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ARTICLES OF INCORPORATION  
OF  
ATTACHED HOMES CORPORATION

The undersigned, desiring to form a non-profit corporation under the non-profit corporation laws of the State of Ohio, Chapter 1702 of the Revised Code of Ohio, does hereby certify as follows:

ARTICLE I

NAME

The name of said non-profit corporation shall be Attached Homes Corporation.

ARTICLE II

LOCATION

The place in this state where the principal office of the corporation is to be located is in Washington Township, Montgomery County, Ohio.

ARTICLE III

PURPOSES AND POWERS

The purpose for which this non-profit corporation is formed, and various other provisions pertaining to this non-profit corporation and its powers, are set forth in the following sections of these Articles. This non-profit corporation, hereinafter sometimes referred to as the Corporation, does not contemplate pecuniary gain or profit to the members thereof, and the general purpose for which it is formed is to provide for the maintenance and preservation of Lots and any Restricted Common Area which are used for attached homes in a certain subdivision known as The Country Place. Further, the specific purposes for which this Attached Homes Corporation is formed are to administer any use restrictions imposed by a Supplementary Declaration of Covenants, Conditions and Restrictions upon those attached

homes and upon the Lots and any Restricted Common Area used for them, to perform or contract for exterior maintenance of those attached homes, Lots and Restricted Common Area, to hold title to Restricted Common Area (if any such area has been set aside as being restricted for the use of occupants of those attached homes) and to provide a central organization through which Owners of the proposed fifty-one (51) attached homes in The Country Place may, through a representative democracy approach and through officials they assist in electing, manage and control certain aspects of their living environment.

In order to fulfill the above purposes this Corporation shall have the following powers:

- A. To exercise all the the powers and privileges and to perform all the duties and obligations of the Attached Homes Corporation as set forth in the Supplementary Declaration which imposes the Covenants, Conditions and Restrictions applicable to attached homes in The Country Place;
- B. To fix, levy, collect and enforce payment of all assessments and other obligations imposed pursuant to the terms of that Supplementary Declaration;
- C. To pay all expenses regarding the maintenance and preservation of Lots and any Restricted Common Area used for such attached homes and regarding the operation of this Corporation.
- D. To acquire by any method and to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Attached Homes Corporation, as long as such actions are consistent with the purposes of this Corporation and are in accordance with the terms and conditions of the aforesaid Supplementary Declaration;
- E. To borrow money and to mortgage or pledge its personal property, including the pledge of intangible personal property in the form of assessments for common expenses, as security for money borrowed, but only to the extent consistent with the purposes of this Corporation and subject to the terms and conditions of the aforesaid Supplementary Declaration;
- F. To own, acquire, construct, operate and maintain any Restricted Common Area in a manner consistent with the purposes of this Corporation and as may be permitted under the terms of the Supplementary Declaration;
- G. To obtain, pay for and maintain liability insurance with regard to any Restricted Common Area and such other insurance with regard to the operation and management of the

Attached Homes Corporation, including surety bonds and/or officers and trustees insurance coverage, and also including fire and extended coverage and other insurance protection with regard to the attached dwelling structures, as the Attached Homes Corporation deems proper and as is consistent with the purposes of this Corporation and the provisions of the Supplementary Declaration;

H. To do any and all other things necessary, expedient, incidental, appropriate or convenient to the carrying-out of the foregoing purposes, or which will promote the common benefit and enjoyment of the occupants and owners of Lots used for the attached homes, to the extent not prohibited from doing so by the terms and conditions of the Supplementary Declaration;

I. To have and exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Ohio may now or hereafter have or exercise under the state statutes, to the extent not inconsistent with the purposes of this Corporation or the terms and conditions of said Supplementary Declaration.

#### ARTICLE IV

##### MEMBERSHIP

Every Owner of a Lot used for the attached homes shall be a Member of this Corporation, and every Member shall be the Owner of such a Lot. Membership shall be appurtenant to and shall not be separated from ownership of such a Lot, and shall terminate upon the sale or other disposition of the ownership interest in the Lot, at which time the new titleholder automatically shall become a Member of this Corporation.

"Owners" of such Lots shall exclude the Developer and Builders as defined in the Supplementary Declaration, but shall include purchasers on land installment contracts as those instruments are defined in Ohio Revised Code, Chapter 5313, but only to the extent such a contract is recorded with the Recorder of Montgomery County, Ohio so as to give record notice of the existence of that contract. With regard to other forms of executory contracts for the sale of any Lot used for the attached homes, the contract sellers shall still be deemed to constitute the "Owners" of such Lots for the purpose of membership in this Corporation, until the closing has occurred and the deed to a new Owner has been duly recorded. In any event, the concept of "Owner" shall exclude those holding record title or a similar interest merely as security for the performance of an obligation.

There shall be one vote for each Lot used for the attached homes, and in the event title to any such Lot is held by

more than one Owner the vote for that Lot shall be exercised in the manner provided in the Supplementary Declaration or in the By-Laws of this Corporation.

ARTICLE V

TRUSTEES

The affairs of this Corporation shall be managed by a Board of Trustees. All Trustees shall be natural persons and must be Members of this Corporation except for those persons serving as Trustees through appointment by the Developer. The number of Trustees may be changed by a vote of the Members of the Corporation as provided in the By-Laws, but in no event shall the number of Trustees be less than three. The names, addresses and terms of office of the persons who are to act in the capacity of initial Trustees (and who shall be deemed to have been appointed by the Developer) are set forth below (all terms of office commence with the filing of those Articles with the Secretary of State of Ohio):

<u>NAME</u>	<u>ADDRESS</u>	<u>TERM OF OFFICE</u>
(1) GERALD T. KOSZYCKI	8875 Holly Hock Road Cincinnati, Ohio 45206	terms of these Trustee positions to be as specified in the Supple- mentary Declaration.
(2) BARBARA A. DUCKRO	37 Irongate Park Drive Centerville, Ohio 45459	
(3) JOHN E. DUCKRO	37 Irongate Park Drive Centerville, Ohio 45459	

Any Trustee holding office through appointment by the Developer may resign prior to expiration of his term, and may also be removed by the Developer with or without cause prior to expiration of his term of office as Trustee. Any vacancy in a Trustee position appointed by the Developer may be filled by the Developer appointing a successor Trustee for the balance of the unexpired term.

ARTICLE VI

DURATION and DEFINITIONS

Attached Homes Corporation shall exist perpetually unless dissolved or merged earlier under the terms of these Articles of Incorporation.

For all purposes throughout these Articles of Incorporation, the definitions contained in the Supplementary Declaration which imposes the Covenants, Conditions and Restrictions applicable to the Lots and any Restricted Common Area used for the attached homes shall apply as well as the definitions in the original Declaration for The Country Place as recorded at deed microfiche 82-200A01, to the extent they do not conflict with definitions in the Supplementary Declaration, and those definitions are incorporated by reference in these Articles of Incorporation as fully as though completely rewritten.

## ARTICLE VII

### DISSOLUTION

Attached Homes Corporation may be dissolved as long as another non-profit corporation has been created to act as the community organization corporation that is required by the Supplementary Declaration, and as long as all assets have been transferred to the new corporation. This Corporation is hereby given full power and authority to participate in mergers and consolidations with other non-profit corporations organized for the same general purposes. Such dissolution, merger or consolidation shall require the written assent or voted approval of not less than seventy-five percent of Members of this Corporation.

## ARTICLE VIII

### DEALINGS WITH CORPORATION

A Trustee or officer of the Corporation shall not be disqualified by his office from dealing or contracting with the Corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Corporation be void or voidable or in any way affected or invalidated by reason of the fact that any Trustee or officer of any firm of which such Trustee or officer is a member, or any entity of which such Trustee or officer is a shareholder, director, manager or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such Trustee, officer, firm or entity is so interested must be disclosed to or known by the Board of Trustees or such members thereof as shall be present at the meeting of said Board at which action is taken upon such matters.

To the extent that such disclosure was made, no Trustee or officer shall be accountable or responsible to the Corporation for or in respect of any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act.

Any such Trustee or officer may be counted in determining the existence of a quorum at any meeting of the Board of Trustees of this Corporation which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or an entity of which he is a shareholder, officer, manager, or trustee, were not interested in such transaction, contract or act.

## ARTICLE IX

### INDEMNIFICATION OF TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES

A. Litigation, etc. other than that filed by or on behalf of this Corporation. In case any person was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative) other than an action by or in the right of this Corporation, by reason of the fact that he is or was a Trustee, officer, employee, or agent of this Corporation or is or was serving at the request of the Corporation as a director, trustee, officer, employee, or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust, or other enterprise, this Corporation shall indemnify such person against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of this Corporation and (with respect to any matter the subject of a criminal action or proceeding) if he had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of Attached Homes Corporation or (with respect to any matter the subject of a criminal action or proceeding) that he had reasonable cause to believe his conduct was unlawful.

B. Litigation, etc. by or on behalf of the Corporation. In case any person was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee,

officer, employee or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust, or other enterprise, this Corporation shall indemnify such person against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Attached Homes Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Common Pleas, or such other court in which such action or suit was brought or decided shall determine that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court shall deem proper.

C. Case by case decision as to indemnification. Any indemnification under paragraphs A. or B. immediately above in this Article IX, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, director, officer, employee, or agent of this Corporation is proper in the circumstances because he has met the applicable standard of conduct set forth in said paragraph A. or B. Such determination shall be made (1) by a majority vote of a quorum consisting of Trustees of the Corporation who were not and are not parties to or threatened with any such action, suit or proceeding; or (2) if such a quorum is not obtainable or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; or (3) by the Members of the Corporation; or (4) by the Court of Common Pleas of Montgomery County, Ohio or such other court in which such action, suit, or proceeding was brought or decided.

Any determination made by the disinterested Trustees under clause (1) of this paragraph shall be communicated promptly to any person who threatened or brought the action or suit by or in the right of the Corporation referred to in paragraph B. of this Article IX. If within ten days after the receipt of such notification such person shall petition the Court of Common Pleas or the court in which such action or suit was brought or decided to review the reasonableness of such determination, no action in implementing such determination shall be taken until after the final judgment of such court has been had and such determination has been modified to the extent necessary to accord with such

judgment. If, however, such person shall not have filed such a petition within said ten days, the Corporation shall proceed to implement such determination.

D. Advance payment of expenses. Expenses, including attorney's fees, incurred in defending any action, suit, or proceeding referred to in paragraphs A. or B. of this Article IX may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Trustees in the specific case upon the receipt of an undertaking by or on behalf of the Trustee, director, employee, or agent to repay such amount unless it shall ultimately be determined that said person is entitled to be indemnified by the Corporation as authorized in this Article IX.

E. Mandatory indemnification for successful defenses. To the extent that a Trustee, director, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraphs A. or B. of this Article IX or in any defense of any claim, issue or matter therein, the Corporation shall indemnify that person against expenses, including attorney's fees, actually and reasonably incurred by that person in connection therewith.

F. Other possibilities of indemnification. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under the Articles or the Regulations or By-Laws of the Corporation or any agreement, vote of Members of the Corporation, or vote of disinterested Trustees, or otherwise, both as to action in the official capacity of such person and as to action in another capacity while holding such office. These rights of indemnification shall continue as to a person who has ceased to be a Trustee, director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. Notwithstanding any repeal of this Article IX or other amendment thereof, the indemnification provided for in this Article IX shall be binding upon the Corporation in accordance with the provisions hereof as to all actions, suits, or proceedings instituted or threatened which arise out of matters occurring during, or referable to, the period prior to any such repeal or amendment.

G. Maximum indemnification permitted under Ohio law. Notwithstanding the foregoing, the provisions of this Article IX shall be deemed to be amended automatically to provide for the maximum indemnification permitted under Section 1702.12(E) of the Ohio Revised Code, including amendments thereto, or any comparable provisions of any future Ohio statute. In order to implement the foregoing, the Trustees of this Corporation are authorized to amend the provisions of Paragraphs A. through F. of



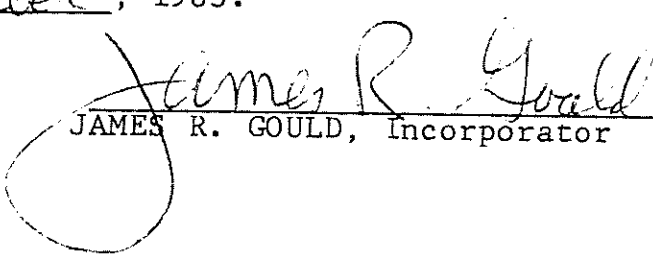
this Article IX to provide for such indemnification; such amendments shall be deemed to have been adopted and approved by the requisite vote or written consent of the Members of the Corporation (under Ohio Revised Code Sections 1702.38 and 1702.25) through the initial adoption and filing of these Articles of Incorporation and through the voluntary action of every Member of the Corporation in purchasing a Lot used for any of the attached houses and closing the purchase of that Lot as such time as these Articles (or a true copy thereof) had been filed for record in the Office of the Recorder of Montgomery County, Ohio, as an exhibit to and a part of the Supplementary Declaration of Covenants, Conditions and Restrictions applicable to the attached houses in The Country Place so as to give record notice of these indemnification provisions and of this provision for the authorization of such future amendments to each prospective Member of this Corporation.

## ARTICLE X

AMENDMENTS

Amendment of these Articles shall require and may be made by the same votes or consent and in the same manner as such Supplementary Declaration may be amended, as provided in Section 11.5 thereof which is incorporated herein by reference, except to the extent provided in Article IX above relating to Indemnification of Trustees, etc.; and such amendment shall be adopted and filed for record with the Recorder of Montgomery County, Ohio in the same manner as is described in said Supplementary Declaration with regard to amendments thereof.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, the undersigned incorporator has executed these Articles of Incorporation on this 7th day of September, 1983.

  
 \_\_\_\_\_  
 JAMES R. GOULD, Incorporator



15396

DEK D. PEGG  
RECORDER

154<sup>00</sup>C

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MOH... OHIO  
RECORDED

SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

FOR MAP SEE  
PLT BK. 118  
PG 6

Prepared by:

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SEP 12 83

NO TYPED REVISIONS  
NEEDED  
FOR COUNTY AUDITOR

83 428A01

Copyright Statement

This instrument was prepared by JAMES R. GOULD of the law firm of Altick & Corwin, 1300 Talbott Tower, Dayton, Ohio 45402 for the exclusive use of John E. Duckro, Inc. and solely with regard to the development of the specific parcel of real estate described in Exhibit A to this Supplementary Declaration plus development of the "Additional Property" described in Exhibit E of the original Declaration for The Country Place, as recorded at deed microfiche 82-200A01, to the extent such Additional Property subsequently is made part of that development. Any reproduction or other use of all or any part of the language contained herein is expressly prohibited except with regard to the sale, transfer, financing or insuring of any real estate lot which is included within The Country Place or the administration or management of that development.

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## CHAPTER I

### DEFINITIONS

All definitions from the Declaration which established The Country Place are binding upon the Lots and attached homes (and any Restricted Common Area) subject to this Supplementary Declaration except to the extent that the terms of any such definition make it clear that it would be inappropriate to so apply that definition.

Section 1.1. Articles of Incorporation, for the purposes of this Supplementary Declaration, shall mean and refer to the Articles of Incorporation of Attached Homes Corporation; said Articles are attached to and made a part of this Supplementary Declaration by such attachment and by the doctrine of incorporation by reference, are identified as Exhibit C, and may be amended from time to time as provided therein.

Section 1.2. Corporation shall mean and refer to Attached Homes Corporation and its successors and assigns.

Section 1.3. Builder shall mean and refer to a person or entity who or which acquires title to any Lot for the purpose of improving such Lot with an attached home in accordance with the Development Plan and for the purpose of reselling such improved Lot to a future Owner. If a Builder occupies an attached dwelling on any Lot as his principal residence and his only residence within a radius of one hundred miles, he shall be deemed to be an Owner as to that Lot, although he may continue to be a Builder as to other Lots. The category of Builder shall not include the Developer, however, as long as Developer status shall exist as defined in this Supplementary Declaration.

Section 1.4. By-Laws shall mean and refer to the administrative operating rules of Attached Homes Corporation which have been adopted by the Trustees of the Association and designated as such By-Laws; those By-Laws are attached to this Supplementary Declaration and made a part hereof by such attachment and through the doctrine of incorporation by reference, are identified as Exhibit D, and may be amended from time to time as provided therein.

Section 1.5. Declaration shall not refer to this Supplemental Declaration, but instead shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the entire real estate subdivision known as The Country Place, as the same may be amended from time to time as provided in that Declaration. That Declaration was recorded at deed microfiche 82-200A01 in the office of the Recorder of Montgomery County, Ohio.

Section 1.6. Developer shall mean, for the purposes of this Supplementary Declaration, John E. Duckro, Inc., a corporation duly organized and existing under the laws of the State of Ohio, and its successors and assigns to whom the status of Developer is expressly assigned in a written instrument and who assume the obligations of Developer (those created or referred to in this Supplementary Declaration) in the same or a separate written instrument. The status of Developer shall terminate at such time as all Lots in The Country Place that are available as sites for attached homes have been conveyed to Owners, and also after all sites included in the Additional Property (as defined in the original Declaration for The Country Place) that would be available for such attached homes have been made subject to this Supplementary Declaration and have been conveyed to Owners. If a period of seven years passes after such conveyance of the last such Lot then included in The Country Place without any part or further part of the attached homes portion of the Additional Property being added to that project, the status of Developer shall be deemed to have terminated at that time.

Section 1.7. Development Plan shall mean and refer to the drawing or plan which depicts the general arrangement of intended uses of all the real estate included in the subdivision known as The Country Place, which subdivision includes the Lots and any Restricted Common Area to be used for attached homes and also includes other land to be used for detached single family dwellings. That Development Plan is depicted in Exhibit F of the original Declaration.

Section 1.8 Lot, for the purposes of this Supplementary Declaration, shall mean and refer to each tract of land designated for one attached home within the real estate subdivision known as The Country Place. Such Lots are depicted on the record plan or plans (sometimes referred to as a plat or plats) attached to and made a part of this Supplementary Declaration marked Exhibit B. By this description any Restricted Common Area parcels of land, as depicted on any such record plan, are excluded from the meaning of the word Lot even though they may be assigned a lot number for the purposes of the subdivision recording procedures in Montgomery County, Ohio; and for the purposes of this Supplementary Declaration any such Restricted Common Area tracts of land shall not be deemed to constitute a Lot as defined herein but instead shall constitute Restricted Common Area (as defined below).

Section 1.9. Members, for the purposes of this Supplementary Declaration, shall mean and refer to members of Attached Homes Corporation. Every Owner of a Lot shall be a Member during such ownership, and membership shall be limited to such Owners. There is only one class of membership in Attached Homes Corporation.

Section 1.10. Owner, for the purposes of this Supplementary Declaration, shall mean and refer to the record

holder of the fee simple title to any Lot, whether one or more persons or entities (excluding the Developer and excluding any Builders). Further, the term Owner shall be deemed to include any Lot purchaser on a land installment contract as such instruments are defined in Ohio Revised Code, Chapter 5313, but only to the extent such a contract is recorded with and by the County Recorder so as to give record notice of the existence of that contract. The word Owner shall also be deemed to include contract sellers on other forms of executory contracts for the sale of a Lot. Owners shall hold no votes as such, but only in their capacity as Members of the Corporation. The term Owner shall exclude, however, those persons or entities holding record title or a similar interest merely as security for the performance of an obligation.

Section 1.11. Registered Notice shall mean and refer to any written notice to an Owner which has been signed for by the addressee-Owner or by the spouse, son, daughter or any domestic servant of such addressee; such Registered Notice to an Owner shall also mean and refer to any written notice which has been certified (or otherwise stated in writing) by the U.S. Postal Service or other delivery service as actually having been delivered into the mailbox at the address listed for the addressee on the records of the Corporation, or as to which delivery was attempted but was refused by the addressee or other persons at such address, to the extent such refusal is witnessed by an employee of the Postal Service or other delivery service.

Registered Notice shall also mean and refer to any written notice to the Developer, to a Builder, to a title holder of a Lot or to the Corporation which has been delivered (or as to which delivery has been attempted) in the manner described above, or which has been delivered to and signed for by any secretary, clerk or administrative or managerial employee of and in the office of the Developer, of such a Builder, of a title holder, or of the Corporation.

Section 1.12. Restricted Common Area shall mean and refer to all real estate designated as Restricted Common Area on any subdivision record plan regarding land described in Exhibit A of, or subsequently made subject to, this Supplementary Declaration, or designated as Restricted Common Area by this Supplementary Declaration, and shall also mean and refer to any real estate and any personal property owned and held by the Corporation. All such Restricted Common Area shall be held by the Corporation for the exclusive use and enjoyment of the attached homes and the occupants thereof, or for such limited portions of those attached homes and occupants thereof as may be specified in this Supplementary Declaration. It is not a requirement of this Supplementary Declaration, however, that any Restricted Common Area whatsoever be created by the Developer.

Section 1.13. Supplementary Declaration shall mean and refer to the within document which sets forth covenants, conditions and restrictions applicable to a portion of the real estate included in the subdivision known as The Country Place, which portion of land is divided into Lots improved by attached homes and may also be divided into some Restricted Common Area, as this document may be amended from time to time. As additional portions of the real estate in The Country Place are used for such attached homes, in accordance with the Development Plan, this Supplementary Declaration shall be amended so as to add to Exhibit A a description of such additional real estate to the description of the land subject hereto and to add to Exhibit B a copy of the plat of that land.

SUPPLEMENTARY DECLARATION

of Covenants, Conditions And Restrictions

for

the Attached Home portion of The Country Place

This Supplementary Declaration of Covenants, Conditions and Restrictions (Supplementary Declaration) is made and entered into by John E. Duckro, Inc. (Duckro) a corporation duly organized and existing under the laws of the State of Ohio.

W I T N E S S E T H:

THAT, WHEREAS, Duckro previously obtained approval of a residential planned unit development known as The Country Place from the Board of Township Trustees of Washington Township under a development plan that allows up to 51 attached homes and also up to 22 detached homes with each of those 73 homes to be situated on its own separate platted Lot; and

WHEREAS, in order to carry out the Development Plan in the most effective manner, Duckro (sometimes referred to as the Developer) deems it appropriate that the attached homes portion of The Country Place be subject to a Supplementary Declaration that establishes a separate non-profit corporation and separate organizational structure to maintain and control the smaller Lots occupied by these attached homes, and to blend the maintenance and control of those Lots and the homes into the Developer's overall plan for maintenance, control and organization of all of the property included in The Country Place; and,

WHEREAS, the fact that this Supplementary Declaration has been prepared and recorded to apply to the attached homes portion of The Country Place and the fact that a separate non-profit corporation has been created to administer this Supplementary Declaration does not mean that the land, buildings and improvements subject hereto are exempted from complying with all terms and conditions of the original Declaration applicable to the entire tract of real estate known as The Country Place, as it may be amended from time to time; and,

WHEREAS, all of the above recital paragraphs shall be deemed to constitute a part of the substantive provisions of this Supplementary Declaration;

#### DECLARATION

NOW, THEREFORE, Duckro hereby declares that the real estate described in Exhibit A, together with any additional real estate subsequently made subject to this Supplementary Declaration, and all buildings and improvements now or hereafter constructed or erected thereon shall be used, held, transferred, sold, conveyed, devised, encumbered, pledged, occupied, enjoyed, rented and leased (whether by operation of law or otherwise) subject to the terms and provisions hereinafter set forth in this Supplementary Declaration, each and all of which shall be deemed to constitute covenants running with the title to each and every portion of said real estate; and,

FURTHER, Duckro hereby delegates and assigns to Attached Homes Association the power and duty of implementing, administering and enforcing all the terms and provisions of this Supplementary Declaration.

CHAPTER II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 2.1.      Description of Property.    The real estate to be used for the first attached home portion of The Country Place is described in Exhibit A attached hereto and made a part hereof.

Section 2.2.      Ownership of Property.    The Developer, John E. Duckro, Inc., is the owner of the fee simple title to the real estate described in Exhibit A of this Supplementary Declaration.



## CHAPTER III

### THE CORPORATION

Section 3.1. Identification and Formation. The name of the Corporation is Attached Homes Corporation. It has been formed as an Ohio non-profit corporation pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio by the filing of the Articles of Incorporation with the office of the Secretary of State of Ohio. Those Articles of Incorporation have been attached to and made a part of this Supplementary Declaration as Exhibit C. The Corporation has duly adopted a set of administrative operating rules referred to as its By-Laws, and those By-Laws are attached to this Supplementary Declaration and made a part hereof, identified as Exhibit D.

Section 3.2. Duties and Authority of the Corporation. The Corporation shall have the duty of and authority for implementing, administering and enforcing all the terms and provisions of this Supplementary Declaration. In connection therewith, the Corporation shall hold title to any Restricted Common Area, shall pay the real estate taxes and assessments on any such Restricted Common Area, shall manage and maintain any such Restricted Common Area, and shall (to the limited extent provided in this Supplementary Declaration) have certain management and maintenance duties with regard to the Lots and the attached homes and any accessory improvements located thereon.

Sectin 3.3. Relationship to Duties of The Country Place Association. Under the Declaration applicable to the entire development known as The Country Place, a non-profit corporation was created known as The Country Place Association sometimes referred to as the Association. That Association shall continue to have the duty and authority to implement, administer and enforce all the terms and provisions of the Declaration itself (as opposed to the Supplementary Declaration), not only as to the detached houses but also as to the attached homes and the Lots on which they are located.

Section 3.4. Membership in the Corporation. Every Owner of a Lot, upon acquisition of such an ownership interest, shall become a Member of the Corporation automatically. Membership is appurtenant to and may not be separated from ownership of a Lot and shall terminate upon the sale or other disposition of an Owner's ownership interest in a Lot, at which time the new Owner of that Lot shall become a Member of the Corporation automatically. Membership shall be limited to Owners of Lots. No Owner shall have the power or right to disclaim, terminate or withdraw from membership in the Corporation or from any obliga-

tions which accompany the status as a Member, and no purported disclaimer, termination, withdrawal or waiver for such purpose shall be of any force or effect. When more than one person or entity is an Owner of a Lot, all such persons or entities shall be deemed to be Members.

