIT B

= 800.75 S.F.

UNIT C

= 500.75 S.F.

UNIT D

= 500.75 S.F.

Building No. 2

= 2,603.00 S.F.

AMENDMENT NO. 1

**THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS**

ASHLAND, OHIO

PREPARED BY: GRINDLE B. HOER
ARCHITECTURE-ENGINEER-SURVEYING
ASHLAND, OHIO

DATE: 11/20/94
DRAWN: J.P.K.
SCALE: 1/8" = 1'-0"

EXHIBIT "C"

02
03
04
05
06
07
08
09
10
11
12

Building No. 3 Limited Common Area

UNIT A = 1,355.59 S.F.
 UNIT B = 765.91 S.F.
 UNIT C = 788.84 S.F.
 UNIT D = 482.66 S.F.
 Building No. 3 = 3,393.00 S.F.

Building No. 4 Limited Common Area

UNIT A = 652.61 S.F.
 UNIT B = 675.25 S.F.
 UNIT C = 1,128.89 S.F.
 UNIT D = 1,174.23 S.F.
 Building No. 4 = 3,630.98 S.F.

Building No. 6 Limited Common Area

UNIT A = 811.51 S.F.
 UNIT B = 493.99 S.F.
 UNIT C = 811.51 S.F.
 UNIT D = 493.99 S.F.
 Building No. 6 = 2,611.00 S.F.

Building No. 7 Limited Common Area

UNIT A = 856.85 S.F.
 UNIT B = 516.65 S.F.
 UNIT C = 811.51 S.F.
 UNIT D = 493.99 S.F.
 Building No. 7 = 2,679.00 S.F.

COMMON AREA

TOTAL LOT AREA

= 238,948.38 S.F.

TOTAL BUILDING AREA

Building No. 2 = 5,648.38 S.F.
 Building No. 3 = 6,229.34 S.F.
 Building No. 4 = 6,074.84 S.F.
 Building No. 6 = 6,074.84 S.F.
 Building No. 7 = 6,396.77 S.F.

Total Building Area

= (30,424.17) S.F.

TOTAL LIMITED COMMON AREA

Building No. 2 = 2,603.00 S.F.
 Building No. 3 = 3,393.00 S.F.
 Building No. 4 = 3,631.00 S.F.
 Building No. 6 = 2,611.00 S.F.
 Building No. 7 = 2,679.00 S.F.

Total Limited Common Area = (14,917.00) S.F.

TOTAL COMMON AREA

= 193,607.21 S.F.

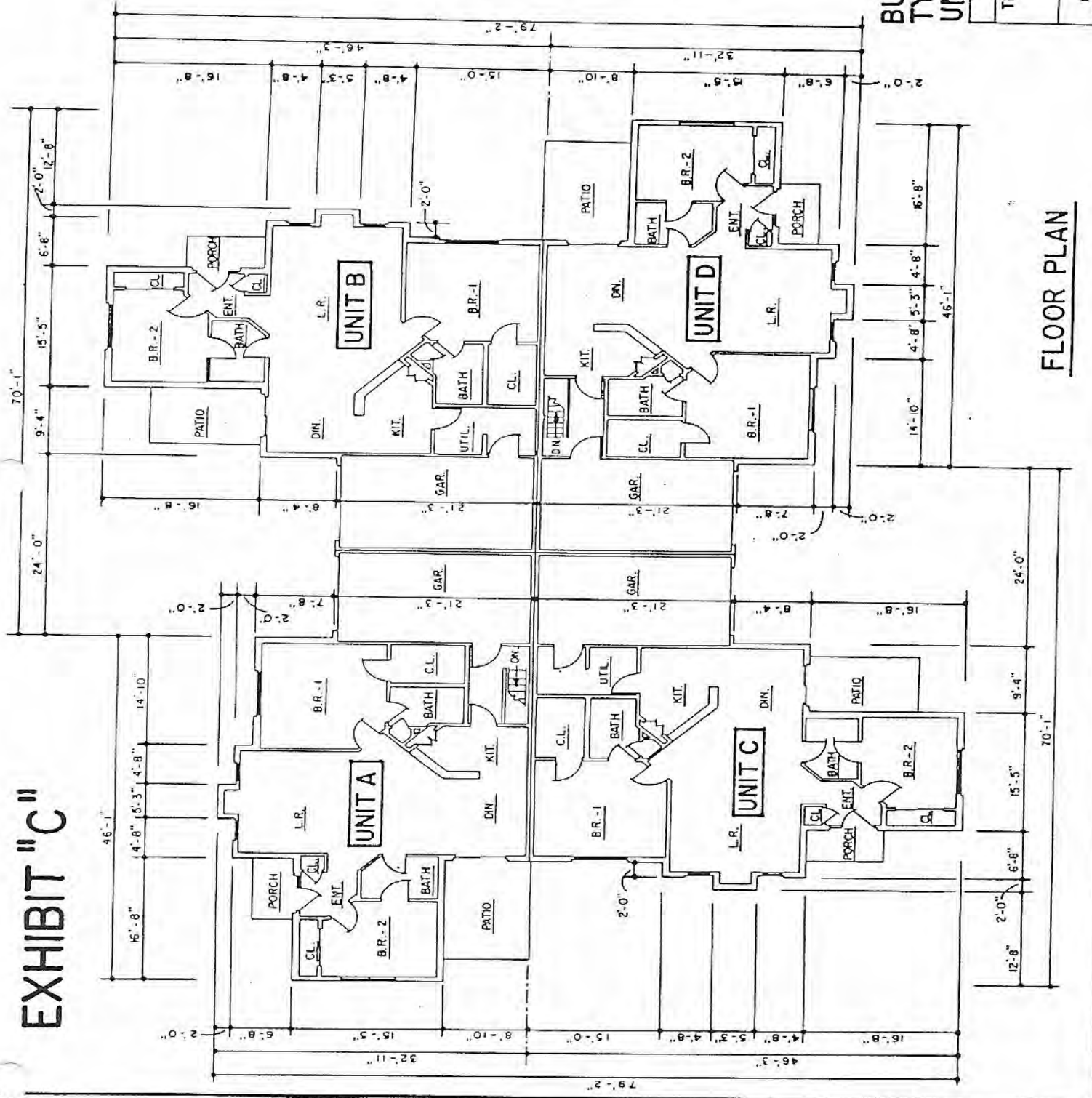
or

= 4.4446 Acres

AMENDMENT NO. 1	
THE MEADOWS AT PLEASANT RUN CONDOMINIUMS ASHLAND, OHIO	
PREPARED BY: GRINDLE & BENDER ARCHITECTURE-ENGINEERING-SURVEYING ASHLAND, OHIO	DATE: 11/30/94 SHEET: 4 OF 21

EXHIBIT "C"

EXHIBIT "C"



**BUILDING NO. 2
TYPE I-A
UNITS A, B, C, & D**

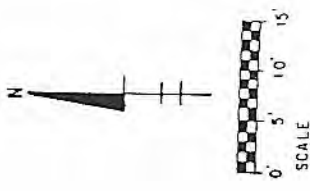
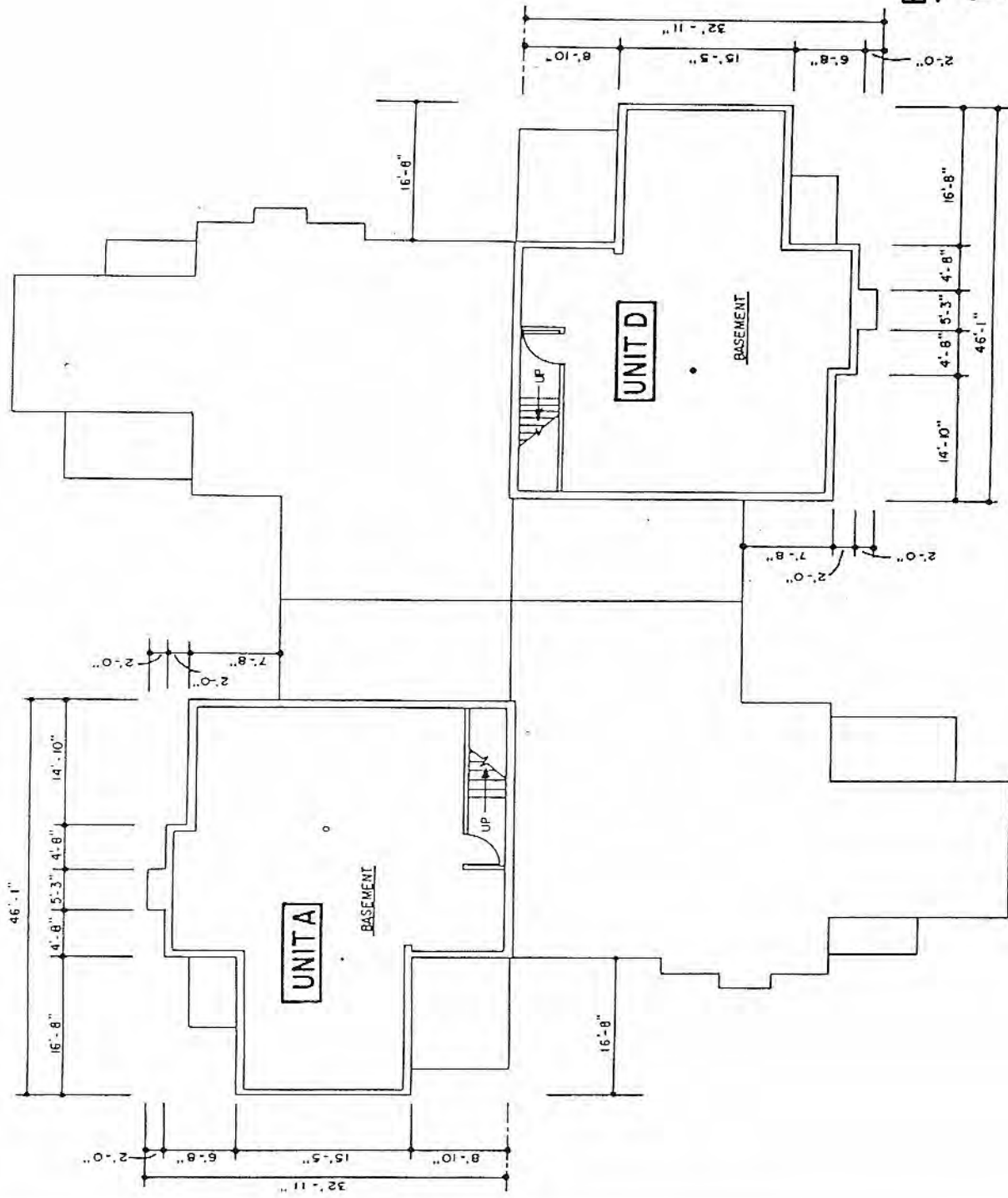
AMENDMENT NO. 1
THE MEADOWS AT PLEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

PREPARED BY:
GRINDLE & BENDER
ARCHITECTURE-ENGINEERING-SURVEYING
ASHLAND, OHIO

DATE: 11/30/94
DRAWN: J.D.V.
SHEET NO.: 5

FLOOR PLAN

EXHIBIT "C"

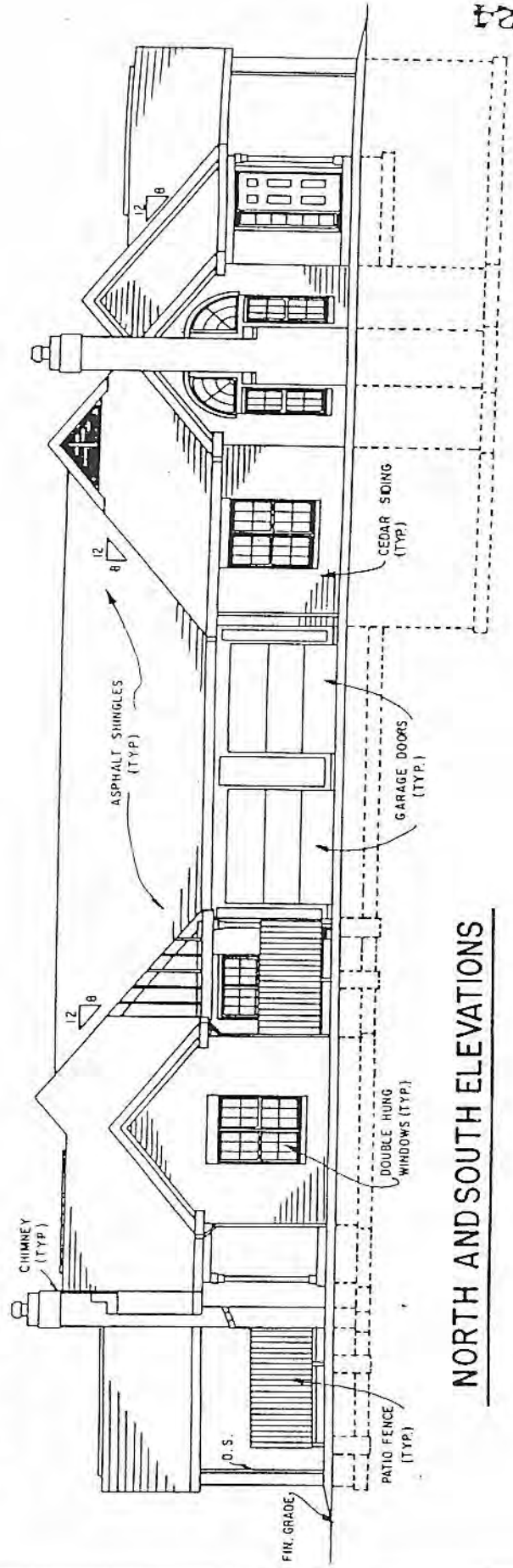


**BUILDING NO. 2
TYPE I-A
UNITS A & D**

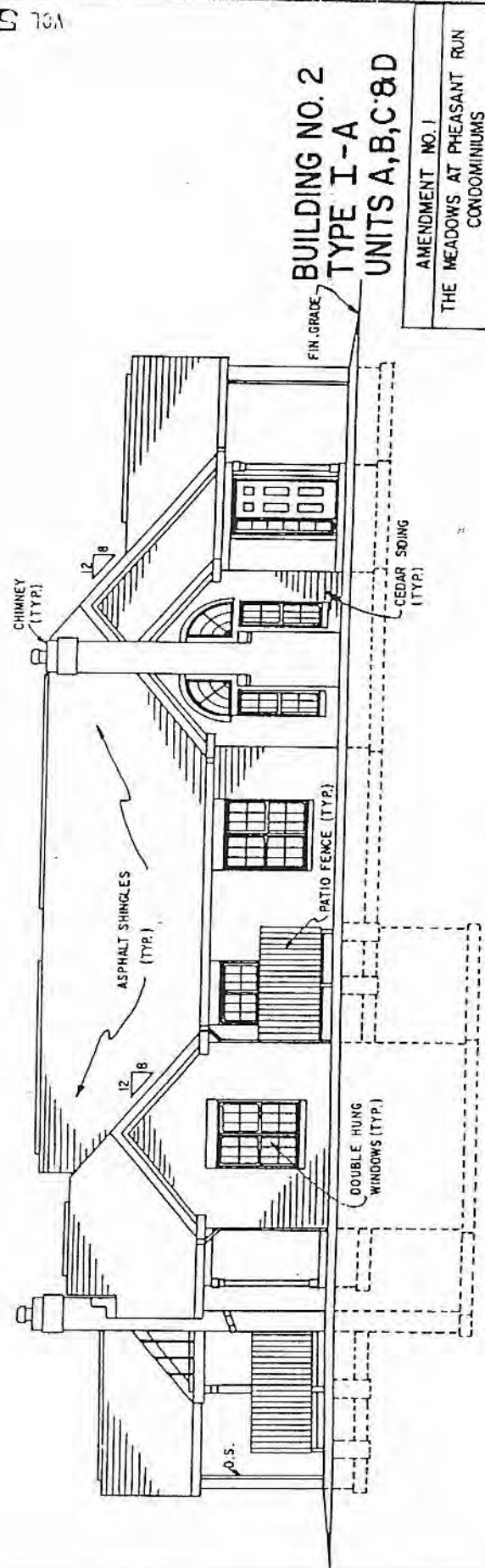
AMENDMENT NO. 1	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS AKRON, OHIO	
PREPARED BY: GRINDLE & BENDER ARCHITECTURE-ENGINEERING-SURVEYING	DATE 11/30/94 DRAWN 6

BASEMENT PLAN

EXHIBIT "C"



NORTH AND SOUTH ELEVATIONS



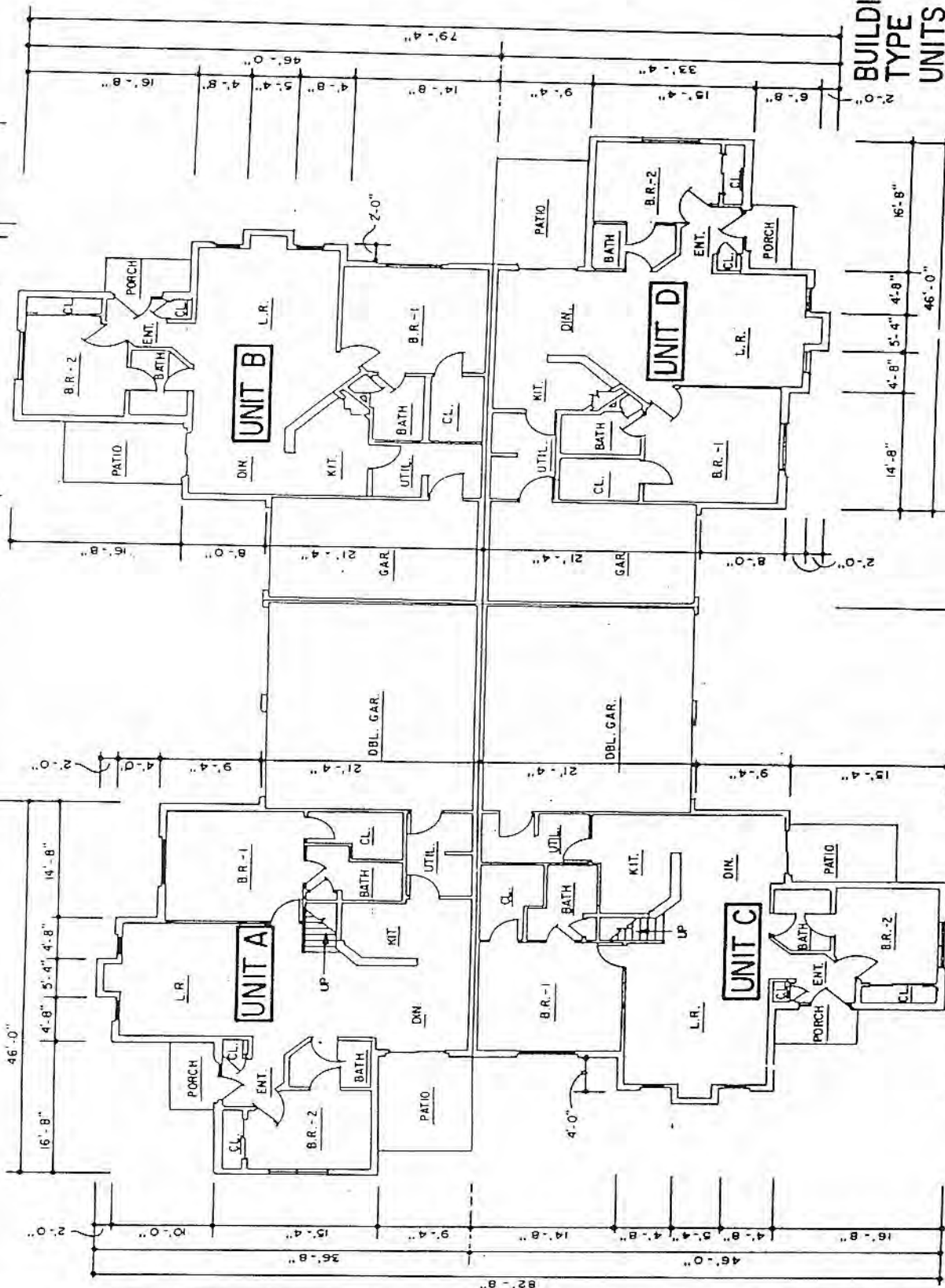
EAST AND WEST ELEVATIONS

**BUILDING NO. 2
TYPE I-A
UNITS A, B, C & D**

AMENDMENT NO. 1	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS AKHLAND, OHIO	
PREPARED BY:	DATE
GRINDLE & BENDER	11/30/94
ARCHITECTURE-ENGINEERING-SURVEYING	DRAWN
AKHLAND, OHIO	P.D.A.
	SHEET
	7
	OF 7

