

Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com

Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318





Effective 1/1/07

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:1-4-10 of the Administrative Code.
TO BE COMPLETED BY OWNER (Please Print)

Property Address: 133 Phoenix DR.

Owners Name(s): Betty LUTHY

Date: 12/12/08, 20

Owner [] is [X] is not occupying the property. If owner is occupying the property, since what date:

Purpose of Disclosure Form: This is a statement of the condition of the property and of information concerning the property actually known by the owner as required by Ohio Revised Code Section 5302.30. Unless otherwise advised in writing by the owner, the owner, other than having lived at or owning the property, possesses no greater knowledge than that which could be obtained by a careful inspection of the property by a potential purchaser. Unless otherwise advised, owner has not conducted any inspection of generally inaccessible areas of the property. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER OF THE PROPERTY. THIS STATEMENT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION.

Owner's Statement: The representations contained on this form are made by the owner and are not the representations of the owner's agent or subagent. This form and the representations contained in it are provided by the owner exclusively to potential purchasers in a transfer made by the owner, and are not made to purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate. For example, although some questions are limited to the past five years material problems or defects that occurred over five years ago that have not been fully corrected are required to be disclosed.

Instructions to Owner: (1) Answer ALL questions. (2) Identify any material matters in the property that are actually known. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):
[X] Public Water Service [] Holding Tank [] Unknown
[] Private Water Service [] Cistern [] Other
[] Private Well [] Spring
[] Shared Well [] Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water?
[] Yes [X] No If "Yes", please describe:

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [X] Yes [] No
If owner knows of any leaks, backups or other material problems with the water supply system or quality or quantity of the water since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed:

Owner's Initials [Signature] Date 12/12/08 Purchaser's Initials / / Date / /

Property Address 133 Phoenix Dr

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer Private Sewer Septic Tank
 Leach Field Aeration Tank Filtration Bed
 Unknown Other

If not a public or private sewer, date of last inspection: _____

Do you know of any current leaks, backups or other material problems with the sewer system servicing the property? Yes No

If "Yes", please describe: _____

If owner knows of any leaks, backups or other material problems with the sewer system since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any current leaks or other material problems with the roof or rain gutters? Yes No

If "Yes", please describe: _____

If owner knows of any leaks or other material problems with the roof or rain gutters since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No

If "Yes", please describe and indicate any repairs completed: _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backlog; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector. Have you ever had the property inspected for mold by a qualified inspector?

~~Yes~~ No If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):

Do you know of any movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe: _____

If owner knows of any repairs, alterations or modifications to control the cause or effect of any problem identified above, since owning the property (but not longer than the past 5 years), please describe: _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) MECHANICAL SYSTEMS: Do you know of any current problems or defects with the following mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system since owning the property (but not longer than the past 5 years): _____

Owner's Initials WJ Date 12-12-08 Purchaser's Initials _____ Date _____
P.O.A.

Property Address 133 Phoenix Dr

G) WOOD BORING INSECTS/TERMITES: Do you know of the presence of any wood boring insects/termites in or on the property or any existing damage to the property caused by wood boring insects/termites? Yes No

If "Yes", please describe: _____

If owner knows of any inspection or treatment for wood boring insects/termites, since owning the property (but not longer than the past 5 years), please describe: _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

I) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

J) DRAINAGE/EROSION: Do you know of any current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe: _____

If owner knows of any repairs, modifications or alterations to the property or other attempts to control any flooding, drainage, settling, grading or erosion problems since owning the property (but not longer than the past 5 years), please describe: _____

K) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, which could affect the property? Yes No

If "Yes", please describe: _____

Is the property subject to any rules or regulations of, or the payment of any fees or charges to, a Homeowners Association, Condominium Association or any other Community Association? Yes No

If "Yes", please describe: SEE OFFICE FOR DETAILS

Owner's Initials W.A. Date 12-12-08
P.O.A.