(a) Definition of Membership Different from that for the Association. For the purposes of this Supplementary Declaration (but not for the purposes of the basic Declaration applicable to the entire development known as The Country Place) the definition of "Owner" excludes the Developer and excludes any Builders. Since membership in Attached Homes Corporation is limited to such Owners as are defined in this Supplementary Declaration, it is clear that neither the Developer nor any Builder may be Members of Attached Homes Corporation.

(b) Joint Membership in Corporation and in Association. Each Member of Attached Homes Corporation will also be a member of the Association. As explained on page 2 above, the Attached Homes Corporation and this Supplementary Declaration were not brought into existence to replace either the Association or the basic Declaration, but instead were and are intended to supplement them, so as to create a second level of organization and administration which is applicable solely to the attached homes and the Lots on which they are situated.

Section 3.5. Voting Rights. There shall as many votes as there are separate Lots used for attached homes. Each Member of the Corporation shall be entitled to the number of votes that equals the number of Lots owned by that Member. If any Lot is owned by more than one Owner so that there is more than one Member with regard to ownership of that Lot, the vote for that Lot shall be exercised by any one of such Members, unless an objection or protest or contrary vote by any other Member who is a co-Owner of the same Lot is made no later than five minutes after completion of the particular issue or election being voted upon, in which case no vote whatsoever shall be counted for such Lot.

Section 3.6. Relationship of Members to Board of Trustees and to Officers. The Members will have the right to elect members of a Board of Trustees as the terms of the original Trustees named in the Articles of Incorporation expire. The Board of Trustees holds all power and authority to act on behalf of the Corporation and to establish the policies of the Corporation, except as may be expressly provided to the contrary elsewhere in this Supplementary Declaration or in the statutes of Ohio dealing with non-profit corporations.

The Board of Trustees will appoint certain Officers to carry out the policies adopted and decisions made by the Board of Trustees. Accordingly, the Corporation will function on the theory of representative democracy, in that the Members will elect the Board of Trustees, and those elected representatives will hold the power and authority to act as and on behalf of the Corporation.

The Members of the Corporation do not hold direct authority to manage or operate the Corporation or to make decisions regarding it, with the exception of the election of Trustees and with the further exception of such specific matters as may be reserved to the Members by this Supplementary Declaration or by the statutes of the State of Ohio. As a result, all references to actions to be taken or decisions made by the Corporation shall be construed to mean action to be taken or decisions made by the Trustees, with the exception of such specific matters as may be reserved to the Members by this Supplementary Declaration or by the statutes of the State of Ohio.

Section 3.7. Terms of Original Trustees of Corporation. The Articles of Incorporation of Attached Homes Corporation created three numbered Trustee positions, named the three Trustees, and designated their terms as such to be for such length of time as specified in this Supplementary Declaration. The term of office of the first Trustee position shall continue until two years after this Supplementary Declaration is filed for record with the Recorder of Montgomery County, Ohio, or until 25% of the proposed 51 attached homes have been conveyed to Owners, whichever occurs later.

The term of office of the second Trustee position shall continue until the expiration of four years after this Supplementary Declaration is so recorded, or until 75% of the proposed 51 attached homes have been conveyed to Owners, whichever occurs later.

The term of office of the third and remaining Trustee position shall continue until six years after this Supplementary Declaration is so recorded, or until all of the proposed 51 attached homes have been conveyed to Owners, whichever occurs later.

## CHAPTER IV

### MAINTENANCE

#### Section 4.1. Maintenance of Restricted Common Area.

The Corporation shall be responsible for the maintenance and repair of the Restricted Common Area, if any exists, (except that the Corporation may assess as Attached Home Individual Lot Assessments the cost of maintenance and repair of any Restricted Common Area that is held for the use and enjoyment of only a portion and not all of the attached homes). Such maintenance and repair may include, without limitation, the performance of landscaping, installation of forms of vegetation, and the care, cutting and replacement of vegetation; all such activities shall be performed to the extent deemed necessary or appropriate by the Board of Trustees. Costs of such maintenance and repair performed by the Corporation shall constitute common expenses.

#### Section 4.2. Maintenance Required Because of

Negligent or Intentional Acts. In the event a need for maintenance or repair of any portion of real estate subject to maintenance obligations of Attached Homes Corporation is caused by the negligent or intentional act or failure to act of any title holder of, or of any person residing on, one of the attached home Lots, the cost of such maintenance and repair shall constitute, and shall be levied by the Corporation, as an Attached Home Individual Lot Assessment against the Lot owned or occupied by such title holder or resident; and the Corporation shall have authority to perform the maintenance and repair referred to in this paragraph and assess the costs thereof as such an assessment.

#### Section 4.3. Maintenance of Lots, Attached Homes and

Improvements on Lots. The Declaration for The Country Place places the responsibility for the maintenance and repair of each Lot and of every structure and improvement thereon upon the Owner or Builder who holds title to such Lot, and also provides that this Supplementary Declaration may shift such maintenance and repair obligations to the Attached Homes Corporation as the non-profit organization that is to administer the attached homes portion of The Country Place.

(a) By Builders---Both Lots and Structures. This Supplementary Declaration does not, however, shift that maintenance and repair obligation from any Builders, and instead each such Builder shall be fully responsible for the maintenance and repair of any Lot as to which that Builder holds title and for the maintenance and repair

of all dwellings, structures and improvements thereon, with such maintenance and repair to be performed in the manner described in the Declaration for The Country Place.

(b) Exterior and Structural Maintenance of Attached Homes Shifted from Owners to Corporation. As to the attached homes and other improvements constructed upon the Lots subject to this Supplementary Declaration, the duty of exterior and structural maintenance and repair is hereby shifted from the Owners to the Attached Homes Corporation, and that Corporation shall have the duty to comply with the maintenance responsibilities created for such dwellings and improvements by the Declaration for The Country Place, with the costs of doing so to constitute common expenses (to be paid by assessments as described in Chapter IX below).

All non-structural maintenance and repair of the interior of any attached home and other improvements upon a Lot shall be the sole responsibility of the Owner of that Lot.

(c) Owners to Maintain Lawns and Landscaping. Each Owner will have the primary responsibility of performing the maintenance and repair with regard to the lawn and landscaping areas on the Lot held by that Owner, with such maintenance and repair to be accomplished in the manner described in the Declaration which established The Country Place.

(d) Option of Owner to Contract with the Association for Lawn Care. If an Owner does not wish to have the responsibility for performing the maintenance and repair of lawn and landscaped areas of his Lot, he shall have the option of executing the standard Lawn Care Agreement of The Country Place Association, the non-profit organization which administers the entire real estate subdivision known as The Country Place, and thereby transferring to that Association the responsibility for maintaining such lawn and landscaped areas. Such standard Lawn Care Agreement may require the Owner to be bound by such Agreement for a stated minimum time and may contain other terms and conditions from time to time deemed necessary or appropriate by the Board of Trustees of the Association. The direct and indirect cost to the Association of such lawn and landscaping maintenance for any Lot covered by such a Lawn Care Agreement shall be assessed against that Lot and its Owner as a Special Individual Lot Assessment, under the Declaration.

CHAPTER V

RESTRICTED COMMON AREA

Section 5.1. Conveyance to Corporation. The Builder or Developer who holds title to any Restricted Common Area shall convey title to that Area to the Corporation as soon as reasonably possible after such Area has been created and made subject to this Supplementary Declaration. The conveyance shall be by a good and sufficient deed of general warranty so as to convey merchantable title free and clear of all liens and encumbrances and rights to take same, excepting the lien of real estate taxes and assessments due and payable for the first time in June or December (whichever first occurs) after the conveyance and thereafter, and excepting all terms and provision of the Declaration and this Supplementary Declaration.

Section 5.2. Owners' Right to Use and Enjoy. Each Owner shall have a right to use and enjoy all Restricted Common Area (except any such Area specified as being reserved for part and not all of the Lots and attached homes) which right shall be appurtenant to and shall pass to each succeeding Owner with title to the Lot without necessity of such right being mentioned in the conveyance, subject to all zoning controls, easements and restrictions of record including those imposed by this Supplementary Declaration. As to any Restricted Common Area limited to some but not all of the Lots and attached homes, the right to use and enjoy shall be appurtenant to and shall pass with title to those Lots in this same manner.

Section 5.3. Delegation of Use Rights. Any Owner may delegate the right of use and enjoyment of any Restricted Common Area to persons residing on the Owner's Lot and to the guests of the Owner and of such residents; persons who hold such a delegated right of use and enjoyment shall be subject to the same zoning controls, easements, restrictions, rules and regulations as are referred to above in this Chapter.

Section 5.4. No Mortgage or Sale of the Restricted Common Area. The Corporation shall not have the power or authority to mortgage or sell any portion or all of any Restricted Common Area.

Section 5.5. Easements for Utilities; Dedication of Streets. Notwithstanding the rights of Owners to use Restricted Common Area and the restriction against mortgage or sale of any Restricted Common Area, the Corporation shall have full power and authority to grant easements in any Restricted Common Area for utility purposes (including cable television) and to dedicate portions of any Restricted Common Area for use as part of public street rights-of-way.

## CHAPTER VI

### EASEMENTS

Section 6.1. Easement for Maintenance and Repair. The Corporation shall have an easement onto, over and through all of the land described in Exhibit A, including each Lot depicted on Exhibit B, and through all land subsequently made subject to this Supplementary Declaration, so as to enable the Corporation to perform its obligations, rights and duties with regard to maintenance and repair of any portion of such land.

Section 6.2. Easement for Enforcement of this Supplementary Declaration. The Corporation shall have an easement onto, over and through all of the land described in Exhibit A, including each Lot, to enable the Corporation to enforce each and every provision of this Supplementary Declaration.

Section 6.3. Easement for Encroachments. If construction, settlement or shifting of any attached homes, accessory structures or improvements included therewith cause any such home, structure or improvement to encroach upon another home, structure or improvement or upon a Lot occupied by thereby, a permanent easement for such encroachment shall exist. A similar easement shall exist in the event any such encroachment occurs upon Common Area (a term defined in the original Declaration) or upon Restricted Common Area.

Section 6.4. Application of Easements Created by the Declaration. All easements created by the basic Declaration shall also apply to the real estate which is subject to this Supplementary Declaration, and any easement stated by the basic Declaration to apply to Common Area shall also be deemed to apply to any Restricted Common Area.

Section 6.5. Easement of Ingress and Egress. An easement of ingress and egress is hereby created over all Lots subject to this Supplementary Declaration so as to permit the moving of heavy or bulky objects to and from any one or more of those benefited Lots to the extent it is not practicable to do so except by use of such an easement. Any person or entity who uses such an easement shall be obligated to repair any and all damage to property that may be created through such moving procedures, whether negligently or otherwise.

## CHAPTER VII

### PARTY WALLS AND PARTY FENCES

Section 7.1 General Rules of Law to Apply. Each wall and fence built as part of the original construction of the attached dwellings and placed on the dividing line between any Lots or between a Lot and Common Area or Restricted Common Area, or used in common with two or more attached dwellings constructed upon said real estate, shall be considered a party wall or party fence.

Each Owner and record title holder of a Lot shall own in severalty as much of each party wall and party fence as stands upon the Lot of that Owner or title holder, subject to an easement of use and enjoyment for the benefit of any other attached dwelling and Lot, Common Area and Restricted Common Area (and the record title holder thereof) who or which holds an ownership interest in, or who makes common use of, such a party wall or party fence.

Each Owner and each record title holder of a Lot has a right to use such a wall or fence for any purpose not inconsistent with its use as a party wall or party fence. To the extent not inconsistent with the provisions of this Chapter and this Supplementary Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to such party walls and party fences.

Section 7.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall and of a party fence shall be shared by the Owners and record title holders of Lots upon which the wall or fence is located and who make active and/or passive use of the wall or fence in proportion to such use.

Section 7.3 Destruction by Fire or Other Casualty. If a party or party fence is destroyed or damaged by fire or other casualty, it shall be repaired or replaced by the Corporation under the provisions of Chapter VIII of this Supplementary Declaration.

Section 7.4 Weatherproofing, Damage Caused by Wilful or Negligent Act. Notwithstanding any other provisions of this Chapter, an Owner or record title holder of a Lot who by any negligent or willful act causes sections of a party wall to become exposed to the weather shall bear the entire cost of furnishing the necessary weatherproofing and other protection



against damage from such exposure to the weather, and also the cost of repairing any such damage.

Section 7.5 Arbitration. In the event of any dispute arising concerning party walls or party fences, the Trustees of the Corporation shall serve as arbitrators and as fact finders, with authority to consult with any persons independently and at any time and with the authority to gather facts and additional information from any sources whatsoever and at any time so as to assist the Trustees as arbitrators in arriving at a decision. By the acceptance of any right, title or interest in or to any Lot, each Owner and each title holder of a Lot agrees to such an arbitration procedure and waives any right of the Owner or title holder to contest the decision of the arbitrators in court and waives any right to by-pass the arbitration proceeding by filing a law suit in any court system. Judgment upon the award rendered by the Trustees as such arbitrators may be entered in any court having jurisdiction thereof. Any decision by the Trustees as arbitrators shall be by majority vote.

## CHAPTER VIII

### INSURANCE, RECONSTRUCTION AND REPAIR

Section 8.1. Liability Insurance. The Corporation shall purchase liability insurance to provide protection against liability for bodily injury (including death) and for injury to or destruction of property arising from or occurring upon, in or about any Restricted Common Area. The insured parties shall include not only the Corporation but also the Board of Trustees and officers of the Corporation, Owners and members of their respective families residing with them on a Lot, and all other persons lawfully holding title to or in possession or control of any Lot. The dollar amount of the insurance policy limits shall be determined by the Board of Trustees of the Corporation. All such liability insurance shall contain, if necessary or appropriate, cross-liability endorsements to cover liabilities of the Owners as a group to any particular Owner. In the event the insurance referred to in this Section shall not cover the amount of any liability loss for any reason, the amount of the deficit or deficiency shall be a common expense to the Corporation and shall be paid from the Monthly Assessments levied by the Corporation or as a form of Special Assessment levied by the Corporation.

It is suggested but not required that this insurance purchased by the Corporation be issued by the same insurance company which issues similar insurance to the Association for The Country Place.

Section 8.2. Miscellaneous Insurance Coverage. The Corporation may purchase and maintain such other miscellaneous forms of insurance coverage as the Trustees deem appropriate in their sole discretion, which insurance may or may not include surety bonds for those persons dealing with funds of the Corporation and may also include Trustees and officers insurance to protect the persons holding such positions from liability arising from their official capacities.

Section 8.3. All-risk Insurance to be Purchased by Attached Homes Corporation. The Corporation shall also purchase, for the benefit for all Owners and title holders of Lots as insured parties and for the benefit for all mortgagees of record, insurance on all attached homes, improvements and structures now or hereafter erected on any Lot or on any Restricted Common Area so as to afford protection against all risk of loss or damage to the attached homes, improvements and structures, with the amount of such insurance to be one hundred (100%) percent of the replacement value and to include an agreed amount endorsement each year. This insurance shall provide that the insured shall

have no right to contribution from any insurance which may be purchased by any Owner (as referred to in Section 8.5 below), shall require not less than thirty days notice to the Corporation and to the Insurance Trustee prior to cancellation, termination or expiration of the insurance coverage, shall give similar notice to all mortgagees of record. All such insurance policies and endorsements shall be deposited with the Insurance Trustee which shall hold them subject to the provisions of this Declaration and to the provisions of any insurance trust agreement entered into between that Insurance Trustee and this Corporation.

Section 8.4. Insurance Trustee as Beneficiary. The all-risk coverage insurance purchased by the Corporation shall provide that the proceeds are to be paid to a named bank having trust powers, as trustee for the benefit of mortgagees of record and for the benefit of all other insured parties. This bank trustee, sometimes referred to as the Insurance Trustee, shall be selected by the Corporation and shall maintain an office in Montgomery County, Ohio. The Insurance Trustee shall not be liable for the payment of premiums, for the renewal or sufficiency of insurance coverage, for the form or contents of the policies, or for the failure to collect any insurance proceeds. The Corporation, within ten days after receiving notice of cancellation, termination or expiration of the insurance coverage, shall give similar notice to all mortgagees of record. All such insurance policies and endorsements shall be deposited with the Insurance Trustee which shall hold them subject to the provisions of this Declaration and to the provisions of any insurance trust agreement entered into between that Insurance Trustee and this Corporation.

Section 8.5. Liability Insurance, and Insurance on Contents, Improvements and Betterments, may be Purchased by Individual Owners. Each Owner and title holder of a Lot subject to this Supplementary Declaration has the right to purchase but is not obligated to do so, at his own expense, the following forms of insurance protection:

(a) against liability for personal injury or property damage arising from or relating to the use and occupancy of his Lot; and/or

(b) against loss from fire, windstorm, vandalism, and any other risks, to the extent such risks or happenings create loss to the furniture, household goods and other contents of the attached home of that owner. Such insurance may also cover any individually owned swimming pool or related equipment, and may cover improvements and betterments added to the interior of the attached home by or on behalf of the owner, which improvements or

betterments were not on the premises (or contracted for) by the date of first occupancy of the residence by any owner or tenant, and were not replacements for similar items that were there (or contracted for) by that date.

The insurance coverage described in this Section 8.5 of the Supplementary Declaration will not be purchased by the Corporation.

Section 8.6. Responsibility of Corporation for Reconstruction and Repair. Any damage to or destruction of all or any part of an attached home or other physical improvement located on one of the Lots or upon any Restricted Common Area, except for such improvements and betterments and other items referred to above in Section 8.5(b) shall be repaired and restored by the Corporation. The costs of such repairs and restorations shall be paid from the proceeds of any insurance payable by reason of such damage or destruction; if the proceeds of such insurance are not sufficient to defray such costs an Attached Home Individual Lot Assessment shall be levied against the any Lot on which an attached dwelling is being repaired and restored in an amount sufficient to pay the excess costs of repair and restoration for that Lot over that Lot's proportionate share of insurance proceeds available.

Section 8.7. Estimates and Bids. As soon as possible after damage or destruction has occurred to an attached dwelling or other improvement, the Corporation shall obtain reliable and detailed estimates of the cost to repair and restore the damage or destruction, and to the extent deemed appropriate by the Corporation shall obtain competitive bids for the work of restoration and repair.

Section 8.8. Disbursement of Insurance Proceeds. The portion of insurance proceeds representing the cost of repair, and restoration shall be disbursed by the Insurance Trustee as directed by the Corporation and in any event solely for the expense of such restoration and repair. The Insurance Trustee shall not be required to determine whether or not a disbursement is to be made, the identity of the payee, the time of the payment or the amount to be paid, but may rely on a certificate of the Corporation stating such information. In preparing such certificates, however, the Corporation shall certify that it has complied with the disbursement requirements of Ohio statutes so as to obtain maximum protection against mechanic's liens, and the Trustee shall not make any disbursement if such a certificate is not delivered to it.

Section 8.9. Delegation to Corporation. Each insured party shall be deemed to have delegated to the Corporation his

right to adjust with insurance companies all losses under insurance coverage purchased by the Corporation.

Section 8.10. Fees and Expenses of Insurance Trustee.

The fees and expenses of the Trustee shall be paid by the Corporation and shall constitute a common expense to be paid from Monthly Assessments levied by Attached Homes Corporation, except that any extraordinary fees and expenses of the Trustee which arise from or in connection with the loss under the insurance coverage and subsequent activity of the Trustee in disbursing funds shall be assessed by the Corporation against all Owners as a Special Assessment applicable to the attached homes and shall not require a vote of the Members of the Corporation, anything to the contrary in this Supplementary Declaration notwithstanding.

Section 8.11. Lapse of Insurance Coverage.

If the required insurance coverage ceases to exist for any reason whatsoever, any mortgagee of any Lot improved by an attached home may remedy that lack of insurance by purchasing an insurance policy or policies to supplement the insurance coverage. The funds so advanced by a mortgagee shall be due and payable to it by the Corporation immediately. The repayment of said obligation shall be secured by a Special Assessment against all Owners and title holders of a Lot, but shall not require a vote of the Members of the Corporation, anything to the contrary in this Supplementary Declaration notwithstanding.

## CHAPTER IX

### ASSESSMENTS

Section 9.1. Obligation of Owners and Title Holders of Lots to Pay Three Types of Assessments. The Developer, as the original title holder of all the Lots subject to this Supplementary Declaration, hereby covenants and agrees to pay for each Lot it owns, and each subsequent title holder and each Owner which or who holds title to any Lot shall be deemed to covenant and agree to pay (by acceptance of any right, title or interest in or to the Lot, whether or not it shall be so expressed in the instrument of conveyance, in the Will, or in the other document granting such right, title or interest) for each Lot owned, the following three types of assessments: (a) General Assessments for maintenance and operation of the Corporation, hereinafter sometimes referred to as Monthly Assessments, (b) Special Assessments, and (c) Attached Home Individual Lot Assessments.

Section 9.2. Purpose of Monthly Assessments. Monthly Assessments levied under this Supplementary Declaration shall be used exclusively to promote the recreation, health, safety and welfare of Owners, and of title holders of any Lot, and in particular for the maintenance and repair of the attached homes and other improvements that the Attached Homes Corporation is obligated to maintain and repair, for the maintenance and improvement of any Restricted Common Area, for the payment of real estate taxes and assessments on any Restricted Common Area, costs of insurance purchased by the Corporation, costs of operation, management and administration of the Corporation (including without limitation accounting and legal services), and for creation of reserve accounts to ensure availability of funds for any or all such purposes. All such expenditures shall be common expenses.

Section 9.3. Purpose of Special Assessments. In addition to the Monthly Assessments described above, the Corporation may levy Special Assessments from time to time when it is necessary or appropriate, as determined by the Trustees (and approved by vote or written consent of Members as provided below), to obtain funds for the Corporation more rapidly than would be the case through collection of such funds over a number of months as part of the Monthly Assessments. Such Special Assessments may be levied for any of the same purposes described with regard to Monthly Assessments and also for any other purposes for which the Corporation is authorized to expend funds under this Supplementary Declaration, the Articles of Incorporation or the By-Laws of the Attached Homes Corporation. Such Special Assessments may be levied only upon the affirmative

vote or written consent of sixty percent of the voting power of the Members of the Corporation (except as provided in Sections 8.10 and 8.11), and the due dates and installment amounts applicable to any such Special Assessments shall also be authorized or ratified by such a vote or written consent of such Members.

Section 9.4. Purpose of Attached Home Individual Lot Assessments. In addition to the Monthly and Special Assessments described above, the Corporation may levy an Attached Home Individual Lot Assessment against any Lot and the Owner or the title holder thereof for the purpose of paying the expenses of maintenance and/or repair for which that Lot and the Owner or title holder thereof are responsible under the provision of Chapter Four above, dealing with Maintenance. In addition, such Attached Home Individual Lot Assessments may be levied against any Lot and the Owner or title holder thereof for any other purposes authorized by this Supplementary Declaration.

Section 9.5. Preparation of Estimated Budget. At least one time before or during every fiscal year of the Corporation, the total dollar amount necessary to pay those common expenses to be met by the Monthly Assessments shall be estimated by the Corporation. Such estimate may be revised from time to time for and/or during any such fiscal year and the dollar estimate changed as the Corporation deems necessary and appropriate. Such total dollar estimates shall be referred to as the Estimated Budget for Monthly Assessments, and said Estimated Budget shall be revised to reflect actual costs when such costs become known or reasonably may be anticipated.

Section 9.6. Estimated Budget Amount Divided into Equal Shares. After completion of the Estimated Budget for Monthly Assessments, the Corporation shall divide the total budgeted amount into as many equal shares as there are Lots subject to this Supplementary Declaration, and each Lot shall be assessed one such equal share. During the construction period, however, this equal share procedure shall not be followed. Instead, any such Lot on which an attached dwelling is not completed shall be assessed only such part of the Estimated Budget as represents expenses actually pertaining to that Lot.

Each such Monthly Assessment share ordinarily shall be payable in as many equal monthly installments as there are remaining calendar months in the fiscal year of the Corporation (and such fiscal year shall always terminate on the final day of some calendar month). In special circumstances, however, there

may be a need for the Corporation to receive the assessment funds sooner than would be the case if the assessments were payable in equal monthly installments over the rest of the fiscal year. In such event the Corporation shall have authority to make assessments for any particular month(s) larger than assessments for other months so as to meet the special financial need, but no such Monthly Assessment may exceed twice the amount which would have been payable if the installments were all equal.

Notice of the Estimated Budget for Monthly Assessments, of the amount of the equal share allocated to each Lot, and of the amount of the Monthly Installments in which those equal shares are to be paid, shall be given to each Owner and to each title holder of a Lot as a Registered Notice, at the time the Estimated Budget is prepared and is divided into shares, and shall also be made available for inspection by any such Owner and title holder during reasonable hours at the location where the Corporation transacts its business or in the office of the statutory agent of the Corporation.

Section 9.7. Notice of Levying of Assessments.

Through the giving of the Registered Notice referred to in Section 9.5 above, the Corporation shall be deemed to have levied the Monthly Assessments described above. Attached Home Individual Lot Assessments shall be deemed to have been levied after approval by the Corporation and at such times as notice has been given of the dollar amount and any installment payments and due dates of such assessments to each Owner or title holder of the subject Lot as a Registered Notice, and also made available for inspection in the same manner and location as described above in Section 9.5. Special Assessments levied after affirmative vote or written consent of sixty percent of the voting power of the Members of the Corporation shall require similar Registered Notice and availability for inspection before becoming effective.

Section 9.8. Date of Commencement of Assessments.

Monthly Assessments shall be levied and Attached Home Individual Lot Assessments may be levied commencing on the first day of the second calendar month following the conveyance of the first Lot to an Owner. No Special Assessments may be levied until at least ten of the attached dwellings and Lots have been conveyed to Owners.