24 VOL 558 PAGE

EXHIBIT "C"



FLOOR PLAN

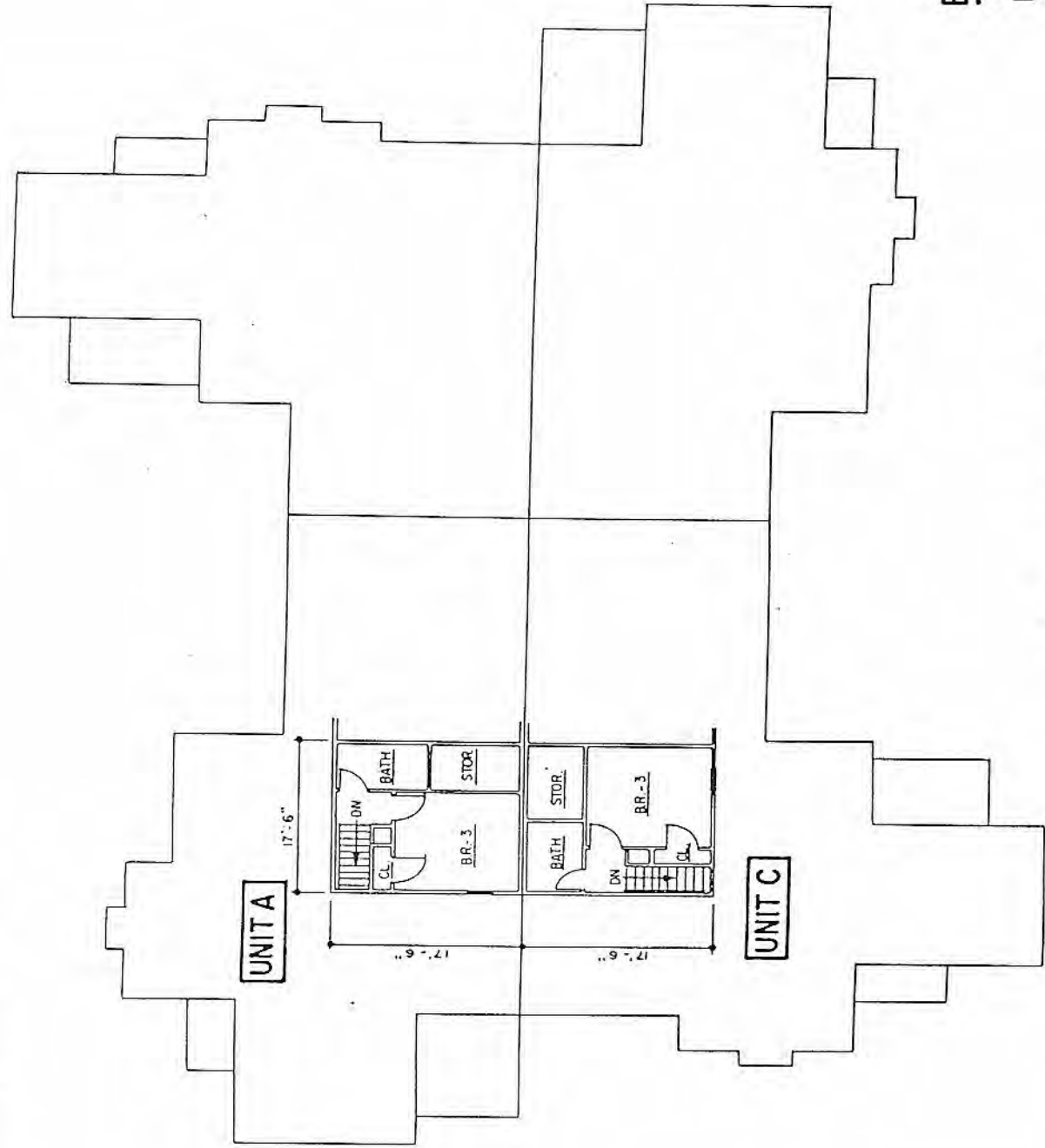
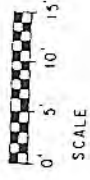
**BUILDING NO. 3
TYPE III
UNITS A, B, C & D**

AMENDMENT NO. 1
THE MEADOWS AT PLEASANT RUN
CONDOMINIUMS
AKRON, OHIO

PREPARED BY: GRINDLE B BENDER
ARCHITECTURE-ENGINEERING-SURVEYING
DATE: 11/30/94
SHEET: 8

122 VOL 57 05 2001

EXHIBIT "C"

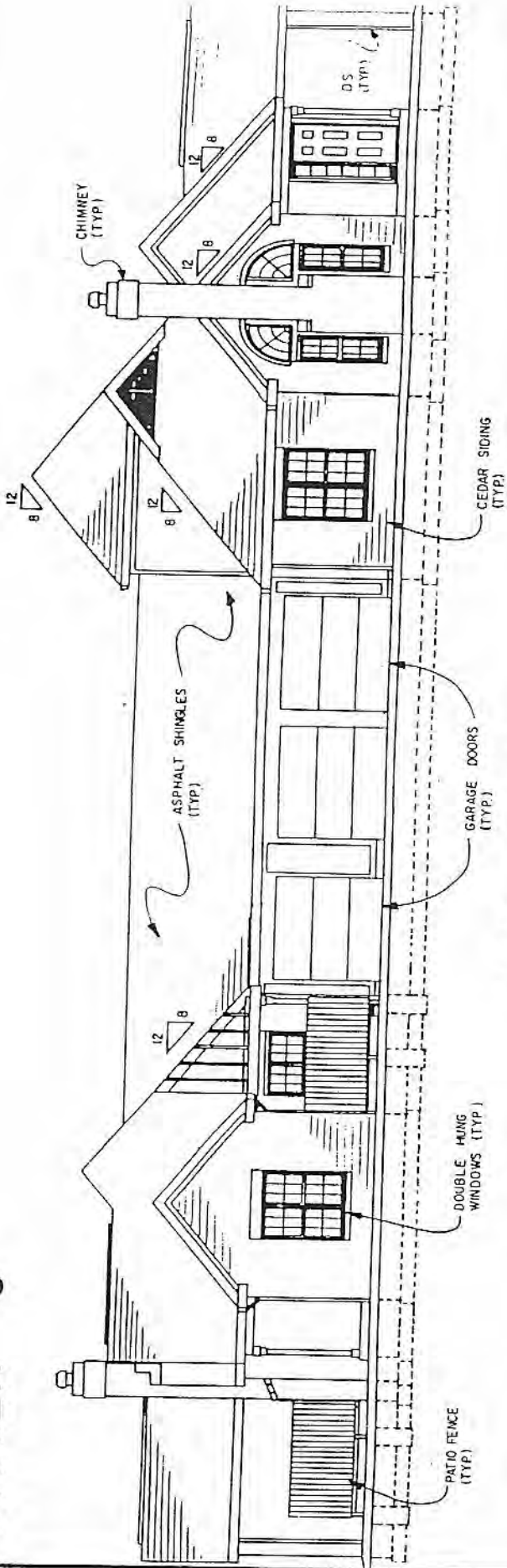


LOFT FLOOR PLAN

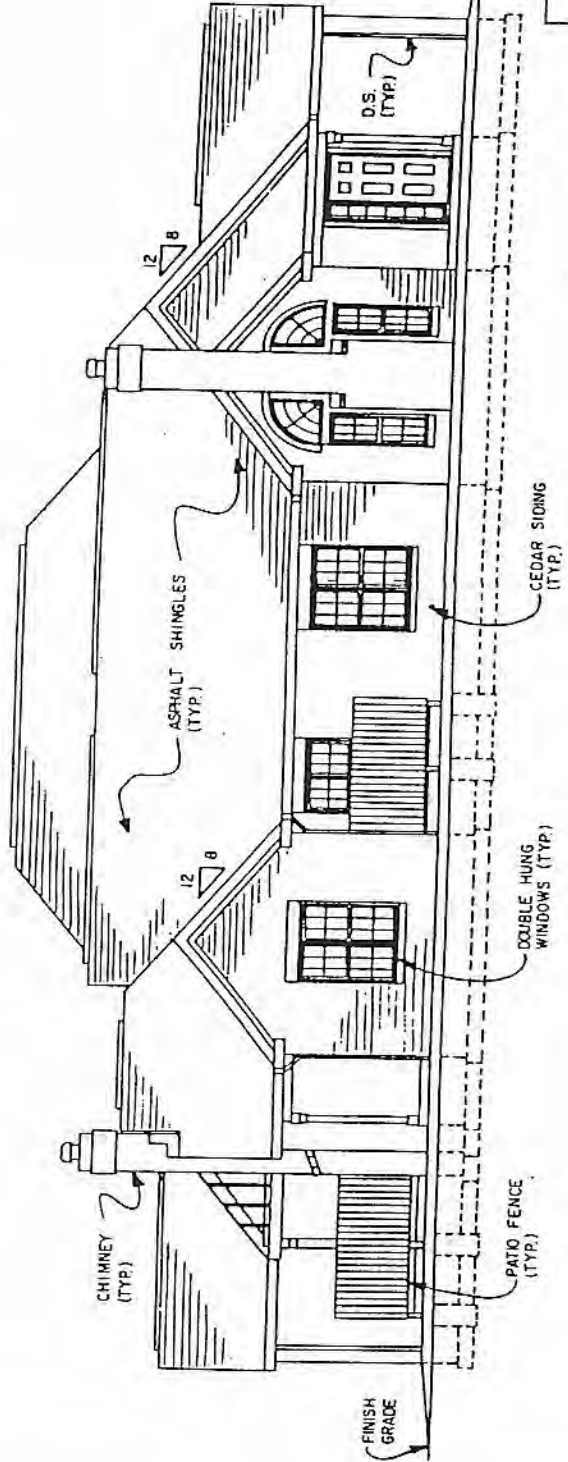
**BUILDING NOS. 3 & 7
TYPES III & III-A
UNITS A & C**

AMENDMENT NO. 1	
THE MEADOWS AT PLEASANT RUN CONDOMINIUMS	
ASHLAND, OHIO	
PREPARED BY:	DATE:
GRINDLE B BENDER	11/30/94
ARCHITECTURE-ENGINEERING-SURVEYING	DRAWN
	SHT 9

EXHIBIT "C"



NORTH ELEVATION



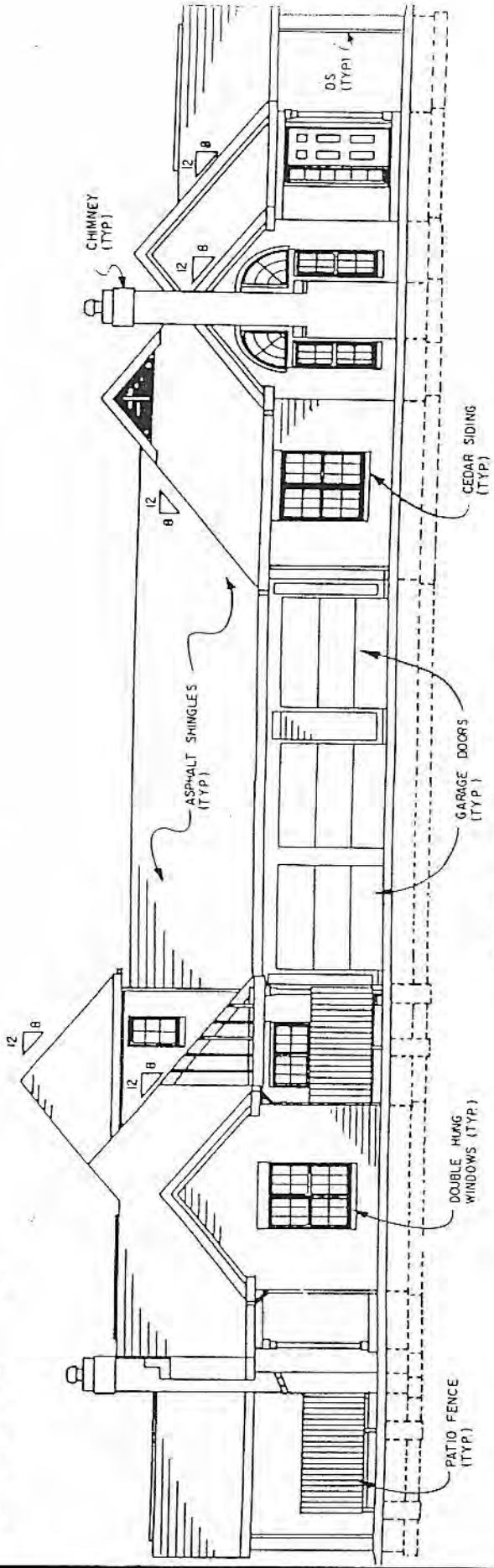
EAST ELEVATION

**BUILDING NO. 3
TYPE III
UNITS A, B, C & D**

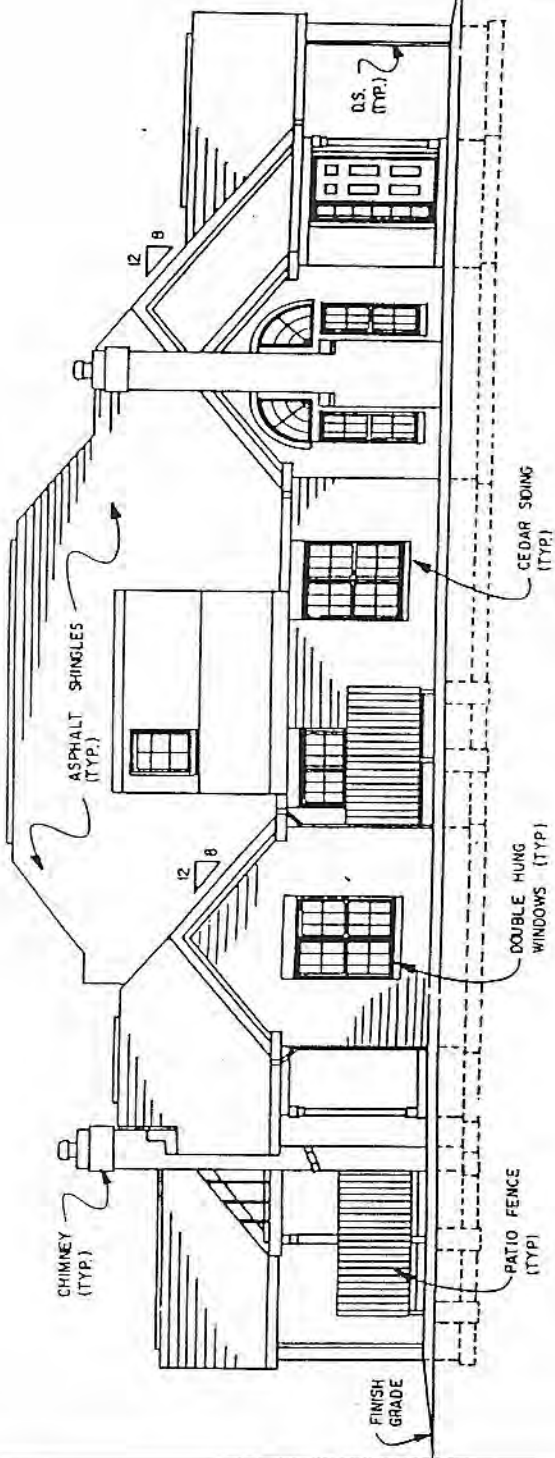
AMENDMENT NO. 1
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

PREPARED BY: GRINDLE & BENDER
DATE: 11/30/84
ARCHITECTURE-ENGINEERING-SURVEYING

EXHIBIT "C"



SOUTH ELEVATION



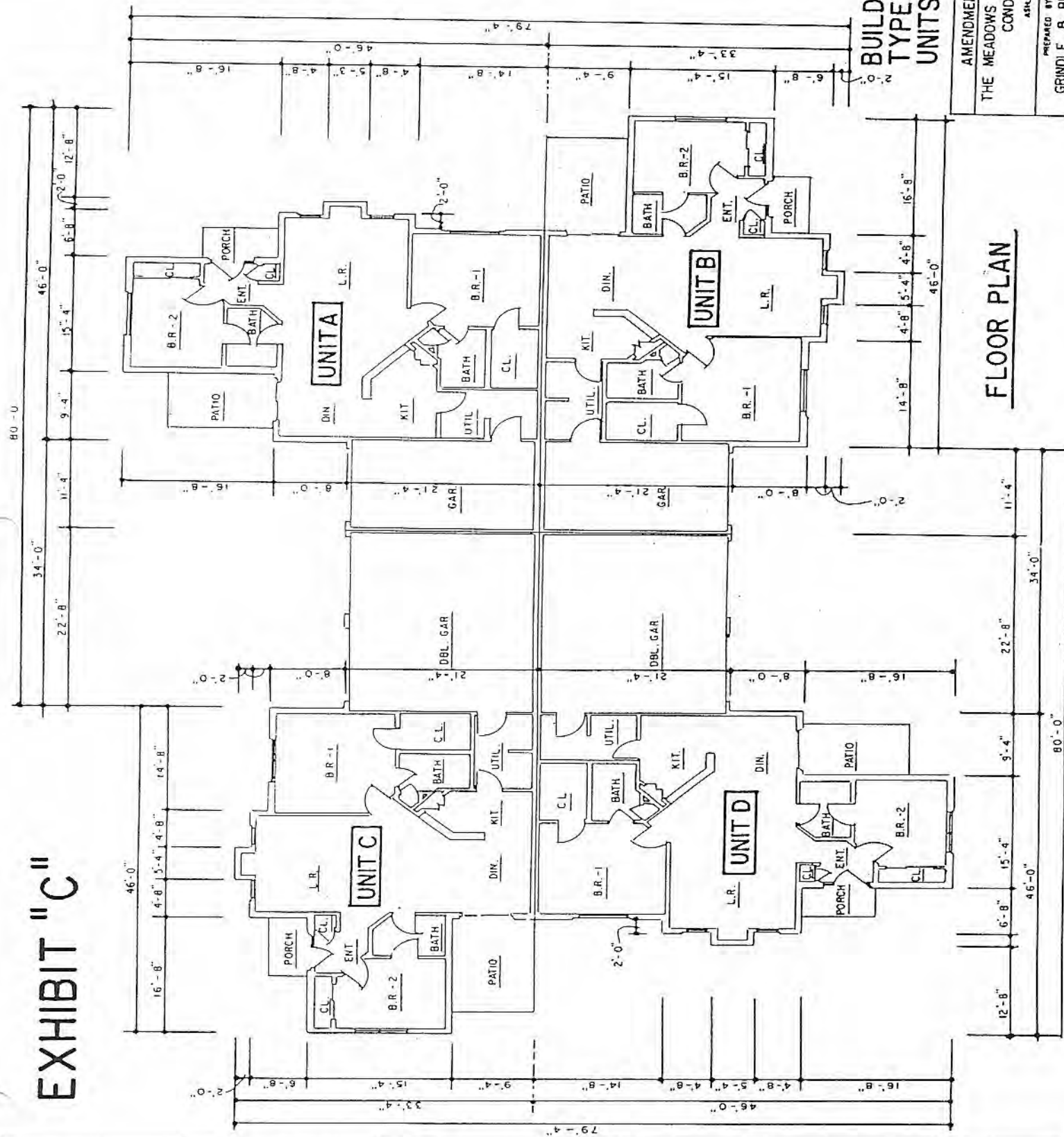
WEST ELEVATION

BUILDING NO. 3 TYPE III UNITS A, B, C & D

AMENDMENT NO. 1
THE MEADOWS AT PLEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

PREPARED BY: GRINDLE & BENDER
ARCHITECTURE-ENGINEERING-SURVEYING
ASHLAND, OHIO
DATE: 11/30/98
SHEET NO. 28

EXHIBIT "C"