Purchaser's Initials _____ / _____ Date _____ / _____

Property Address 133 pheenix Dr

- L) **BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?
- | | Yes | No | | Yes | No |
|---------------------------|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
| 1) Boundary Agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments from or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If the answer to any of the above questions is "Yes", please describe: _____

M) **UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

N) **OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner represents that the statements contained in this form are made in good faith based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

X OWNER: [Signature] DATE: 12-12-08
OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____
PURCHASER: _____ DATE: _____



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 133 Phoenix Dr. Dover

Buyer(s): _____

Seller(s): Betty Luthy

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____

AGENT(S)

BROKERAGE

The seller will be represented by _____, and _____

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Don R. Wallick and real estate brokerage Piscataway Martins will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD [Signature] 12-12-08 DATE

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

NORTH STAR OF DOVER
"GUIDELINES FOR COMMUNITY LIVING"
EFFECTIVE 01/01/2000

ABSENCE: If a resident contemplates being absent for an extended period of time, the Community Manager should be provided with the departure and return dates of the resident as well as an emergency address and telephone number for contacting the resident.

ACCESS: The Community Manager reserves the right of access to the exterior of your home for routine maintenance and emergency situations. Any other visits by the Community Manager will be arranged in advance during reasonable hours.

ADDRESSES: Standardized house numbers will be provided and installed by the Community Manager.

ADULT COMMUNITY: North Star of Dover is a community for adults age 55 and over. The second occupant in any residence must be at least 35 years or older.

ALCOHOLIC BEVERAGES: Alcoholic beverages shall be confined to the individual residences and their patios, decks, or garages.

ANTENNAS/SATELLITE DISHES: Television Antennas and Satellite Dishes are acceptable if permitted by FCC regulations. "Ham" radio antennas or towers are not permitted in the community.

ASSIGNMENT/SUBLETTING: Each residential lease may not be assigned. New home owners may obtain a new lease from the Community Manager which will be in the form in effect at the time. Residential units may not be subleased.

AWNINGS: To promote architectural and aesthetic consistency, awnings may be installed only after obtaining permission from the Community Manager.

CLOTHESLINES: The installation of any outdoor clothes drying apparatus must be approved in advance by the Community Manager.

COMMERCIAL ACTIVITY: North Star of Dover is a residential community. Operation of any business which brings in an abnormal amount of traffic to a resident's home or which involves a steady stream of customers in and out of the community to the resident's home is prohibited. Any resident considering the operation of a low traffic, unobtrusive enterprise should contact the Community Manager to register and obtain permission.

COMMON AREAS: Residents are encouraged to use any common areas and treat them with due regard for the rights of others. This includes any Community House, Recreation Areas, Swimming Pool, or other facility now on the premises or constructed in the future.

COMPLAINTS: All complaints should be in writing and delivered to the Community Manager. The Community Manager will respond to them promptly. No anonymous complaints will be acknowledged.

CONTRACTORS: The Community Manager has a list of contractors who have been pre-approved to perform work within the community. It is our intent to promote a uniformly high standard of appearance in the community and to avoid the problems associated with poor workmanship, including mechanic's and materialman's liens.

DECKS AND ENCLOSURES: Decks and enclosures are permitted with the prior approval of the Community Manager. Written plans should be submitted to ensure that the design is consistent with other structures in the community and is aesthetically pleasing. Dover City approval may also be required.

DEPARTURES: Homes are the property of the owners and may be sold by them. Please contact the Community Manager as soon as you decide to move from the community and sell your home. The Manager can assist in various ways to make the sale of your home and your departure smoother. Any purchasers should be pre-approved by the Community Manager to ensure that they comply with the community's age limitations. Please contact the Community Manager for additional information about marketing your home.

FIREWORKS: Fireworks are not permitted within the community.

GUESTS: Please contact the Community Manager if you intend to have guests stay for more than seven consecutive days.

HEATING AND AIR CONDITIONING: Central heating and air conditioning is a requirement for any residence at North Star of Dover. No window units of any kind are allowed. Wood stoves and gas fireplaces are permitted as long as the installation complies with all state, federal, and local regulations as well as the requirements of the unit's manufacturer and the home's manufacturer.

HOME SET-UP: No home shall be set up within the community unless it complies in advance with North Star's requirements in effect at the time of its installation. These are available at any time from the Community Manager.

HOMESITE LAWN MOWING AND SNOW REMOVAL: North Star of Dover is responsible for all lawn mowing and fertilizing up to 3 times per year. Residents are free to landscape and plant gardens with prior approval of the Community Manager. Because of their permanence, all tree plantings should be specifically approved as well as any subsequent tree pruning. Because we use underground utilities at North Star, the Community Manager should be contacted before digging to avoid injury or death. North Star is also responsible for removal of any significant snowfalls.