Section 9.9. Due Dates for Assessments; Acceleration Provisions. The Monthly Assessment amounts to be paid with regard to each Lot shall be due and payable in advance to the Corporation on or before the first day of each calendar month, and an Attached Home Individual Lot Assessments shall be due and payable at such times and in a lump sum or in installments as may be provided in the written notice of such assessments referred to



in Section 9.7 above. If any Monthly Assessment or any installment of a Special Assessment or an Attached Home Individual Lot Assessment for any Lot is not paid in full within forty-five days after its due date (together with any late charges which may have become due after that due date by virtue of the following Section of this Supplementary Declaration), the Corporation may, at its option, declare the due dates of any remaining installments of such Assessments (with regard to that particular Lot) to be accelerated, so that such remaining assessments or installments for said Lot shall be deemed to be due and payable immediately in a lump sum. For Monthly Assessments this means the remaining assessments for that fiscal year of the Corporation shall be accelerated.

Section 9.10. Late Charges. A ten dollar late charge shall be added to and become a part of any installment of a Monthly Assessment, Special Assessment or Attached Home Individual Lot Assessment not paid to and received by the Corporation within fifteen calendar days after the date such installment is due. An additional ten dollar late charge shall be added to and become a part of any such assessment installment not paid to and received by the Corporation within thirty calendar days after the date such installment is due. In addition, a final late charge of an additional fifteen dollars shall be added to and become a part of any such assessment installment not paid to and received by the Corporation within forty-five days after the date said installment was due. The fact that any late charge (as opposed to the assessment itself) is not paid within forty-five days after the initial due date of the assessment installment shall be deemed failure to pay that assessment installment in full when due, so as to bring into operation the acceleration option of the Association described in Section 9.9.

Section 9.11. Failure to Prepare Estimated Budget, Failure to Receive Notice. Any failure or delay of the Corporation in preparing the Estimated Budget of Monthly Assessments and/or the failure of any Owner or title holder to receive the written notification of any assessments or of such Estimated Budget (provided the Corporation follows the notification procedures set forth above) shall not constitute a waiver or release in any manner of the obligation of each Owner to pay his, her or its share of such assessments. If no Estimated Budget is prepared for a new fiscal year and if no amount of Monthly Assessment is determined or set by the Corporation for such fiscal year, or if the Corporation has failed to give notification of a revised Estimated Budget and of revised Monthly Assessment amounts in the manner required above, each Owner and title holder of any Lot shall be obligated to pay Monthly Assessments for the new fiscal year at the last rate, level or amount of Monthly Assessments established for the previous fiscal year (until the Association revises the Budget and sets new Monthly Assessment amounts).

Section 9.12. Lien for Assessments. The Corporation shall have a lien upon each Lot to secure payment of all assessments levied against such Lot, to secure late charges regarding such assessments, and also to secure repayment to the Corporation of expenses of reasonable legal fees and any court costs incurred by the Corporation in preparing and recording its lien and in attempting to collect such assessments. The lien for assessments and such expenses shall commence and run from the time at which a written certificate describing the lien is recorded in the manner provided in Section 9.13 immediately below in this Supplementary Declaration.

Section 9.13. Procedure in Filing Certificate for Lien. At any time an assessment remains unpaid for fifteen days after the same has become due and payable, the Corporation shall have the right and option to record a Certificate of Lien to establish and evidence against any particular Lot(s) the lien rights described in Section 9.12 above. Each such Certificate of Lien shall be recorded in the office of the Recorder of Montgomery County and shall contain a legal and sufficient description of the subject Lot(s), the name of the Owner or record title holder, the amount of unpaid assessments and any late charges, and an explanation that the lien also secures payment of expenses of reasonable legal fees and court costs which have been and may later be incurred by the Corporation in attempting to collect the unpaid assessment (through enforcement of the lien or otherwise).

Section 9.14. Period of Time for Which Assessment Lien is Valid. The lien provided for in the two preceding sections of this Supplementary Declaration shall remain valid for a period of five years from its recording unless sooner released or satisfied (in the same manner provided by law in Ohio for the release or satisfaction of mortgages on real property) or until discharged through the Arbitration procedure described in Chapter Ten of this Supplementary Declaration.

Section 9.15. Personal Liability for Assessments. Each Owner, and each title holder of any Lot, shall be liable personally, jointly and severally for all assessments levied by the Corporation against the Lot(s) owned by such Owner or record title holder during the period of time the Owner held record title ownership to such Lot(s).

Section 9.16. No Exemption from Assessments. No Owner or title holder may exempt itself, himself or herself from liability for payment of the assessments and other obligations described in this Supplementary Declaration by waiver of the right to use any Restricted Common Area, by non-use or assignment of such right, or by abandonment of its, his or her Lot(s), or by any other method.

Section 9.17. Liability for Assessments Upon Voluntary Transfers of Title. If an interest in the record title of a Lot is voluntarily conveyed or transferred at a time when assessments have been levied against such Lot but are still unpaid, the personal obligation to pay such assessment shall immediately extend to and include the new Owner or new holder of that title interest, and such new Owner or title holder shall be jointly and severally liable to the Corporation for all such unpaid assessments, together with any Owner or title holder who, under Section 9.15 above, was liable personally for the payment of such assessments prior to the transfer or conveyance of title. The existence of such joint and several liability shall not prejudice the new Owner's or title holder's rights, if any, under the contract or other arrangement through which the ownership interest was acquired, to recover from the previous Owner or title holder any amounts of previously existing and unpaid assessments which the new Owner or title holder is required to pay to the Corporation. This personal liability for previously existing and unpaid assessments shall be deemed to apply to any such new Owner or title holder whether or not it is set forth in the instrument of conveyance as an assumption of liability, and in any event no assumption of such liability by the new Owner or title holder shall release any previous Owner or title holder who was liable personally for the payment of such assessments from his, her or its liability to the Corporation for such payment.

Section 9.18. Certification of Unpaid Assessment Amounts. The Corporation shall furnish to any person or organization holding or seeking to acquire an interest in a Lot, upon demand and for a reasonable charge, a certificate as to whether or not the assessments against that Lot have been paid, the amount and due dates of unpaid assessments, the time period for which such assessments are due, and the amount of any late charges. Regardless of the provisions of Section 9.16 immediately above, no new Owner or title holder who obtains such a certificate shall be liable for previously existing and unpaid assessments in excess of the amount set forth in such certificate (for the period reflected in such certificate), nor shall the ownership interest received by such new Owner or title holder be subject to a lien for any such excess amount of assessments.

Section 9.19. Notice of Unpaid Assessments. If an assessment against any Lot is delinquent for over thirty days, the Corporation shall have the right and option to give notice of that fact to any mortgagees of such Lot, and if the delinquency continues to exist after sixty days the Corporation shall have the right and option to notify all Members of the delinquency (with all notices under this section to include identification of the Lot, of the Owner or title holder of that Lot who has failed to pay the assessment when due, and of the amount of the unpaid

assessment) and the Corporation may also post such notice of delinquency in several places on any Common Area and/or Restricted Common Area.

Section 9.20. Non-Liability of Foreclosure Sale Purchaser, or a Transferee Who Receives Title in Lieu of Foreclosure, for Past Due Assessments. Notwithstanding the provisions of Section 9.17 above, any new Owner or title holder who acquires an ownership interest to a Lot as a result of a foreclosure sale or by a deed in lieu of foreclosure, together with the successors and assigns of such new Owners, shall not be liable personally for any unpaid assessments against the Lot in question which become due prior to the foreclosure sale or prior to the deed in lieu of the foreclosure.

Section 9.21. Right of the Corporation to Re-Assess Unpaid Assessments as Common Expenses. After any assessment has remained delinquent for ninety days, the Corporation shall have the right to include the unpaid amount in a revised Budget so as to increase Monthly Assessments to all Lots. No such action, however, shall have the effect of discharging any personal liability or lien security otherwise created by this Supplementary Declaration with regard to such unpaid assessments.

Section 9.22. Subordination of the Assessment Lien to Mortgages and Real Estate Taxes. The assessment lien provided for in Sections 9.12 and 9.13 above shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and first mortgage liens which have been filed for record (and except for any other statutory liens which, under provisions of the Revised Code of Ohio or of federal laws, may be granted a priority which antedates the filing of such assessment liens).

Section 9.23. Collection of Assessments, Enforcement of Lien. The Corporation may bring an action at law against any person or entity who is obligated personally to pay assessments for the purpose of collecting such assessments together with late charges. In addition, the Corporation may file a lawsuit to foreclose the assessment lien in the same manner as a mortgage on real property is foreclosed in Ohio. In any such foreclosure action the Owner or title holder shall be required to pay a reasonable rental for the lot (as it may have been improved) during the time the foreclosure action remains pending, and the Corporation as plaintiff in such action shall be entitled to the appointment of a receiver to collect such rent. In any such action at law for collection of unpaid assessments and/or in any such lawsuit which seeks to foreclose an assessment lien, expenses incurred by the Corporation including without limitation reasonable legal fees and court costs shall be added to the

amount of any judgment and in any such foreclosure action the Corporation shall be entitled to become a purchaser at the foreclosure sale.

Section 9.24. Restricted Common Area Exempt From Assessments. All Restricted Common Area shall be exempt from the assessments and assessment liens authorized by this Supplementary Declaration.

CHAPTER X

OBSOLESCENCE AND REHABILITATION

Section 10.1 Decision by Members. The Members may decide, by the affirmative vote or written consent of those Members entitled to exercise not less than two-thirds of the voting power of all Members, that the attached homes and improvements on the real estate subject to this Supplementary Declaration are obsolete and/or in need of rehabilitation in whole or in part.

Section 10.2 Rehabilitation Procedure. In the event of such a vote or written consent, the Trustees of the Corporation shall proceed with such rehabilitation and the costs thereof shall be levied against each Lot upon which such rehabilitation work is performed, on the basis of the proportion of the rehabilitation work on such Lot in comparison to the rehabilitation work on all Lots subject to this Supplementary Declaration, as an Attached Home Individual Lot Assessment under Chapter IX above.

## CHAPTER XI

### GENERAL CONDITIONS

Section 11.1 Costs of Enforcement. Any and all costs of enforcement by the Corporation of provisions of this Supplementary Declaration, through arbitration or court action and/or through employment of attorneys, including reasonable fees of attorneys and court costs, shall constitute an assessment against the Lot owned or occupied by the person or persons against whom such enforcement is sought, and this type of assessment shall constitute a form of the Attached Home Individual Lot Assessment referred to in Chapter IX above.

Section 11.2 Right of First Mortgagees to Examine Corporation Records. Every First Mortgagee of a Lot, as defined in the original Declaration, shall have the right to examine the books and records of the Corporation at reasonable times, upon reasonable notice, and at the place where such documents are maintained by the Corporation.

Section 11.3 No Waiver or Estoppel. Failure by the Corporation, the Developer, any Builder, or by any title holder of a Lot or any Owner to attempt to enforce any covenant, restriction, condition, obligation, easement, reservation, right to lien or other provision of this Supplementary Declaration shall in no event be deemed a waiver or estoppel of the right to enforce at a later date the matter or provision of such documents against the original violation or any subsequent violation, nor shall the doctrine of laches bar any such enforcement at a later date.

Section 11.4 Provisions of Declaration Relating to the Founding Documents. All provisions of the Declaration relating to the Founding Documents (as defined in that Declaration) shall be deemed to apply to this Supplementary Declaration since it constitutes one of those Founding Documents.

Section 11.5 Amendment of Supplementary Declaration. Amendments of this Supplementary Declaration may be made as set forth below:

(a) By the Developer. Amendments may be made by the Developer in the same manner as referred to in Sections 23 and 14.11 of the original Declaration and may also be made by the Developer (without the necessity of consent, vote, approval or signature by any Owner, Member, or title holder of a Lot) to the extent such amendments are

necessary or appropriate to qualify the attached dwellings and lots subject to this Supplementary Declaration for the granting of mortgage loans by any state or federal bank or savings and loan association doing business in Montgomery County, Ohio, including but not limited to compliance with secondary mortgage market requirements if such banks or associations wish to comply with them.

(b) Two-thirds of Voting Power, at a Meeting.

Amendments may be made by the voted assent of two-thirds of the voting power of all Members present in person or by proxy at a meeting of Members (where a quorum exists) which meeting is called, among other things, to consider and act on such amendments. Amendments adopted by such a vote shall be placed in writing, signed and acknowledged by the President (or Vice President) and Secretary (or Treasurer, Assistant Secretary or Assistant Treasurer) of the Corporation who shall certify that such a vote occurred. Such written amendments shall become effective only when filed for record with the Recorder of Montgomery County, Ohio. There is no requirement that amendments adopted in this manner need be signed by Members voting in favor thereof.

(c) Two-thirds of Voting Power, without a Meeting.

Amendments may also be made to this Supplementary Declaration upon the written assent of two-thirds of the total voting power of all Members of the Corporation, without necessity of any meeting of those Members, by persons holding such voting power signing and acknowledging written amendments that subsequently are filed for record with the Recorder of Montgomery County, Ohio.

(d) Limitation on Amendments by Members. No amendment under (b) or (c) may alter any power, right or authority of the Developer or create any adverse effect upon the Developer unless countersigned by the Developer, prior to recording, to evidence its consent, and any such amendment recorded without that consent shall be null and void.

At any time and from time to time this Supplementary Declaration and any amendments thereto may be consolidated into an Amended Supplementary Declaration which itself effects no revisions (other than page numbers, typographical errors, and the Table of Contents) but merely assembles all original and amended language of the Supplementary Declaration into one complete document. Such a consolidation needs no percentage vote or per-



tage of written approval of Members, but may simply be signed, acknowledged and filed for record with the Recorder by either the Developer or by the Corporation itself.

Section 11.6. Real Property Taxation. Each Lot shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Lot shall be charged with the payment of such taxes and assessments. Taxes on any Restricted Common Area shall be paid by the Corporation and the expense thereof shall be part of assessments levied by the Corporation.

IN WITNESS WHEREOF, this Supplementary Declaration has been executed by the Developer (as the fee simple titleholder of all of the real estate described in Exhibit A) through its duly authorized President without need of signature by any other officer on the 12th day of September, 1983, to be binding upon and to inure to the benefit the Developer and its successors and assigns, and upon all future owners of any interest in said real estate.

Signed and Acknowledged  
in the Presence of:

John E. Duckro, Inc.

[Signature]  
Witness

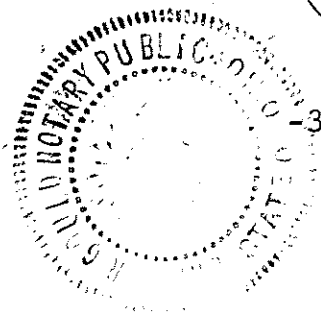
By John E. Duckro Sr.  
John E. Duckro, Sr.,  
President

[Signature]  
Witness

STATE OF OHIO  
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 12 day of September, 1983 by John E. Duckro as President of John E. Duckro, Inc., an Ohio corporation, on behalf of that corporation.

[Signature]  
Notary Public



JAMES R. GOULD, Attorney at Law  
Notary Public, State of Ohio  
No Expiration Date  
Notary Public

Condo44@Place32

EXHIBIT A

to the Supplementary Declaration for The Country Place

DESCRIPTION OF REAL ESTATE

Situated in Washington Township, Montgomery County, Ohio and being Lots 4-A, 4-B and 4-C as depicted on the record plan for Section One-A of The Country Place, recorded at Plat Book 118, Page 6 in the office of the Recorder of Montgomery County, Ohio.

Subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

Map 3, 1983  
 Plat Book 118  
 Page 6

RECORD PLAN  
**THE COUNTRY PLACE**  
 SECTION ONE-A  
 A PLANNED UNIT DEVELOPMENT

LOCATED IN  
 SECTION 3, TOWN 1, RANGE 6 MRS  
 WASHINGTON TOWNSHIP  
 MONTGOMERY COUNTY, OHIO  
 CONTAINING 0.649 ACRES  
 JAN. 14, 1983 SCALE: 1"=20'

settlement shown on the within and one for construction, operation, maintenance, repair, replacement or removal of water, sanitary sewer, storm sewer and drainage, gas, electric, telephone, cable television, or any other utility or service lines or facilities and for the express purpose of removing any or all trees or other natural logs to the face of such utilities and for providing ingress to and egress from the property for such purposes and are to be maintained as such forever.

Signed and acknowledged in the presence of

**OWNER**  
**JOHN E. DUCKRO, INC.**

John E. Duckro, President

John E. Duckro, Vice President

I, the undersigned, being duly sworn, depose and say that the within and one for construction, operation, maintenance, repair, replacement or removal of water, sanitary sewer, storm sewer and drainage, gas, electric, telephone, cable television, or any other utility or service lines or facilities and for the express purpose of removing any or all trees or other natural logs to the face of such utilities and for providing ingress to and egress from the property for such purposes and are to be maintained as such forever.

Notary Public in and for the State of Ohio My commission expires

**WITNESSES**  
**MOOGAGEE**  
**NORTH CENTRAL FINANCIAL**  
**COOPERATION**

Steve Edwards, Inc. President

Gregory Y. Holtz, Vice President

I, the undersigned, being duly sworn, depose and say that the within and one for construction, operation, maintenance, repair, replacement or removal of water, sanitary sewer, storm sewer and drainage, gas, electric, telephone, cable television, or any other utility or service lines or facilities and for the express purpose of removing any or all trees or other natural logs to the face of such utilities and for providing ingress to and egress from the property for such purposes and are to be maintained as such forever.

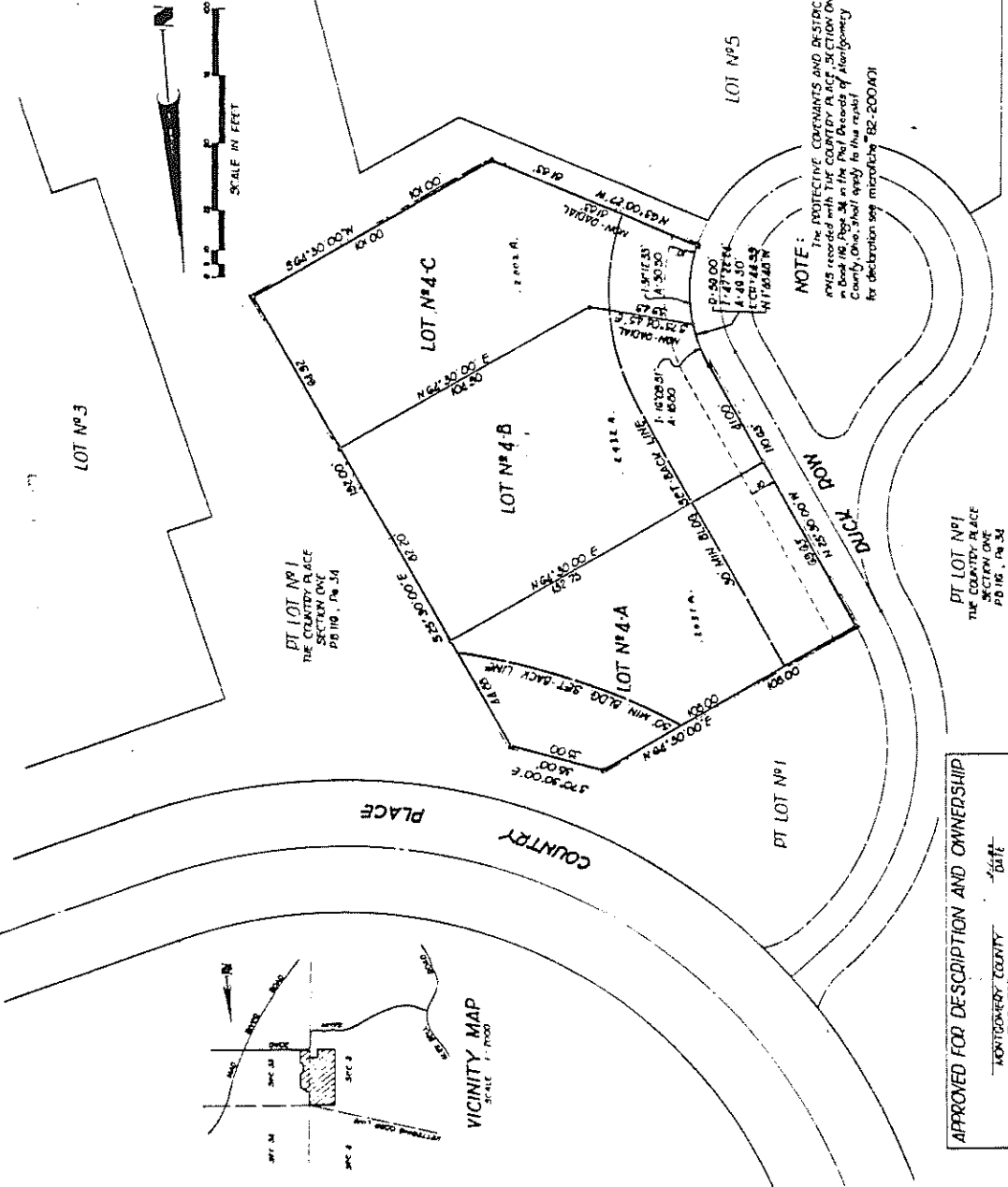
Notary Public in and for the State of Ohio My commission expires

John E. Duckro

I, the undersigned, being duly sworn, depose and say that all persons and corporations, in the best of my knowledge, interested in this declaration either as owners or as beneficiaries, have signed on its execution.

I, the undersigned, being duly sworn, depose and say that I have heretofore and my hand and affixed my notarial seal on the day and date above written.

Notary Public in and for the State of Ohio My commission expires



APPROVED FOR DESCRIPTION AND OWNERSHIP  
 MONTGOMERY COUNTY ENGINEER  
 DATE 1/14/83

APPROVED BY THE PLANNING COMMISSION  
 MONTGOMERY COUNTY, OHIO  
 1983 DAY OF FEBRUARY 1983  
 DIRECTOR

CERTIFICATION:  
 The within subsection is a part of Lot #1 in THE COUNTRY PLACE SECTION ONE-A, as recorded in Book 10, Page 34, in the Plat Records of Montgomery County, Ohio.  
 The measurements are certified correct and were measured on the day shown Current State of Ohio.



WOOLPERT CONSULTANTS  
 10000 W. Main St.  
 Dayton, Ohio 45424  
 Telephone: 513-233-1111  
 Telex: 154444

Indicates Easement  
 1 indicates E  
 2 indicates B  
 3 indicates Bn

LEGEND



WOOLPERT CONSULTANTS  
 10000 W. Main St.  
 Dayton, Ohio 45424  
 Telephone: 513-233-1111  
 Telex: 154444

NOTE:  
 The PROTECTIVE COVENANTS AND RESTRICTIONS recorded with this plat apply to the lots in this plat in Montgomery County, Ohio. They shall apply to the extent of the declaration and recorded in the plat records of Montgomery County, Ohio, Book 10, Page 34.



ARTICLES OF INCORPORATION

OF

ATTACHED HOMES CORPORATION

Prepared by:

JAMES R. GOULD  
of the law firm of  
Altick & Corwin  
1300 Talbott Tower  
Dayton, Ohio 45402  
Telephone: 513/223-1201

Copyright Statement

This instrument was prepared by JAMES R. GOULD of the law firm of Altick & Corwin, 1300 Talbott Tower, Dayton, Ohio 45402 for the exclusive use of John E. Duckro, Inc. and solely with regard to the development of the specific parcel of real estate described in Exhibit A to this Supplementary Declaration and with regard to the real estate described in Exhibit E of the original Declaration recorded at deed microfiche 82-200A01 that established the planned unit development for the project known as The Country Place, to the extent such additional real estate subsequently is made part of that development. Any reproduction or other use of all or any part of the language contained herein is expressly prohibited except with regard to the sale, transfer, financing or insuring of any real estate lot which is included within The Country Place or the administration or management of that development.

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ARTICLES OF INCORPORATION  
OF  
ATTACHED HOMES CORPORATION

The undersigned, desiring to form a non-profit corporation under the non-profit corporation laws of the State of Ohio, Chapter 1702 of the Revised Code of Ohio, does hereby certify as follows:

ARTICLE I

NAME

The name of said non-profit corporation shall be Attached Homes Corporation.

ARTICLE II

LOCATION

The place in this state where the principal office of the corporation is to be located is in Washington Township, Montgomery County, Ohio.

ARTICLE III

PURPOSES AND POWERS

The purpose for which this non-profit corporation is formed, and various other provisions pertaining to this non-profit corporation and its powers, are set forth in the following sections of these Articles. This non-profit corporation, hereinafter sometimes referred to as the Corporation, does not contemplate pecuniary gain or profit to the members thereof, and the general purpose for which it is formed is to provide for the maintenance and preservation of Lots and any Restricted Common Area which are used for attached homes in a certain subdivision known as The Country Place. Further, the specific purposes for which this Attached Homes Corporation is formed are to administer any use restrictions imposed by a Supplementary Declaration of Covenants, Conditions and Restrictions upon those attached

homes and upon the Lots and any Restricted Common Area used for them, to perform or contract for exterior maintenance of those attached homes, Lots and Restricted Common Area, to hold title to Restricted Common Area (if any such area has been set aside as being restricted for the use of occupants of those attached homes) and to provide a central organization through which Owners of the proposed fifty-one (51) attached homes in The Country Place may, through a representative democracy approach and through officials they assist in electing, manage and control certain aspects of their living environment.

In order to fulfill the above purposes this Corporation shall have the following powers:

A. To exercise all the the powers and privileges and to perform all the duties and obligations of the Attached Homes Corporation as set forth in the Supplementary Declaration which imposes the Covenants, Conditions and Restrictions applicable to attached homes in The Country Place;

B. To fix, levy, collect and enforce payment of all assessments and other obligations imposed pursuant to the terms of that Supplementary Declaration;

C. To pay all expenses regarding the maintenance and preservation of Lots and any Restricted Common Area used for such attached homes and regarding the operation of this Corporation.