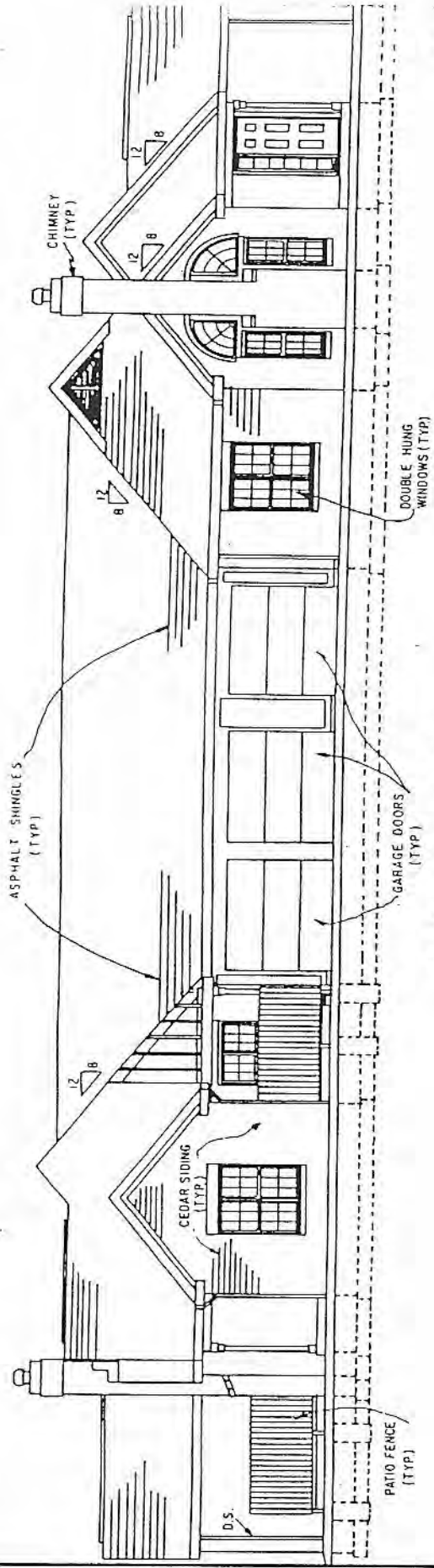


**BUILDING NO. 4
TYPE II
UNITS A, B, C & D**

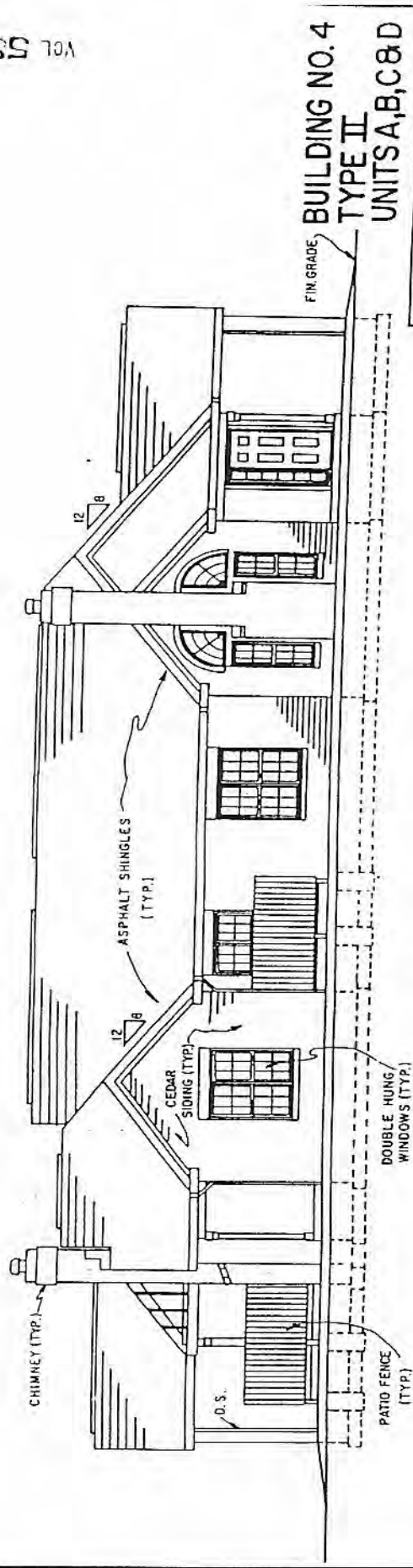
AMENDMENT NO. 1
THE MEADOWS AT PLEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO
PREPARED BY
GRINDLE & BENDER
DATE
11/30/94

FLOOR PLAN

EXHIBIT "C"



EAST ELEVATION



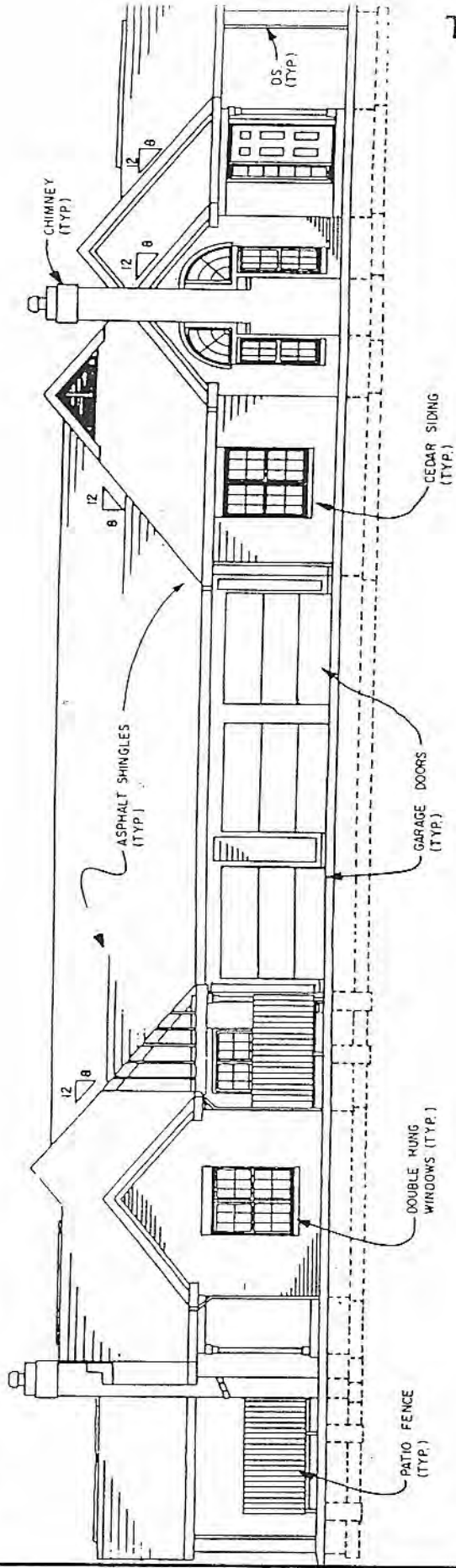
NORTH AND SOUTH ELEVATION

30 VOL 588 PAGE

BUILDING NO. 4
TYPE II
UNITS A, B, C & D

AMENDMENT NO. 1	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS ASHLAND, OHIO	
PREPARED BY:	DATE
GRINDLE B BENDER	11/20/94
ARCHITECTURE-ENGINEERING-SURVEYING	DRAWN
ASHLAND, OHIO	13

EXHIBIT "C"



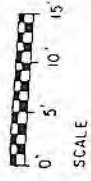
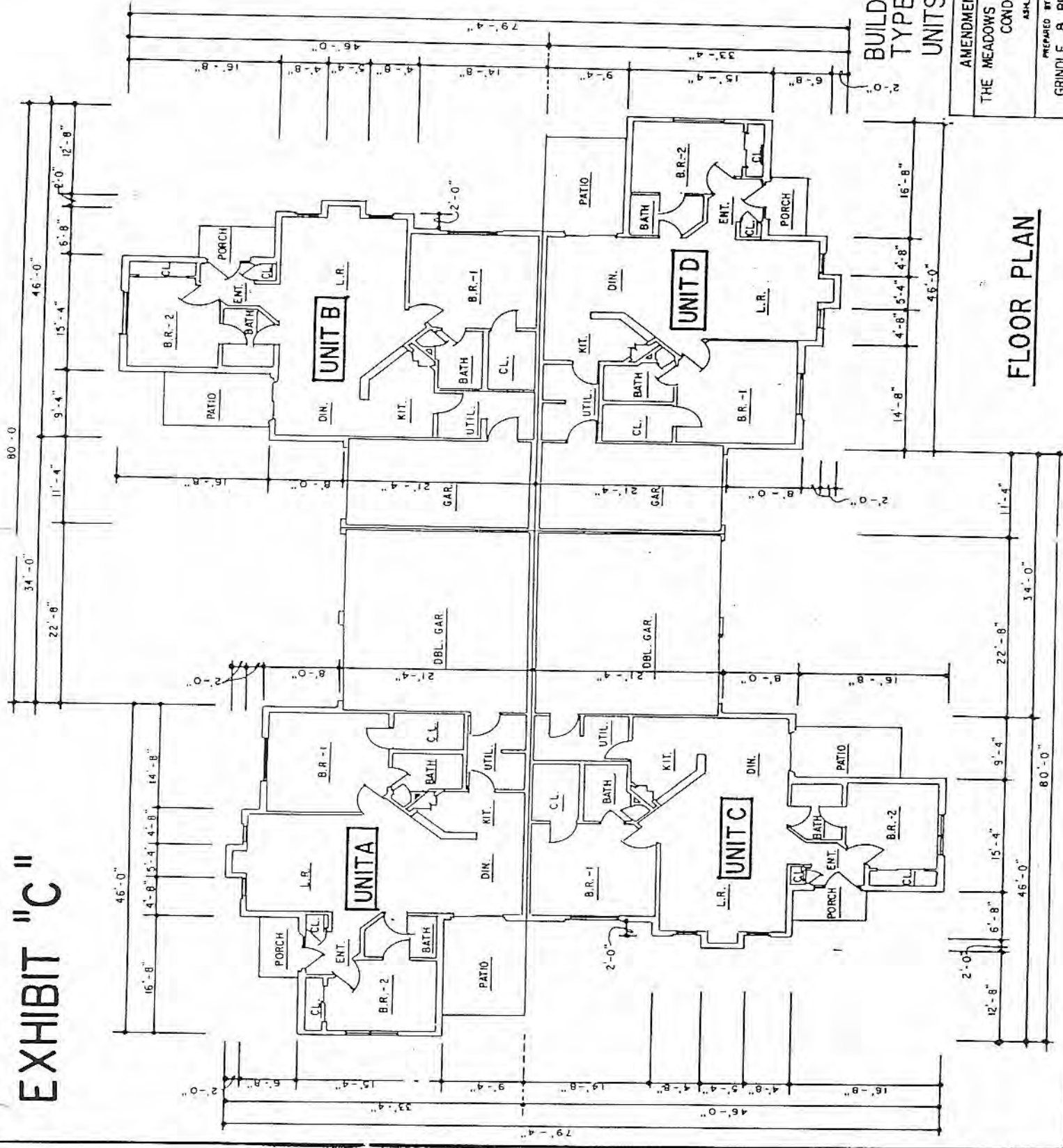
WEST ELEVATION

31 VOL 5382 PAGE

**BUILDING NO. 4
TYPE II
UNITS A, B, C & D**

AMENDMENT NO. 1	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS ASHLAND, OHIO	
PREPARED BY: GRINDLE & REINER	DATE: 11/7/70
SHEET NO. 31	

EXHIBIT "C"



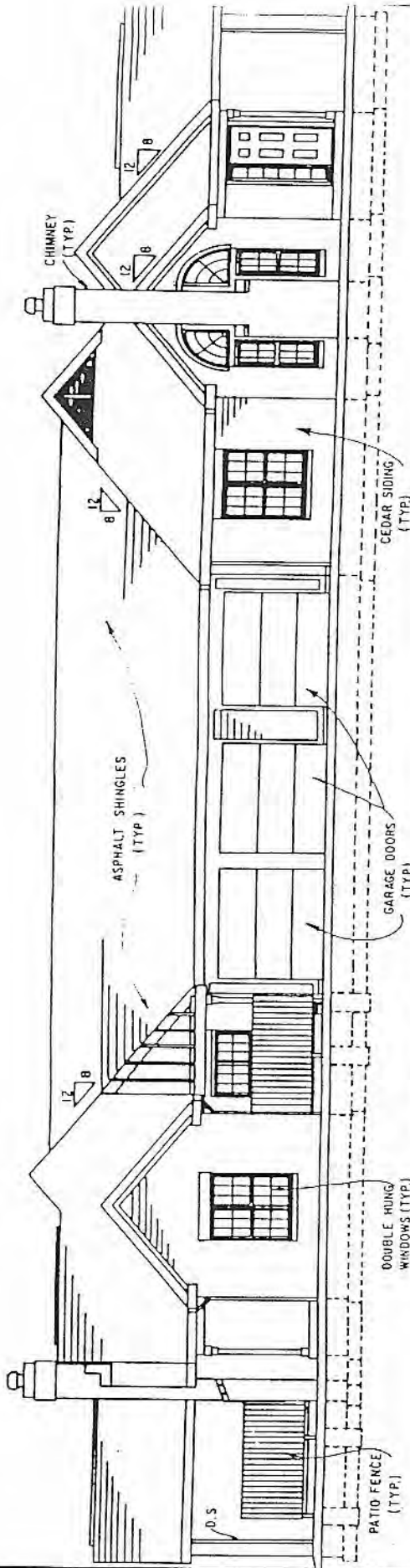
32 VOL 538 PAGE

BUILDING NO. 6
TYPE II
UNITS A, B, C, & D

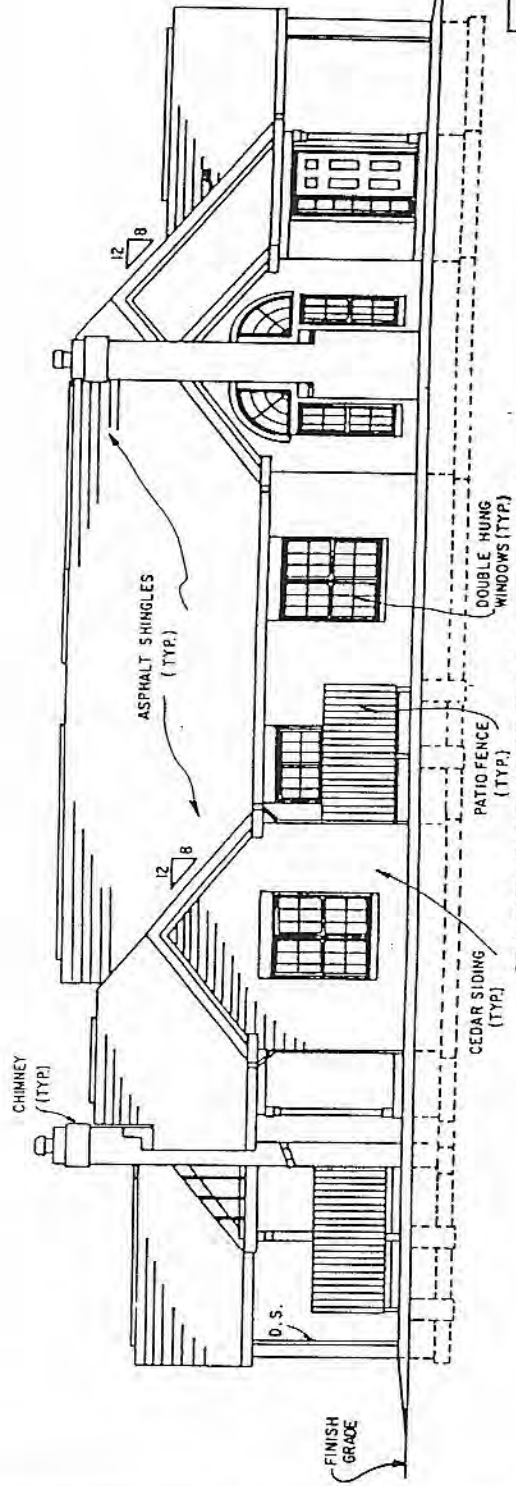
AMENDMENT NO. 1	DATE	SHT
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS ASHLAND, OHIO	11/30/94	15
PREPARED BY:		
GRINDLE & BENDER		
ARCHITECTURE-ENGINEERING		

FLOOR PLAN

EXHIBIT "C"



SOUTH ELEVATION



EAST AND WEST ELEVATIONS

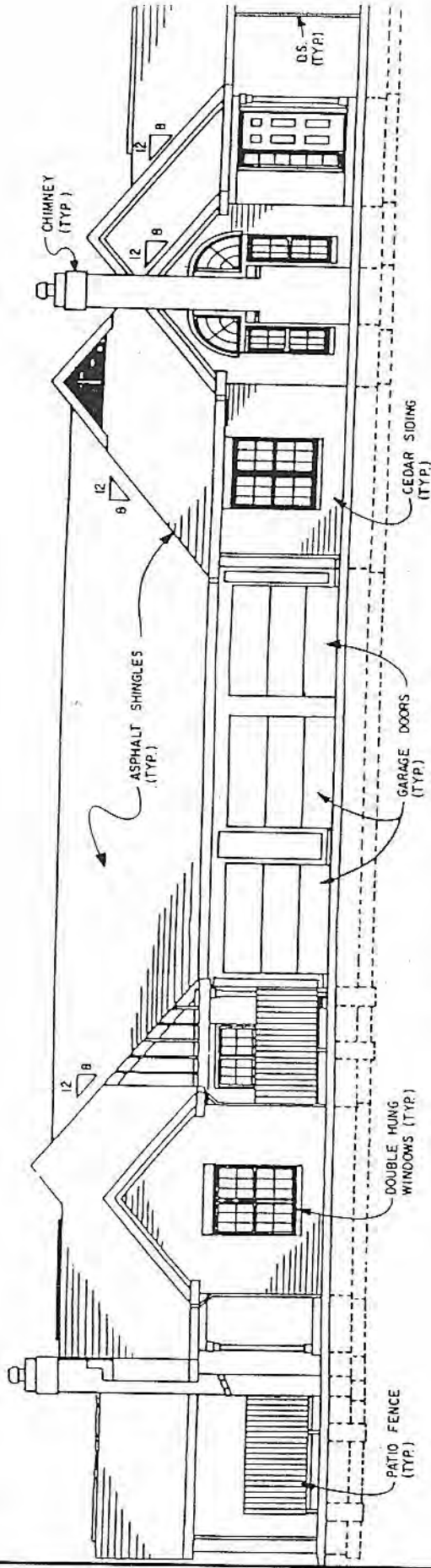
**BUILDING NO. 6
TYPE II
UNITS A, B, C & D**

AMENDMENT NO. 1
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

PREPARED BY: _____ DATE: _____ SHEET: _____

33 1040 900 10A

EXHIBIT "C"



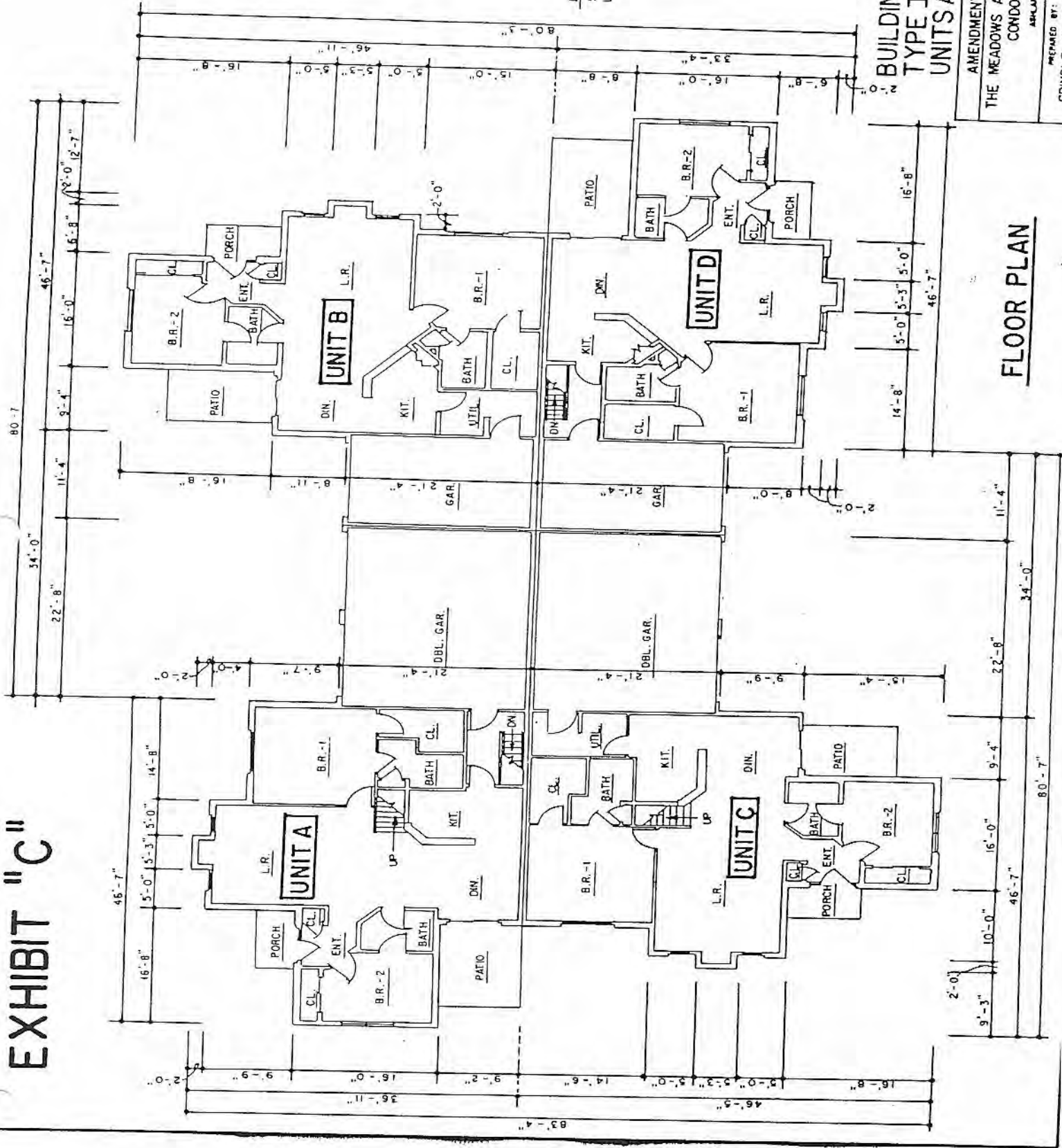
NORTH ELEVATION

34 VOL 588 PAGE 10A

BUILDING NO. 6
 TYPE II
 UNITS A, B, C & D

AMENDMENT NO. 1	
THE MEADOWS AT PLEASANT RUN CONDOMINIUMS AKRON, OHIO	
PREPARED BY: GRINDLE & BENDER	DATE 11/20/94
SHEET 17	

EXHIBIT "C"



VOL 55 PAGE 37

NOTE:
SEE SHEET NO. 9 FOR
LOFT FLOOR PLAN.