INCONSISTENT GUIDELINES: To the extent that any of these Guidelines are inconsistent with local, state, or federal laws, those laws supercede that portion of the inconsistent guideline

INSURANCE: Residents are required to carry a homeowner's policy on their home with fire and extended coverage protection in an amount not less than the home's replacement cost and a policy of general public liability insurance with limits of \$500,000.00. North Star of Dover, L.L.C. should be shown as a co-insured on all policies, copies of which should be provided to the Community Manager. North Star of Dover, L.L.C. is not responsible for any loss or injury, by accident, fire, theft, or any other cause, whatsoever, which may occur on the North Star property.

LEASE: These guidelines, and future amendments, are incorporated by reference into your lease as if fully rewritten therein, and adherence to them is a requirement of continued residency.

OCCUPANCY: North Star of Dover was designed with a maximum of two permanent occupants per residence, both of whose names must be indicated on the residential lease. Application for a third resident (more than seven days) should be made to the Community Manager and prior approval obtained before any third occupant moves in.

OUTDOOR COOKING/FIRES: North Star of Dover allows gas or electric barbeque grills only; no wood or charcoal grills. Outdoor fires or outdoor fireplaces are not permitted for any reason.

PETS: Residents should notify the Community Manager if they keep cats or dogs, which shall be limited to no more than two (total) per home. Non-domestic animals and livestock, including pigs, are not permitted. Pets are not allowed to run freely in the community; they must be accompanied by their owner when outside the residence. Residents are also required to clean up after their pets. Pets which become noisy or unruly will not be allowed to remain. Pet owners are responsible for obtaining necessary pet licenses and required immunizations.

REFUSE REMOVAL: All residents of North Star of Dover shall have their refuse removed by the City of Dover Sanitation Department. Refuse should always be set out in sturdy containers or receptacle on the night before collection day, and should be promptly retrieved once empty.

RENT PAYMENT: Rent may be paid by personal check or money order as provided in your lease; cash is not acceptable. There is a late fee of \$2.00 per day.

REPAIR RESPONSIBILITY: In the event a resident's home is damaged or destroyed, the resident is obligated to either rebuild the residence or to clear off any debris and leave the homesite in a buildable condition. Any rebuilding must be coordinated through North Star of Dover.

RETURNED CHECKS: There is a \$25.00 fee for all returned checks which is due immediately upon return and which will be added to a resident's rent if not paid promptly.

RIGHTS OF MANAGEMENT: The rights of North Star contained within these guidelines are cumulative, and should the Community Manager fail to exercise any right at any time, it shall not serve to void any other rights. The waiver of any of these guidelines by the Community Manager should not be interpreted as an amendment of that or any other guideline.

SAFETY AND SECURITY: North Star of Dover is protected by the Dover Police and Fire Departments which can be reached by dialing 911.

SECURITY DEPOSITS: There are no security deposits at North Star of Dover.

SIGNS AND BANNERS: Prior approval from the Community Manager is required for the display of any signs and banners. "For sale" signs are not permitted in front of the residences.

SOLICITING: Door to door solicitations are not permitted in North Star of Dover.

STORAGE: Only patio furniture in good condition and barbeque grills may be kept outside the home. All other articles must be kept in the garage. Storage sheds are not permitted at North Star.

STRUCTURAL SPECIFICATIONS OF HOMES: Structural specifications of homes are intended to maintain a neat aesthetically pleasing, upscale community. The Community Manager will provide you with the current structural specifications when you first begin considering living at North Star. These specifications are subject to updating and current copies are available upon request from the Community Manager.

TERMINATION OF RESIDENCY: North Star reserves the right to terminate your residency in accordance with Ohio law, the provisions of these guidelines and the terms of your lease.

UTILITIES: North Star of Dover was designed to provide all traditional utility services using underground transmission facilities. This includes electricity, gas, water, sewer, telephone, and cable television. Residents should not begin digging in the soil without first contacting the Community Manager and ascertaining the location of all underground utility easements. Residents are responsible for contacting the appropriate provider and making arrangements to obtain service.