D. To acquire by any method and to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Attached Homes Corporation, as long as such actions are consistent with the purposes of this Corporation and are in accordance with the terms and conditions of the aforesaid Supplementary Declaration;

E. To borrow money and to mortgage or pledge its personal property, including the pledge of intangible personal property in the form of assessments for common expenses, as security for money borrowed, but only to the extent consistent with the purposes of this Corporation and subject to the terms and conditions of the aforesaid Supplementary Declaration;

F. To own, acquire, construct, operate and maintain any Restricted Common Area in a manner consistent with the purposes of this Corporation and as may be permitted under the terms of the Supplementary Declaration;

G. To obtain, pay for and maintain liability insurance with regard to any Restricted Common Area and such other insurance with regard to the operation and management of the



Attached Homes Corporation, including surety bonds and/or officers and trustees insurance coverage, and also including fire and extended coverage and other insurance protection with regard to the attached dwelling structures, as the Attached Homes Corporation deems proper and as is consistent with the purposes of this Corporation and the provisions of the Supplementary Declaration;

H. To do any and all other things necessary, expedient, incidental, appropriate or convenient to the carrying-out of the foregoing purposes, or which will promote the common benefit and enjoyment of the occupants and owners of Lots used for the attached homes, to the extent not prohibited from doing so by the terms and conditions of the Supplementary Declaration;

I. To have and exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Ohio may now or hereafter have or exercise under the state statutes, to the extent not inconsistent with the purposes of this Corporation or the terms and conditions of said Supplementary Declaration.

#### ARTICLE IV

##### MEMBERSHIP

Every Owner of a Lot used for the attached homes shall be a Member of this Corporation, and every Member shall be the Owner of such a Lot. Membership shall be appurtenant to and shall not be separated from ownership of such a Lot, and shall terminate upon the sale or other disposition of the ownership interest in the Lot, at which time the new titleholder automatically shall become a Member of this Corporation.

"Owners" of such Lots shall exclude the Developer and Builders as defined in the Supplementary Declaration, but shall include purchasers on land installment contracts as those instruments are defined in Ohio Revised Code, Chapter 5313, but only to the extent such a contract is recorded with the Recorder of Montgomery County, Ohio so as to give record notice of the existence of that contract. With regard to other forms of executory contracts for the sale of any Lot used for the attached homes, the contract sellers shall still be deemed to constitute the "Owners" of such Lots for the purpose of membership in this Corporation, until the closing has occurred and the deed to a new Owner has been duly recorded. In any event, the concept of "Owner" shall exclude those holding record title or a similar interest merely as security for the performance of an obligation.

There shall be one vote for each Lot used for the attached homes, and in the event title to any such Lot is held by

more than one Owner the vote for that Lot shall be exercised in the manner provided in the Supplementary Declaration or in the By-Laws of this Corporation.

ARTICLE V

TRUSTEES

The affairs of this Corporation shall be managed by a Board of Trustees. All Trustees shall be natural persons and must be Members of this Corporation except for those persons serving as Trustees through appointment by the Developer. The number of Trustees may be changed by a vote of the Members of the Corporation as provided in the By-Laws, but in no event shall the number of Trustees be less than three. The names, addresses and terms of office of the persons who are to act in the capacity of initial Trustees (and who shall be deemed to have been appointed by the Developer) are set forth below (all terms of office commence with the filing of those Articles with the Secretary of State of Ohio):

<u>NAME</u>	<u>ADDRESS</u>	<u>TERM OF OFFICE</u>
(1) GERALD T. KOSZYCKI	8875 Holly Hock Road Cincinnati, Ohio 45206	terms of these Trustee positions to be as specified in the Supple- mentary Declaration.
(2) BARBARA A. DUCKRO	37 Irongate Park Drive Centerville, Ohio 45459	
(3) JOHN E. DUCKRO	37 Irongate Park Drive Centerville, Ohio 45459	

Any Trustee holding office through appointment by the Developer may resign prior to expiration of his term, and may also be removed by the Developer with or without cause prior to expiration of his term of office as Trustee. Any vacancy in a Trustee position appointed by the Developer may be filled by the Developer appointing a successor Trustee for the balance of the unexpired term.

ARTICLE VI

DURATION and DEFINITIONS

Attached Homes Corporation shall exist perpetually unless dissolved or merged earlier under the terms of these Articles of Incorporation.

For all purposes throughout these Articles of Incorporation, the definitions contained in the Supplementary Declaration which imposes the Covenants, Conditions and Restrictions applicable to the Lots and any Restricted Common Area used for the attached homes shall apply as well as the definitions in the original Declaration for The Country Place as recorded at deed microfiche 82-200A01, to the extent they do not conflict with definitions in the Supplementary Declaration, and those definitions are incorporated by reference in these Articles of Incorporation as fully as though completely rewritten.

## ARTICLE VII

### DISSOLUTION

Attached Homes Corporation may be dissolved as long as another non-profit corporation has been created to act as the community organization corporation that is required by the Supplementary Declaration, and as long as all assets have been transferred to the new corporation. This Corporation is hereby given full power and authority to participate in mergers and consolidations with other non-profit corporations organized for the same general purposes. Such dissolution, merger or consolidation shall require the written assent or voted approval of not less than seventy-five percent of Members of this Corporation.

## ARTICLE VIII

### DEALINGS WITH CORPORATION

A Trustee or officer of the Corporation shall not be disqualified by his office from dealing or contracting with the Corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Corporation be void or voidable or in any way affected or invalidated by reason of the fact that any Trustee or officer of any firm of which such Trustee or officer is a member, or any entity of which such Trustee or officer is a shareholder, director, manager or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such Trustee, officer, firm or entity is so interested must be disclosed to or known by the Board of Trustees or such members thereof as shall be present at the meeting of said Board at which action is taken upon such matters.

To the extent that such disclosure was made, no Trustee or officer shall be accountable or responsible to the Corporation for or in respect of any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act.

Any such Trustee or officer may be counted in determining the existence of a quorum at any meeting of the Board of Trustees of this Corporation which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or an entity of which he is a shareholder, officer, manager, or trustee, were not interested in such transaction, contract or act.

## ARTICLE IX

### INDEMNIFICATION OF TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES

A. Litigation, etc. other than that filed by or on behalf of this Corporation. In case any person was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative) other than an action by or in the right of this Corporation, by reason of the fact that he is or was a Trustee, officer, employee, or agent of this Corporation or is or was serving at the request of the Corporation as a director, trustee, officer, employee, or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust, or other enterprise, this Corporation shall indemnify such person against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of this Corporation and (with respect to any matter the subject of a criminal action or proceeding) if he had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of Attached Homes Corporation or (with respect to any matter the subject of a criminal action or proceeding) that he had reasonable cause to believe his conduct was unlawful.

B. Litigation, etc. by or on behalf of the Corporation. In case any person was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee,

officer, employee or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust, or other enterprise, this Corporation shall indemnify such person against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Attached Homes Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Common Pleas, or such other court in which such action or suit was brought or decided shall determine that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court shall deem proper.

C. Case by case decision as to indemnification. Any indemnification under paragraphs A. or B. immediately above in this Article IX, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, director, officer, employee, or agent of this Corporation is proper in the circumstances because he has met the applicable standard of conduct set forth in said paragraph A. or B. Such determination shall be made (1) by a majority vote of a quorum consisting of Trustees of the Corporation who were not and are not parties to or threatened with any such action, suit or proceeding; or (2) if such a quorum is not obtainable or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; or (3) by the Members of the Corporation; or (4) by the Court of Common Pleas of Montgomery County, Ohio or such other court in which such action, suit, or proceeding was brought or decided.

Any determination made by the disinterested Trustees under clause (1) of this paragraph shall be communicated promptly to any person who threatened or brought the action or suit by or in the right of the Corporation referred to in paragraph B. of this Article IX. If within ten days after the receipt of such notification such person shall petition the Court of Common Pleas or the court in which such action or suit was brought or decided to review the reasonableness of such determination, no action in implementing such determination shall be taken until after the final judgment of such court has been had and such determination has been modified to the extent necessary to accord with such

judgment. If, however, such person shall not have filed such a petition within said ten days, the Corporation shall proceed to implement such determination.

D. Advance payment of expenses. Expenses, including attorney's fees, incurred in defending any action, suit, or proceeding referred to in paragraphs A. or B. of this Article IX may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Trustees in the specific case upon the receipt of an undertaking by or on behalf of the Trustee, director, employee, or agent to repay such amount unless it shall ultimately be determined that said person is entitled to be indemnified by the Corporation as authorized in this Article IX.

E. Mandatory indemnification for successful defenses. To the extent that a Trustee, director, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraphs A. or B. of this Article IX or in any defense of any claim, issue or matter therein, the Corporation shall indemnify that person against expenses, including attorney's fees, actually and reasonably incurred by that person in connection therewith.

F. Other possibilities of indemnification. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under the Articles or the Regulations or By-Laws of the Corporation or any agreement, vote of Members of the Corporation, or vote of disinterested Trustees, or otherwise, both as to action in the official capacity of such person and as to action in another capacity while holding such office. These rights of indemnification shall continue as to a person who has ceased to be a Trustee, director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. Notwithstanding any repeal of this Article IX or other amendment thereof, the indemnification provided for in this Article IX shall be binding upon the Corporation in accordance with the provisions hereof as to all actions, suits, or proceedings instituted or threatened which arise out of matters occurring during, or referable to, the period prior to any such repeal or amendment.

G. Maximum indemnification permitted under Ohio law. Notwithstanding the foregoing, the provisions of this Article IX shall be deemed to be amended automatically to provide for the maximum indemnification permitted under Section 1702.12(E) of the Ohio Revised Code, including amendments thereto, or any comparable provisions of any future Ohio statute. In order to implement the foregoing, the Trustees of this Corporation are authorized to amend the provisions of Paragraphs A. through F. of

this Article IX to provide for such indemnification; such amendments shall be deemed to have been adopted and approved by the requisite vote or written consent of the Members of the Corporation (under Ohio Revised Code Sections 1702.38 and 1702.25) through the initial adoption and filing of these Articles of Incorporation and through the voluntary action of every Member of the Corporation in purchasing a Lot used for any of the attached houses and closing the purchase of that Lot as such time as these Articles (or a true copy thereof) had been filed for record in the Office of the Recorder of Montgomery County, Ohio, as an exhibit to and a part of the Supplementary Declaration of Covenants, Conditions and Restrictions applicable to the attached houses in The Country Place so as to give record notice of these indemnification provisions and of this provision for the authorization of such future amendments to each prospective Member of this Corporation.

## ARTICLE X

### AMENDMENTS

Amendment of these Articles shall require and may be made by the same votes or consent and in the same manner as such Supplementary Declaration may be amended, as provided in Section 11.5 thereof which is incorporated herein by reference, except to the extent provided in Article IX above relating to Indemnification of Trustees, etc.; and such amendment shall be adopted and filed for record with the Recorder of Montgomery County, Ohio in the same manner as is described in said Supplementary Declaration with regard to amendments thereof.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, the undersigned incorporator has executed these Articles of Incorporation on this 7th day of September, 1983.

James R. Gould  
JAMES R. GOULD, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the incorporator of this non-profit corporation, Attached Homes Corporation, hereby appoints James R. Gould, a natural person who resides in the State of Ohio, as the agent upon whom any process, notice or demand required or permitted by statute to be served upon said corporation may be served. His complete address is 1300 Talbott Tower, Dayton, Ohio 45402 (Montgomery County, Ohio).

1st James R. Gould  
JAMES R. GOULD, Incorporator

Montgomery County, Ohio

8th day of September, 1983

I hereby accept appointment as agent of your corporation upon whom process, tax notices or demands may be served.

1st James R. Gould  
JAMES R. GOULD





BY-LAWS

OF

ATTACHED HOMES CORPORATION

Prepared by:

JAMES R. GOULD  
of the law firm of  
Altick & Corwin  
1300 Talbott Tower  
Dayton, Ohio 45402  
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BY-LAWS

OF

ATTACHED HOMES CORPORATION

Attached Homes Corporation has been formed as an Ohio non-profit corporation to act as the homeowners' association of and for the attached homes located in the real estate subdivision known as The Country Place.

For the purposes of the statutes which control non-profit corporations of Ohio (particularly, but not limited to, Sections 1702.10, 1702.11 and 1702.30) the following By-Laws shall be deemed to constitute the Regulations of this corporation.

## CHAPTER I

### NAME AND LOCATION

Section 1.1 The Corporation. The name of this non-profit corporation, Attached Homes Corporation, will not be set forth in full at every point it would appear throughout these By-Laws, but instead in some places may be referred to as the "Corporation". The principal office of the Corporation shall be located in Washington Township, Ohio at such place as may be designated by the Trustees from time to time or at such other location as the Trustees subsequently decide upon, but meetings of members and trustees may be held at such places within Montgomery County, Ohio or any adjacent county in said state as may be selected from time to time by the Board of Trustees.

## CHAPTER II

### DEFINITIONS

Section 2.1 Reference to Supplementary Declaration of Covenants, Conditions and Restrictions. For all purposes throughout these By-Laws, the definitions contained in the Supplementary Declaration which imposes the Covenants, Conditions and Restrictions applicable to the Lots and any Restricted Common Area used for the attached homes shall apply as well as the definitions in the original Declaration for The Country Place as recorded at deed microfiche 82-200A01, to the extent they do not conflict with definitions in said Supplementary Declaration, and those definitions are incorporated by reference in these By-Laws as fully as though completely rewritten.

## CHAPTER III

### MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the members shall be held after the first fiscal year of the Corporation has been completed, on a date between ninety and one hundred twenty days immediately after the expiration of said fiscal year, at the hour of 7:30 p.m. or at such other hour as the Trustees may determine and on such specific date as may be selected by the Trustees in the notices of the annual meetings. Thereafter the annual meeting shall be held during said period of ninety to one hundred twenty days after the close of each fiscal year, with

the Trustees having the right to select the exact date and vary the hour of such meeting as long as the date and hour are set forth in the notices of such meetings. The Board of Trustees shall give written direction to the secretary of the date, hour, place and purposes of each annual meeting, so as to enable the secretary to comply with the procedural requirements for giving notice of each annual meeting, as set forth below in these By-Laws. If the Trustees set some permanent date on which the annual meeting is to be held each year, and if that date falls on a legal holiday, Saturday, or Sunday, such meeting shall be held on the next following weekday.

Section 3.2 Special Meetings. Special meetings of the members may be called by any of the following:

- a. In writing by the president of the Corporation, or in the case of the president's absence, death or disability, the vice president authorized to exercise the authority of the president.
- b. In writing by the Trustees by action at a meeting, or by a majority of the Trustees acting without a meeting but in writing;
- c. In writing by members who are entitled to vote not less than one-fourth (1/4) of the total voting power of members of the Corporation.

Written calls for special meetings shall specify the time, day, place and purpose of such meetings and shall be delivered to the secretary in order that the secretary will be able to comply with the procedural requirements for giving notice of meetings, as set forth below in these By-Laws.

Section 3.3 Notice of Meetings. Written notice of annual and special meetings of the members shall be given by or at the direction of the secretary or persons authorized to call such meetings by mailing a copy of such notice, postage prepaid, at least ten and not more than sixty days before such meeting to each member entitled to vote thereat, addressed to the member's address as it appears on the books of the Corporation. Such address shall be deemed to be the address of the Lot and attached dwelling owned by such member, unless the Corporation is given written notice of a different address by the member. Notice of any meeting, annual or special, shall set forth the place, day, hour and also the purposes of the meeting as may be described in the written call for such meeting. The Board of Trustees may in any event add additional items of business to be included in such notices and to be transacted at such meetings. No business other

than that specified in the call for a meeting (plus items of business added by the Board of Trustees) and described in the written Notice shall be transacted at the meeting.

Section 3.4 Waiver of Notice; Action by Members Without Meeting. Notice of the time, place and purpose of any meeting may be waived only as follows: (a) in writing before, during or after the holding of such meeting; or (b) by the attendance of any member at such meeting. In accordance with Ohio statute 1702.25, any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, those Lot owners (i.e. members of this Corporation) who hold not less than fifty-one percent of the total voting power of members of the Corporation (except to the extent that the statutes of Ohio, the Articles of Incorporation, these By-Laws or the Supplementary Declaration require a greater proportion or number of votes for the particular action sought to be taken, in which case the writing or writings must be signed by such greater proportion or number). Any such writing(s) shall be filed with or entered upon the records of the Corporation.

Section 3.5 Quorum. The presence at the meeting of members entitled to vote, and/or the receipt of proxies entitling the holder thereof to cast, a majority of the voting power of the Corporation entitled to vote upon the questions involved in the stated purposes of the meeting shall constitute a quorum for any action to be taken upon those stated purposes. If, however, one of the stated purposes requires a vote of more than such majority, a quorum for that purpose shall be no less than the percentage of voting power so required.

Section 3.6 Adjournment of Meetings of Members. Whether or not a quorum is present, the holders of a majority of the votes represented at any meeting may adjourn such meeting of the members to a subsequent date. If the specific date, time and place to which such meeting is adjourned is fixed and announced at such meeting, written notice of said facts need not be given to members who were present at the meeting and were still in attendance at the time of such announcement, but in any event written notice of the specific date, time and place to which such meeting is adjourned shall be given, in the manner set forth in these By-Laws for any other meeting of members, to all members not present at such meeting at the time the announcement was made. The purposes of any adjourned meeting shall be limited to the purposes of the original meeting, as specified in this written notice thereof.

Section 3.7 Proxies. A member who is entitled to vote or to execute consents, or waivers, or releases may be repre-

sented at a meeting by, and may exercise any of his rights as a member through a proxy or proxies appointed in a writing signed by such member. The appointment of a proxy shall be invalid after the expiration of eleven months after it is made unless the writing specifies the date on which it is to expire or the length of time it is to continue in force. Every appointment of a proxy shall be revocable unless such appointment of a proxy is coupled with an interest. A revocation of a revocable appointment of a proxy may be made only as follows: (a) by the member who granted the original proxy executing a subsequent written proxy and delivering it to the Corporation; or (b) by the member who granted the proxy executing a written notice of revocation thereof and delivering such notice to the Corporation; or (c) by the member who granted the proxy attending a meeting of the members and during such meeting obtaining the floor and announcing his revocation of the proxy. No revocation or expiration shall invalidate or affect any votes previously cast or actions previously taken by the proxy holder, and the mere presence at a meeting of a member who has granted a proxy shall not be deemed to revoke the appointment of such a proxy. A revocable appointment of a proxy is not revoked by the death or incompetency of the member who gave the proxy unless, before the vote is taken or the authority granted is otherwise exercised, written notice of such death or incompetency of the member is received by the Corporation from the executor or administrator of the estate of such maker, or from the fiduciary having control of the ownership rights of the Unit through which the member originally obtained a voting right, or through receipt of a certified copy of a death certificate or a certified copy of a Court Order declaring the member to be of unsound mind or appointing a guardian for the member.

Section 3.8 Vote Required for Action by Members. When a quorum is present or represented at any meeting of the members, a majority of the voting power present or represented by proxy at such meeting may decide any question brought before the meeting, unless the issue is one upon which by express provision of the Articles of Incorporation, the Supplementary Declaration, these By-laws or by Ohio law a different vote is required, in which case such express provisions shall govern and control the vote necessary to decide the question.

Section 3.9 Exercise of Vote. The vote for any Lot as to which ownership is held by more than one person or entity may be exercised by any one of such persons or entities, unless an objection or protest or contrary vote by any other member who is a co-owner of the same Lot is made no later than five minutes after completion of the particular issue or election being voted upon, in which case no vote whatsoever shall be counted for such lot. Voting may not be secret and proxy votes must also be announced, so as to give opportunity for such objection, protest or contrary vote.



## CHAPTER IV

### BOARD OF TRUSTEES; MISCELLANEOUS PROVISIONS

Section 4.1 Number. The affairs of Attached Homes Corporation shall be managed by a Board of Trustees as is required by Ohio statutes dealing with non-profit corporations. All said Trustees shall be required to be members of the Corporation excepting those serving as Trustees through appointment in the Articles of Incorporation or through subsequent appointment or election by the Developer. The Corporation has been formed and created with three Trustees, and the number of Trustees may be increased by a vote of the members of the Corporation, but the number of the Trustees shall not be reduced below three.

Section 4.2 Term of Office. The Articles of Incorporation named the initial three Trustees and the Supplementary Declaration designated their terms in office. The terms of Trustees elected subsequently shall be for three years each, except that the initial terms may be staggered (for example, for one, two and three years) in order to avoid all terms expiring at the same time in the future.

Section 4.3 Removal. Each Trustee shall serve as such for the term for which he was elected or appointed. Each Trustee elected by the membership may be removed from such position for good cause shown at a meeting held for that purpose and by a majority of the then voting power of the membership. The Developer shall have the sole right to remove, at any time(s) and with or without cause, any one or more of the Trustees named in the Articles of Incorporation that created the Corporation and any one or more successor or replacement Trustees whom the Developer may have appointed or elected.

Section 4.4 Vacancies. A vacancy in the Board of Trustees shall be deemed to exist if any Trustee dies, resigns, is declared by Court Order to be of unsound mind (or if a Court Order appoints a guardian for that Trustee), fails to attend three consecutive duly called meetings without his absence being excused, fails to pay three or more assessments when due, is removed from office during his term as Trustee or, if such Trustee is required to be a member of the Corporation, upon his ceasing to be such a member. A vacancy in the Board of Trustees shall also be deemed to exist in the event the members act to increase the authorized number of Trustees but fail to elect the additional Trustee provided for, or at any time at which the members fail to elect the entire authorized number of Trustees. Any vacancy shall be filled by the remaining Trustees for the balance of the unexpired term except that the Developer shall have the sole right to fill vacan-

cies with regard to Trustees named in the Articles of Incorporation or subsequently appointed by Developer.

Section 4.5 Compensation. Until all Trustees are elected by vote of the members as a whole (as opposed to being named in the Articles of Incorporation or appointed or elected solely by Developer) no Trustee shall receive compensation for service rendered to the Corporation in the capacity as Trustee. After that point in time Trustees may receive such compensation as may be determined by the members. At any time, however, each Trustee shall be reimbursed for actual expenses incurred in the performance of Trustee duties. (Compensation of officers is to be set by the Trustees, and the fact that an officer is also a Trustee shall not bar that person from receiving compensation as such officer.)

Section 4.6 Action Taken Without a Meeting. In accordance with the terms of Ohio statute 1702.25, any action which may be authorized or taken at a meeting of the Trustees may be authorized or taken without a meeting by the affirmative vote, consent or approval of, and in a writing or writings signed by, all of the Trustees who would be entitled to notice of a meeting to be held for the purpose of accomplishing such action. Any such writing shall be filed with or entered upon the records of the Corporation.

## CHAPTER V

### NOMINATION AND ELECTION OF TRUSTEES

Section 5.1 Nomination. Nominations for election to the Board of Trustees of the Corporation shall be made by a nominating committee if one exists; provided, however, that nominations may also be made from the floor at any meeting called to elect one or more Trustees. Any nominating committee which exists shall be appointed by the Board of Trustees and shall consist of not less than two nor more than four persons all of whom shall be members of the Corporation. If there are enough members of the Corporation who are not Trustees and who are willing to serve as the nominating committee, a majority of any such nominating committee shall consist of persons who are not then serving as Trustees. The appointments to such committee shall expire immediately upon completion of the election for which the nominations were made, and a new nominating committee may be appointed by the Board of Trustees prior to the next election. In the event the Trustees fail to appoint such a committee, all nominations shall be made from the floor.

Section 5.2 Election. Election to the Board of Trustees shall be by written ballot. At such election the members or their proxies may cast, in respect to each Trustee position to be elected, as many votes as they are entitled to exercise under the provisions of the Declaration or the Articles of Incorporation. The persons receiving the largest number of votes shall be elected; provided, however, that in the event said number of votes is less than a majority, a run-off election shall be held between the two candidates receiving the highest number of votes, so as to insure that those persons elected to the Board of Trustees have been selected by a majority of the voting power of the members of the Corporation present in person or by proxy at that meeting.

## CHAPTER VI

### MEETINGS OF TRUSTEES

Section 6.1 Regular Meetings, Frequency and Place. Regular meetings of the Board of Trustees shall be held quarterly (or more or less frequently as the Board may decide by resolution at any meeting) and shall be held within Montgomery County, Ohio or any adjacent county in said state.

Section 6.2 Special Meetings, Called by, Place. Special meetings of the Board of Trustees may be called in writing at any time by the chairman of the Board, by the president, or by any two Trustees, and shall be held within the same geographical limits as apply to regular meeting of Trustees.

Section 6.3 Notice of Meetings. Written notice of regular and special meetings of the Trustees shall be given to each Trustee by or at the direction of the secretary or persons authorized to call such meetings in the manner required by Ohio statute 1702.31, either by personal delivery or by mail, telegram or cablegram and shall be given not less than three nor more than twenty days prior to the date of each meeting. Each Trustee must keep his or her current address on file with the secretary of the Corporation, and notices of meetings shall be deemed given if directed in the proper manner to such address. Notice of any meeting, regular or special, shall set forth the place, day, hour and also the purposes of the meeting as may be described in the written call for such meeting. Persons calling a special meeting shall have the duty to transmit such written call, including a description of the purposes of the meeting, to the secretary in adequate time to permit the preparation and issuance of the required notices, and the chairman of the Board or the president may add additional purposes or items of business to be included in the notice of any meeting. No business other

than that specified in the call for such a meeting (together with any additional items or business added by the chairman of the Board or the president) and listed in the notice of any meeting shall be transacted at such meeting.

Section 6.4 Waiver of Notice; Meetings Limited to Trustees. Notice of the time, place and purpose of any meeting may be waived only as follows: (a) in writing before, during or after the holding of such meeting; or (b) by the attendance of any Trustee at such meeting. In the same manner that corporations organized for profit provide for meetings of shareholders and also provide for separate meetings of the Board of Directors (with the result that attendance at such meetings is limited to the category involved, i.e. owners of shares of stock at shareholders' meetings, and directors at meetings of the Board of Directors) so meetings of the Board of Trustees shall be limited to the Trustees and to such agents, employees and invitees as the Board may wish to have present. In any event, however, as long as an appointee of the Developer serves as a Trustee any attorney and/or accountant and/or other representative of the Developer shall be conclusively presumed to have an invitation to be present and shall have full rights to attend and speak at meetings of the Board.

Section 6.5 Quorum. A majority of the Trustees serving at the time shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board.

Section 6.6 Adjournment of Trustees' Meetings. Whether or not a quorum is present the Trustees present at a meeting may adjourn any such meeting of the Trustees to a subsequent date. If said subsequent date, time and place to which such meeting is adjourned are fixed and announced at the meeting, written notice of said facts needs not be given to Trustees who were present at the time of such announcement, but in any event written notice of the date, time and place to which such meeting is adjourned shall be given, in the manner set forth in these By-Laws for any other meeting of Trustees, to all Trustees not so present at the time of such announcement. The purposes of any adjourned meeting shall be limited to the purposes of the original meeting, as specified in the written notice thereof.