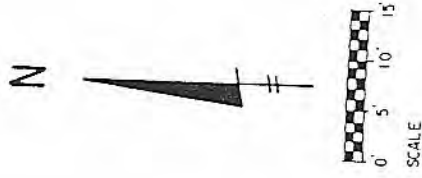
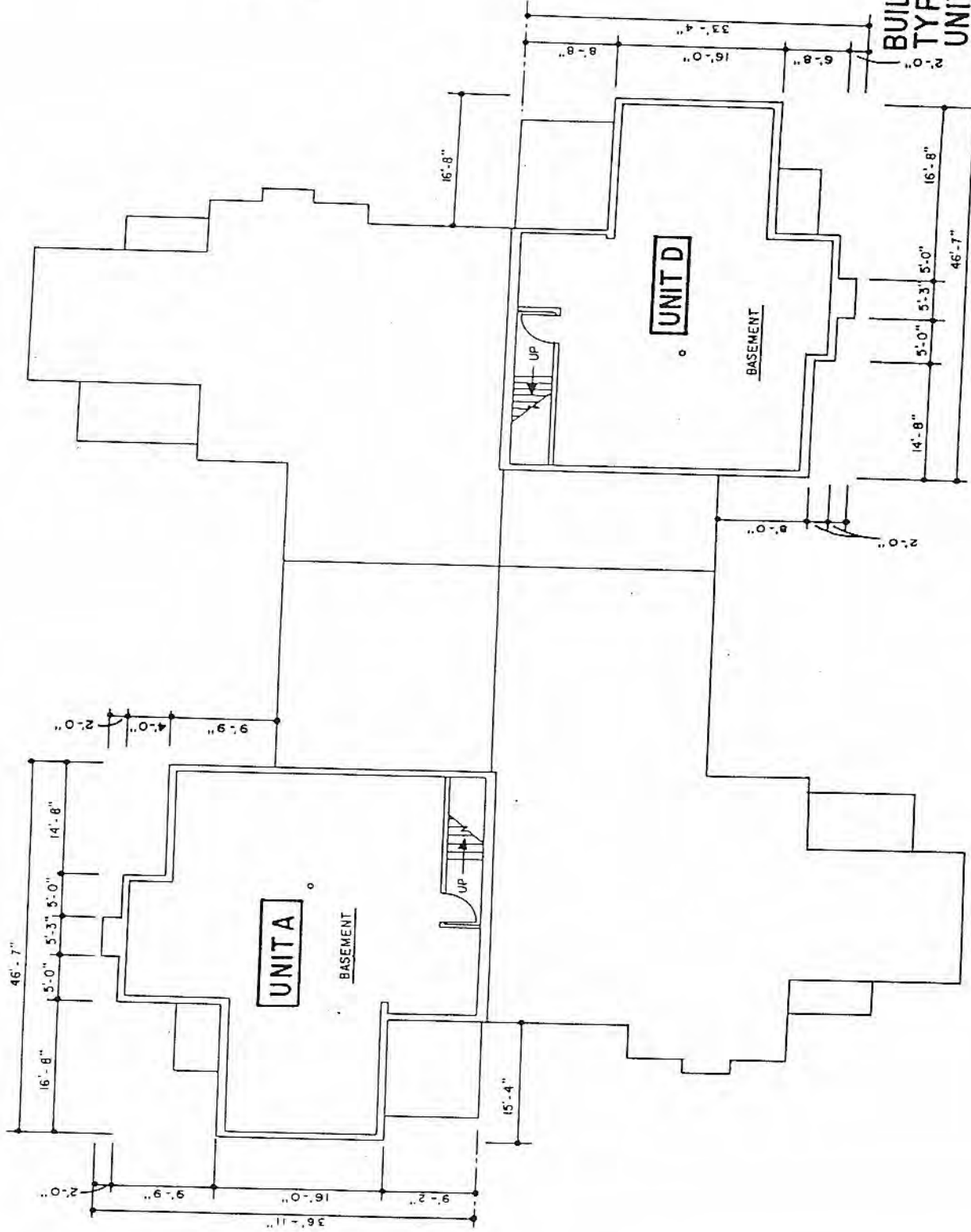
**BUILDING NO. 7
TYPE III - A
UNITS A, B, C, & D**

AMENDMENT NO. 1
THE MEADOWS AT PLEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

FLOOR PLAN

PREPARED BY: GRINDI, F. R. REINERD
DATE: 11/20/00

EXHIBIT "C"

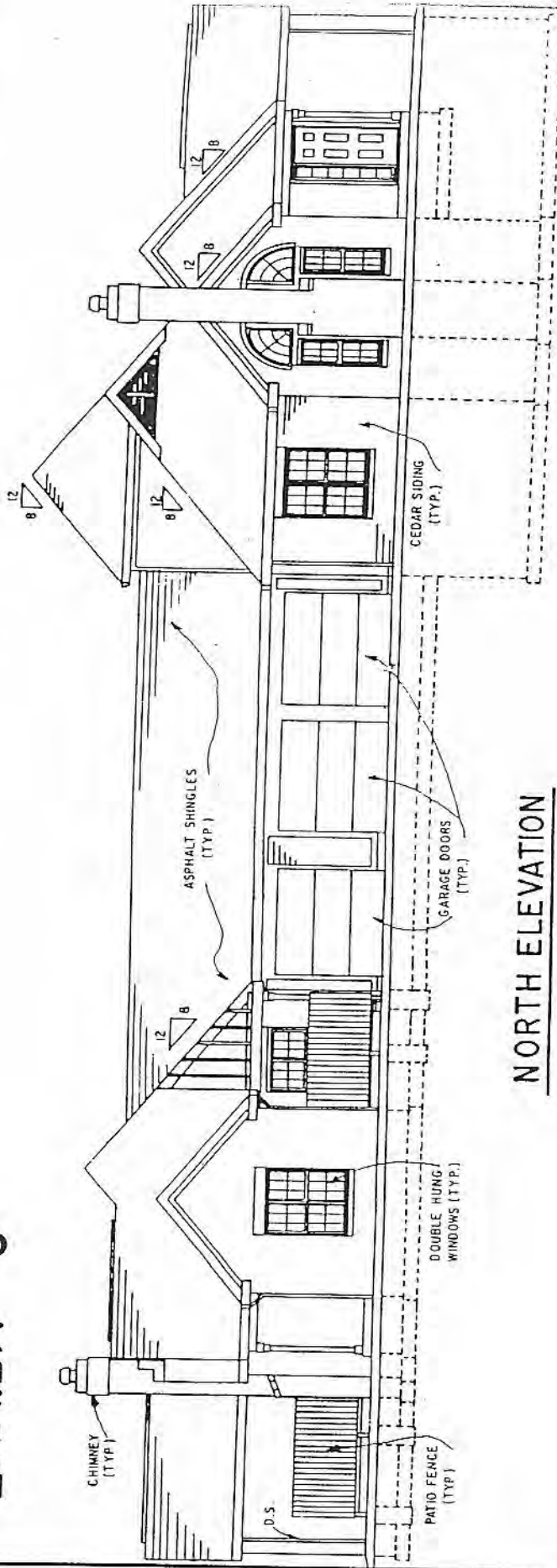


BUILDING NO. 7
TYPE III-A
UNITS A&D

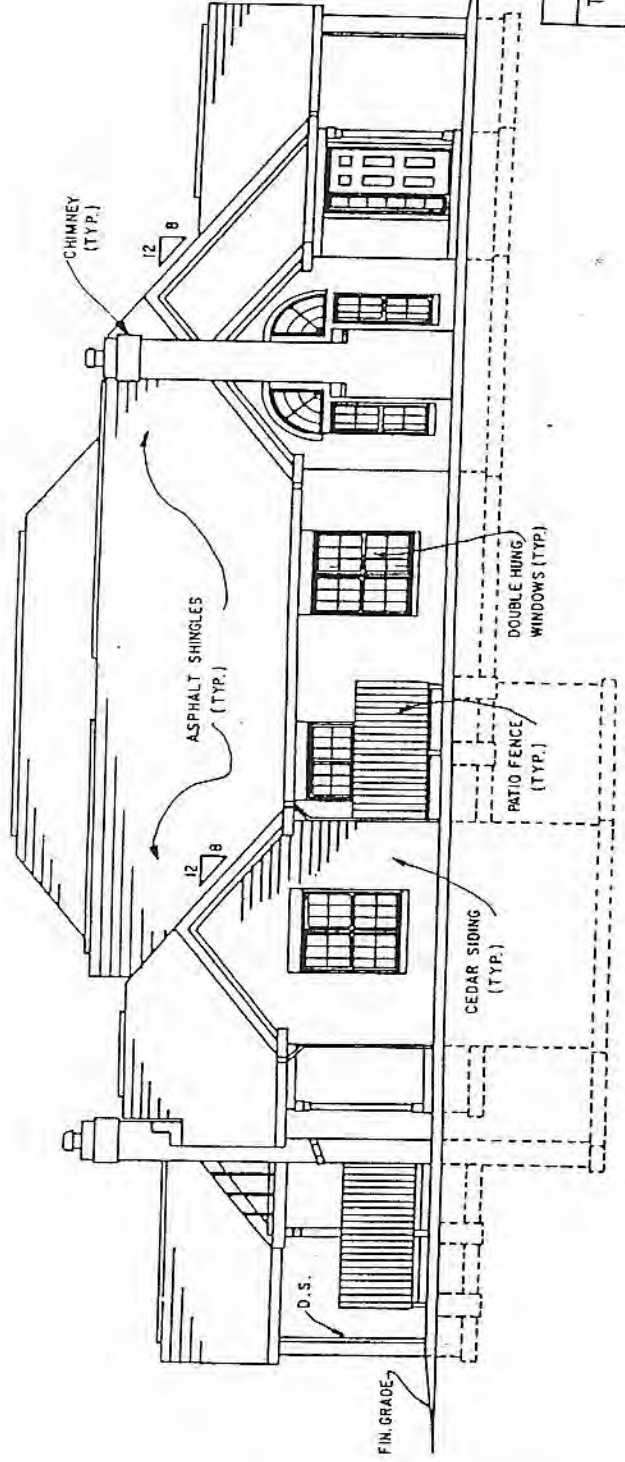
AMENDMENT NO. 1	DATE	SHT
THE MEADOWS AT PLEASANT RUN CONDOMINIUMS AKRON, OHIO	11/30/94	10
PREPARED BY: GRINDLE & BENDER		

BASEMENT PLAN

EXHIBIT "C"



NORTH ELEVATION

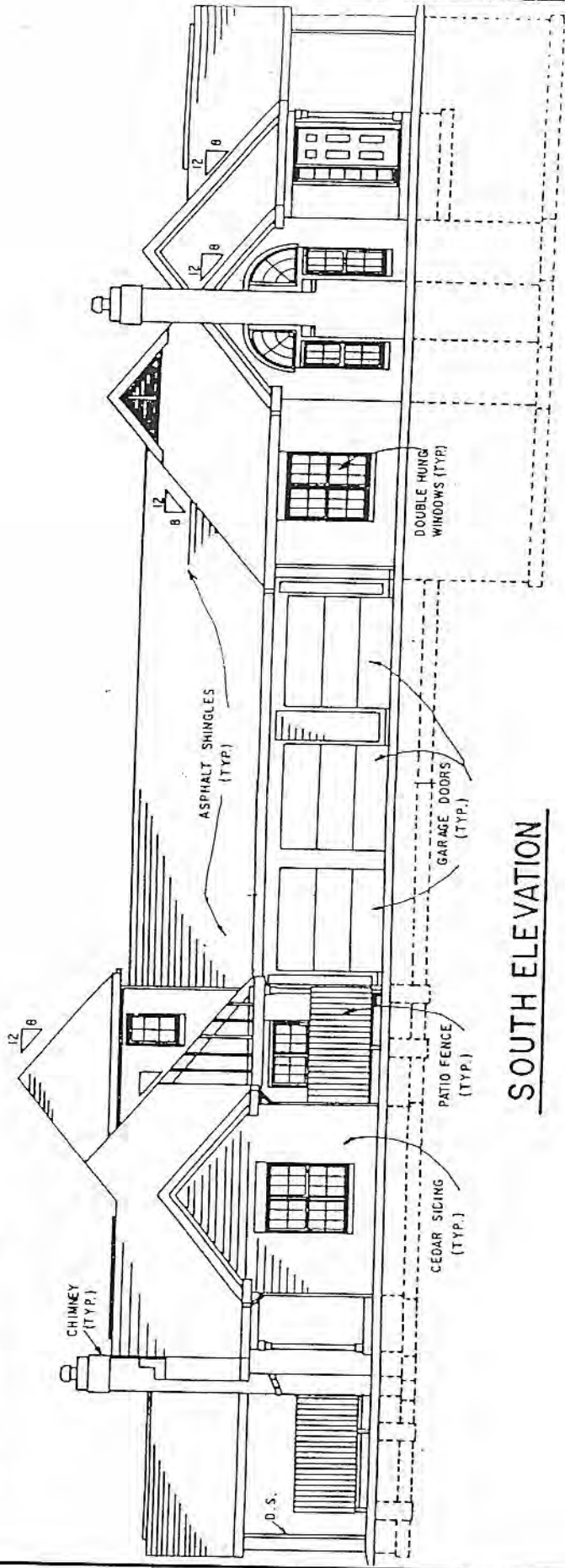


EAST ELEVATION

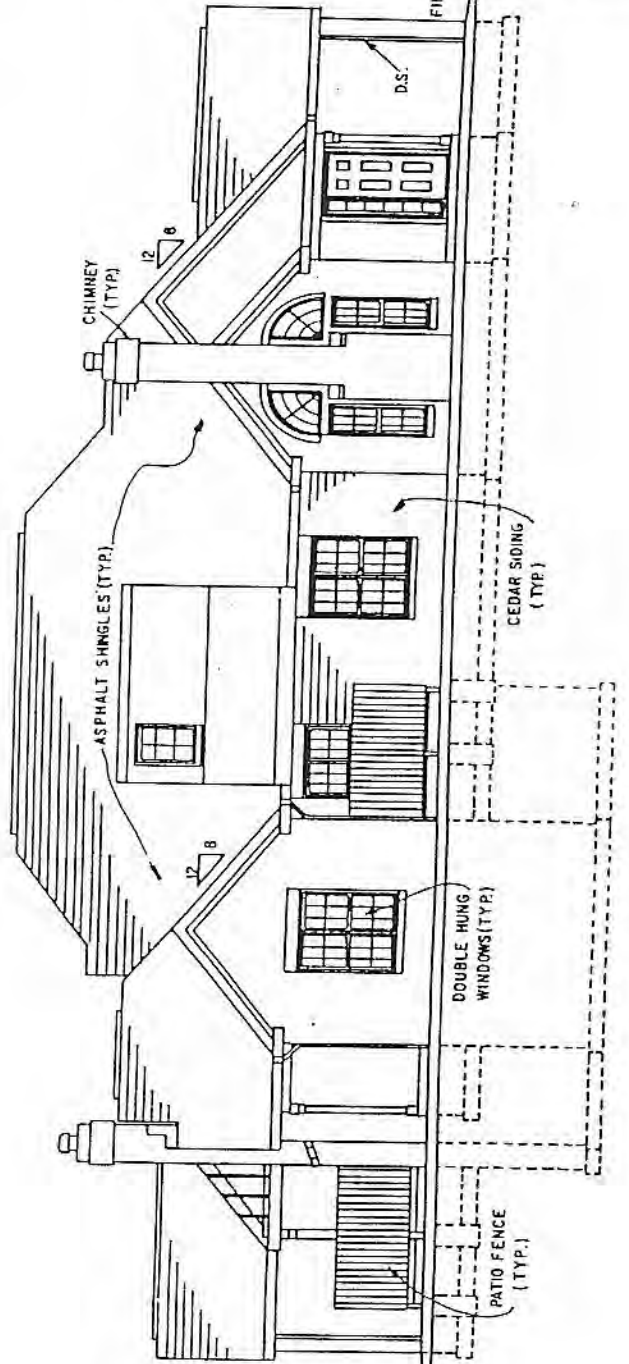
**BUILDING NO. 7
TYPE III - A
UNITS A, B, C & D**

AMENDMENT NO. 1	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS ASHLAND, OHIO	
PREPARED BY: GRINDLE & BENDER ARCHITECTURE-ENGINEERING-SURVEYING	DATE 11/30/94 SHT 20

EXHIBIT "C"



SOUTH ELEVATION



WEST ELEVATION

**BUILDING NO. 7
TYPE III - A
UNITS A, B, C & D**

AMENDMENT NO. 1	DATE	SHT
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS AKRON, OHIO	11/13/05	1
PREPARED BY: GRINDLE B BENDER		

2

EXHIBIT "A"
AMENDMENT NO. 2
DESCRIPTION OF PARCEL
FOR
THE MEADOWS AT PHEASANT RUN

Situated in the City of Ashland, Township of Montgomery, County of Ashland, State of Ohio and known as being a part of the Southwest Quarter of Section No. 16. and more fully described as follows;

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of Section No. 16, said iron pin also being on the centerline of Davis Road;

thence North $04^{\circ} 04' 55''$ East, along the East line of the Southwest Quarter of Section No. 16, a distance of 379.43 feet to a railroad spike set, the true place of beginning of the parcel herein described;

thence North $86^{\circ} 10' 08''$ West, a distance of 267.67 feet to an iron pin found;

thence South $03^{\circ} 49' 52''$ West a distance of 184.22 feet to an iron pin found;

thence North $86^{\circ} 10' 08''$ West, a distance of 367.08 feet to an iron pin found;

thence North $03^{\circ} 49' 52''$ East, a distance of 306.71 feet to an iron pin found, said iron pin also being on the South line of lands now or formerly owned by Thomas Siler, trustee, as recorded in Volume 562, page 511 of the Ashland County Deed Records;

thence South $86^{\circ} 05' 11''$ East, along the Southerly line of said Siler parcel, a distance of 420.28 feet to an iron pin set;

thence South $04^{\circ} 04' 55''$ West, a distance of 95.00 feet to an iron pin set;

thence South $86^{\circ} 05' 11''$ East, a distance of 215.00 feet to a railroad spike set on the East line of the Southwest Quarter of Section No. 16, said railroad spike also being on the centerline of Davis Road;

thence South $04^{\circ} 04' 55''$ West along said East Quarter Section line, and said Davis Road centerline, a distance of 26.57 feet to the true place of beginning containing 2.8624 acres, but subject to all legal highways and easements of record.