VEHICLES: Each resident is permitted two motor vehicles, both of which must be currently licensed and insured. The community streets are zoned for ingress and egress; joy riding is not permitted. Residents should park in their garages or driveways. Parking is not allowed on grassy areas. Recreational vehicles may be parked at the resident's home site for a twenty- four hour period for purposes of loading and unloading. Automotive repairs are not permitted on your homesite. Noisy vehicles of any kind are not allowed in the Village. No trucks exceeding 3/4 ton, campers, boats, trailer, or other motor or accessory vehicles (other than conventional automobiles) may be parked at any homesite. Parking for guests or visitors shall be in driveways and designated areas. Motorcycles are permitted for ingress and egress to the community but should be parked in the resident's driveway or garage.

VIOLATIONS OF GUIDELINES: Residents who violate these guidelines may receive written notice from the Community Manager.

WEAPONS: No firearms or other weapons may be discharged within the community, and should not be displayed in public. This includes, but is not limited to, pistols, rifles, shotguns, bows, arrows, BB guns, slingshots, and anything else which could be recognized as a weapon.

RENTAL AGREEMENT
(One Year Minimum)

This Rental Agreement (hereinafter the "Agreement") is entered into this date of _____, 2_____, by and between North Star of Dover, L.L.C. (hereinafter the "Operator") and

_____ (hereinafter the "Owner") residing on the leased premises referred to below.

The Operator and Owner agree as follows:

1. Leased Premises

Operator, in consideration of the rents to be paid and covenants to be performed by Owner hereunder, hereby leases to Owner for the term and subject to the covenants and conditions hereinafter set forth, a certain lot known generally as Lot Number 17 in the North Star of Dover Community, situated on North Wooster Avenue, Dover, Ohio.

2. Term

The term ("term") of this agreement shall commence on _____, 2_____, (the "commencement date") and terminate 36 months thereafter (the "termination date"). The term shall be renewable for successive three (3) year terms by agreement of Operator and Owner upon execution of the Operator's then current Agreement, such renewal term to be subject to the rent, terms and conditions contained in subsequent Agreements.

3. Rent

Owner shall pay Operator as rent for the premises during the term of this Agreement a monthly rental of THREE HUNDRED FIFTEEN AND NO/100 Dollars (\$ 315.00), payable in advance. The monthly installments of said rent shall be due and payable on the first day of each month, in advance, and all payments shall be payable to the Operator at its designated address or at such other place or places as Operator shall from time to time otherwise designate with notice to Owner. There is a late fee of Two Dollars (\$2.00) per day.

Should Owner commence tenancy on a date other than the first of a month, rent payments due and payable for the initial and final month of residency will be prorated to that portion of those months actually covered by the Agreement. Except as provided herein, Owner shall pay the full cost of all utilities servicing the premises including, but not limited to, natural gas, electric, water, sewer, telephone, and cable television.

4. **Holdover**

If Owner fails to notify Operator in writing, 30 days or more prior to the expiration of the original term of this Agreement, of Owner's intention to vacate at the end of such term or, if Owner, or any party claiming under Owner, remains in possession of the Premises or any part thereof after the expiration of the term or any termination of this Agreement, Operator may terminate all further agreements and relations; however, Owner or such party claiming under Owner and authorized by Operator may, at Operator's discretion, be deemed an Owner from month-to-month at the same rent and all other terms and conditions set forth in this Agreement, subject to termination by either party upon 30 days written notice to the other party.

5. **Security Deposit**

There are no security deposits at North Star of Dover.

6. **Obligations of Owner**

During the term of this Agreement, the Owner shall (a) keep the premises in a safe and sanitary condition; (b) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; (c) keep all plumbing fixtures in the premises as clean as their condition permits; (d) use and operate all electrical and plumbing fixtures properly; (e) comply with requirements imposed on Owners by all applicable state and local housing, health and safety codes; (f) personally refrain, and forbid any other person who is on the premises, from intentionally or negligently destroying, defacing or damaging the lot, North Star's improvements, or utility equipment; (g) conduct himself/herself, and require other persons on the premises to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of adjacent homes; (h) and except for those obligations imposed upon the Operator as set forth in the Guidelines for Community Living, at the Owner's expense maintain and repair the subject premises; (i) abide by all Guidelines for Community Living adopted by the Operator now in effect and as may be amended in the future by the Operator governing the operation and maintenance of this community.