Section 6.7 Meetings to Elect Officers. A regular or a special meeting of the Board of Trustees shall be held each year on the same day as and immediately following the annual meeting of the members of this Corporation, for the purpose of electing officers of the Corporation.

Section 6.8 Meetings by Means of Communication Equipment. Meetings of Trustees may be held through any communications equipment if all persons participating can hear each other, and action may be taken by the Trustees at such meetings without the necessity of any writing signed by all of the Trustees, but such oral actions shall be documented subsequently in written minutes maintained as part of the records of the Corporation.

## CHAPTER VII

### POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1 Powers. All of the power and authority of the Corporation shall be exercised by its Board of Trustees and not by the members of the Corporation, except in those limited situations in which the laws of Ohio, the Supplementary Declaration or the Articles of Incorporation require that some specific action be authorized or taken by a vote of the members. The authority and power of the Board of Trustees shall include, but shall not be limited to, the power to:

- a. Adopt and publish reasonable rules and regulations governing the use of the Lots and any Restricted Common Area used for the attached homes and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and the right to be elected or serve as an officer or Trustee of this Corporation during any period in which such member shall be in default in the payment of any assessment levied by the Corporation and for a period not to exceed sixty days for each infraction of published rules and regulations or of any provision of the Supplemental Declaration;
- c. Exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation;
- d. Employ any manager, independant contractor, attorney, accountant and such employees and/or agents as the Board of Trustees may deem necessary or appropriate.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to take all such action as may be necessary or appropriate to operate and manage the Corporation within the scope of the powers of the Board, including but not limited to

the duties to:

a. Cause to be kept a record of the acts and decisions of this Corporation in the form of a non-profit corporation minute book containing minutes of the meetings of Trustees and of meetings of members, which minutes shall record the actions and decisions taken and made by official resolution at such meetings. These records shall be available, as a statement of the actions and decisions of the Trustees, to the members at each annual and special meeting of the members.

b. Elect, supervise and remove all officers of the Corporation and to determine the compensation of those officers;

c. To act on assessment matters, as required by the Supplementary Declaration, so as to;

1. Fix the amount of assessments against each Lot subject to the Supplementary Declaration in the manner required therein (these shall be those assessments pertaining solely to the attached homes, since any assessments pertaining to the entire residential planned unit development known as The Country Place will be fixed and levied by a separate non-profit corporation known as The Country Place Association;

2. Send written notice of each assessment, to the extent and in the manner required by the Supplemental Declaration, to every person who is an owner or title holder subject to such assessments at that time;

3. Foreclose the lien against any Lot for which assessments are not paid within thirty days after the date the lien is filed for record and/or to bring an action at law for recovery of the unpaid assessments, if the amount of such assessments is such that in the opinion of the Board it would be sound business judgment to foreclose such lien and/or to bring such a collection action at law;

d. Issue, or to cause an appropriate officer to issue, upon written demand by any person reasonably entitled to such information, a certificate setting forth whether or not assessments against a particular Lot or Lots have been paid and the amount of unpaid assessments. A reasonable charge per Lot may be made by the Board for the issuance of these certificates. Such a certificate shall be conclusive evidence of the payment of

assessments and the amount of unpaid assessments, as set forth thereon;

e. Procure and maintain insurance as provided by the Supplementary Declaration;

f. Cause annual financial statements of the fiscal condition of the Corporation, both balance sheets and income statements, to be made available to all members once each year; and to cause all officers or employees having fiscal responsibilities to be bonded if the Board deems it advisable to do so;

g. Cause the maintenance work described in the Supplementary Declaration to be performed with regard to Lots and any Restricted Common Area used for the attached homes to the extent the Trustees deem such maintenance to be reasonably necessary and appropriate;

h. Keep, or provide for the keeping of, correct and complete books and records of account, so as to specify the receipts and expenditures relating to the Restricted Common Area and other common receipts and expenses among and from the Lot owners; also to or cause the secretary to keep minutes of annual and special meetings of members (Lot owners) and records of the names and addresses of the members.

## CHAPTER VIII

### OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Officers. The officers which the Corporation is required to designate and elect shall be those required by Ohio statute 1702.34, to-wit: a president, a secretary and a treasurer. Officers who are not required but who may be designated and elected by the Board of Trustees include, without limitation, one or more vice presidents, assistant officers, and other miscellaneous officers. Further, the Board of Trustees may designate a chairman to preside at meetings of that Board. No officer other than the president (and the chairman of the Board) need be a member of the Board of Trustees. In the event of absence of any officer of the Corporation or for any other reason which the Board of Trustees may deem sufficient, the Board of Trustees may delegate powers or duties of the absent officer to any other officer.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of trustees following each annual meeting of the members.

Section 8.3 Term. Each officer of this Corporation shall hold office for such term as may be designated by the Trustees and for such longer time until his successor is elected, unless he shall sooner die, resign, be removed, or otherwise cease to act as such officer, or be disqualified from serving. The election or designation of an officer for a given term shall not be deemed to create contract rights in such person to the term of office. No action by any officer shall be deemed to be void or voidable at the election of the Corporation or of any other person merely by virtue of the fact that the term of said officer has expired without a successor being elected or designated and/or without the officership position having been eliminated by action of the Trustees.

Section 8.4 Special Designation of Officers. As authorized by Section 8.1 above, the Board may elect such other officers as the affairs of the Corporation may require and each of these shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office at any time with or without cause by the Board. Any officer may resign at any time 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 unless otherwise specified herein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office shall be filled, if at all, by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced. A vacancy shall be deemed to exist if any officer fails to pay three or more assessments when due.

Section 8.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person as may the positions of president and chairman of the Board of Trustees. No other combination of officers may be held by any one person.

Section 8.8 Duties. The duties of the officers shall be as follows:

a. President. The president shall preside at all meetings of the members and, unless the Board of Trustees



has designated a chairman of the Board, shall preside at all meetings of the Board of Trustees. The president shall see that orders and resolutions of the board are carried out; shall sign (together with the secretary or any other officer) or delegate authority to sign all leases, mortgages, deeds and other written agreements; shall sign or co-sign all promissory notes; shall be one of the officers authorized to sign on any checks issued by the Corporation; and shall in general perform all duties of the chief executive officer of this corporation, always being subject to the superior authority of the Board of Trustees.

b. Vice President. The vice president (if any such officer has been elected by the Board of Trustees) shall act in the place and stead of the president in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board or delegated to him by the president.

c. Secretary. The secretary shall keep the minutes of all meetings of the members so as to show the official actions and decisions taken and made at such meetings. If the secretary is also a Trustee, the secretary shall keep similar minutes with regard to meetings of the Board of Trustees. He shall serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Corporation together with their addresses, and shall perform such other duties as required by the Board or delegated to him by the president or vice president. The position of secretary may be filled by the attorney at law designated by the Board to represent the Corporation.

d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all money of the Corporation and shall disburse such funds as directed by the president or by resolution of the Board of Trustees; shall sign or co-sign all promissory notes, and shall be one of the authorized signers on checks, of the Corporation; keep proper books of account, cause annual financial statements of the Corporation's fiscal condition to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the annual meeting of members and deliver a copy thereof to that meeting and to the Board of Trustees in advance of that meeting. Unless designated to the contrary by the Trustees, the fiscal year of the Corporation shall be co-extensive with the calendar year

and the treasurer shall keep his books on that basis. The treasurer shall perform such other duties as the Board of Trustees may require or as may be delegated to him by the president or vice president.

All or any portion of these duties may be transferred by the Board of Trustees from the treasurer to an independant bookkeeper or accountant employed by the Trustees or to a manager or other agent of the Corporation employed by the Board of Trustees.

## CHAPTER IX

### COMMITTEES

Section 9.1 Various Committees. The Board of Trustees may (but is not required to) appoint a Nominating Committee as explained in Chapter V, Section 5.1 of these By-Laws and may also appoint such other committees as the Board deems appropriate in carrying out the purposes of this Corporation, including but not limited to:

a. A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance and repair of the real estate subject to the maintenance and repair authority of this Corporation, and which shall perform such other functions as the Board in its discretion may determine;

b. An Audit Committee which shall review the annual financial statements of the Corporation's fiscal condition and approve the annual budget and statement of income and expenditures to be presented to the membership at the annual meeting of members. The treasurer shall be an ex officio member of such a committee if it is created by the Board.

Section 9.2 Receiving Complaints. It shall be the duty of each committee to receive complaints from members on any matters involving Corporation functions, facilities, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Trustee or officer of the Corporation as is further concerned with the matter presented. Provided, however, that the Board of Trustees shall retain ultimate control, authority and responsibility and that the Board shall have the authority to reverse or override any action of any committee.

Section 9.3 Responsibility to Trustees. No committee shall be deemed to constitute a standing committee, and all committee members appointed by the Trustees shall be deemed to have been appointed to serve as such for a term of only one year or until such earlier or later date that the Trustees determine to eliminate that position or committee.

## CHAPTER X

### BOOKS AND RECORDS

Section 10.1 Documents Available for Inspection. The books records and papers of the Corporation shall at all times during reasonable business hours be subject to inspection by any member, Trustee, officer or attorney representing the same for any reasonable and proper purpose. A copy of the Supplementary Declaration, of the Articles of Incorporation, of these By-laws, and of any rules and regulations of this Corporation shall be available for inspection by any member at the principal office of the Corporation (or, during such time as a majority of the Trustees have been appointed by Developer, in the office of the Developer, from whom additional copies may be purchased at reasonable cost).

## CHAPTER XI

### CORPORATE SEAL

The Corporation shall not be required to have or use a corporate seal.

## CHAPTER XII

### AMENDMENTS

Section 13.1 Method of Amending. These By-Laws may be amended by the same votes or consents and in the same manner as the Supplementary Declaration may be amended, as provided in Section 11.5 thereof which is incorporated herein by reference.

Section 13.2 Conflict among Supplementary Declaration, By-Laws and Articles of Incorporation. In the event of any conflict between the Articles of Incorporation and these By-Laws or any amendment thereto, the Articles shall control; and in the event of any conflict between the Supplementary Declaration and these By-Laws or any amendment thereto, the Supplementary Declaration shall control; and in the event of any conflict between the Supplementary Declaration and the Articles of Incorporation, the Supplementary Declaration shall control.

CHAPTER XIII

ORDER OF BUSINESS

At any meeting of the members or Trustees of this Corporation the order of business shall be as follows: (1) call meeting to order; (2) designation of chairman and secretary for the meeting; (3) proof of notice, waivers of notice; (4) role call, including filing of proxies with secretary; (5) approval of minutes of previous meeting; (6) reports of various committees or individuals; (7) if annual meeting or meetings called for that purpose, election of Trustees or officers; (8) unfinished business; (9) new business; (10) adjournment.

IN WITNESS WHEREOF, we, being all of the Trustees of the Corporation, have hereunto set our hands this 12th day of September, 1983.

1st Gerald T Koszycki  
GERALD T. KOSZYCKI

1st Barbara A. Duckro  
BARBARA A. DUCKRO

1st John E. Duckro  
JOHN E. DUCKRO

SEP 12 '83

-17-

NO TRANSFER NEEDED  
ROBERT L. RODERER  
COUNTY AUDITOR  
44@AHC.BI-17 Condo

- 83 429B02 -







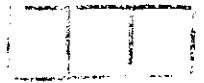
Exhibit C was the Articles of Incorporation for  
"Attached Homes Corporation".

Those Articles appear in an earlier portion of  
this minute book.



Exhibit D was the By-Laws of "Attached Homes Corporation".

Those By-Laws appear in an earlier portion of this minute book.



FIRST AMENDMENT to the SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

RECORDED  
220

JAN 4 3 25 PM '84

MCN...

Prepared by:

JAMES R. GOULD  
of the law firm of  
Altick & Corwin  
1300 Talbott Tower  
Dayton, Ohio 45402  
Telephone: 513/223-1201

see plat book 120  
page 14

JAN 4 '84

TRANSFERRED  
ROBERT L. BODERER  
COUNTY CLERK

FIRST AMENDMENT to the SUPPLEMENTARY DECLARATION

of Covenants, Conditions And Restrictions

for

the Attached Homes portion of The Country Place

This First Amendment to the Supplementary Declaration is made and entered into by John E. Duckro, Inc. (Duckro) a corporation duly organized and existing under the laws of the State of Ohio.

(A) Previous Recording Information. The condominium documents and subsequent amendments to those documents have been recorded in the Deed and Plat Records of Montgomery County, Ohio and with the Secretary of State of Ohio as follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration of Covenants, Conditions and Resitrictions for the Planned Unit Development of The Country Place	5/28/82	82-200A01	B. 116, P. 34
	<u>Date</u>	<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of The Country Place Association	4/22/82	593396	Roll F063, Fr. 1782
First Amendment to the original Declaration	3/7/83	83-094D09	B. 118, P. 8-8A
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9/12/83	83-428A01	B. 118, P. 6

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes Corporation	9/14/83	620536	Roll 326, Fr. 0763

(B) Purpose of this First Amendment to Supplementary Declaration. The sole purpose of this First Amendment is to make the Supplementary Declaration applicable to the additional real estate described in Exhibit A-1 attached hereto and made a part hereof.

(C) Compliance with Requirements of Declaration as to Amendments. This First Amendment complies with requirements for amendments as set forth in Section 11.5 of the Supplementary Declaration and in Sections 2.3 and 14.16 of the original Declaration for The Country Place. Those various provisions grant the Developer the right to amend this declaration in order to reflect revisions in the Development Plan, including but not limited to amendments that determine the exact location of Lots. The Developer is amending the Development Plan by subdividing Lot 5 in the subdivision known as The Country Place, Section One, into three separate and smaller lots. The subdivision map or record plan for these lots will be approved by the Planning Commission of Montgomery County, Ohio as the local government platting authority. A reduced-size copy of that subdivision map or record plan is attached to this First Amendment to the Supplementary Declaration, identified as The Country Place, Section One-B, and is made a part hereof. It is anticipated that the large original pages of the subdivision map for said Section One-B will be recorded in the Plat Records of Montgomery County, Ohio after the recording of this First Amendment.

Notice of the amendment to the Development Plan and of this First Amendment to the Supplementary Declaration has been given to The Country Place Association (as required by Section 2.3 of the original Declaration for that development). Delivery of that notice is evidenced by the affidavit and receipt attached as Exhibit Z.

(D) Additional Exhibits (description of land, drawings). The Supplementary Declaration is hereby amended by the addition thereto of Exhibit A-1 which constitutes the legal description of the three (3) additional lots being made subject to the Supplementary Declaration, and by the addition of Exhibit B-1 which constitutes the plat of said three lots (referred to as Section One-B of The Country Place).

(E) References to Exhibits A and B. The Supplementary Declaration is hereby amended so as to provide that each and every reference therein to Exhibit A shall be deemed to read "Exhibits A and A-1 of this Supplementary Declaration as amended".

That Supplementary Declaration is further amended so as to provide that each and every reference therein to Exhibit B shall be deemed to read, "Exhibits B and B-1 of this Supplementary Declaration as amended".

Through these amendments the three (3) lots described in Exhibit A-1 has now been made subject to the Supplementary Declaration.

(F) No Other Changes. No changes or revisions are made in the Supplementary Declaration with the exception of those set forth above.

IN WITNESS WHEREOF, this First Amendment has been executed on the 30<sup>th</sup> day of December, 1983 by John E. Duckro, Inc., the Developer, to be binding upon and to inure to the benefit of the Developer, its successors and assigns, and upon all future owners of any interest in the real estate subject hereto.

Signed and Acknowledged  
in the Presence of:

JOHN E. DUCKRO, INC.

James R. Gault  
Lori G. Lambdin

By: John E. Duckro, Sr.  
John E. Duckro, Sr., President

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of December, 1983 by John E. Duckro, Sr., as President of John E. Duckro, Inc., an Ohio corporation, on behalf of that corporation.

Lori G. Lambdin  
Notary Public

LORI G. LAMB DIN, Notary Public  
In and for the State of Ohio  
My Commission Expires JAN. 24, 1988

EXHIBIT A-1

to the First Amendment to the Supplementary Declaration for

The Country Place

DESCRIPTION OF REAL ESTATE

Situated in Washington Township, Montgomery County, Ohio and being Lot 5 on the subdivision known as Section One of The Country Place as recorded in Plat Book 116 at Page 34 in the office of the Recorder of Montgomery County, Ohio.

Subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

After the recording in the plat records of the subdivision map attached as Exhibit B-1, said Lot 5 will have been replatted into three lots known as Lots 5-A, 5-B and 5-C of Section One-B of The Country Place.

SECOND PLAN

THE COUNTRY PLACE SECTION ONE - B A PLANNED UNIT DEVELOPMENT

located in SECTION 3, TOWN 1, RANGE 8 N. R. 12 E. WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO CONTAINING 8.948 ACRES NOV. 1, 1983 MOBILE 1-230

The land shown on this plan was... and the boundaries of the lots shown on this plan were established by the plan...

Noted and approved...

JOHN E. BROWN, INC.

James B. Davidson

Charles L. Hays

Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...



Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...

Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...

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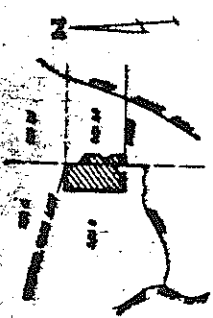
Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...

Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...

Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...

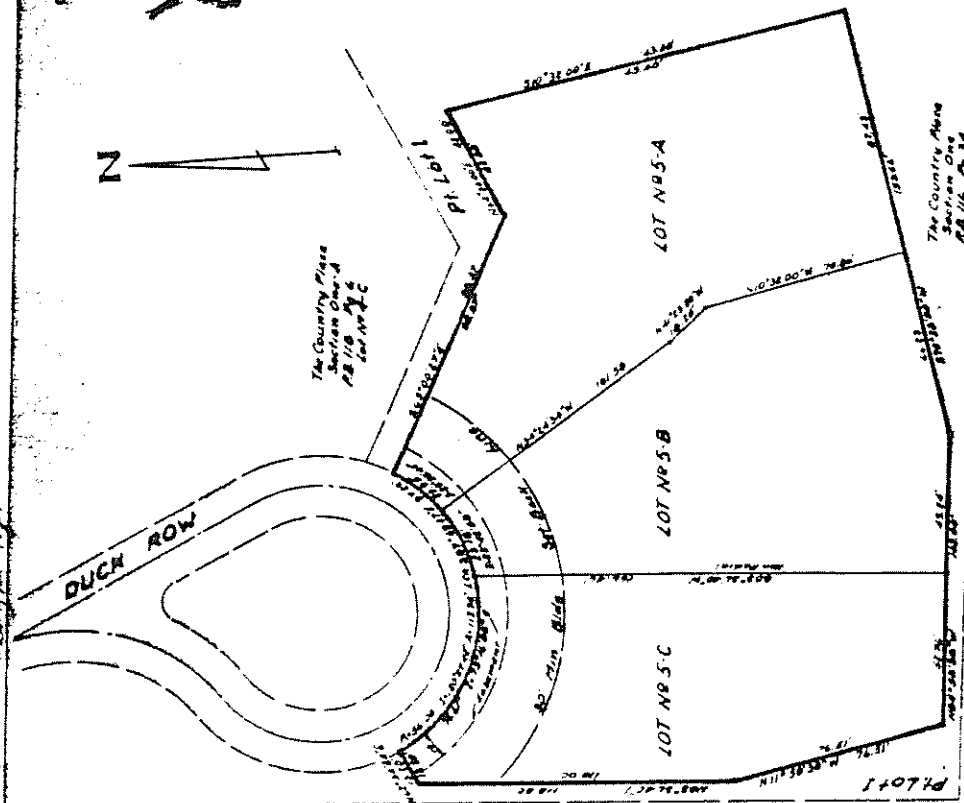
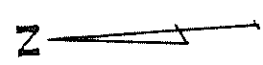
Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...

Noted and approved... I have examined the plan and believe that the same is in accordance with the provisions of the law...



VICINITY MAP

The lot shown on this plan... and the boundaries of the lots shown on this plan were established by the plan...



APPROVED FOR DESCRIPTION AND OWNERSHIP... DATE 1-3-84

ERED E. FRECKER, L.L.P.S.

APPROVED BY THE PLANNING COMMISSION MONTGOMERY COUNTY, OHIO

DATE 1-3-84

CERTIFICATION

The state subdivision is shown on this plan... and the boundaries of the lots shown on this plan were established by the plan...



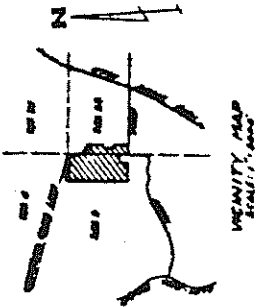
NOTARY PUBLIC

Notary Public for Montgomery County, Ohio

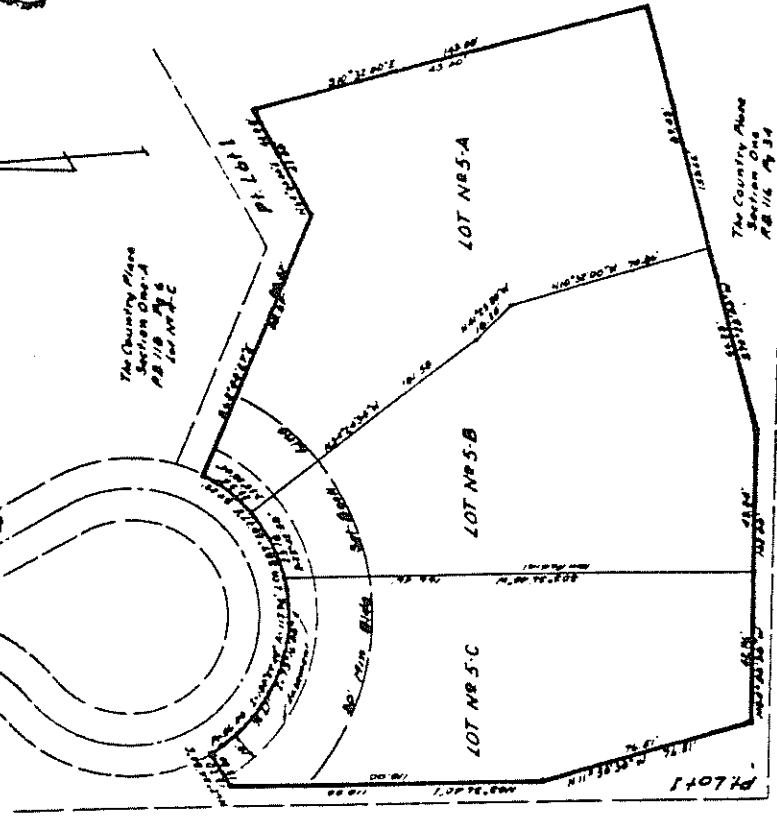
RECORD PLAN  
THE COUNTRY PLACE  
SECTION ONE - B  
A PLANNED UNIT DEVELOPMENT

located in  
SECTION 3, TOWN 1, RANGE 8 N.B.S.  
WASHINGTON TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
CONTAINING 0.843 ACRES  
NOV., 1983 SCALE 1"=20'

Plot Book  
120, Page 14



The lots shown on this map are subject to the following  
restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.  
5. The minimum lot area shall be 10,000 sq. ft.  
6. The minimum lot width shall be 100 feet.  
7. The minimum lot depth shall be 100 feet.  
8. The minimum lot frontage shall be 100 feet.



The proposed subdivision is shown on the attached map and is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.

Prepared and submitted by  
*James A. Davidson*  
*Charles L. Hight*  
JAMES A. DAVIDSON, INC.  
1000 N. HIGHWAY 100  
COLUMBUS, OHIO 43260

By the County of Montgomery, Ohio  
I, *Joseph P. Kelly*, County Auditor, do hereby certify that the above described land is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.



By the Planning Commission  
I, *James A. Davidson*, Chairman, do hereby certify that the above described land is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.

By the Board of Health  
I, *James A. Davidson*, Chairman, do hereby certify that the above described land is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.

By the Board of Public Safety  
I, *James A. Davidson*, Chairman, do hereby certify that the above described land is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.



By the Board of Education  
I, *James A. Davidson*, Chairman, do hereby certify that the above described land is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.

By the Board of Public Works  
I, *James A. Davidson*, Chairman, do hereby certify that the above described land is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.



100-5-5  
100-5-5

CERTIFICATION

The above described land is subject to the following restrictions in the Country Place  
1. The minimum lot area shall be 10,000 sq. ft.  
2. The minimum lot width shall be 100 feet.  
3. The minimum lot depth shall be 100 feet.  
4. The minimum lot frontage shall be 100 feet.



APPROVED FOR DESCRIPTION AND OWNERSHIP  
ENGINEERS  
*Fred E. Fricke*  
DATE 1-3-84

APPROVED BY THE PLANNING COMMISSION  
MONTGOMERY COUNTY, OHIO  
THE 12. DAY OF Dec., 1983  
*James A. Davidson*  
DIRECTOR

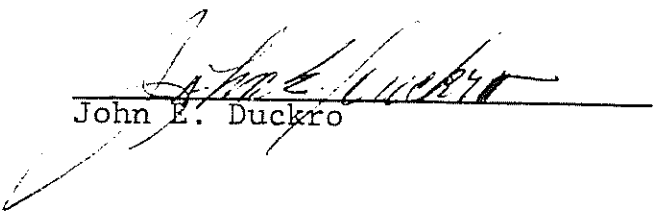
NOTARY PUBLIC  
*James A. Davidson*  
NOTARY PUBLIC



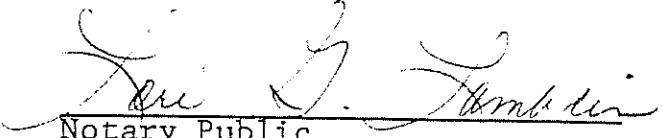
AFFIDAVIT OF NOTICE

County of Montgomery, State of Ohio, ss:

John E. Duckro, as President of John E. Duckro, Inc., being first duly cautioned and sworn, deposes and says that he has delivered to The Country Place Association a copy of the First Amendment to the Supplementary Declaration for the attached homes portion of The Country Place for the purpose of giving that Association written notice of the changes made in the Development Plan, those changes being in the form of replatting Lot 5 into Lots 5-A, 5-B and 5-C and making those Lots subject to the Supplementary Declaration.