DESCRIPTION

SITUATED IN THE CITY OF ASHLAND, TOWNSHIP OF MONTGOMERY, COUNTY OF ASHLAND, STATE OF OHIO AND KNOWN AS BEING PART OF THE SOUTHWEST QUARTER OF SECTION NO. 16

ARCHITECT'S AND SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY THAT THE WITHIN DRAWINGS 1 THRU 8 CORRECTLY REPRESENT THE BUILDINGS AS CONSTRUCTED, AND THAT THE PLAT SHOWN HEREIN WAS PREPARED FROM A SURVEY MADE BY THE OFFICE OF GRINDLE AND BENDER, ARCHITECTS, ENGINEERS, SURVEYORS, AND IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY. ALL BEARINGS ARE MAGNETIC, AND ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

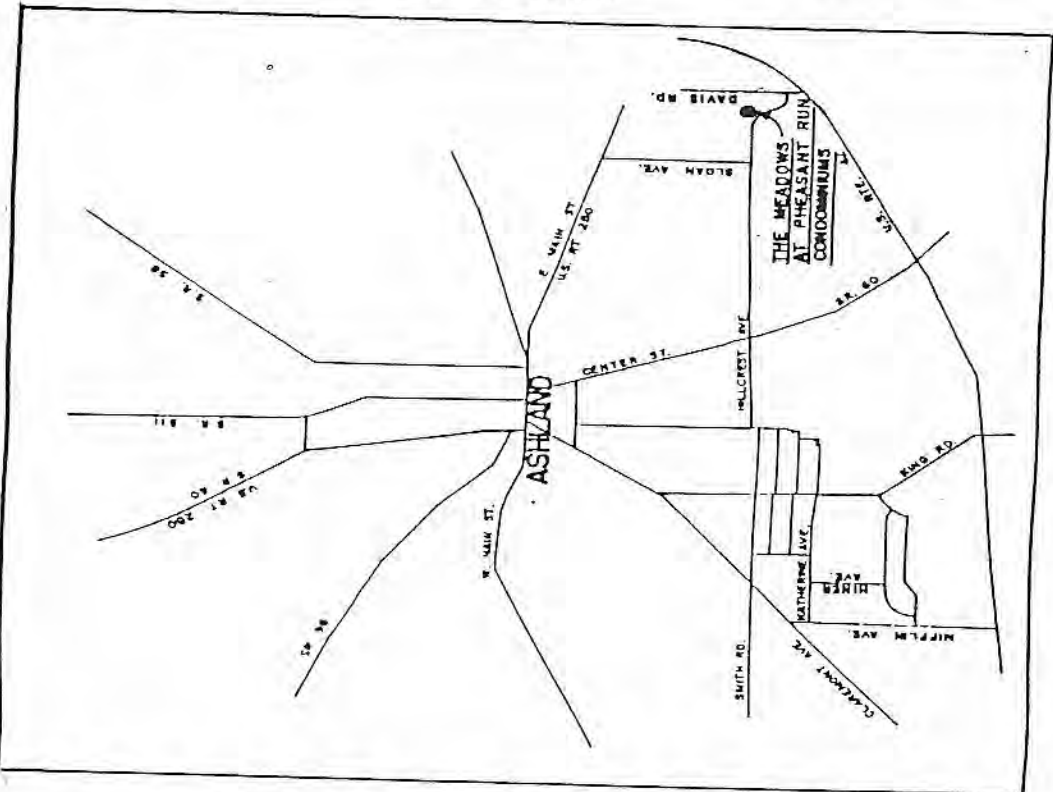
A. E. Hill
REGISTERED ARCHITECT NO. 3618

Charles H. Miller
REGISTERED SURVEYOR NO. 4978

AMENDMENT NO. 2

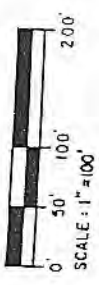
EXHIBIT "C"

**THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO**

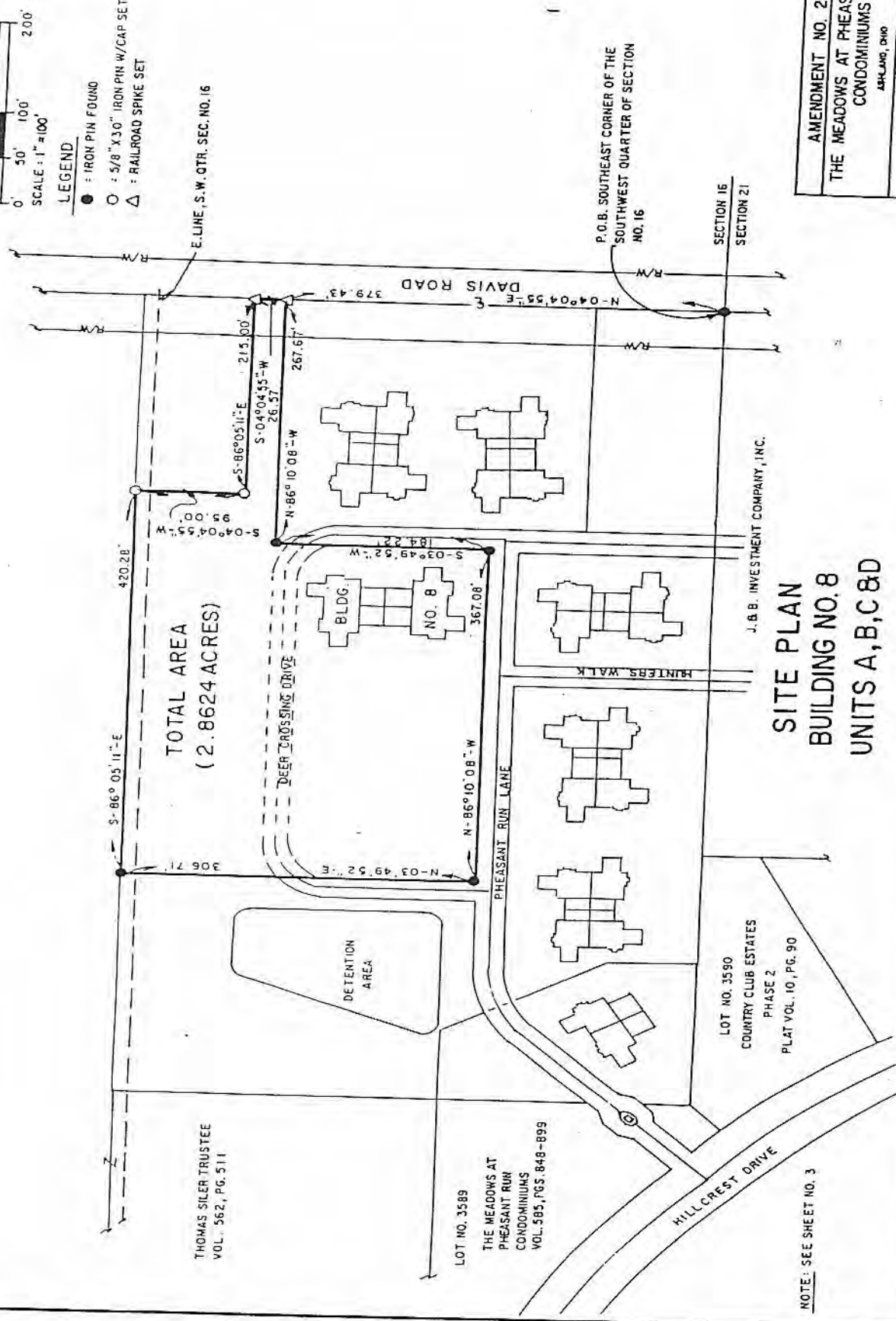


PREPARED BY
GRINDLE & BENDER
ARCHITECTURE · ENGINEERING · SURVEYING
ASHLAND, OHIO

EXHIBIT "C"



- LEGEND**
- : IRON PIN FOUND
 - : 5/8" X 30" IRON PIN W/CAP SET
 - △ : RAILROAD SPIKE SET



SITE PLAN BUILDING NO. 8 UNITS A, B, C & D

J. B. B. INVESTMENT COMPANY, INC.

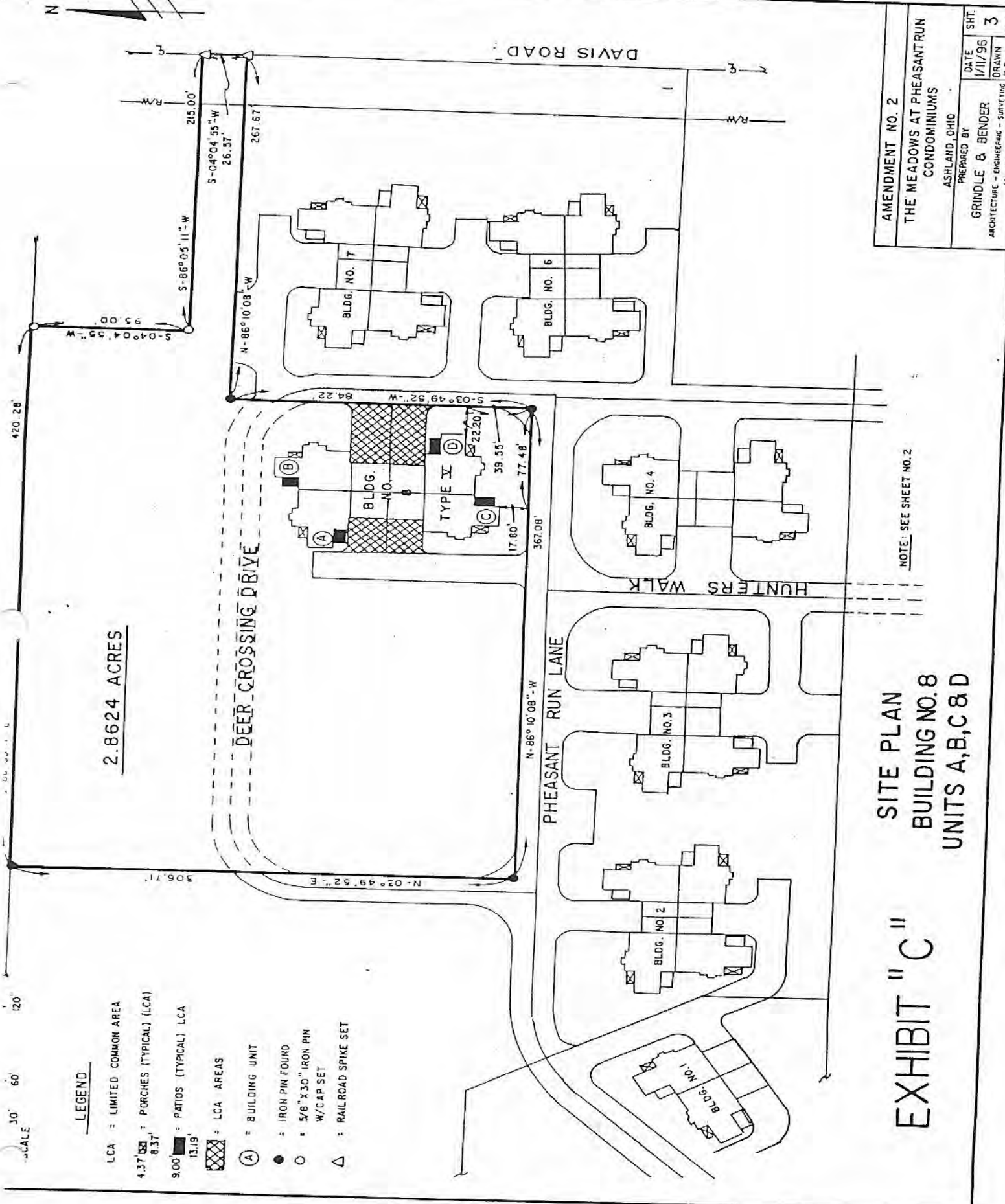
LOT NO. 3590
COUNTRY CLUB ESTATES
PHASE 2
PLAT VOL. 10, PG. 90

LOT NO. 3589
THE MEADOWS AT
PHEASANT RUN
CONDOMINIUMS
VOL. 585, PGS. 848-899

THOMAS SILER TRUSTEE
VOL. 562, PG. 511

NOTE: SEE SHEET NO. 3

AMENDMENT NO. 2	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS ASHLAND, OHIO	
PREPARED BY:	DATE:
GRINDLE B BENDER	1/11/96
ARCHITECTURE-ENGINEERING-SURVEYING	SHT
	OR. DRAWN
	2



2.8624 ACRES

LEGEND

- LCA = LIMITED COMMON AREA
- 4.37' [Symbol] = PORCHES (TYPICAL) (LCA)
- 8.37' [Symbol] = PATIOS (TYPICAL) LCA
- 9.00' [Symbol] = PATIOS (TYPICAL) LCA
- 13.19' [Symbol] = LCA AREAS
- (A) = BUILDING UNIT
- (B) = IRON PIN FOUND
- (C) = 5/8" X 30" IRON PIN W/CAP SET
- (D) = RAILROAD SPIKE SET

EXHIBIT "C"
SITE PLAN
BUILDING NO. 8
UNITS A, B, C & D

NOTE: SEE SHEET NO. 2

AMENDMENT NO. 2	
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS	
ASHLAND, OHIO	
PREPARED BY	GRINDLE & BENDER
DATE	1/11/96
DRAWN	[Signature]
SHT.	3

LOT AREAS

Parcel No. 1 = 2.8624 ACRES = 124,686.14 S.F.

BUILDING AREA

Building No. 8 Area

UNIT A = 1,759.10 S.F.
UNIT B = 1,753.84 S.F.
UNIT C = 1,759.10 S.F.
UNIT D = 1,753.84 S.F.
Building No. 8 = 7,025.88 S.F.

LIMITED COMMON AREA (Patio, Porch, Driveway, etc.)

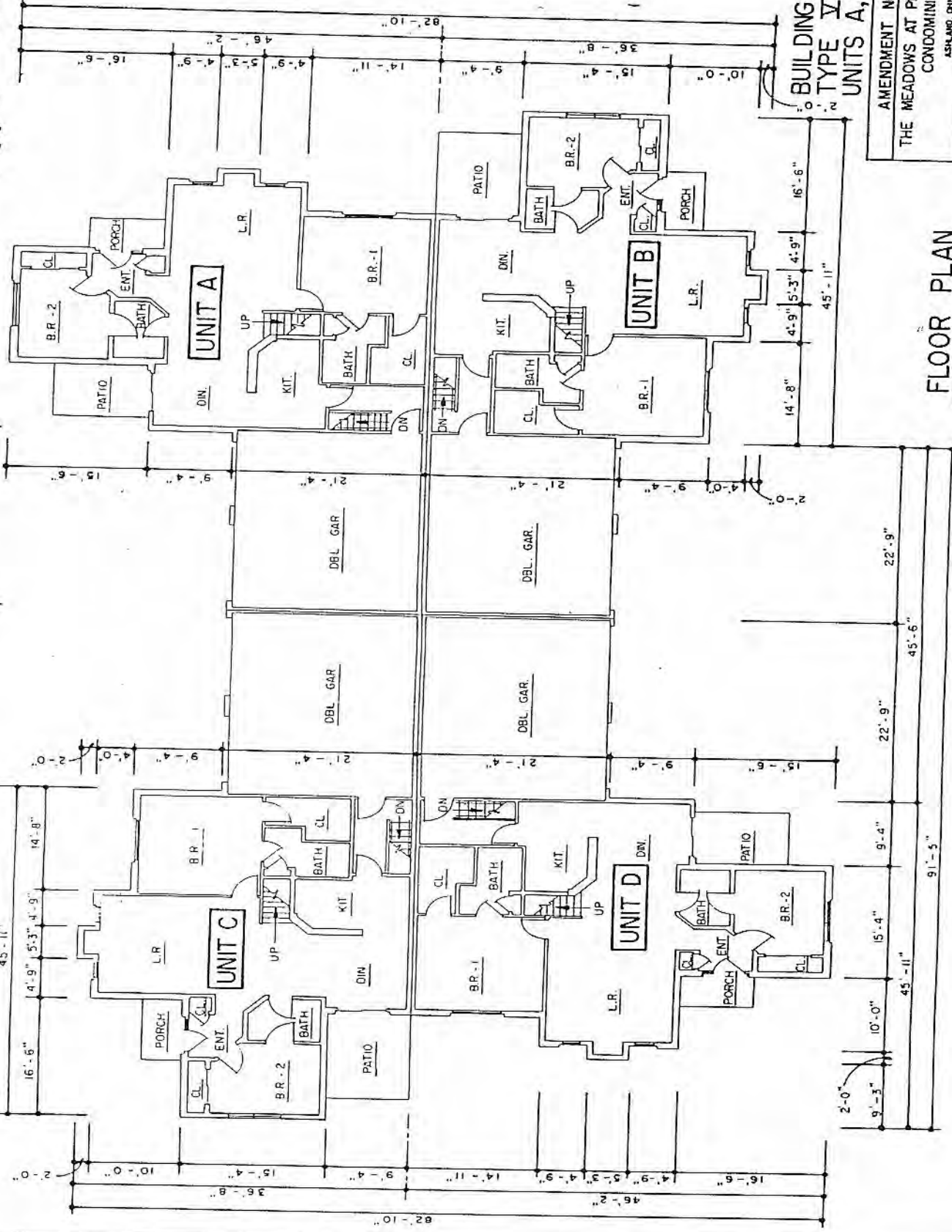
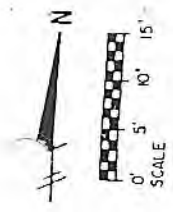
Building No. 8 Limited Common Area

UNIT A = 706.65 S.F.
UNIT B = 1231.04 S.F.
UNIT C = 706.65 S.F.
UNIT D = 1231.04 S.F.
Building No. 8 = 3,875.38 S.F.

COMMON AREA

TOTAL LOT AREA = 124,686.14 S.F.
TOTAL BUILDING AREA, Building No. 8 = (7,025.88) S.F.
TOTAL LIMITED COMMON AREA, Building No. 8 = (3,875.38) S.F.
TOTAL COMMON AREA = 113,784.88 S.F.
or
= 2.6121 ACRES

EXHIBIT C



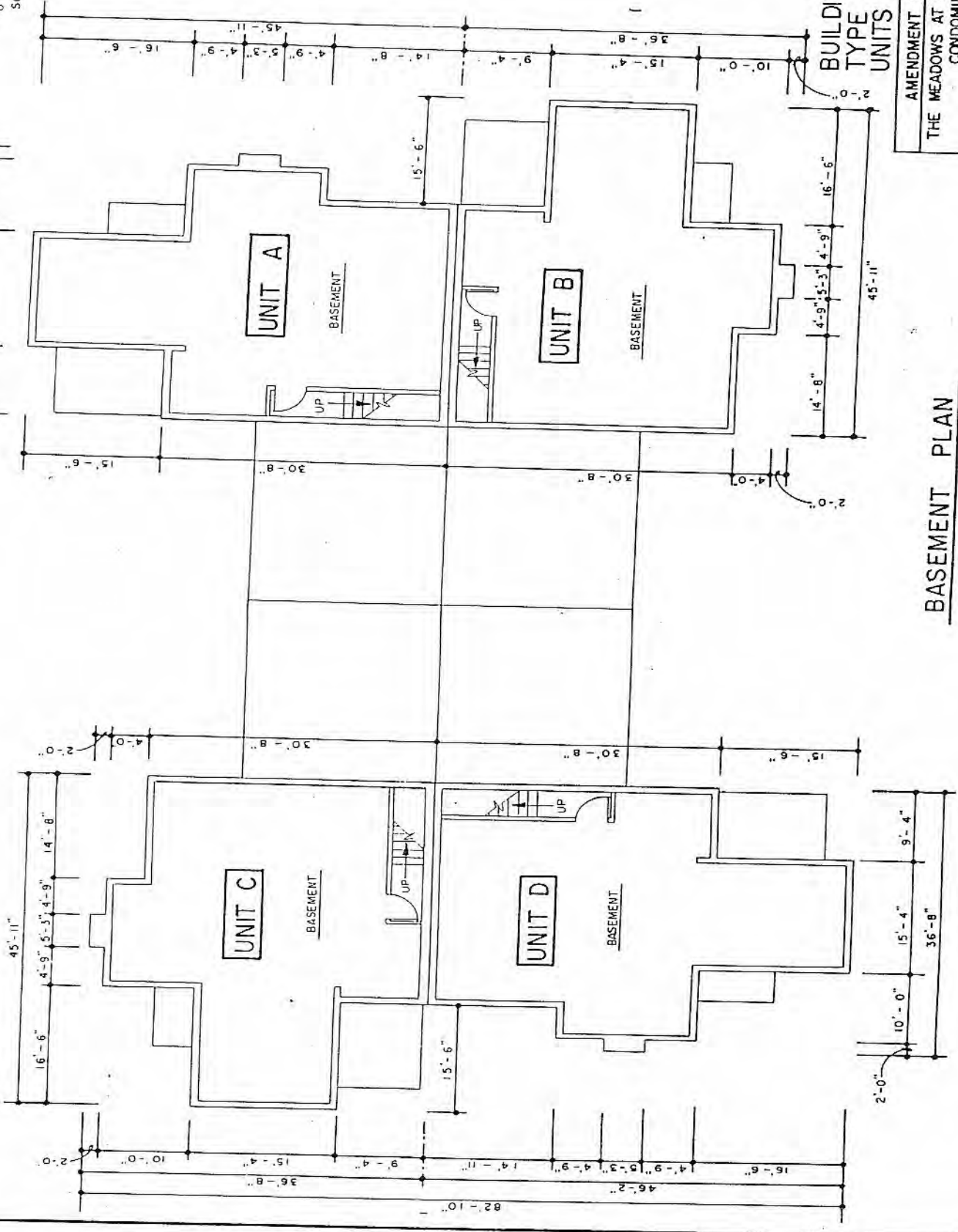
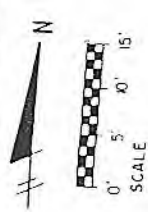
BUILDING NO. 8
TYPE V
UNITS A, B, C & D

AMENDMENT NO. 2
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

PREPARED BY: GRINDLE & BENDER
ARCHITECTURE-ENGINEERING-SURVEYING
ASHLAND, OHIO
DATE: 1/11/96
SHEET: 5
DRAWN: J.R.V.