In accordance with Ohio laws, Owner is hereby notified that a second notice of violation

of any of the terms of this Agreement and of the Guidelines governing the operation of this community, including any amendments, within a six month period may result in the termination of this Agreement and all related agreements.

7. Incorporation by Reference

Prior to the execution of this Rental Agreement, Operator shall provide Owner with a copy of the Guidelines for Community Living which are incorporated into this lease by reference as if fully rewritten herein and which constitute a material part of this agreement for all purposes.

8. Repairs and Alterations

Without prior written consent of Operator, Owner shall not make any exterior alterations to the premises. By way of example, but not to the exclusion of any other situations, Owner agrees he/she will not undertake any exterior painting or make any structural repairs or alterations to the premises without the Operator's prior written approval.

9. Assignment and Sublease

Owner shall not assign this Agreement or any interest therein, and shall not sublease the premises or any interest therein. Any sublease or assignment, shall not relieve Owner from liability for payment of rent and other charges or fees herein provided, or from obligation to keep and be bound by the terms, conditions and covenants of this Agreement and of the Guidelines for Community Living. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Agreement or a consent to the assignment or subletting of the lot described above.

10. Eminent Domain

If all or any part of the premises is taken by or sold under threat of appropriation, this Agreement will terminate as of the date of such taking or sale.

11. Operator's Lien

For the rents to be paid by Owner, a lien is hereby reserved upon the premises and the interest of Owner therein in favor of Operator, prior and preferable to any and all other liens thereon whatsoever.

12. Default

In the event that: (a) the rent, or any part thereof, remains unpaid for thirty (30) days after it becomes due; (b) Owner's interest herein is sold under execution or other legal process; (c) Owner makes an assignment for the benefit of creditors; (d) any proceeding in bankruptcy or for a wage earner's plan, an arrangement or reorganization, or any other proceeding under any insolvency law, are instituted by or against Owner; (e) a receiver is appointed for the property of Owner; or (f) Owner fails to keep ant of the covenants of this Agreement, Operator shall be entitled to either terminate this Agreement or to continue to enforce all of the terms of this Agreement according to its terms, and Operator shall be entitled to such other rights granted by law.

13. Quiet Enjoyment

Operator agrees that if Owner pays the rents and keeps and performs the covenants of this Agreement, Owner will peaceably and quietly occupy the premises during the term hereof without any hindrance, ejection or molestation by Operator or any persons lawfully claiming under Operator.

14. Notice

All notices given under this Agreement shall be in writing and considered sent upon depositing the notice addressed to the respective party at the address set forth in this Agreement, in the U.S. mail, certified and postage prepaid, or by handing it to the other party in person.

15. Common Areas

Operator agrees to supervise and maintain all common areas of North Star in which the premises is located and to provide lawn maintenance and removal of significant snowfalls.

16. Lawn Care

Operator shall provide lawn care which consists only of regular lawn mowing and fertilizing up to three (3) times per year.

17. Binding Effect

This Agreement and the agreements of Operator and Owner contained herein shall be binding upon the heirs, executors, administrators, successors, agents and assignees of the respective parties.

18. Indemnification

Except as otherwise limited by Ohio Rev. Code 3733.01 et. seq., Owner agrees to indemnify and hold Operator harmless from any and all claims of whatever nature or kind arising out of or through Owner's use of premises.

19. Governing Law

Unless expressly agreed otherwise by the Operator and Owner, the terms of this Agreement and all related agreements shall be governed by the laws of the State of Ohio.

20. Receipt

Owner acknowledges receipt of a copy of this Rental Agreement, disclosing rental and all other charges, fees and assessments, and a copy of the Guidelines for Community Living prior to signing this agreement and assuming occupancy, and a signed copy of the rental agreement after signing.

OPERATOR:

North Star of Dover, L.L.C.
6068 Crown Rd. N.W.
P.O. Box 432
Dover, Ohio 44622
Agent: _____
Telephone: (330) 364-8282

Date

OWNER (S):

Date

Date

Auction Conducted By:
Don R. Wallick Auctions, Inc.
Auctioneers: Don R. Wallick
Brennan R. Wallick
Ryan W. Wallick

Don R. Wallick Auctions, Inc.
965 N. Wooster Avenue
Strasburg, Ohio 44680
info@WallickAuctions.com
<http://www.WallickAuctions.com>



Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318