  
John E. Duckro

30<sup>th</sup> Sworn to before me and subscribed in my presence this day of December, 1983.

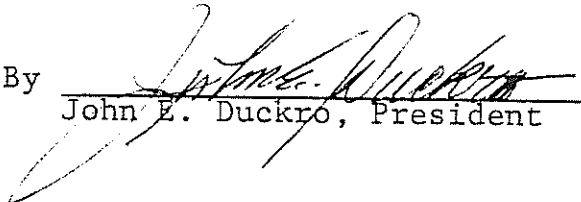
  
Notary Public

LORI G. LAMB DIN, Notary Public  
In and for the State of Ohio  
My Commission Expires JAN. 24, 1988

RECEIPT OF NOTICE

The Country Place Association, an Ohio non-profit corporation, hereby acknowledges receipt of a copy of the aforesaid First Amendment.

The Country Place Association

By   
John E. Duckro, President

JAN 4 1984  
TRANSFERRED  
ROBERT L. RODERER  
COUNTY CLERK

20658

7

C

SECOND AMENDMENT to the SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

RECORDERS  
RECORDED

65-20

Nov 12 10 41 AM '85

MONTGOMERY CO. OHIO  
RECORDED

Prepared by:

JAMES R. GOULD, of the law firm of  
ALTICK & CORWIN  
900 Talbott Tower  
Dayton, Ohio 45402  
Telephone: (513) 223-1201

FOR THAT SEE:

plat book 126

page 3

NOV 12 10 41 AM '85

RECORDED

SECOND AMENDMENT TO THE SUPPLEMENTARY DECLARATION  
of Covenants, Conditions and Restrictions  
for  
the Attached Homes portion of The Country Place

This Second Amendment to the Supplementary Declaration is made and entered into by Thomas L. Reagan as the Developer of the real estate described in attached Exhibit A-2.

(A) Previously Recorded Documents that Apply as Plat Restrictions and Apply as Covenants Running With the Title to Lots 23-A, 23-B, 23-C, and 23-D. A number of different documents have been recorded with regard to the planned unit residential development known as The Country Place. This development is not a condominium, but is of the type sometimes referred to as a landminium or a planned development. Through this Second Amendment to the Supplementary Declaration, all provisions of the following documents shall be deemed to constitute plat restrictions and covenants running with the title to the lots described in Exhibit A-2 (which Exhibit is attached to and made a part of this Second Amendment), to-wit: Lots 23-A, 23-B, 23-C, and 23-D.

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of The Country Place Association	4/22/82	593396	Roll F063, Fr. 1782
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration of Covenants, Conditions and Restrictions for the Planned Unit Development of The Country Place	5/28/82	82-2000A01	Section One B. 116, P. 34
First Amendment to the original Declaration	3/7/83	83-094D09	Section Two B. 118, P. 8-8A
Second Amendment to the original Declaration	9/13/84	84-432B07	No drawing to be recorded in Plat Records

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes Corporation	9/14/83	620536	Roll 326, Fr. 0763
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9/12/83	83-428A01	Section One-A B. 118, P. 6
First Amendment to the Supplementary Declaration	1/4/84	84-0006B01	Section One-B B. 120, P. 14

(B) Purpose of this Second Amendment to Supplementary Declaration. The sole purpose of this Second Amendment is to make the Supplementary Declaration applicable to the additional real estate described in Exhibit A-2 attached hereto and made a part hereof. That real estate (i.e., Lot 23 on the plat of The Country Place, Section Two, now being replatted into Lots 23-A, 23-B, 23-C, and 23-D of Section Two-B) is part of the Additional Property described in Exhibit E of the Supplementary Declaration. Accordingly, it is authorized to be added to and made a part of The Country Place.

(C) Compliance with Requirements of Declaration as to Amendments. This Second Amendment complies with requirements for amendments as set forth in Section 11.5 of the Supplementary Declaration and in Sections 2.3 and 14.16 of the original Declaration for The Country Place. Those various provisions grant the Developer the right to amend this Declaration in order to reflect revisions in the Development Plan, including but not limited to amendments that determine the exact location of Lots. The Developer of Lot 23 is Thomas L. Reagan and he is now amending the Development Plan by subdividing Lot 23 in the subdivision known as The Country Place, Section Two, into four separate and smaller lots. The subdivision map or record plan for these lots will be approved by the Planning Commission of Montgomery County, Ohio as the local government platting authority. A reduced-size copy of that subdivision map or record plan is attached to this Second Amendment to the Supplementary Declaration, identified as The Country Place, Section Two-B, and is made a part hereof. It is anticipated that the large original pages of the subdivision map for said Section Two-B will be recorded in the Plat Records of Montgomery County, Ohio after the recording of this Second Amendment.

Notice of the amendment to the Development Plan and of this Second Amendment to the Supplementary Declaration has been given to The Country Place Association (as required by Section 2.3 of the original Declaration for that development). Delivery of that notice is evidenced by the affidavit attached as Exhibit Y.

(D) Additional Exhibits (description of land, drawings). The Supplementary Declaration is hereby amended by the addition thereto of Exhibit A-2 which constitutes the legal description of the four (4) additional lots being made subject to the Supplementary Declaration, and by the addition of Exhibit B-2 which constitutes the plat of said four lots (referred to as Section Two-B of The Country Place).

(E) References to Exhibits A and B. The Supplementary Declaration is hereby amended so as to provide that each and every reference therein to Exhibit A shall be deemed to read "Exhibits A, A-1 and A-2 of this Supplementary Declaration as amended."

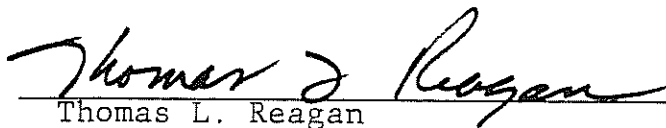
That Supplementary Declaration is further amended so as to provide that each and every reference therein to Exhibit B shall be deemed to read "Exhibits B, B-1 and B-2 of this Supplementary Declaration as amended".


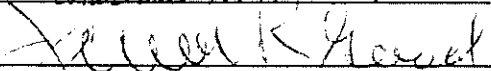
Through these amendments the four (4) lots described in Exhibit A-2 have now been made subject to the Supplementary Declaration.

(F) No Other Changes. No changes or revisions are made in the Supplementary Declaration with the exception of those set forth above.

IN WITNESS WHEREOF, this Second Amendment to the Supplementary Declaration has been executed on the 12th day of November, 1985, by THOMAS L. REAGAN as the Developer of said Lot 23 and the four new lots being created out of Lot 23, to be binding upon and to inure to the benefit of that Developer, his successors and assigns, and upon all future owners of any interest in those lots.

Signed and Acknowledged  
in the Presence of:

  
Thomas L. Reagan

STATE OF OHIO

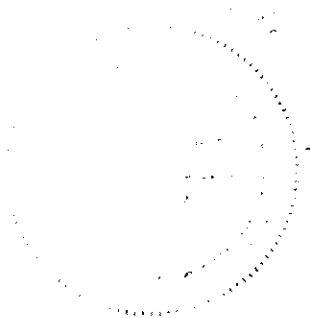
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this

12/1 day of November, 1985 by THOMAS L. REAGAN.

Charlene K. Nevins  
Notary Public

CHARLENE K. NEVINS, Notary Public  
In and for the state of Ohio  
My Commission Expires 9-24-90



AFFIDAVIT OF NOTICE

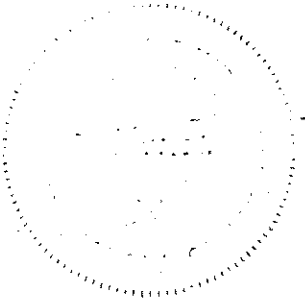
STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

THOMAS L. REAGAN, being first duly cautioned and sworn, deposes and says that he has delivered to The Country Place Association a copy of the Second Amendment to the Supplementary Declaration for the Attached Homes portion of The Country Place for the purpose of giving that Association written notice of the changes made in the Development Plan, those changes being in the form of replatting Lot 23 into Lots 23-A, 23-B, 23-C, and 23-D and making those Lots subject to the Supplementary Declaration.

Thomas L. Reagan  
Thomas L. Reagan

Sworn to before me and subscribed in my presence this 12th  
day of November, 1985.

Charlene K. Nevius  
Notary Public



CHARLENE K. NEVIUS, Notary Public  
In and for the State of Ohio  
My Commission Expires 9-24-90

EXHIBIT A-2

to the Second Amendment to the Supplementary Declaration  
for  
The Country Place

DESCRIPTION OF REAL ESTATE

Situated in Washington Township, Montgomery County, Ohio and being Lot 23 on the subdivision known as Section Two of The Country Place as recorded in Plat Book 118, Page 8 in the office of the Recorder of Montgomery County, Ohio.

Subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

After the recording in the plat records of the subdivision map attached as Exhibit B-2, said Lot 23 will have been replatted into four lots known as Lots 23-A, 23-B, 23-C and 23-D of Section Two-B of The Country Place.

88 JUN 17 2 11 AM '85

RECORDED  
MONTGOMERY COUNTY, OHIO







THIRD AMENDMENT to the SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

FRANK D. PEGG  
RECORDER

22-L

JAN 21 2 45 PM '86

MONTGOMERY CO. OHIO  
CORDED

Prepared by:

JAMES R. GOULD, of the  
law firm of  
ALTICK & CORWIN  
900 Talbott Tower  
Dayton, Ohio 45402  
Telephone (513) 223-1201

See Plat Book 124, at Page 35,  
plus Amendment recorded at  
86-0030D10

1986 JAN 21 PM 2: 31

NO TRANSFER NEEDED  
ROBERT L. RODERER  
MONT. COUNTY AUDITOR

THIRD AMENDMENT to the SUPPLEMENTARY DECLARATION

of Covenants, Conditions and Restrictions

for

the Attached Homes portion of The Country Place

This Third Amendment to the Supplementary Declaration is made and entered into by Duckro Development Company, an Ohio corporation, as the Developer of the real estate described in attached Exhibit A-3.

(A) Previously Recorded Documents that Apply as Plat Restrictions and Apply as Covenants Running With the Title to Lots 22-A, 22-B, 22-C, and 22-D. A number of different documents have been recorded with regard to the planned unit residential development known as The Country Place. This development is not a condominium, but is of the type sometimes referred to as a landminium or a planned development. Through this Third Amendment to the Supplementary Declaration, all provisions of the following documents shall be deemed to constitute plat restrictions and covenants running with the title to the lots described in Exhibit A-3 (which Exhibit is attached to and made a part of this Third Amendment), to-wit: Lots 22-A, 22-B, 22-C, and 22-D.

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of The Country Place Association	4/22/82	593396	Roll F063, Fr. 1782
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration of Covenants, Conditions and Restrictions for the Planned Unit Development of The Country Place	5/28/82	82-1000A01	Section One B. 116, P. 34
First Amendment to the original Declaration	3/7/83	83-094D09	Section Two B. 118, P. 8-8A
Second Amendment to the original Declaration	9/13/84	84-432B07	No drawing to be recorded in Plat Records

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes Corporation	9/14/83	620536	Roll 326, Fr. 0763
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9/12/83	83-428A01	Section One-A B. 118, P.6
First Amendment to the Supplementary Declaration	1/4/84	84-0006B01	Section One-B B. 120, P.14
Second Amendment to the Supplementary Declaration	11/12/85	85-0597C08	Section Two-B B. 126, P. 3

(B) Purpose of this Third Amendment to Supplementary Declaration. The sole purpose of this Third Amendment is to make the Supplementary Declaration applicable to the additional real estate described in Exhibit A-3 attached hereto and made a part hereof. That real estate (i.e., old Lot 22 on the plat of The Country Place, Section Two, which has already been replatted into Lots 22-A, 22-B, 22-C, and 22-D of Section Two-A) is part of the Additional Property described in Exhibit E of the Declaration. Accordingly, it is authorized to be added to and made a part of The Country Place.

(C) Compliance with Requirements of Declaration as to Amendments. This Third Amendment complies with requirements for amendments as set forth in Section 11.5 of the Supplementary Declaration and in Sections 2.3 and 14.16 of the original Declaration for The Country Place. Those various provisions grant the Developer the right to amend this Declaration in order to reflect revisions in the Development Plan, including but not limited to amendments that determine the exact locations of Lots. The Developer of old Lot 22, Duckro Development Company, already divided it into Lots 22-A-, 22-B, 22-C, and 22-D, and by doing so said Developer amended the Development Plan by creating these four separate and smaller lots. That subdivision has already been approved by the Planning Commission of Montgomery County, Ohio and has been recorded in Plat Book 124 at Page 35. A reduced-size copy of that subdivision map or record plan is attached hereto, is identified as Exhibit B-3, and is made a part hereof.

Notice of the amendment to the Development Plan and of this Third Amendment to the Supplementary Declaration has been given to The Country Place Association (as required by Section 2.3 of the original Declaration for that development). Delivery of that notice is evidenced by the affidavit attached as Exhibit X.

(D) Additional Exhibits (description of land, drawings). The Supplementary Declaration is hereby amended by the addition thereto of Exhibit A-3 which constitutes the legal description of the four (4) additional lots being made subject to the Supplementary Declaration, and by the addition of Exhibit B-3 which constitutes the plat of said four lots (referred to as Section Two-A of The Country Place).

(E) References to Exhibits A and B. The Supplementary Declaration is hereby amended so as to provide that each and every reference therein to Exhibit A shall be deemed to read "Exhibits A, A-1, A-2, and A-3 of this Supplementary Declaration as amended".

The Supplementary Declaration is further amended so as to provide that each and every reference therein to Exhibit B shall be deemed to read "Exhibits B, B-1, B-2, and B-3 of this Supplementary Declaration as amended".

Through these amendments the four (4) lots described in Exhibit A-3 have now been made subject to the Supplementary Declaration, and to all applicable provisions of the recorded documents described in paragraph (A) on pages 1-2 above.

(F) No Other Changes. No changes or revisions are made in the Supplementary Declaration with the exception of those set forth above.

IN WITNESS WHEREOF, this Third Amendment to the Supplementary Declaration has been executed on the 17th day of January, 1986, by DUCKRO DEVELOPMENT COMPANY, an Ohio corporation, as the Developer of said Lot 22 and the four new lots being created out of Lot 22, to be binding upon and to inure to the benefit of that Developer, its successors and assigns, and upon all future owners of any interest in those lots.

Signed and Acknowledged  
in the Presence of:

Ernest L. Single  
Walter K. Keen

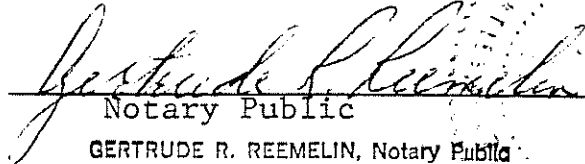
DUCKRO DEVELOPMENT COMPANY,  
an Ohio corporation

By John E. Duckro, Sr.  
John E. Duckro, Sr., President

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 17th day of January, 1986 by JOHN E. DUCKRO, SR., as President of DUCKRO DEVELOPMENT COMPANY, an Ohio corporation, on behalf of that corporation.

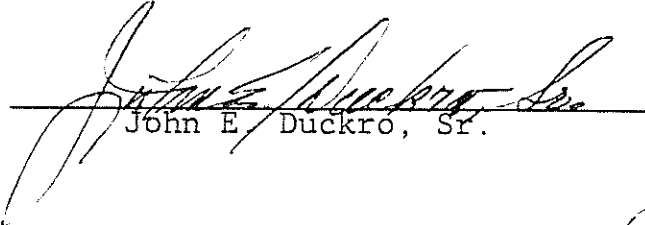
  
Notary Public

GERTRUDE R. REEMELIN, Notary Public  
In and for Montgomery and Warren Counties, Ohio  
My Commission Expires June 4, 1987

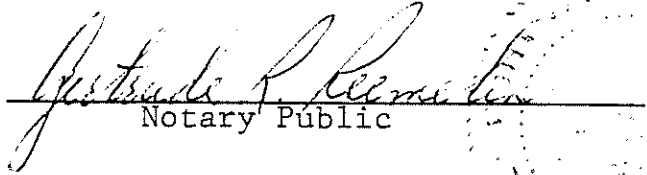
AFFIDAVIT OF NOTICE

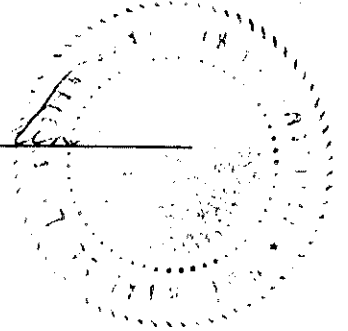
STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

JOHN E. DUCKRO, SR., being first duly cautioned and sworn, deposes and says that he has delivered to The Country Place Association a copy of the Third Amendment to the Supplementary Declaration for the Attached Homes portion of The Country Place for the purpose of giving that Association written notice of the changes made in the Development Plan, those changes being in the form of replatting Lot 22 into Lots 22-A, 22-B, 22-C, and 22-D and making those Lots subject to the Supplementary Declaration.

  
\_\_\_\_\_  
John E. Duckro, Sr.

Sworn to before me and subscribed in my presence this 17<sup>th</sup>  
day of January, 1986.

  
\_\_\_\_\_  
Notary Public



NO TRANSFER NEEDED  
ROBERT L. ROBERER  
MONT. COUNTY AUDITOR  
1986 JAN 21 PM 2:31



to the Third Amendment to the Supplementary Declaration  
for  
The Country Place

DESCRIPTION OF REAL ESTATE

Previous Lot now being replatted: Situate in Washington Township, Montgomery County, Ohio and being Lot 22 on the subdivision known as Section Two of The Country Place as recorded in Plat Book 118, Page 8 in the office of the Recorder of Montgomery County, Ohio.

Subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

Replatting into four new lots: After the recording in the plat records of the subdivision map attached as Exhibit B-3, said Lot 22 will have been replatted into four lots known as Lots 22-A, 22-B, 22-C and 22-D of Section Two-A of The Country Place.

Subject to all conditions, limitations, easements and restrictions of record and to all legal highways.





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VICKI D. PEGG  
RECORDER

5

16-L  
JAN 21 2 46 PM '86

MONTGOMERY CO. OHIO  
RECORDED

AMENDMENT TO COVENANTS AND RESTRICTIONS

in the plat of

THE COUNTRY PLACE, SECTION TWO-A

*263rd  
Amendment*

Prepared by:

JAMES R. GOULD  
of the law firm of  
Altick & Corwin  
900 Talbott Tower  
Dayton, Ohio 45402  
Telephone: 513/223-1201

DEED 86-0030 D10

NO TRANSFER NEEDED  
ROBERT L. ROBERTS  
MONT. COUNTY AUDITOR  
1986 JAN 21 PM 2:33

AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS

Reference to plat where the original covenants and restrictions are recorded.

The plat of The Country Place, Section Two-A is recorded in Plat Book 124 at Page 35 of the plat records in the office of the Recorder of Montgomery County, Ohio.

Real estate affected by this amendment.

The lots created by said plat of The Country Place, Section Two-A constitute the real estate affected by this amendment. They are described as follows:

Situated in Washington Township, Montgomery County, Ohio and being lots numbered 22-A, 22-B, 22-C. and 22-D on the plat of The Country Place, Section Two-A as recorded in Plat Book 124 at Page 35 of the records of said county and state.

Purpose of this amendment.

When the plat of The Country Place, Section Two-A was recorded, the intention of the owner-developer (Duckro Development Company) was to add the four lots (Lots 22-A-B-C-D) to the attached homes portion of the planned unit development known as The Country Place. To accomplish that, however, there should have first been recorded an Amendment to the Supplementary Declaration for the attached homes part of this planned unit development; and that Amendment to the Supplementary Declaration should then have been incorporated by reference as part of the covenants and restrictions of the plat. Through an error, that was not done.

Now, after the fact, a proper Amendment to the Supplementary Declaration has been prepared and has been recorded. By signing the within amendment to the plat itself, all persons and organizations who claim an ownership or a lienhold interest in the four lots 22-A-B-C-D are acting to correct the error so as to include those lots in The Country Place.

Amendment of covenants and restrictions in the plat of Section Two-A.

Those covenants and restrictions, as set forth underneath the drawing of the four lots in that plat, are hereby amended by revising the last sentence to read as follows:

The aforesaid documents, together with the Third Amendment to the Supplementary Declaration for the attached homes portion of The Country Place, recorded at deed microfiche 86-0030-D02 in the office of the Recorder of Montgomery County, Ohio, (and all previously recorded documents that are listed in said Third Amendment as being applicable to The Country Place) are incorporated herein by reference as plat covenants and restrictions."

IN WITNESS WHEREOF, the undersigned persons and organizations who hold ownership or lienhold interests in any of Lots 22-A-B-C-D have executed and acknowledged this plat amendment on the 17th day of January, 1986.

Signed and Acknowledged  
in the Presence of:

DUCKRO DEVELOPMENT COMPANY,  
an Ohio corporation, the owner  
of Lots 22-B-C-D

Emil F. Kimmich  
Gertrude K. Keenelin

By John E. Duckro, Sr.  
John E. Duckro, Sr., President

Gertrude K. Keenelin  
Robert Keenelin

William H. Niemeier  
William H. Niemeier, part owner  
of Lot 22-A

Gertrude K. Keenelin  
Shaw Egan

Elizabeth J. Niemeier  
Elizabeth J. Niemeier (Spouse of  
William H. Niemeier), part owner  
of Lot 22-A

THE THIRD NATIONAL BANK AND TRUST COMPANY,  
mortgagee of Lots 22-B-C-D

by Wm Pelischafsky  
AVP

GEM MORTGAGE CORPORATION OF NORTH AMERICA  
GEM SAVINGS ASSOCIATION,  
mortgagee for the Niemeiers

Gertrude K. Keenelin  
Lydia Thompson

By William J. Brogan  
WILLIAM J. BROGAN, SR. VICE PRESIDENT

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 17th day of January, 1986, by JOHN E. DUCKRO, SR., as President of DUCKRO DEVELOPMENT COPMANY, an Ohio corporation, on behalf of that corporation.

Gertrude R. Reemelín  
Notary Public

GERTRUDE R. REEMELIN, Notary Public  
In and for Montgomery and Warren Counties, Ohio  
My Commission Expires June 4, 1987

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 17th day of January, 1986, by WILLIAM H. NIEMEIER and ELIZABETH J. NIEMEIER.

Gertrude R. Reemelín  
Notary Public

GERTRUDE R. REEMELIN, Notary Public  
In and for Montgomery and Warren Counties, Ohio  
My Commission Expires June 4, 1987

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 17th day of January, 1986 by W. M. Pabstchuk on behalf of THE THIRD NATIONAL BANK AND TRUST COMPANY, a national banking corporation.

Gertrude R. Reemelín  
Notary Public

GERTRUDE R. REEMELIN, Notary Public  
In and for Montgomery and Warren Counties, Ohio  
My Commission Expires June 4, 1987

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 13th day of January, 1986, by William H. Hill on behalf of ~~GEM SAVINGS ASSOCIATION,~~ a savings and loan association.

GEM MORTGAGE CORPORATION OF NORTH AMERICA

Gertrude R. Reemel  
Notary Public

GERTRUDE R. REEMELIN, Notary Public  
In and for Montgomery and Warren Counties, Ohio  
My Commission Expires June 4, 1989

NO TRANSFER NEEDED  
ROBERT L. ROBERER  
MONT. COUNTY AUDITOR  
1986 JAN 21 PM 2:33



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FOURTH AMENDMENT to the SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

VICKI D. PEGG  
RECORDER  
AUG 21 2 20 PM '87  
MONTGOMERY CO.  
RECORDED

112.40  
L

Prepared by:

JAMES R. GOULD, of the  
law firm of  
Altick & Corwin  
900 Talbott Tower  
Dayton, Ohio 45402-1104  
(513) 223-1201

For accompanying plats see  
Plat Book 131 at Page 51  
and Plat Book 131 at Page 52

1987 AUG 21 PM 2:11  
TRANSFERRED  
DANA A. STANES  
MONTGOMERY COUNTY RECORDER

FOURTH AMENDMENT to the SUPPLEMENTARY DECLARATION

of Covenants, Conditions and Restrictions

for

the Attached Homes portion of The Country Place

This Fourth Amendment to the Supplementary Declaration is made and entered into by Duckro Development Company, an Ohio corporation, and by Thomas L. Reagan, both acting as Developers of the real estate described in the attached Exhibit A-4.

(A) Previously Recorded Documents that Apply as Plat Restrictions and Apply as Covenants Running With the Title to the Lots Contained in Plat Sections 1-C and 2-C. A number of different documents have been recorded with regard to the planned unit residential development known as The Country Place. This development is not a condominium, but instead it is of the type sometimes referred to as a landominium or a planned development. Through this Fourth Amendment to the Supplementary Declaration, all provisions of the following documents shall be deemed to constitute plat restrictions and covenants running with the title to the lots described in Exhibit A-4 (which Exhibit is attached to and made a part of this Fourth Amendment), to-wit: the lots in Section One-C that are numbered 3-A, 3-B, 3-C and 3-D and the lots in Section Two-C that are numbered 21-A, 21-B, 21-C and 21-D:

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of The Country Place Association	4/22/82	593396	Roll F063, Fr. 1782
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration of Covenants, Conditions and Restrictions for the Planned Unit Development of The Country Place	5/28/82	82-1000A01	Section One, B. 116, P. 34

First Amendment to the original Declaration	3/7/83	83-094D09	Section Two. B. 118, P. 8-8A
Second Amendment to the original Declaration	9/13/84	84-432B07	No drawing to be recorded Plat Records
		<u>Corp. Number</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes corporation	9/14/83	620536	Roll 326, Fr. 0763
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9/12/83	83-428A01	Section One-A B. 118, P. 6
First Amendment to the Supplementary Declaration	1/4/84	84-006B01	Section One-B B. 120, P. 14
Second Amendment to the Supplementary Declaration	11/12/85	85-0597C08	Section Two-B B. 126, P. 3
Third Amendment to the Supplementary Declaration	1/12/86	86-0030D02	Section Two-A B. 124, P. 35 plus an Amendment to that Plat recorded at Deed Microfiche 86-0030D10

(B) Purpose of this Fourth Amendment to Supplementary Declaration. The sole purpose of this Fourth Amendment is to make the Supplementary Declaration applicable to the additional real estate described in Exhibit A-4 attached hereto and made a part hereof. That real estate (i.e., old Lot 3 on the plat of The Country Place, Section One, and old Lot 21 on the plat of The Country Place, Section Two, each such lot now being replatted into four smaller lots as the sites of four attached dwellings) is part of the Additional Property described in Exhibit E of the Declaration. Accordingly, it is authorized to be added to and made a part of The Country Place.