FLOOR PLAN

EXHIBIT "C"

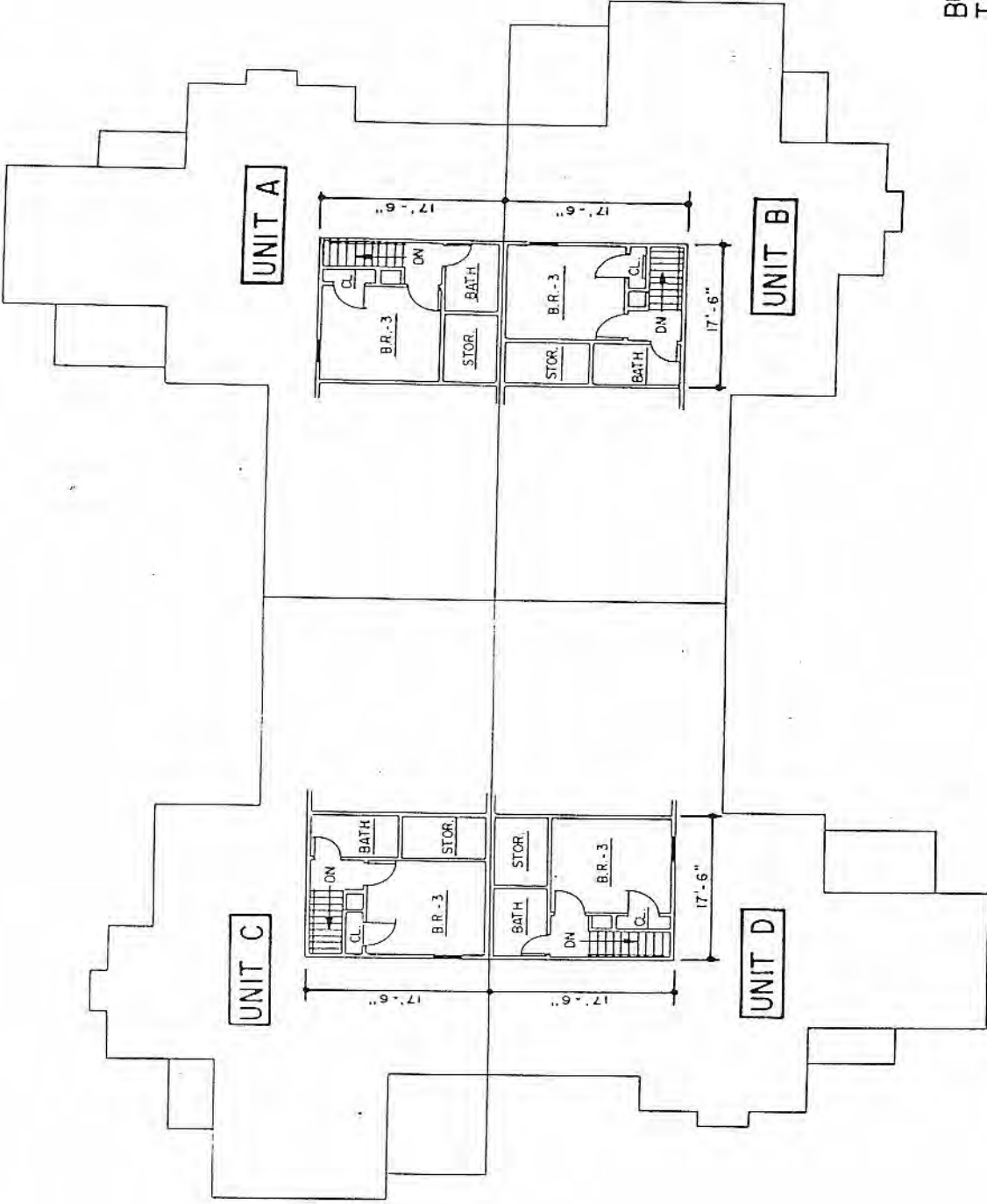
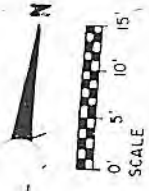


BUILDING NO. 8
TYPE V
UNITS A, B, C & D

AMENDMENT NO. 2	DATE	SHT
THE MEADOWS AT PLEASANT RUN CONDOMINIUMS ARLINGTON, VA	1/11/96	C
PREPARED BY:	GRINDLE & BENDER	

BASEMENT PLAN

EXHIBIT "C"

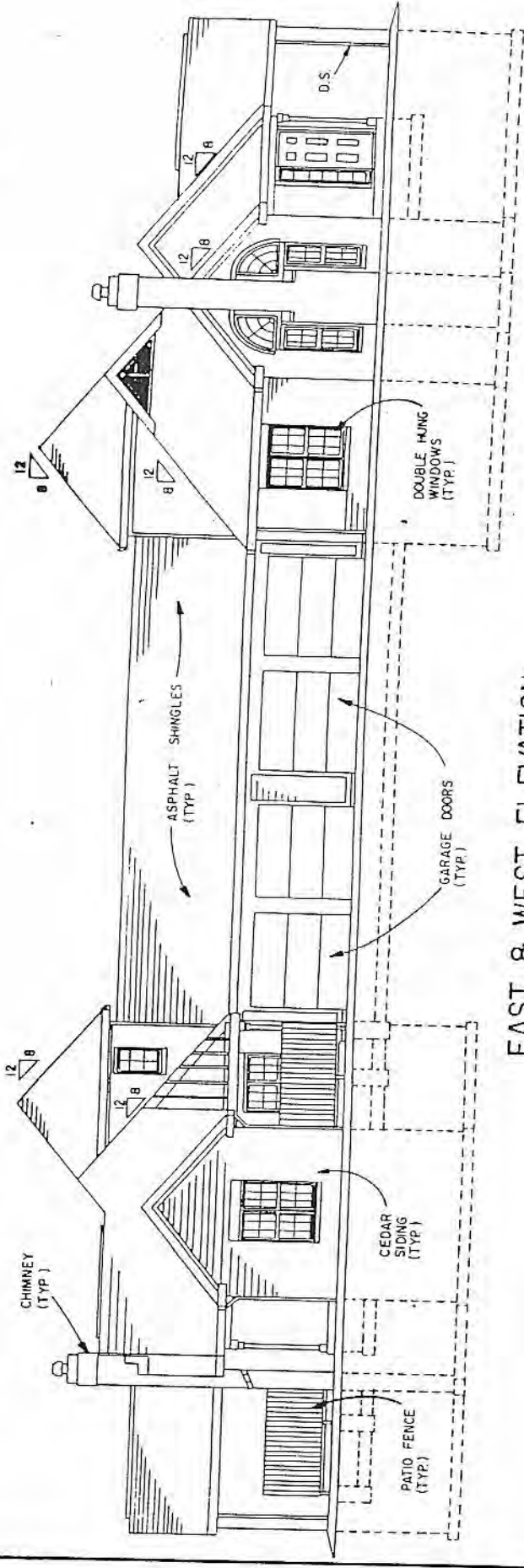


BUILDING NO. 8
 TYPE IV
 UNITS A, B, C & D

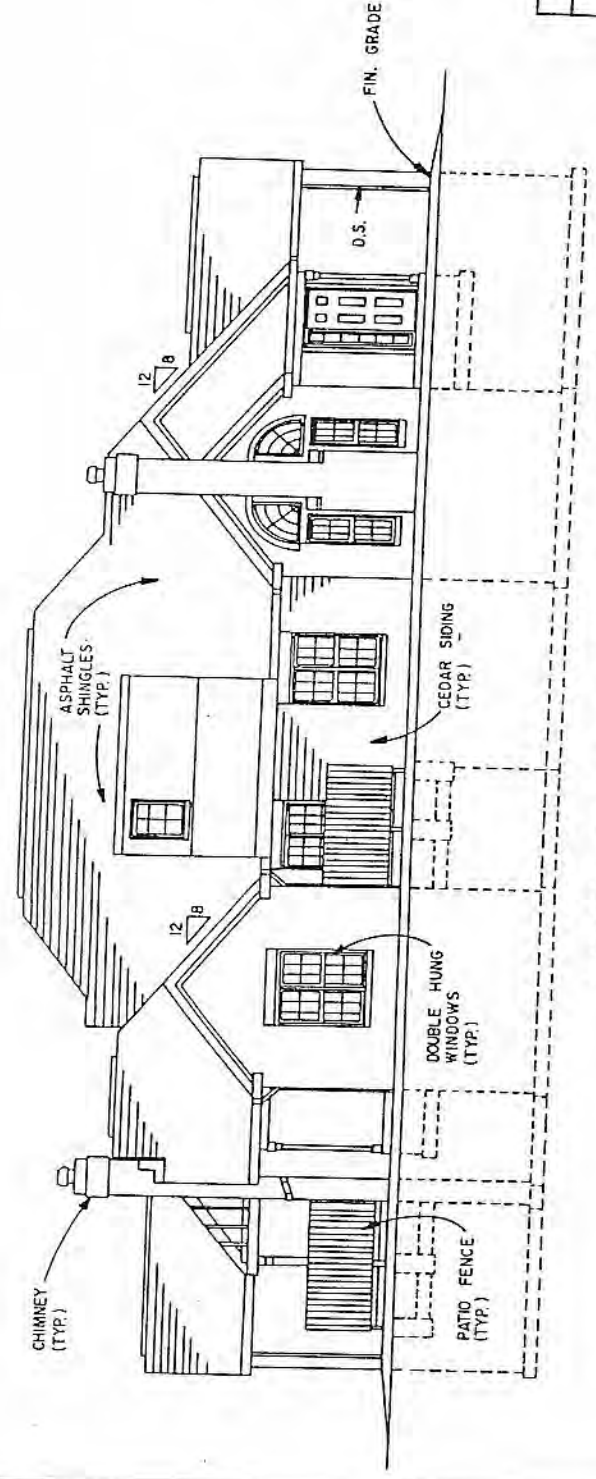
AMENDMENT NO. 2	
THE MEADOWS AT PLEASANT RUN CONDOMINIUMS ASHLAND, OHIO	
PREPARED BY: GRINDLE & BENDER ARCHITECTURE-ENGINEERING-SURVEYING ASHLAND, OHIO	DATE 1/11/96 DRAWN J.R.K.
SHT 7	OF 2

LOFT FLOOR PLAN

LA 11111



EAST & WEST ELEVATION



NORTH & SOUTH ELEVATION

BUILDING NO. 8
 TYPE V
 UNITS A, B, C & D

AMENDMENT NO.	
THE MEADOWS AT PLEASANT RUN CONDOMINIUMS ASHLAND, OHIO	
PREPARED BY: GRINDLE & BENDER	DATE 1/11/96
	SHEET

EXHIBIT E

Section 5311.27 (Remedies of purchaser; actions by Attorney General.)

G.
for
5/24/10

(A) In addition to any other remedy available, a contract or agreement for the sale of a condominium ownership interest that is executed in violation of section 5311.25 or 5311.26 of the Revised Code shall be voidable by the purchaser for a period of fifteen days after the date of sale of the condominium ownership interest or fifteen days after the date upon which the purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Revised Code, whichever occurs later. Upon exercise of this right to void the contract or agreement, 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 he is liable in connection with the void sale.

(B) Any developer or agent who sells a condominium ownership interest in violation of Section 5311.25 or 5311.26 of the 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;

(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 this division, together with court costs and reasonable attorneys' fees. If the purchaser complaining of the violation of section 5311.25 or 5311.26 of the 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.

(C) If he has reason to believe substantial numbers of persons are affected and substantial harm is occurring or is about to occur to such persons, or that the case is otherwise of substantial public interest, the Attorney General may:

(1) Bring an action to obtain a declaratory judgment that an act or practice of a developer violates section 5311.25 or 5311.26 of the Revised Code or condominium instruments, or to enjoin a developer who is violating or threatening to violate such sections or instruments;

(2) Bring a class action for damages on behalf of persons injured by a developer's violation of Section 5311.25 or 5311.26 of the Revised Code or of condominium instruments.

On motion of the Attorney General and without bond, in an Attorney General's action under this section, the court may make appropriate orders, including appointment of a master or a receiver, for sequestration of assets, to reimburse persons found to have been damaged, or to grant other appropriate relief, the court may assess the expenses of a master or receiver against the developer.

Any moneys or property recovered by the Attorney General in an action under this section that cannot with due diligence within five years be restored to persons entitled to them shall be unclaimed funds reportable under Chapter 169 of the Ohio Revised Code.

No action may be brought by the Attorney General under this section to recover for a transaction more than two years after the occurrence of a violation.

If a court determines that provision has been made for reimbursement or other appropriate corrective action, insofar as practicable, with respect to all persons damaged by a violation, or in any other appropriate case, the Attorney General with court approval may terminate enforcement proceedings brought by him upon acceptance of an assurance from the developer of voluntary compliance with Sections 5311.25 and 5311.26 of the Revised Code or with condominium instruments, with respect to the alleged violation. The assurance shall be filed with the court and entered as a consent judgment. A consent judgment is not evidence of prior violation of such sections. Disregard of the terms of a consent judgment entered upon an assurance shall be treated as a violation of an injunction issued under this section.

ADDITION OF CONDOMINIUMS
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS
CITY OF ASHLAND, ASHLAND COUNTY, OHIO

WHEREAS, J & B Investment Co., Inc., hereafter referred to as "Developer," is the owner in fee simple of the hereinbelow described real estate; and,

WHEREAS, it is the desire of Developer to add contiguous real estate upon which there is one (1) building consisting of four (4) units to the provisions of Section 5311 of the Ohio Revised Code for condominium ownership.

NOW, THEREFORE, Developer hereby declares:

Article I. Legal Description of Additional Real Estate

The legal description of the real estate being added herein is described in Exhibit A which is attached hereto and incorporated herein by reference.

Article II. Name and Address

The name by which these additions are to be identified is The Meadows at Pheasant Run Condominiums and its address is unchanged from the Declaration of Condominium Property recorded in Volume 585 Pages 848-899, and Amendment to Declaration of Condominium recorded in Volume 588, Pages 11 - 39, Ashland County, Ohio Deed Records.

Article III. The Purpose of and Restriction on the Use of the Addition to Condominium Property

A) Purpose

The purpose of said addition and the units set forth therein is to be the same as stated in the Declaration of Condominium Property, recorded in Volume 585, Pages 848-899 and Amendment to Declaration of Condominium recorded in Volume 588, Pages 11 - 39 of Ashland County, Ohio Deed Records.

B) Restrictions

The restrictions on the use of said addition are to be the same as those stated in the Declaration of Condominium Property recorded in Volume 585, Pages 848-899 and Amendment to Declaration of Condominium recorded in Volume 588, Pages 11 - 39 of Ashland County, Ohio Deed Records.

Article IV. General Description of Buildings

The unit designation, layout, location, designation, approximate area, numbers of rooms and dimensions of each unit and the layout, location and dimensions of the common areas and facilities to be added, insofar as it is graphically possible are shown on the set of drawings prepared by Grindle and Bender, Architect and Surveyor of Ashland, Ohio. Said drawings are attached hereto as Amendment No. 2, Exhibit C. The percentage of interest of such common areas to each unit are stated in Exhibit B. The basis for such allocation, how such interest is alterable, the principal materials of which the buildings are constructed and the method by which the original Declaration can be amended are to be the same as those listed in the Declaration of Condominium Property, recorded in Volume 585, Pages 848-899, and Amendment to Declaration of Condominium recorded in Volume 588, Pages 11 - 39 of the Ashland County, Ohio Deed Records.

Article V. Unit Owners Association

Each unit added herein shall be a member of the Unit Owners Association as provided in the Declaration of Condominium Property, recorded in Volume 585, Pages 848-899 of the Ashland County, Ohio Deed Records.

Article VI. Limitations

All units herein added are subject to all the provisions of the Declaration of Condominium Property and the Amendment to Declaration of Condominium and the By-laws of The Meadows at Pheasant Run Condominiums.

Article VII.

The name and address of the person to receive service of process for the Unit Owners Association and the methods by which the Declaration of Condominium may be amended are set forth in the Declaration of Condominium Property recorded in Volume 585, Pages 848-899 of the Ashland County, Ohio Deed Records.

IN WITNESS WHEREOF, said corporation has hereunto set its hand this 2nd day of February, 1996.

Signed and Acknowledged in the presence of:

J & B INVESTMENT CO., INC.

Cheryl R. Burkholder
Cheryl R. Burkholder
Janice G. Kinney
Janice G. Kinney

By *Robert S. Stokes*
Robert S. Stokes
Vice President

State of Ohio
Ashland County, SS.

Before me, a Notary Public in and for said County and State, personally appeared the above named J & B Investment Co., Inc., by Robert S. Stokes, its Vice President, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my name and official seal this 2nd day of February, 1996.

Cheryl R. Burkholder
Notary Public

Cheryl R. Burkholder
Notary Public, State of Ohio
My Commission Expires, Oct 4, 2000

EXHIBIT "A"
AMENDMENT NO. 2
DESCRIPTION OF PARCEL
FOR
THE MEADOWS AT PHEASANT RUN

Situated in the City of Ashland, Township of Montgomery, County of Ashland, State of Ohio and known as being a part of the Southwest Quarter of Section No. 16. and more fully described as follows;

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of Section No. 16, said iron pin also being on the centerline of Davis Road;

thence North 04° 04' 55" East, along the East line of the Southwest Quarter of Section No. 16, a distance of 379.43 feet to a railroad spike set, the true place of beginning of the parcel herein described;

thence North 86° 10' 08" West, a distance of 267.67 feet to an iron pin found;

thence South 03° 49' 52" West a distance of 184.22 feet to an iron pin found;

thence North 86° 10' 08" West, a distance of 367.08 feet to an iron pin found;

thence North 03° 49' 52" East, a distance of 306.71 feet to an iron pin found, said iron pin also being on the South line of lands now or formerly owned by Thomas Siler, trustee, as recorded in Volume 562, page 511 of the Ashland County Deed Records;

thence South 86° 05' 11" East, along the Southerly line of said Siler parcel, a distance of 420.28 feet to an iron pin set;

thence South 04° 04' 55" West, a distance of 95.00 feet to an iron pin set;

thence South 86° 05' 11" East, a distance of 215.00 feet to a railroad spike set on the East line of the Southwest Quarter of Section No. 16, said railroad spike also being on the centerline of Davis Road;

thence South 04° 04' 55" West along said East Quarter Section line, and said Davis Road centerline, a distance of 26.57 feet to the true place of beginning containing 2.8624 acres, but subject to all legal highways and easements of record.

DECLARATION OF CONDOMINIUM
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS

UNIT INFORMATION SHEET

<u>Unit Designation</u>	<u>Unit Type</u> 1 (Two Bedroom--1 car gar.) 2 (Two Bedroom--2 car gar.) 3 (Three Bedroom--2 car gar.)	<u>Par Value</u>	<u>Undivided Interest</u>	<u>Purchase Price</u>
Bldg. 1-A	2	1.051	3.840	\$106,900.00
Bldg. 1-B	2	1.051	3.840	98,900.00
Bldg. 2-A	1	1.000	3.654	106,900.00
Bldg. 2-B	1	1.000	3.654	97,900.00
Bldg. 2-C	1	1.000	3.654	96,900.00
Bldg. 2-D	1	1.000	3.654	105,900.00
Bldg. 3-A	3	1.133	4.139	111,900.00
Bldg. 3-B	1	1.000	3.654	99,900.00
Bldg. 3-C	3	1.133	4.139	111,900.00
Bldg. 3-D	1	1.000	3.654	99,900.00
Bldg. 4-A	1	1.000	3.654	99,900.00
Bldg. 4-B	1	1.000	3.654	99,900.00
Bldg. 4-C	2	1.051	3.840	104,900.00
Bldg. 4-D	2	1.051	3.840	104,900.00
Bldg. 6-A	2	1.051	3.840	102,900.00
Bldg. 6-B	1	1.000	3.654	97,900.00
Bldg. 6-C	2	1.051	3.840	102,900.00
Bldg. 6-D	1	1.000	3.654	97,900.00
Bldg. 7-A	3	1.133	4.139	124,900.00
Bldg. 7-B	1	1.000	3.654	98,570.00
Bldg. 7-C	3	1.133	4.139	110,900.00
Bldg. 7-D	1	1.000	3.654	108,900.00
Bldg. 8-A	3	1.133	4.139	112,900.00
Bldg. 8-B	3	1.133	4.139	112,900.00
Bldg. 8-C	3	1.133	4.139	111,900.00
Bldg. 8-D	3	1.133	4.139	111,900.00

Total: 100.000

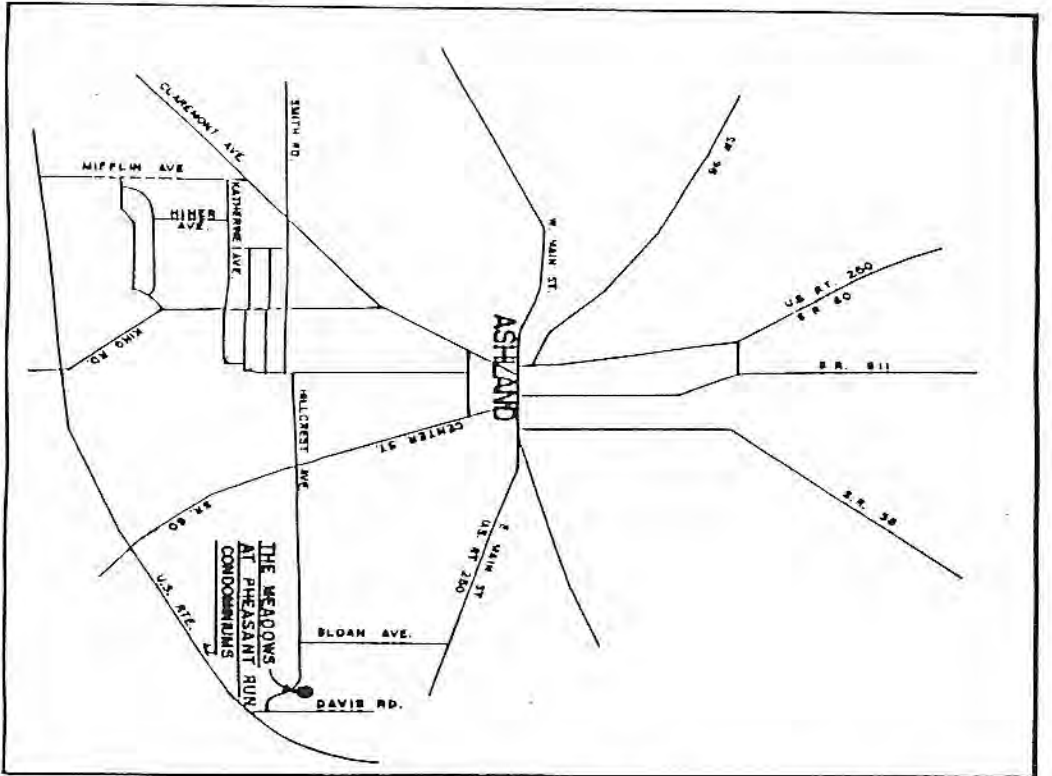
Exhibit B

DESCRIPTION

SITUATED IN THE CITY OF ASHLAND, TOWNSHIP OF MONTGOMERY, COUNTY OF ASHLAND, STATE OF OHIO AND KNOWN AS BEING PART OF THE SOUTHWEST QUARTER OF SECTION NO. 16

ARCHITECT'S AND SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY THAT THE WITHIN DRAWINGS 1 THRU 8 CORRECTLY REPRESENT THE BUILDINGS AS CONSTRUCTED, AND THAT THE PLAT SHOWN HEREIN WAS PREPARED FROM A SURVEY MADE BY THE OFFICE OF GRINDLE AND BENDER, ARCHITECTS, ENGINEERS, SURVEYORS, AND IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY. ALL BEARINGS ARE MAGNETIC, AND ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.



R. E. H.
REGISTERED ARCHITECT NO. 3618

Richard W. ...
REGISTERED SURVEYOR NO. 4978

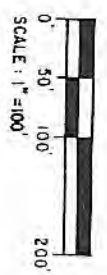
AMENDMENT NO. 2

EXHIBIT "C"

THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

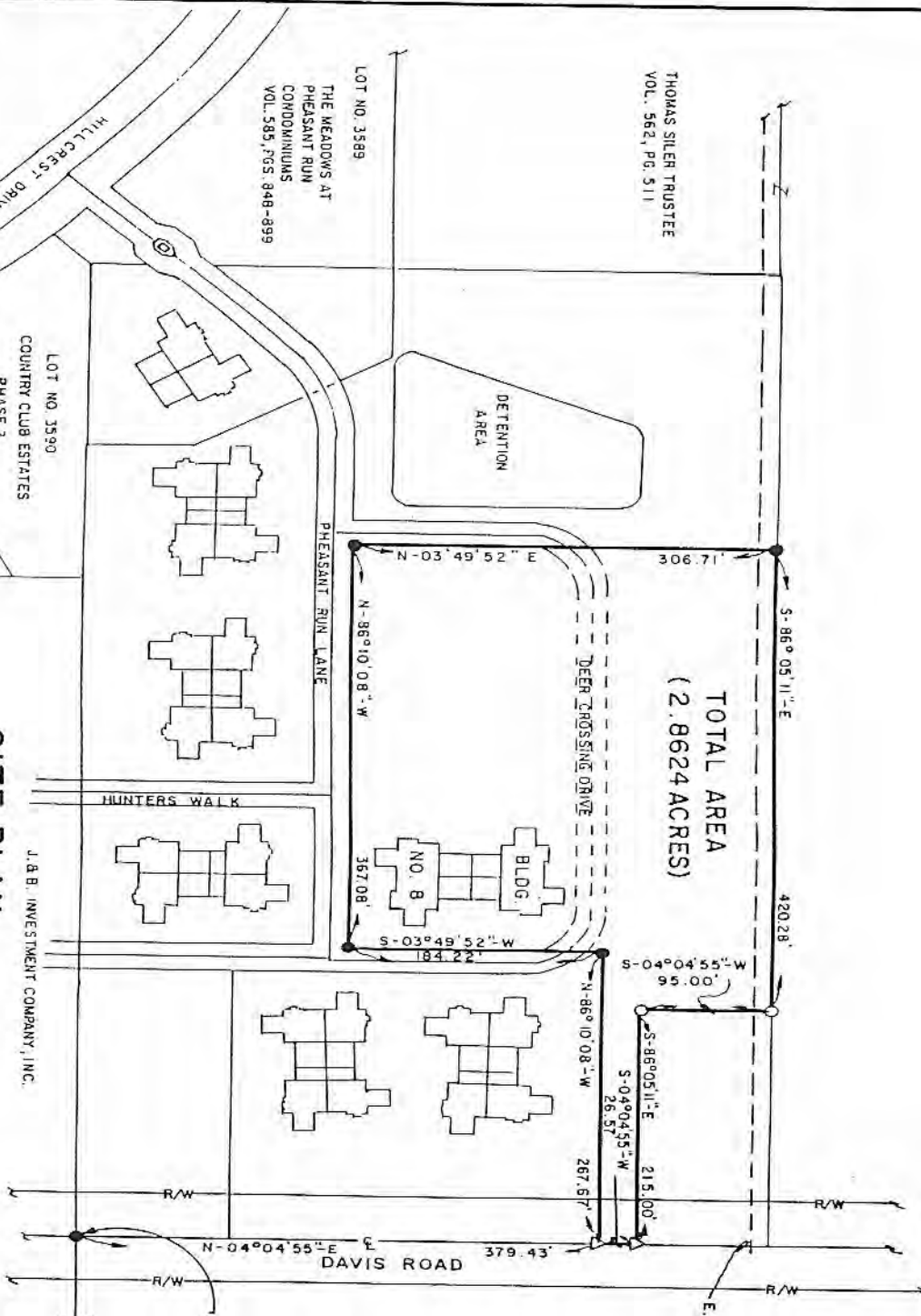
PREPARED BY
GRINDLE & BENDER
ARCHITECTURE · ENGINEERING · SURVEYING
ASHLAND, OHIO

EXHIBIT "C"



LEGEND

- : IRON PIN FOUND
- : 5/8" X 30" IRON PIN W/ CAP SET
- △ : RAILROAD SPIKE SET



TOTAL AREA
(2.8624 ACRES)

SITE PLAN BUILDING NO. 8 UNITS A, B, C 8D

J.B.B. INVESTMENT COMPANY, INC.

NOTE: SEE SHEET NO. 3

AMENDMENT NO. 2
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
ASHLAND, OHIO

PREPARED BY:	DATE:	SHT:
GRINDLE B BENDER	1/11/96	2
ARCHITECTURE-ENGINEERING-SURVEYING	CSAW	
ASHLAND	CSA	CS 3

0 30 60 120
SCALE

LEGEND

- LCA = LIMITED COMMON AREA
- 4.37' = PORCHES (TYPICAL) (LCA)
- 8.37' = PATIOS (TYPICAL) (LCA)
- 9.00' = PATIOS (TYPICAL) (LCA)
- 13.19' = PATIOS (TYPICAL) (LCA)
- = LCA AREAS
- (A) = BUILDING UNIT
- = IRON PIN FOUND
- = 5/8" X 30" IRON PIN W/CAP SET
- △ = RAILROAD SPIKE SET

2.8624 ACRES

DEER CROSSING DRIVE

PHEASANT RUN LANE

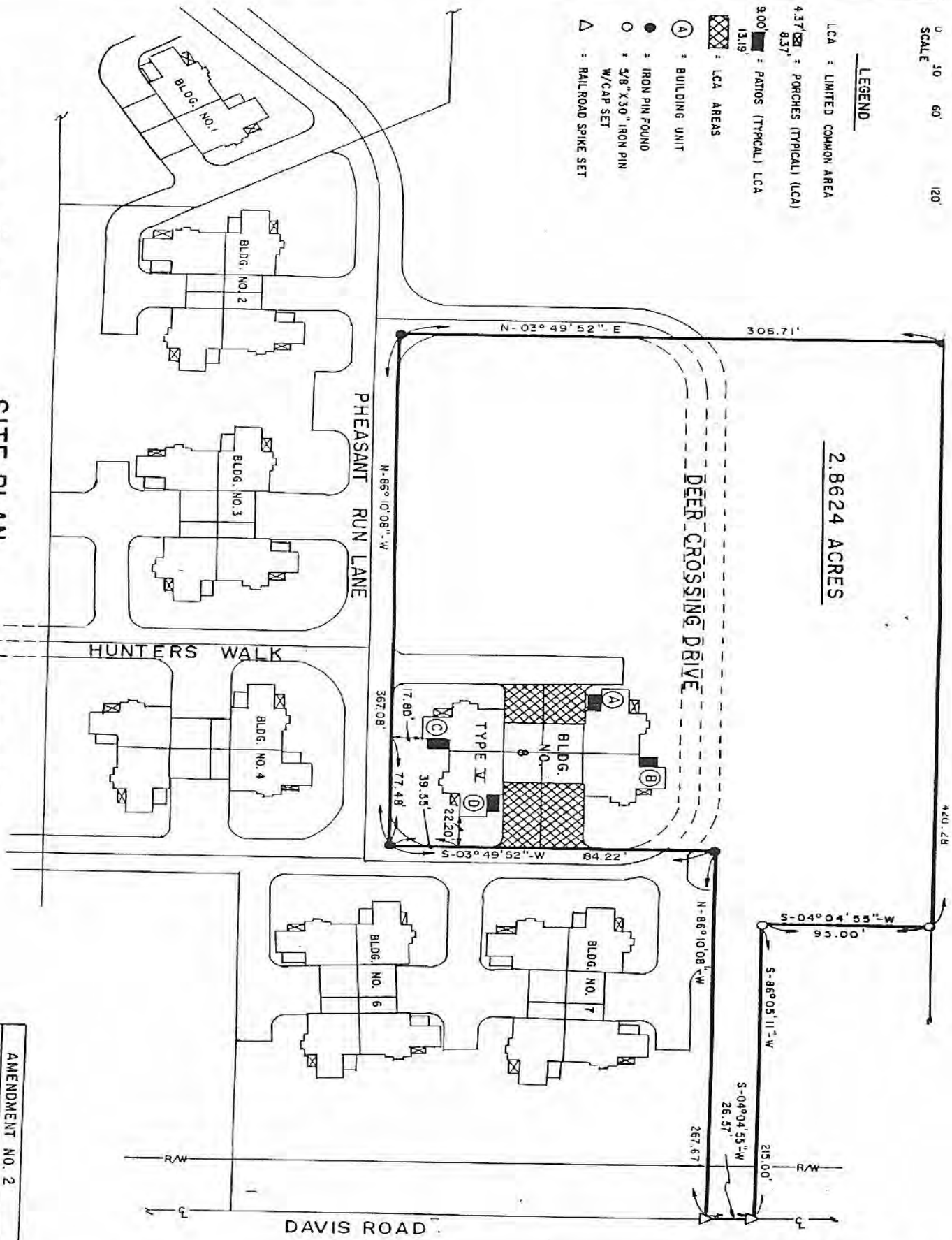
HUNTERS WALK

DAVIS ROAD

EXHIBIT "C"

**SITE PLAN
BUILDING NO. 8
UNITS A, B, C & D**

NOTE: SEE SHEET NO. 2



AMENDMENT NO. 2

THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS

ASHLAND, OHIO

PREPARED BY

GRINDLE & BENDER

ARCHITECTURE - ENGINEERING - SURVEYING

ASHLAND, OHIO

DATE	SHT.
1/11/98	3
DRAWN	OF 8
P.D.A.	

LOT AREAS

Parcel No. 1 = 2.8624 ACRES = 124,686.14 S.F.

BUILDING AREA

Building No. 8 Area

UNIT A = 1,759.10 S.F.

UNIT B = 1,753.84 S.F.

UNIT C = 1,759.10 S.F.

UNIT D = 1,753.84 S.F.

Building No. 8 = 7,025.88 S.F.

LIMITED COMMON AREA (Patio, Porch, Driveway, etc.)

Building No. 8 Limited Common Area

UNIT A = 706.65 S.F.

UNIT B = 1,231.04 S.F.

UNIT C = 706.65 S.F.

UNIT D = 1,231.04 S.F.

Building No. 8 = 3,875.38 S.F.

COMMON AREA

TOTAL LOT AREA = 124,686.14 S.F.

TOTAL BUILDING AREA, Building No. 8 = (7,025.88) S.F.

TOTAL LIMITED COMMON AREA, Building No. 8 = (3,875.38) S.F.

TOTAL COMMON AREA = 113,784.88 S.F.

or

= 2.6121 ACRES

AMENDMENT NO. 2

THE MEADOWS AT PEASANT RUN
CONDOMINIUMS

ASHLAND, OHIO

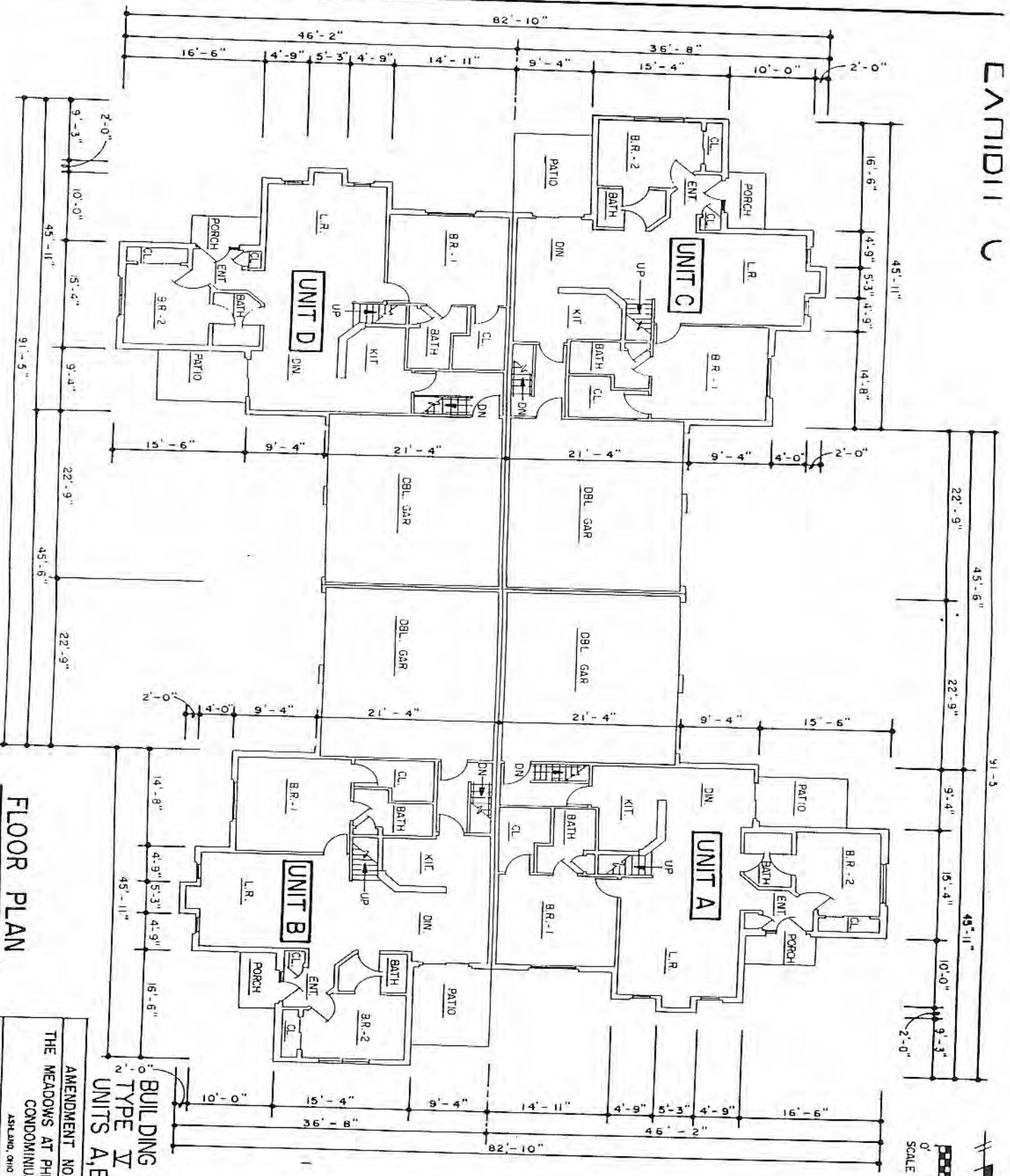
PREPARED BY:
GRINDLE & BENDER

ARCHITECTURE-ENGINEERING-INTERIOR DESIGN

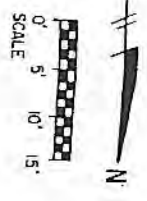
DATE: 11/96

SHEET 4

EXHIBIT "C"