(C) Compliance with Requirements of Declaration as to Amendments. This Fourth Amendment complies with requirements for amendments as set forth in Section 11.5 of the Supplementary Declaration and in Section 2.3 and 14.16 of the original Declaration for The Country Place. Those various provisions grant the Developer the right to amend this Declaration in order to reflect revisions in the Development Plan, including but not limited to amendments that determine the exact locations of Lots. The Developer of old Lot 3 is Thomas L. Reagan, and he is now amending the Development Plan by subdividing that Lot 3 into four smaller and separate lots. The Developer of old Lot 21 is Duckro Development Company, and it is amending the Development Plan by subdividing that lot into four smaller and separate lots.

The subdivision map or record plan for each of these replats will be approved by the Planning Commission of Montgomery County, Ohio as the local government platting authority. A reduced size copy of that subdivision map or record plan for Section One-C (that subdivides Lot 3) and a reduced size copy of the subdivision map or record plan that subdivides Lot 21 (Section Two-C) are both attached to and made a part of this Fourth Amendment, marked Exhibit "B-4". It is anticipated that the large original pages of the subdivision maps for those two replats will be recorded in the Plat Records of Montgomery County, Ohio after the recording of this Fourth Amendment.

Notice of the amendment to the Development Plan and of this Fourth Amendment to the Supplementary Declaration has been given to The Country Place Association (as required by Section 2.3 of the original Declaration for that development). Delivery of that notice is evidenced by the affidavit to and made a part of this amendment attached as Exhibit W.

(D) Additional Exhibits (description of land, drawings). The Supplementary Declaration is hereby amended by the addition thereto of Exhibit A-4 that constitutes the legal description of the eight (8) additional lots being made subject to the Supplementary Declaration, and by the addition of Exhibit B-4, that constitutes two separate plats, Section One-C (4 lots) and Section Two-C (4 lots).

(E) References to Exhibits A and B. The Supplementary Declaration is hereby amended so as to provide that each and every reference therein to Exhibit A shall be deemed to read "Exhibits A, A-1, A-2, A-3 and A-4 of this Supplementary Declaration as amended".

The Supplementary Declaration is further amended so as to provide that each and every reference therein to Exhibit B shall be deemed to read "Exhibits B, B-1, B-2, B-3 and B-4 of this Supplementary Declaration as amended".

Through these amendments the eight (8) lots described in Exhibit A-4 have now been made subject to the Supplementary Declaration, and to all applicable provisions of the recorded documents described in paragraph (A) on pages 1-2 above.

(F) No Other Changes. No changes or revisions are made in the Supplementary Declaration with the exception of those set forth above.

IN WITNESS WHEREOF, this Fourth Amendment to the Supplementary Declaration has been executed on the 21<sup>st</sup> day of July, 1987 by DUCKRO DEVELOPMENT COMPANY, an Ohio corporation, through its duly authorized President without need of signature by any other officer, and on the 21<sup>st</sup> day of July, 1987 by THOMAS L. REAGAN, as the Developers of the lots subject to this amendment, to be binding upon and to inure to the benefit of each such Developer, its and his successors and assigns, and upon all future owners of any interest in those lots.

DUCKRO DEVELOPMENT COMPANY,  
an Ohio corporation

Signed and Acknowledged  
in the Presence of:

Louise K. Force  
Ruth C. Lambert

Louise K. Force  
Ruth C. Lambert

By John E. Duckro, Sr.  
John E. Duckro, Sr., President

Thomas L. Reagan  
Thomas L. Reagan

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 31st day of July, 1987 by JOHN E. DUCKRO, SR., as President of DUCKRO DEVELOPMENT COMPANY, an Ohio corporation on behalf of that corporation.

Deborah K. [Signature]  
Notary Public

DEBORAH K. [Signature]  
in and  
[Signature]

8-25-90

STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 31st day of July, 1987 by THOMAS L. REAGAN.

Deborah K. [Signature]  
Notary Public

DEBORAH K. [Signature]  
in and  
[Signature]

8-25-90

TRANSFERRER  
1987 AUG 21 PM 2:12  
- 5 -  
DANA A. STAVES  
MONT. COUNTY REGISTRAR

EXHIBIT A-4

DESCRIPTION OF REAL ESTATE

Previous Lots now being replatted: Situated in Washington Township, Montgomery County, Ohio and being Lot 3 on the subdivision known as Section One of The Country Place as recorded in Plat Book 116, Page 34 in the office of the Recorder of Montgomery County, Ohio, and Lot 21 on the subdivision known as Section Two of The Country Place as recorded in Plat Book 118, Page 8 also in the office of the Recorder of Montgomery County, Ohio.

Subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

Replatting into eight new lots: After the recording in the plat records of the two separate subdivision maps attached as Exhibit B-4, said Lot 3 will have been replatted into four lots known as Lots 3-A, 3-B, 3-C and 3-D of Section One-C of The Country Place and said Lot 21 will have been replatted into four lots known as Lots 21-A, 21-B, 21-C and 21-D of Section Two-C of The Country Place.

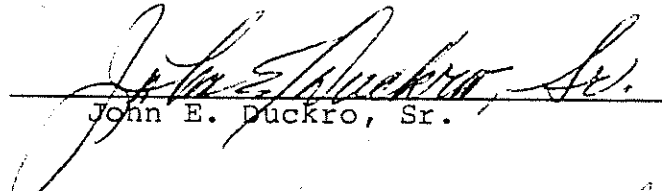
All of these eight new subdivided lots will also be subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

AFFIDAVIT OF NOTICE

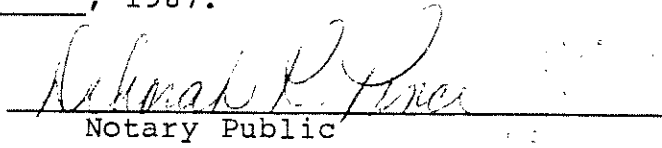
STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

JOHN E. DUCKRO, SR., being first duly cautioned and sworn, deposes and says that he has delivered to The Country Place Association a copy of the Fourth Amendment to the Supplementary Declaration for the Attached Homes portion of The Country Place for the purpose of giving that Association written notice of the changes made in the Development Plan, those changes being in the form of replatting Lot 3 into Lots 3-A, 3-B, 3-C and 3-D and in the form of replatting Lot 21 into Lots 21-A, 21-B, 21-C and 21-D, and making all eight of those lots subject to the Supplementary Declaration.

  
John E. Duckro, Sr.

Sworn to before me and subscribed in my presence this 31st day of July, 1987.

  
Notary Public

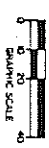
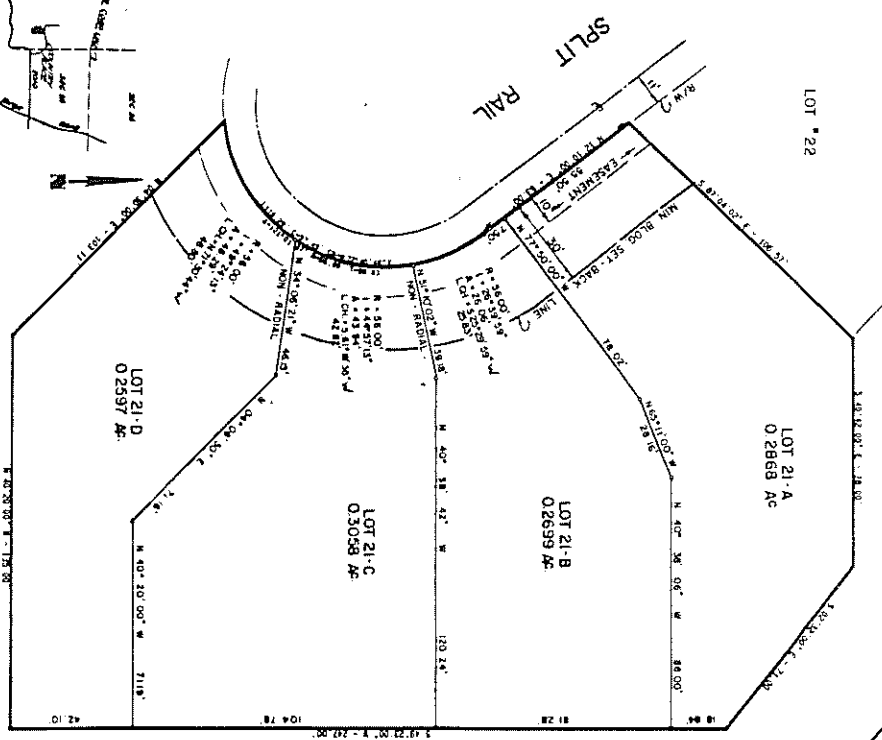
*87-25-90*

1987 AUG 21 PM 2:12  
DANA A. STAPES  
MONTGOMERY COUNTY, OHIO  
TRANSFERRED





Lot 21-A, B, C



# RECORD PLAN THE COUNTRY PLACE SECTION TWO - C A PLANNED UNIT DEVELOPMENT

SECTION 33, TOWN 2, RANGE 6 H. R. S.  
WASHINGTON TOWNSHIP  
MONTEGOMERY COUNTY, OHIO  
CONTAINING 1.1222 ACRES

BEING A REPEAT OF LOT NO. 21 IN THE COUNTY PLACE, SECTION TWO,  
IN THE PLAT RECORDS OF MONTEGOMERY COUNTY, OHIO

EASEMENTS SHOWN ON THE WITHIN PLAT ARE FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL OF MAIL, SANITARY SEWER, STORM SEWER AND DRAINAGE, GAS, ELECTRIC TELEPHONE, CABLE TELEVISION, OR ANY OTHER UTILITY OR SERVICE, SUCH UTILITIES AND FOR PROVIDING ACCESS TO AND EGRESS FROM THE PROPERTY FOR SAID PURPOSE AND ARE TO BE MAINTAINED AS SUCH FOREVER.

SIGNED AND ACKNOWLEDGED IN THE  
PRESENCE OF  
WITNESS  
DURGO DEVELOPMENT COMPANY  
JOHN E. DICKROD, PRESIDENT  
BIRGIANA A. DICKROD, VICE PRESIDENT

STATE OF OHIO  
COUNTY OF MONTEGOMERY, S.S.  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME DURGO DEVELOPMENT COMPANY BY JOHN E. DICKROD, IT'S PRESIDENT, AND BIRGIANA A. DICKROD, IT'S VICE PRESIDENT, AND CLAUDE W. DICKROD, IT'S VICE PRESIDENT, WHO SAID INSISTENT ON BEHALF OF SAID CORPORATION AND THAT THE SAME IS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION AND EACH OF THEM PERSONALLY AND AS OFFICERS OF SAID CORPORATION. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

SIGNED AND ACKNOWLEDGED IN THE  
PRESENCE OF  
WITNESS  
WITNESS  
NOTARY PUBLIC IN AND FOR THE STATE  
OF OHIO, MY COMMISSION EXPIRES June 1, 1997

STATE OF OHIO  
COUNTY OF MONTEGOMERY, S.S.  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME DURGO DEVELOPMENT COMPANY BY JOHN E. DICKROD, IT'S PRESIDENT, AND BIRGIANA A. DICKROD, IT'S VICE PRESIDENT, WHO SAID INSISTENT ON BEHALF OF SAID CORPORATION AND THAT THE SAME IS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION AND EACH OF THEM PERSONALLY AND AS OFFICERS OF SAID CORPORATION. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

DATE June 1, 1997  
STATE OF OHIO  
COUNTY OF MONTEGOMERY, S.S.  
JOHN E. DICKROD, PRESIDENT, SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HIS KNOWLEDGE, INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR AS LIENHOLDERS, HAVE UNITED IN THIS EXECUTIVE ACT.

IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.  
JOHN E. DICKROD  
NOTARY PUBLIC IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES June 1, 1997

CERTIFICATION:  
THE WITHIN SUBDIVISION IS A NEPA OF LOT NO. 21 IN THE COUNTY PLACE, SECTION TWO, AS RECORDED IN BOOK 118, PAGE 8, & IN THE PLAT RECORDS OF MONTEGOMERY COUNTY, OHIO. LOT NO. 21 CONVEYED TO DURGO DEVELOPMENT COMPANY, MITCHELL FORD & COMPANY, INC. THE REASONMENTS ARE CERTIFIED CORRECT AND SHOW PLANS WILL BE SET AS SHOWN, CONVEYED DISTANCES ARE MEASURED ON THE ABC.

**REINKE AND ASSOCIATES**  
Engineering/Architect/Planning/Interior Design  
(513) 434-4810  
156 East Spring Valley Road  
Cincinnati, OH 45249



REINKE AND ASSOCIATES  
GEORGE E. REINKE  
REGISTERED SURVEYOR NO. 6207

84-115610

APPROVED FOR DESCRIPTION AND OWNERSHIP  
CHECKED BY: [Signature] DATE: 6/1/97  
APPROVED BY THE PLANNING COMMISSION  
MONTEGOMERY COUNTY, OHIO  
THIS 12th DAY OF June, 1997.  
[Signature]  
Director

- 1. THE LOTS SHOWN BY THIS PLAN ARE SUBJECT TO THE (GRI) UNIFORM LEGAL CODE FOR THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ACT.
- 2. THE LOTS SHOWN BY THIS PLAN ARE SUBJECT TO THE (GRI) UNIFORM LEGAL CODE FOR THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ACT.
- 3. THE LOTS SHOWN BY THIS PLAN ARE SUBJECT TO THE (GRI) UNIFORM LEGAL CODE FOR THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ACT.
- 4. THE LOTS SHOWN BY THIS PLAN ARE SUBJECT TO THE (GRI) UNIFORM LEGAL CODE FOR THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ACT.
- 5. THE LOTS SHOWN BY THIS PLAN ARE SUBJECT TO THE (GRI) UNIFORM LEGAL CODE FOR THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ACT.



10/21/87

LOT \*22

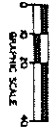
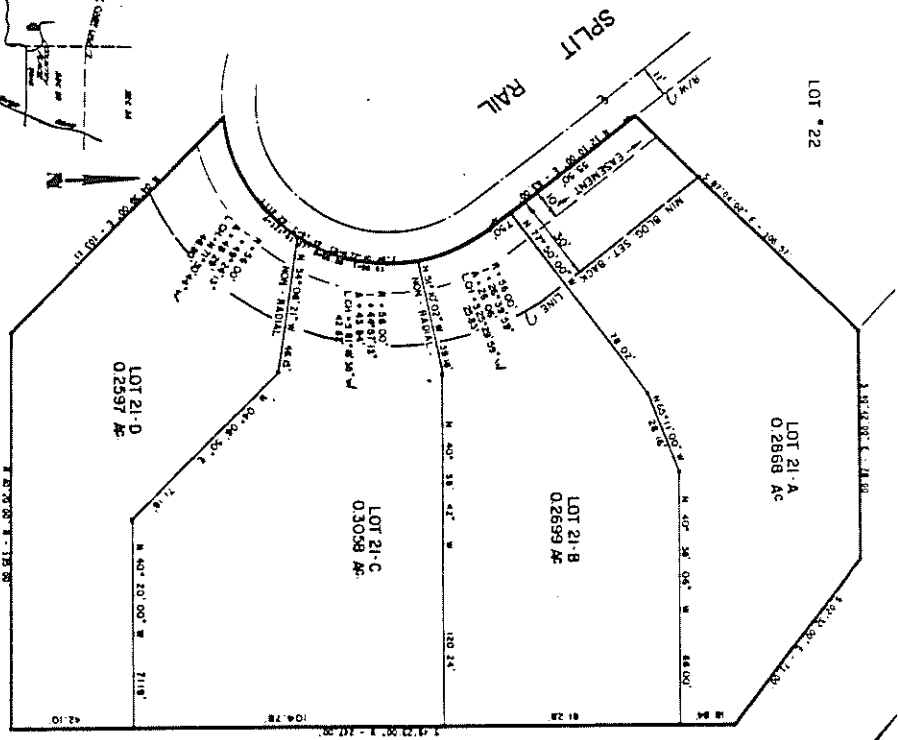
LOT 21-A  
0.2869 Ac

LOT 21-B  
0.2899 Ac

LOT 21-C  
0.3038 Ac

LOT 21-D  
0.2397 Ac

LOT \*20



# THE COUNTRY PLACE SECTION TWO - C

A PLANNED UNIT DEVELOPMENT

SECTION 33, TOWN 2, RANGE 6 M. R. S.  
WASHINGTON TOWNSHIP  
MONTGOMERY COUNTY, OHIO  
CONTAINING 1.1222 ACRES

BEING A REPLAT OF LOT NO. 21 IN THE COUNTY PLAT SECTION TWO,  
AS RECORDED IN BOOK 118, PAGE 8  
IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

EASEMENTS SHOWN ON THE WITHIN PLAT ARE FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL OF MAIL, SANITARY SEWER, STORM SEWER AND DRAINAGE, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR ANY OTHER UTILITY OR SERVICE LINES OR FACILITIES AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY OR ALL TREES OR OTHER OBSTRUCTIONS TO THE FULL USE OF SUCH FOREVER AND FOR PROTECTING TREES TO AND EGRESS FROM THE FRONT OF THE FRONT LOT AND ARE TO BE MAINTAINED AS SUCH FOREVER.

SIGNED AND ACKNOWLEDGED IN THE  
PRESENCE OF  
WITNESSES  
DURCO DEVELOPMENT COMPANY  
JOHN E. DURCO, PRESIDENT  
BARBARA A. DURCO, VICE PRESIDENT

STATE OF OHIO  
COUNTY OF MONTGOMERY, S.S. I, JAMES A. DURCO, 1987, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME JOHN E. DURCO, ITS PRESIDENT, AND BARBARA A. DURCO, ITS VICE PRESIDENT, WHO PERSONALLY CAME DURING OR BEHOLD OF SAID CORPORATION AND THAT THE SAME IS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION AND EACH OF THEM PERSONALLY AND AS OFFICERS OF SAID CORPORATION IN TESTIMONY WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

SIGNED AND ACKNOWLEDGED IN THE  
PRESENCE OF  
WITNESSES  
NOTARY PUBLIC IN AND FOR THE STATE  
OF OHIO, MY COMMISSION EXPIRES 10/21/1990

STATE OF OHIO  
COUNTY OF MONTGOMERY, S.S. THIS 11th DAY OF APRIL, 1987, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME JOHN E. DURCO, ITS PRESIDENT, AND BARBARA A. DURCO, ITS VICE PRESIDENT, WHO PERSONALLY CAME DURING OR BEHOLD OF SAID CORPORATION AND THAT THE SAME IS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION AND EACH OF THEM PERSONALLY AND AS OFFICERS OF SAID CORPORATION IN TESTIMONY WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

DATE OF THIS INSTRUMENT, S.S. 1987, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, COUNTY OF MONTGOMERY, S.S. JOHN E. DURCO, BEING DAILY SIGNED, SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HIS KNOWLEDGE, INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR AS LIENHOLDERS, HAVE UNITED IN THIS EXECUTION.

IN TESTIMONY WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

CERTIFICATION:  
THE WITHIN SUBDIVISION IS A REPLAT OF LOT NO. 21 IN THE COUNTY PLAT SECTION TWO, AS RECORDED IN BOOK 118, PAGE 8, IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO. THE DISTANCES AND BEARINGS SHOWN ON THE WITHIN PLAT ARE TO BE MAINTAINED AS SUCH FOREVER AND FOR PROTECTING TREES TO AND EGRESS FROM THE FRONT OF THE FRONT LOT AND ARE TO BE MAINTAINED AS SUCH FOREVER.

**REINKE AND ASSOCIATES**  
Engineering/Architectural/Planning/Designing  
(513) 434-4810  
150 East Spring Valley Road  
C. OH 45450



REINKE AND ASSOCIATES  
84-115 EID

APPROVED FOR DESIGNATION AND OWNERSHIP  
FILED IN: 1987  
DATE: 8/18/87

APPROVED BY THE PLANNING COMMISSION  
MONTGOMERY COUNTY, OHIO  
THIS 22nd DAY OF AUGUST, 1987

- 1. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE (A) WITHIN LEGAL, GOVERNMENT FOR THE MONTGOMERY PLANNED UNIT DEVELOPMENT.
- 2. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE (A) WITHIN LEGAL, GOVERNMENT FOR THE MONTGOMERY PLANNED UNIT DEVELOPMENT.
- 3. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE (A) WITHIN LEGAL, GOVERNMENT FOR THE MONTGOMERY PLANNED UNIT DEVELOPMENT.
- 4. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE (A) WITHIN LEGAL, GOVERNMENT FOR THE MONTGOMERY PLANNED UNIT DEVELOPMENT.
- 5. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE (A) WITHIN LEGAL, GOVERNMENT FOR THE MONTGOMERY PLANNED UNIT DEVELOPMENT.

7034

6

7035

65 20  
J

7036

APR 22 11:13

FIFTH AMENDMENT to the SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

TRANSFERRED

1988 APR 22 AM 11:08

RECORDED

Prepared by:  
JAMES R. GOULD  
of the law firm of  
Altick & Corwin  
900 Talbott Tower  
Dayton, Ohio 45402-1104  
513/223-1201

For accompanying plats see  
Plat Book 134 at Page 30  
and Plat Book \_\_\_\_\_ at Page \_\_\_\_\_

FIFTH AMENDMENT to the SUPPLEMENTARY DECLARATION

of Covenants, Conditions and Restrictions

for

the Attached Homes portion of The Country Place

This Fifth Amendment to the Supplementary Declaration is made and entered into by Ravlin Construction Co., Inc., an Ohio corporation, acting as Developer of the real estate described in the attached Exhibit A-5.

(A) Previously Recorded Documents that Apply as Plat Restrictions and Apply as Covenants Running With the Title to the Lots Contained in Plat Section 1-D. A number of different documents have been recorded with regard to the planned unit residential development known as The Country Place. This development is not a condominium, but instead it is of the type sometimes referred to as a landominium or a planned development. Through this Fifth Amendment to the Supplementary Declaration, all provisions of the following documents shall be deemed to constitute plat restrictions and covenants running with the title to the lots described in Exhibit A-5 (which Exhibit is attached to and made a part of this Fifth Amendment), to-wit: the lots in Section One-D that are numbered 2-A, 2-B, 2-C and 2-D:

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. No.</u>	<u>Roll, Frame</u>
Articles of Incorporation of The Country Place Association	4/22/82	593396	Roll F063,Fr.1782
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration of Covenants, Conditions and Restrictions for the Planned Unit Development of The Country Place	5/28/82	82-200A01	Section One, B. 116, P. 34

First Amendment to the original Declaration	3/7/83	83-094D09	Section Two, B. 118, P.8-8A
Second Amendment to the original Declaration	9/13/84	84-432B07	No drawing to be recorded Plat Records
		<u>Corp. No.</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes Corporation	9/14/83	620536	Roll 326, Fr.0763
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9/12/83	83-428A01	Section One-A B. 118, P.6
First Amendment to the Supplementary Declaration	1/4/84	84-006B01	Section One-B B. 120, P. 14
Second Amendment to the Supplementary Declaration	11/12/85	85-0597C08	Section Two-B B. 126, P. 3
Third Amendment to the Supplementary Declaration	1/12/86	86-0030D02	Section Two-A B. 124, P. 35 plus an Amendment to that Plat recorded at Deed Microfiche 86-0030D10
Fourth Amendment to the Supplementary Declaration	8/21/87	87-0489B12	Section One-C B. 131, P. 51 Section Two-C B. 131, P. 52

First Amendment to the original Declaration	3/7/83	83-094D09	Section Two, B. 118, P.8-8A
Second Amendment to the original Declaration	9/13/84	84-432B07	No drawing to be recorded Plat Records
		<u>Corp. No.</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes Corporation	9/14/83	620536	Roll 326, Fr.0763
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9/12/83	83-428A01	Section One-A B. 118, P.6
First Amendment to the Supplementary Declaration	1/4/84	84-006B01	Section One-B B. 120, P. 14
Second Amendment to the Supplementary Declaration	11/12/85	85-0597C08	Section Two-B B. 126, P. 3
Third Amendment to the Supplementary Declaration	1/12/86	86-0030D02	Section Two-A B. 124, P. 35 plus an Amendment to that Plat recorded at Deed Microfiche 86-0030D10
Fourth Amendment to the Supplementary Declaration	8/21/87	87-0489B12	Section One-C B. 131, P. 51 Section Two-C B. 131, P. 52



(B) Purpose of this Fifth Amendment to Supplementary Declaration. The sole purpose of this Fifth Amendment is to make the Supplementary Declaration applicable to the additional real estate described in Exhibit A-5 attached hereto and made a part hereof. That real estate (i.e., old Lot 2 on the plat of The Country Place, Section One, said lot now being replatted into four smaller lots as the sites of four attached dwellings) is part of the Additional Property described in Exhibit E of the Declaration. Accordingly, it is authorized to be added to and made a part of The Country Place.

(C) Compliance With Requirements of Declaration as to Amendments. This Fifth Amendment complies with requirements for amendments as set forth in Section 11.5 of the Supplementary Declaration and in Section 2.3 and 14.16 of the original Declaration for The Country Place. Those various provisions grant the Developer the right to amend this Declaration in order to reflect revisions in the Development Plan, including but not limited to amendments that determine the exact locations of Lots. The Developer of old Lot 2 is Ravlin Construction Co., Inc., an Ohio corporation, and is now amending the Development Plan by subdividing that Lot 2 into four smaller and separate lots.