FLOOR PLAN

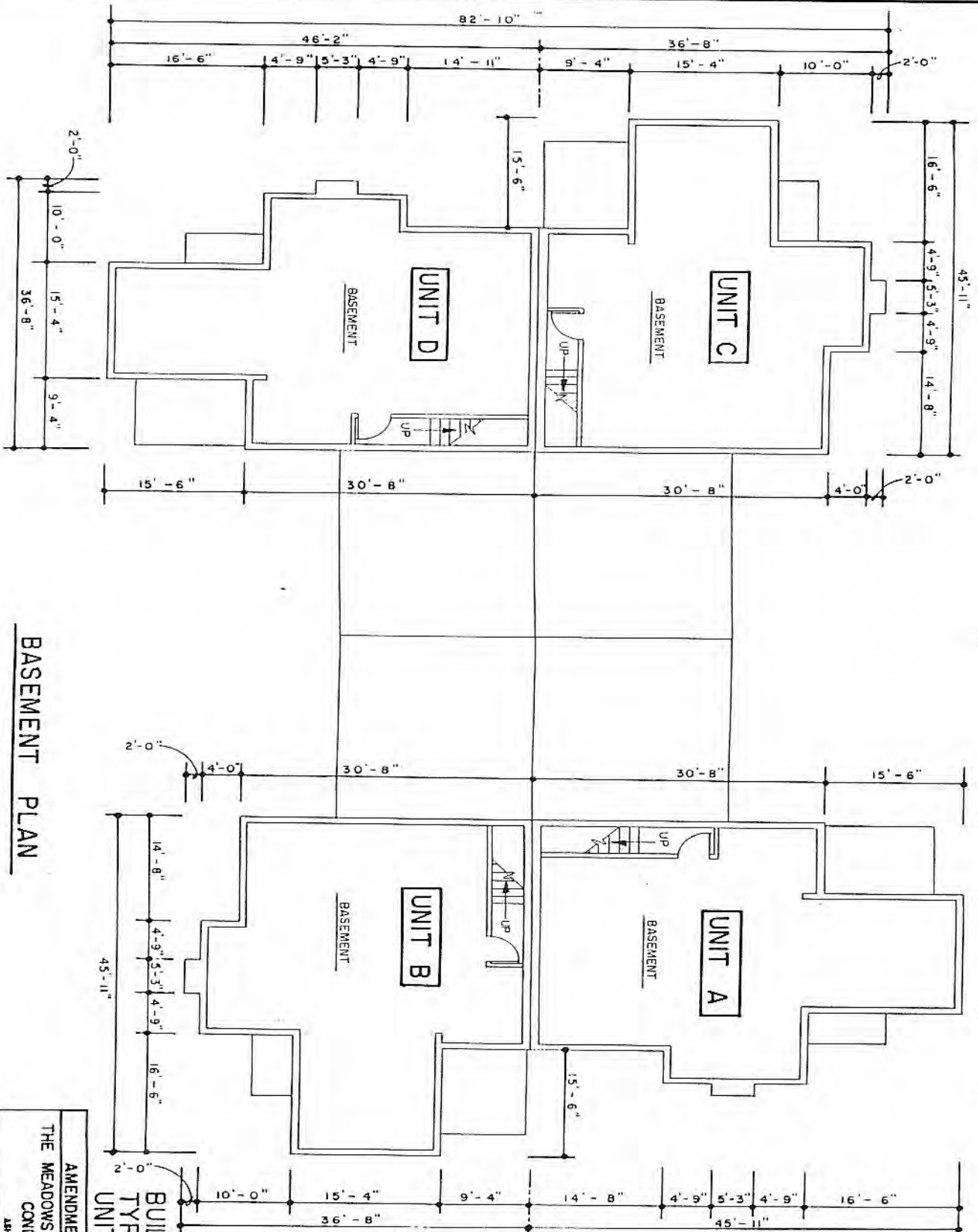


BUILDING NO. 8
TYPE V
UNITS A, B, C & D

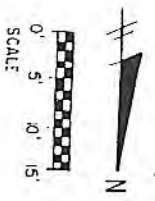
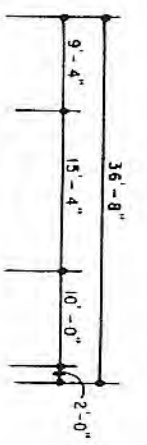
AMENDMENT NO. 2
THE MEADOWS AT PHEASANT RUN
CONDOMINIUMS
 ASHLAND, OHIO

PREPARED BY:	DATE:
GRINDLE & BENDER	1/11/96
ARCHITECTURE-ENGINEER	SCALE:
ASHLAND, OHIO	3/4" = 1'
	J.R.K. OF

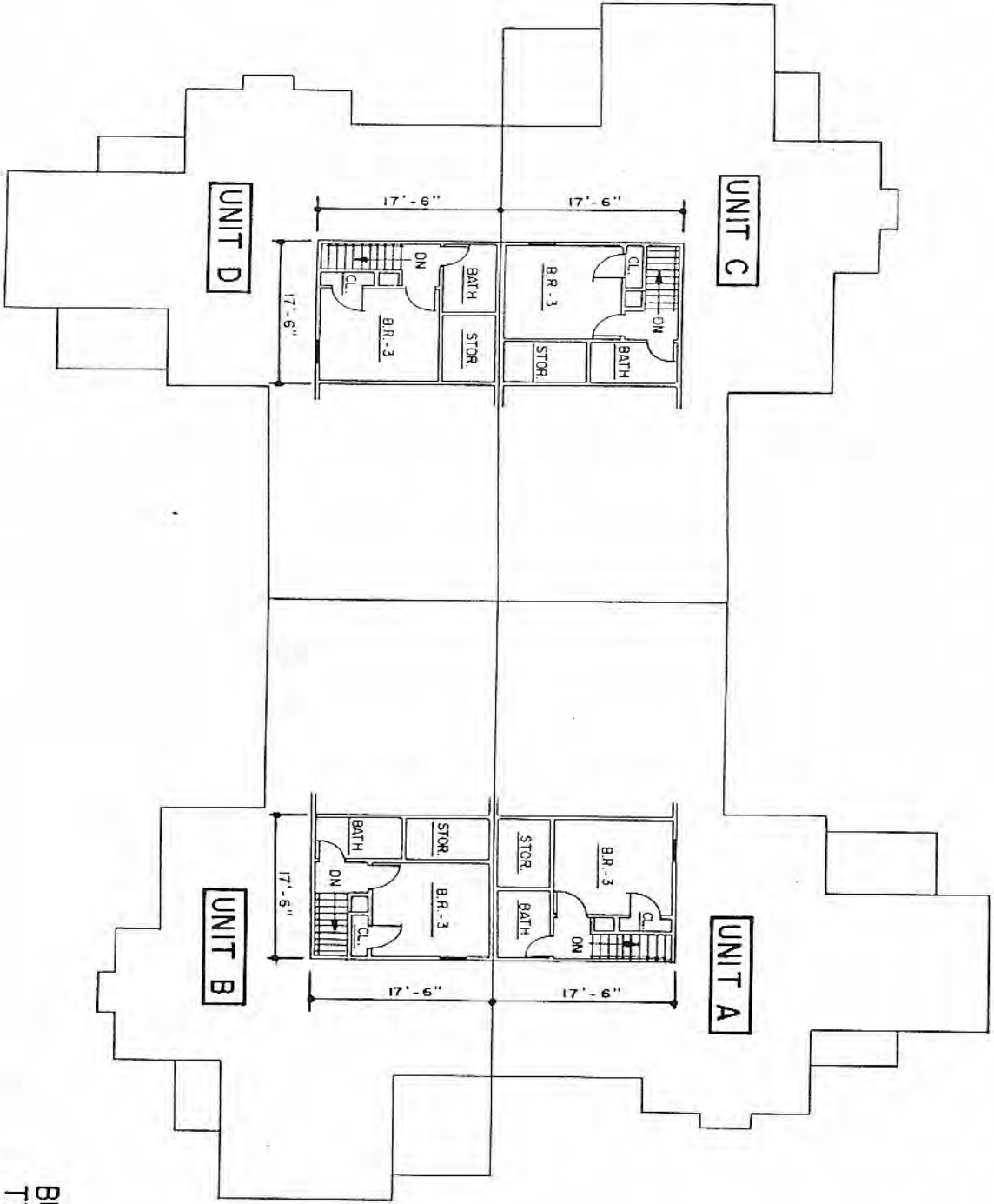
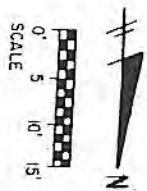
EXHIBIT "C"



BASEMENT PLAN



AMENDMENT NO. 2 THE MEADOWS AT PHEASANT RUN CONDOMINIUMS ASHLAND, OHIO		BUILDING NO. 8 TYPE V UNITS A, B, C, D
PREPARED BY: GRINDLE & BENDER ARCHITECTURE & ENGINEERING ASHLAND, OHIO	DATE: 1/11/96	DRAWN BY: J.R.K.

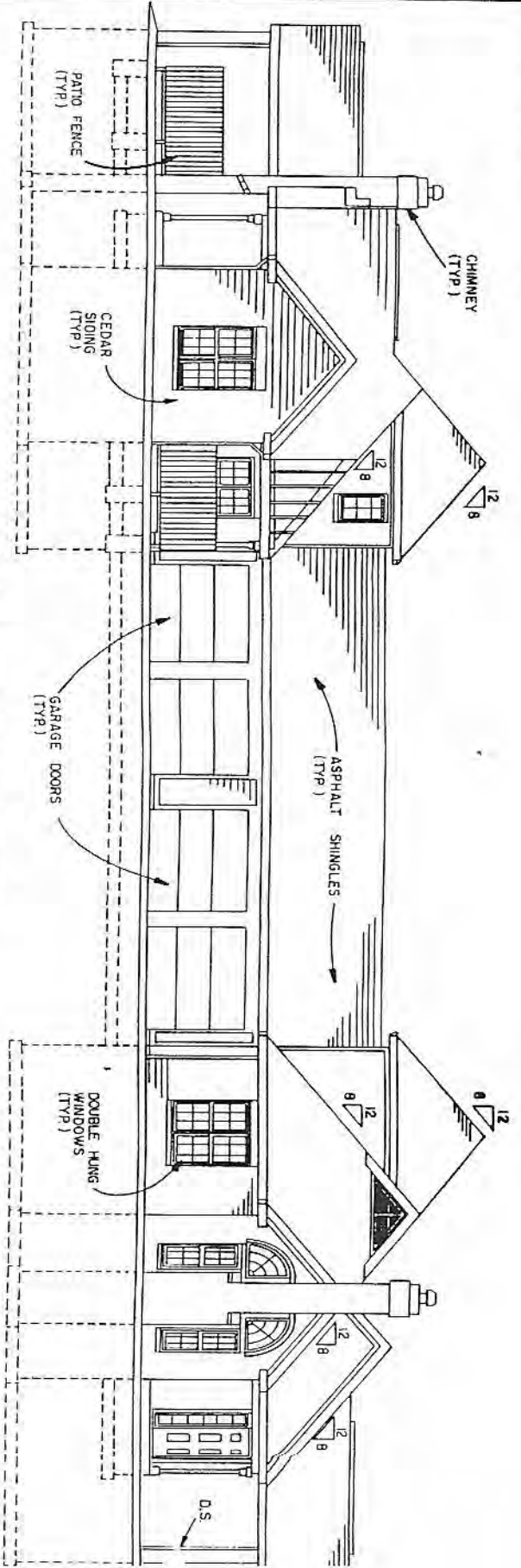


LOFT FLOOR PLAN

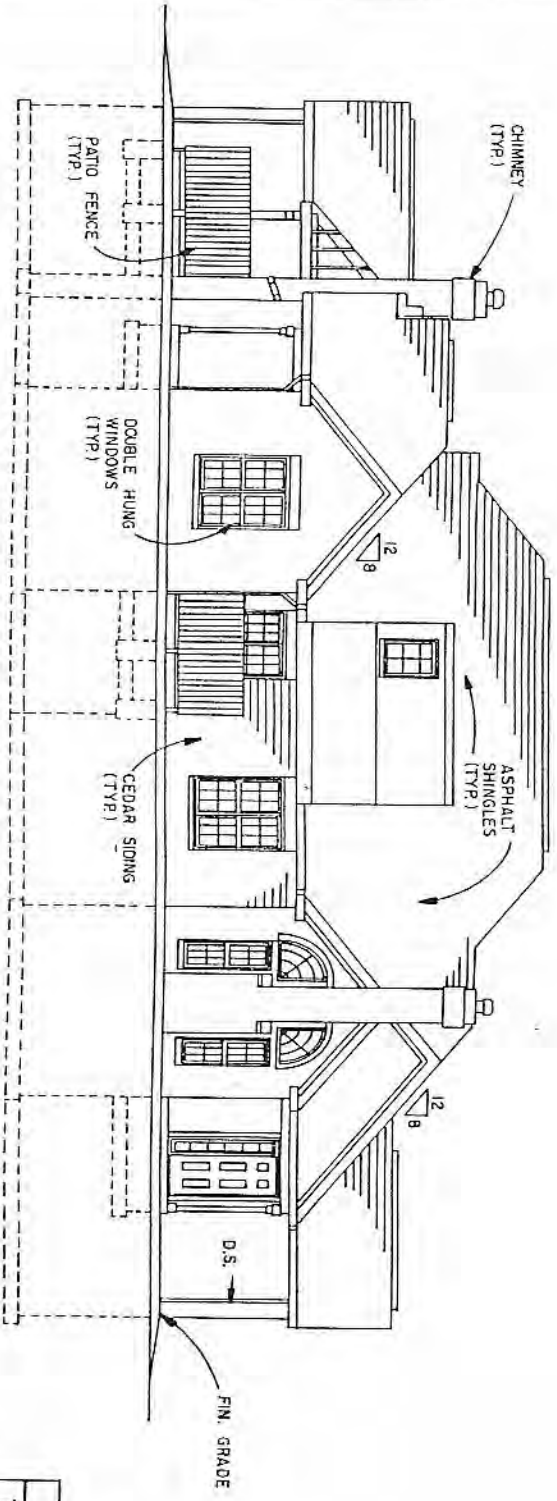
BUILDING NO. 8
 TYPE V
 UNITS A, B, C & D

AMENDMENT NO. 2
 THE MEADOWS AT PLEASANT RUN
 CONDOMINIUMS
 ASHLAND, OHIO

PREPARED BY:	DATE:
GRINDLE & BENDER	1/11/96
ARCHITECTURE-ENGINEERING	DRAWN BY:
ASHLAND, OHIO	J.R.K.
	OF



EAST & WEST ELEVATION



NORTH & SOUTH ELEVATION

BUILDING NO. 8
 TYPE I
 UNITS A, B, C & D

AMENDMENT NO.

THE MEADOWS AT PLEASANT RUN
 CONDOMINIUMS

ASHLAND, OHIO

PREPARED BY:	DATE:
GRINDLE & BENDER	1/11/96
ARCHITECTURE - RING-SHAW/VEINING	DRAWN
ASHLAND, OHIO	J.R.K.

AFFIDAVIT

State of Ohio
Ashland County, SS.

Now comes J & B Investment Co., Inc., by and through Robert S. Stokes, Vice President, who being first duly sworn according to law, says:

1. That J & B Investment Co., Inc. is the owner of The Meadows at Pheasant Run Condominiums pursuant to the Declaration of Condominium Property, recorded in Volume 585, Pages 848-899, of Ashland County, Ohio Deed Records and the By-laws attached thereto.

2. That pursuant to the Declarations and By-Laws that it may add additional real estate and condominium units to The Meadows at Pheasant Run Condominium, as more fully described in the Amendment to Add Real Estate.

3. That a copy of said Amendment is being sent to all unit owners and their respective mortgagees.

J & B INVESTMENT CO., INC.

By Robert S. Stokes
Robert S. Stokes
Vice-President

Sworn to before me and subscribed in my presence this 2nd
day of February, 1996.

Cheryl R. Burkholder
Notary Public

Cheryl R. Burkholder
Notary Public, State of Ohio
My Commission Expires, Oct. 4, 2000

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS

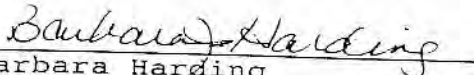
This will certify that copies of this
Amendment with the Description, Unit
Information Sheet, Drawings and Affidavit,
attached thereto as Exhibits A, B, C and D
respectively, have been filed in the office
of the County Auditor, Ashland County, Ohio.

February 2, 1996


S. E. Ryland, County Auditor

7062

Received for record February 2, 1996 at 1:39 o'clock,
P M. Recorded February 2, 1996 in ~~Deed~~ Volume 22,
Page 592-606, Ashland County, Ohio. OR


Barbara Harding
County Recorder

Recorder's Fee: \$ 68.00

This instrument prepared by:
Fred M. Oxley
Attorney at Law
100 West Main Street
Ashland, Ohio 44805

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS

This will certify that copies of this
Amendment with the Description, Unit
Information Sheet, Drawings and Affidavit,
attached thereto as Exhibits A, B, C and D
respectively, have been filed in the office
of the County Auditor, Ashland County, Ohio.

December 8, 1994


S. E. Ryland, County Auditor

185764

Received for record December 8, 1994 at 10:54 o'clock,
A. M. Recorded December 8, 1994 in Deed Volume 588,
Page 11-39, Ashland County, Ohio.


Barbara Harding
County Recorder

Recorder's Fee: \$ 124.00

This instrument prepared by:
Fred M. Oxley
Attorney at Law
100 West Main Street
Ashland, Ohio 44805

ADDITION OF CONDOMINIUMS
THE MEADOWS AT PHEASANT RUN CONDOMINIUMS
CITY OF ASHLAND, ASHLAND COUNTY, OHIO

WHEREAS, J & B Investment Co., Inc., hereafter referred to as "Developer," is the owner in fee simple of the hereinbelow described real estate; and,

WHEREAS, it is the desire of Developer to add contiguous real estate upon which there are five (5) buildings consisting of twenty (20) units to the provisions of Section 5311 of the Ohio Revised Code for condominium ownership.

NOW, THEREFORE, Developer hereby declares:

Article I. Legal Description of Additional Real Estate

The legal description of the real estate being added herein is described in Exhibit A which is attached hereto and incorporated herein by reference.

Article II. Name and Address

The name by which these additions are to be identified is The Meadows at Pheasant Run Condominiums and its address is unchanged from the Declaration of Condominium Property and Amendment recorded in Volume 585 Pages 848-899, Ashland County, Ohio Deed Records.

Article III. The Purpose of and Restriction on the Use of the Addition to Condominium Property

A) Purpose

The purpose of said addition and the units set forth therein is to be the same as stated in the Declaration of Condominium Property, recorded in Volume 585, Pages 848-899 of Ashland County, Ohio Deed Records.

B) Restrictions

The restrictions on the use of said addition are to be the same as those stated in the Declaration of Condominium Property recorded in Volume 585, Pages 848-899 of Ashland County, Ohio Deed Records.

Article IV. General Description of Buildings

The unit designation, layout, location, designation, approximate area, numbers of rooms and dimensions of each unit and the layout, location and dimensions of the common areas and facilities to be added, insofar as it is graphically possible are shown on the set of drawings prepared by Grindle and Bender, Architect and Surveyor of Ashland, Ohio. Said drawings are attached hereto as Exhibit C. The percentage of interest of such common areas to each unit are stated in Exhibit B. The basis for such allocation, how such interest is alterable, the principal materials of which the buildings are constructed and the method by which the original Declaration can be amended are to be the same as those listed in the Declaration of Condominium Property, recorded in Volume 585, Pages 848-899, of the Ashland County, Ohio Deed Records.

Article V. Unit Owners Association

Each unit added herein shall be a member of the Unit Owners Association as provided in the Declaration of Condominium Property, recorded in Volume 585, Pages 848-899 of the Ashland County, Ohio Deed Records.

Article VI. Limitations

All units herein added are subject to all the provisions of Declaration of Condominium Property and the By-laws of The Meadows at Pheasant Run Condominiums.

Article VII.

The name and address of the person to receive service of process for the Unit Owners Association and the methods by which the Declaration of Condominium may be amended are set forth in the Declaration of Condominium Property recorded in Volume 585, Pages 848-899 of the Ashland County, Ohio Deed Records.

IN WITNESS WHEREOF, said corporation has hereunto set its hand this 7th day of December, 1994.

Signed in the presence of:

Fred M. Oxley
Fred M. Oxley
Karen Imhoff
Karen Imhoff

J & B INVESTMENT CO., INC.
By Robert S. Stokes
Robert S. Stokes
Vice President

State of Ohio
Ashland County, SS.

Before me, a Notary Public in and for said County and State, personally appeared the above named J & B Investment Co., Inc., by Robert S. Stokes, its Vice President, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my name and official seal this 7th day of December, 1994.

Karen Imhoff
Notary Public

Karen Imhoff, Notary Public
State of Ohio
My Commission Expires May 4, 1997