The subdivision map or record plan for this replat will be approved by the Planning Commission of Montgomery County, Ohio as the local government platting authority. A reduced size copy of that subdivision map or record plan for Section One-D (that subdivides Lot 2) is attached to and made a part of this Fifth Amendment, marked Exhibit "B-5". It is anticipated that the large original pages of the subdivision maps for said Section One-D replat will be recorded in the Plat Records of Montgomery County, Ohio after the recording of this Fifth Amendment.

Notice of the amendment to the Development Plan and of this Fifth Amendment to the Supplementary Declaration has been given to The Country Place Association (as required by Section 2.3 of the original Declaration for that development). Delivery of that notice is evidenced by the affidavit to and made a part of this Amendment attached as Exhibit Z.

(D) Additional Exhibits (description of land, drawings).  
The Supplementary Declaration is hereby amended by the addition thereto of Exhibit A-5 that constitutes the legal description of the four (4) additional lots being made subject to the Supplementary Declaration, and by the addition of Exhibit B-5, that constitutes the plat of said four lots (referred to as Section One-D of The Country Place).

(E) References to Exhibits A and B. The Supplementary Declaration is hereby amended so as to provide that each and every reference therein to Exhibit A shall be deemed to read "Exhibits A, A-1, A-2, A-3, A-4 and A-5 of this Supplementary Declaration as amended.

The Supplementary Declaration is further amended so as to provide that each and every reference therein to Exhibit B shall be deemed to read "Exhibits B, B-1, B-2, B-3, B-4 and B-5 of this Supplementary Declaration as amended".

Through these amendments the four (4) lots described in Exhibit A-5 have now been made subject to the Supplementary Declaration, and to all applicable provisions of the recorded documents described in paragraph (A) on pages 1-2 above.

(F) No Other Changes. No changes or revisions are made in the Supplementary Declaration with the exception of those set forth above.

IN WITNESS WHEREOF, this Fifth Amendment to the Supplementary Declaration has been executed on the 22nd day of March, 1988 by RAVLIN CONSTRUCTION CO., INC., an Ohio corporation, through its duly authorized President without need of signature by any other officer as the Developer of the lots subject to this amendment, to be binding upon and to inure to the benefit of that Developer, its successors and assigns, and upon all future owners of any interest in those lots.

Signed and Acknowledged  
in the Presence of:

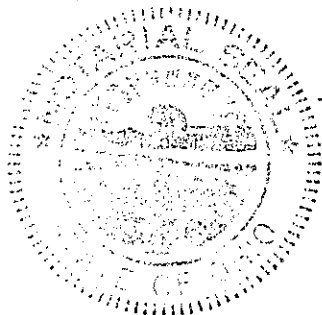
Robert L. Howard  
Sharon E. Miller

RAVLIN CONSTRUCTION CO., INC.,  
an Ohio corporation

By Paul L. Ravlin  
Paul L. Ravlin, President

STATE OF OHIO  
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this  
22nd day of March, 1988 by PAUL L. RAVLIN, as  
President of RAVLIN CONSTRUCTION CO., INC., an Ohio corporation  
on behalf of that corporation.



*Sharon E. Miller*

Notary Public  
SHARON E. MILLER  
Notary Public, State of Ohio  
My Commission Expires August 20, 1990

DESCRIPTION OF REAL ESTATE

Previous Lots now being replatted: Situated in Washington Township, Montgomery County, Ohio and being Lot 2 on the subdivision known as Section One of The Country Place as recorded in Plat Book 116, Page 34 in the office of the Recorder of Montgomery County, Ohio.

Subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

Replatting into four new lots: After the recording in the plat records of the subdivision map attached as Exhibit B-5, said Lot 2 will have been replatted into four lots known as Lots 2-A, 2-B, 2-C and 2-D of Section One-D of The Country Place.

All of these four new subdivided lots will also be subject to all conditions, limitations, easements and restrictions of record and to all legal highways.

EXHIBIT W

AFFIDAVIT OF NOTICE

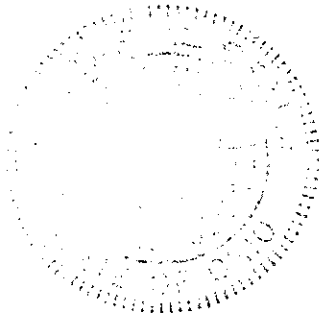
STATE OF OHIO

COUNTY OF MONTGOMERY, SS:

PAUL L. RAVLIN, being first duly cautioned and sworn, deposes and says that he has delivered to The Country Place Association a copy of the Fifth Amendment to the Supplementary Declaration for the Attached Homes portion of The Country Place for the purpose of giving that Association written notice of the changes made in the Development Plan, those changes being in the form of replatting Lot 2 into Lots 2-A, 2-B, 2-C and 2-D, making all four of those lots subject to the Supplementary Declaration.

  
Paul L. Ravlin

Sworn to before me and subscribed in my presence this 22nd  
day of March, 1988.



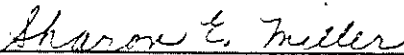
  
Notary Public SHARON E. MILLER  
Notary Public, State of Ohio  
My Commission Expires 12/31/1990



EXHIBIT "A"

May 25, 1982

Description of The Country Place  
Section One

Located in Section 3, Town 1, Range 6 M.R.S., and Section 33, Town 2, Range 6 M.R.S., Washington Township, County of Montgomery, State of Ohio, and being a tract of land described as follows:

Beginning at a point in the centerline of Rahn Road at the southwest corner of land conveyed to Janice R. Anderson by deed recorded in Microfiche No. 72-489805 in the Deed Records of Montgomery County, Ohio;

thence with the centerline of said Rahn road North eighty-seven degrees forty-two minutes fifty-two seconds ( $87^{\circ} 42' 52''$ ) West for four hundred sixty-one and 56/100 (461.56) feet to a point in the west line of said Section 33, said point being the southeast corner of land conveyed to Martha T. Freedman by deed recorded in Deed Book 1925, Page 583 in the Deed Records of Montgomery County, Ohio;

thence with the west line of said Section 33 and the east line of said Freedman land, North three degrees thirty-seven minutes thirty-nine seconds ( $03^{\circ} 39''$ ) East for three hundred fifty-four and 43/100 (354.43) feet to the northeast corner of said Freedman land;

thence with the north line of said Freedman land, North eighty-nine degrees forty-six minutes eleven seconds ( $89^{\circ} 46' 11''$ ) West for two hundred twenty-four and 80/100 (224.80) feet to the northwest corner thereof;

thence with the west line of said Freedman land South eight degrees fifty-four minutes fifty seconds ( $08^{\circ} 54' 50''$ ) West for three hundred thirty-six and 43/100 (336.43) feet to the southwest corner thereof, said southwest corner being in the north line of land conveyed to Mead Investment Company by deed recorded in Microfiche No. 73-350B11 in the Deed Records of Montgomery County, Ohio;

thence with the north line of said Mead Investment Company land, North eighty-four degrees fifty-eight minutes thirty-eight seconds ( $84^{\circ} 58' 38''$ ) West for six hundred fifty-one and 83/100 (651.83) feet to a point in the east line of the remaining land conveyed to Elsie T. Mead by deed recorded in Deed Book 987, Page 376 in the Deed Records of Montgomery County, Ohio, said point being located South eighty-four degrees fifty-eight minutes thirty-eight seconds ( $84^{\circ} 58' 38''$ ) East for twenty and 00/100 (20.00) feet from the northwest corner of said Mead Investment Company land;

thence with the east line of said remaining Elsie T. Mead land North three degrees thirty-six minutes forty seconds ( $03^{\circ} 36' 40''$ ) East for one thousand three hundred eighty and 12/100 (1380.12) feet;

thence on a new dividing line for the following 20 courses:

southeastwardly on a curve to the right with a radius of one hundred twenty-five and 00/100 (125.00) feet for one hundred twenty-two and 38/100 (122.38) feet [long chord bearing South thirty-three degrees eleven minutes forty-eight seconds ( $33^{\circ} 11' 48''$ ) East for one hundred seventeen and 55/100 (117.55) feet];

The Country Place  
Section One

May 26, 1982

Page Two

thence northeastwardly on a curve to the right with a radius of thirty-four and 00/100 (34.00) feet for sixteen and 47/100 (16.47) feet [long chord bearing North sixty-four degrees seven minutes twenty-eight seconds (64° 07' 28") East for sixteen and 31/100 (16.31) feet] to a point of reverse curvature;

thence on a curve to the left with a radius of two hundred eleven and 00/100 (211.00) feet for one hundred eight and 55/100 (108.55) feet [long chord bearing North sixty-three degrees fifteen minutes forty-five seconds (63° 15' 45") East for one hundred seven and 35/100 (107.35) feet] to a point of reverse curvature;

thence on a curve to the right with a radius of one hundred eighty-nine and 00/100 (189.00) feet for one hundred sixty and 40/100 (160.40) feet [long chord bearing North seventy-two degrees fifty minutes fifteen seconds (72° 50' 15") East for one hundred fifty-five and 63/100 (155.63) feet];

thence South forty degrees fifty minutes forty-two seconds (40° 50' 42") West for one hundred eight and 58/100 (108.58) feet;

thence South thirty-eight degrees thirty-five minutes no seconds (38° 35' 00") East for two hundred and 00/100 (200.00) feet;

thence South seventy-nine degrees no minutes no seconds (79° 00' 00") East for one hundred seventeen and 79/100 (117.79) feet;

thence North sixty-six degrees twenty minutes no seconds (66° 20' 00") East for one hundred fifty-eight and 00/100 (158.00) feet;

thence South six degrees thirty minutes no seconds (06° 30' 00") West for one hundred eighty-two and 00/100 (182.00) feet;

thence South fifty-two degrees seventeen minutes no seconds (52° 17' 00") East for one hundred thirty-four and 00/100 (134.00) feet;

thence South thirty degrees ten minutes no seconds (30° 10' 00") West for one hundred eight and 00/100 (108.00) feet;

thence South twelve degrees twenty-one minutes no seconds (12° 21' 00") West for one hundred forty-five and 00/100 (145.00) feet;

thence South thirteen degrees fourteen minutes no seconds (13° 14' 00") East for one hundred thirty and 00/100 (130.00) feet;

thence South thirty-nine degrees eighteen minutes no seconds (39° 18' 00") East for one hundred ten and 00/100 (110.00) feet;

thence southeastwardly on a curve to the right with a radius of five hundred ninety and 00/100 (590.00) feet for two hundred sixty-four and 99/100 (264.99) feet [long chord bearing South fifty-eight degrees thirty-five minutes no seconds (58° 35' 00") East for two hundred sixty-two and 77/100 (262.77) feet];

thence on a tangent bearing South forty-five degrees forty-three minutes no seconds (45° 43' 00") East for two hundred thirty and 00/100 (230.00) feet;

thence on a curve to the right with a radius of two hundred twenty-five and 00/100 (225.00) feet for one hundred eighty-eight and 50/100 (188.50) feet [long chord bearing South twenty-one degrees forty-two minutes fifty-six seconds (21° 42' 56") East for one hundred eighty-three and 04/100 (183.04) feet];



The Country Place  
Section One  
May 26, 1982  
Page Three

thence on a tangent bearing South two degrees seventeen minutes eight seconds (02° 17' 08") West for forty-two and 00/100 (42.00) feet;

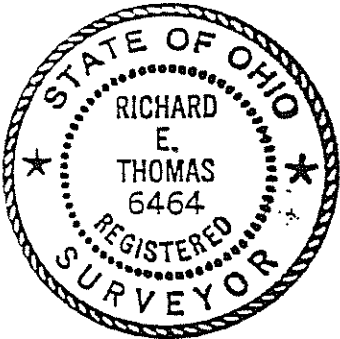
thence on a curve to the left with a radius of fifteen and 00/100 (15.00) feet for twenty-three and 56/100 (23.56) feet [long chord bearing South forty-two degrees forty-two minutes fifty-two seconds (42° 42' 52") East for twenty-one and 21/100 (21.21) feet] to a point in the proposed north line of said Rahn Road;

thence with said proposed north line on a tangent bearing South eighty-seven degrees forty-two minutes fifty-two seconds (87° 42' 52") East for seventy-three and 33/100 (73.33) feet to a point in the west line of said Anderson land;

thence with said west line South two degrees seventeen minutes eight seconds (02° 17' 08") West for forty-three and 00/100 (43.00) feet to the point of beginning, containing twenty-three and 993/1000 (23.993) acres, more or less, subject, however, to all legal highways and easements of record, and subject specifically to an easement granted to Martha T. Freedman by deed recorded in Deed Book 1925, Page 583 in the Deed Records of Montgomery County, Ohio. Curve distances are measured on the arc.

NOTE: The above-described tract of land is part of that land conveyed to John E. Duckro, Inc., by deed recorded in Microfiche No. 81-227C06 in the Deed Records of Montgomery County, Ohio.

NOTE: The above description was prepared from a field survey made by Woolpert Consultants.



WOOLPERT CONSULTANTS

By: Richard E. Thomas  
Richard E. Thomas  
Ohio Registered Surveyor No. 6464

clc/29700

DEED 94-0110 A10

- 82200D07 -

EXHIBIT "B"

May 25, 1982

Description of The Country Place  
Section Two

Located in Section 3, Town 1, Range 6 M.R.S., and Section 33, Town 2, Range 6 M.R.S., Washington Township, County of Montgomery, State of Ohio, and being a tract of land described as follows:

Beginning at the southwest corner of land conveyed to The Miami Valley School by deed recorded in Microfiche No. 78-732E01 in the Deed Records of Montgomery County, Ohio;

thence with the south line of said School land South sixty-two degrees forty-four minutes thirty-four seconds ( $62^{\circ} 44' 34''$ ) East for four hundred ninety-one and  $18/100$  (491.18) feet to the southeast corner thereof, said southeast corner being the northwest corner of land conveyed to Janice R. Anderson by deed recorded in Microfiche No. 72-489B05 in the Deed Records of Montgomery County, Ohio;

thence with the west line of said Anderson land for the following five courses:

South two degrees sixteen minutes sixteen seconds ( $02^{\circ} 16' 16''$ ) West for three hundred seventy-eight and  $26/100$  (378.26) feet;

thence South fifty degrees two minutes eleven seconds ( $50^{\circ} 02' 11''$ ) West for one hundred fifty-four and  $92/100$  (154.92) feet;

thence South two degrees fourteen minutes twenty-eight seconds ( $02^{\circ} 14' 28''$ ) West for one hundred twenty-four and  $89/100$  (124.89) feet;

thence South fifteen degrees forty-two minutes fifty-four seconds ( $15^{\circ} 42' 54''$ ) East for two hundred fifty and  $03/100$  (250.03) feet;

thence South two degrees seventeen minutes eight seconds ( $02^{\circ} 17' 08''$ ) West for four hundred eighty-one and  $96/100$  (481.96) feet to a point in the proposed north line of Rahn Road;

thence with said proposed north line on a tangent bearing North eighty-seven degrees forty-two minutes fifty-two seconds ( $87^{\circ} 42' 52''$ ) West for seventy-three and  $33/100$  (73.33) feet;

thence on a new dividing line for the following 17 courses:

on a curve to the right with a radius of fifteen and  $00/100$  (15.00) feet for twenty-three and  $56/100$  (23.56) feet [long chord bearing North forty-two degrees forty-two minutes fifty-two seconds ( $42^{\circ} 42' 52''$ ) West for twenty-one and  $21/100$  (21.21) feet];

thence on a tangent bearing North two degrees seventeen minutes eight seconds ( $02^{\circ} 17' 08''$ ) East for forty-two and  $00/100$  (42.00) feet;

thence on a curve to the left with a radius of two hundred twenty-five and  $00/100$  (225.00) feet for one hundred eighty-eight and  $50/100$  (188.50) feet [long chord bearing North twenty-one degrees forty-two minutes fifty-six seconds ( $21^{\circ} 42' 56''$ ) West for one hundred eighty-three and  $04/100$  (183.04) feet];

The Country Place  
Section Two

Page 2

May 25, 1982  
Page Two

thence on a tangent bearing North forty-five degrees forty-three minutes no seconds ( $45^{\circ} 43' 00''$ ) West for two hundred thirty and 00/100 (230.00) feet;  
thence on a curve to the left with a radius of five hundred ninety and 00/100 (590.00) feet for two hundred sixty-four and 99/100 (264.99) feet [long chord bearing North fifty-eight degrees thirty-five minutes no seconds ( $58^{\circ} 35' 00''$ ) West for two hundred sixty-two and 77/100 (262.77) feet;  
thence North thirty-nine degrees eighteen minutes no seconds ( $39^{\circ} 18' 00''$ ) West for one hundred ten and 00/100 (110.00) feet;  
thence North thirteen degrees fourteen minutes no seconds ( $13^{\circ} 14' 00''$ ) West for one hundred thirty and 00/100 (130.00) feet;  
thence North twelve degrees twenty-one minutes no seconds ( $12^{\circ} 21' 00''$ ) East for one hundred forty-five and 00/100 (145.00) feet;  
thence North thirty degrees ten minutes no seconds ( $30^{\circ} 10' 00''$ ) East for one hundred eight and 00/100 (108.00) feet;  
thence North fifty-two degrees seventeen minutes no seconds ( $52^{\circ} 17' 00''$ ) West for one hundred thirty-four and 00/100 (134.00) feet;  
thence North six degrees thirty minutes no seconds ( $06^{\circ} 30' 00''$ ) East for one hundred eighty-two and 00/100 (182.00) feet;  
thence North forty-three degrees forty-two minutes ten seconds ( $43^{\circ} 42' 10''$ ) East for one hundred twenty-six and 54/100 (126.54) feet;  
thence North twenty-one degrees ten minutes no seconds ( $21^{\circ} 10' 00''$ ) West for one hundred eight and 00/100 (108.00) feet;  
thence eastwardly on a curve to the right with a radius of one hundred eleven and 00/100 (111.00) feet for sixty-two and 64/100 (62.64) feet [long chord bearing North eighty-five degrees no minutes no seconds ( $85^{\circ} 00' 00''$ ) East for sixty-one and 81/100 (61.81) feet];  
thence on a tangent bearing South seventy-eight degrees fifty minutes no seconds ( $78^{\circ} 50' 00''$ ) East for fifty-two and 00/100 (52.00) feet;  
thence on a curve to the right with a radius of two hundred eleven and 00/100 (211.00) feet for one hundred sixteen and 00/100 (116.00) feet [long chord bearing South sixty-three degrees five minutes no seconds ( $63^{\circ} 05' 00''$ ) East for one hundred fourteen and 55/100 (114.55) feet];  
thence North ten degrees twenty-six minutes sixteen seconds ( $10^{\circ} 26' 16''$ ) East for one hundred seventy-nine and 21/100 (179.21) feet to the point of beginning, containing sixteen and 284/1000 (16.284) acres, more or less, subject, however, to all easements of record. Curve distances are measured on the arc.

NOTE: The above-described tract of land is part of that land conveyed to John E. Duckro, Inc., by deed recorded in Microfiche No. 81-227C06 in the Deed Records of Montgomery County, Ohio.

EXHIBIT "C"

Revised  
Description of The Country Place  
Section Three

Located in Section 3, Town 1, Range 6 M.R.S., Section 33, Town 2, Range 6 M.R.S., Washington Township, County of Montgomery, State of Ohio, and being a tract of land described as follows:

Beginning at a concrete monument at the northwest corner of land conveyed to The Miami Valley School by deed recorded in Microfiche No. 78-732E01 in the Deed Records of Montgomery County, Ohio, said northwest corner being in the north line of said Section 33, and being located South eighty-eight degrees fifty-two minutes thirty-nine seconds ( $88^{\circ} 52' 39''$ ) East for sixteen and 50/100 (16.50) feet from the northwest corner of said Section 33, said point of beginning being also in the south corporation line of the City of Kettering, Ohio;

thence sixteen and 50/100 (16.50) feet eastwardly from and measured at right angles to the west line of said Section 33, and with the west line of said The Miami Valley School land South three degrees thirty-seven thirty-nine seconds ( $03^{\circ} 37' 39''$ ) West for four hundred seventy-five and 00/100 (475.00) feet to the southwest corner of said land;

thence on a new dividing line for the following eleven (11) courses:

South ten degrees twenty-six minutes sixteen seconds ( $10^{\circ} 26' 16''$ ) West for one hundred seventy-nine and 21/100 (179.21) feet;

thence westwardly on a curve to the left with a radius of two hundred eleven and 00/100 (211.00) feet for one hundred sixteen and 00/100 (116.00) feet [long chord bearing North sixty-three degrees five minutes no seconds ( $63^{\circ} 05' 00''$ ) West for one hundred fourteen and 55/100 (114.55) feet];

thence on a tangent bearing North seventy-eight degrees fifty minutes no seconds ( $78^{\circ} 50' 00''$ ) West for fifty-two and 00/100 (52.00) feet;

thence on a curve to the left with a radius of one hundred eleven and 00/100 (111.00) feet for sixty-two and 64/100 (62.64) feet [long chord bearing South eighty-five degrees no minutes no seconds ( $85^{\circ} 00' 00''$ ) West for sixty-one and 81/100 (61.81) feet] to a point of reverse curvature;

thence on a curve to the right with a radius of one hundred thirty-nine and 00/100 (139.00) feet for forty-seven and 71/100 (47.71) feet [long chord bearing South seventy-eight degrees forty minutes no seconds ( $78^{\circ} 40' 00''$ ) West for forty-seven and 48/100 (47.48) feet];

thence on a tangent bearing South eighty-eight degrees thirty minutes no seconds ( $88^{\circ} 30' 00''$ ) West for one hundred fifty-eight and 64/100 (158.64) feet;

thence on a curve to the right with a radius of one hundred seventy-six and 87/100 (176.87) feet for eighty-eight and 06/100 (88.06) feet [long chord bearing North seventy-seven degrees fourteen minutes fifteen seconds ( $77^{\circ} 14' 15''$ ) West for eighty-seven and 15/100 (87.15) feet] to a point of reverse curvature;

Revised Description  
of The Country Place  
Section Three  
Page Two

thence on a curve to the left with a radius of two hundred eleven and 00/100 (211.00) feet for one hundred eighteen and 00/100 (118.00) feet [long chord bearing North seventy-eight degrees fifty-nine minutes forty-five seconds (78° 59' 45") West for one hundred sixteen and 47/100 (116.47) feet];

thence on a tangent bearing South eighty-four degrees fifty-nine minutes no seconds (84° 59' 00") West for one hundred thirty-two and 49/100 (132.49) feet;

thence on a curve to the left with a radius of two hundred eleven and 00/100 (211.00) feet for one hundred seven and 66/100 (107.66) feet [long chord bearing South seventy degrees twenty-two minutes no seconds (70° 22' 00") West for one hundred six and 49/100 (106.49) feet] to a point of reverse curvature;

thence on a curve to the right with a radius of thirty-four and 00/100 (34.00) feet for sixteen and 47/100 (16.47) feet [long chord bearing South sixty-nine degrees thirty-seven minutes thirty-two seconds (69° 37' 32") West for sixteen and 31/100 (16.31) feet] to a point in the east line of Country Place in The Country Place Section One as recorded in Plat Book 116, Page 34 in the Plat Records of Montgomery County, Ohio;

thence northwardly with said east line on a curve to the left with a radius of one hundred twenty-five and 00/100 (125.00) feet for forty-three and 95/100 (43.95) feet [long chord bearing North fifty-one degrees ten minutes twenty-one seconds (51° 10' 21") West for forty-three and 72/100 (43.72) feet] to a point in the east line of the remaining land conveyed to Elsie T. Mead by deed recorded in Deed Book 987, Page 376 in the Deed Records of Montgomery County, Ohio;

thence with the east line of said remaining Mead land, North three degrees thirty-six minutes forty seconds (03° 36' 40") East for six hundred ten and 71/100 (610.71) feet to a point in the south line of said City of Kettering corporation line, said point being located South eighty-eight degrees fifty-two minutes thirty-nine seconds (88° 52' 39") East for twenty and 00/100 (20.00) feet from an angle point in the south line of said City of Kettering corporation line;

thence with said corporation line South eighty-eight degrees fifty-two minutes thirty-nine seconds (88° 52' 39") East for nine hundred twenty-five and 07/100 (925.07) feet to the point of beginning containing twelve and 794/1000 (12.794) acres, more or less, subject, however, to all easements of record. Curve distances are measured on the arc.

NOTE: The above-described tract of land is part of that land conveyed to John E. Duckro, Inc., by deed recorded in Microfiche No. 81-227C06 in the Deed Records of Montgomery County, Ohio;

NOTE: The above description was prepared from a field survey made by Woolpert Consultants.

0003473

NO TRANSFER NEEDED

94 FEB 22 PM 12:25

A.J. WAGNER  
AUDITOR

SIXTH AMENDMENT TO THE SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

10

VICKI D. PEGG  
RECORDER

94 FEB 23 PM 2:06

MONTGOMERY CO. OHIO  
RECORDED

Prepared by:  
John M. Ruffolo  
RUFFOLO, STONE & STONE  
7051 Corporate Way Drive  
Dayton, Ohio 45459  
(513) 434-3556

For accompanying plats see  
Plat Book \_\_\_\_ at Page \_\_\_\_  
and Plat Book \_\_\_\_ at Page \_\_\_\_

SIXTH AMENDMENT to the SUPPLEMENTARY DECLARATION

of Covenants, Conditions and Restrictions

for

the Attached Homes portion of The Country Place

This Sixth Amendment to the Supplementary Declaration is made and entered into by the members of Attached Homes Corporation.

(A) Real estate affected by this amendment. All of Section One, Two and Three of The Country Place which have attached homes or other improvements constructed thereon. A legal description of said property is attached hereto as Exhibit "A", "B" and "C".

(B) Previously Recorded Information.

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. No.</u>	<u>Roll, Frame</u>
Articles of Incorporation of The Country Place Association	4-22-82	593396	Roll F063, Fr. 1782
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration of Covenants, Conditions and Restrictions for the Planned Unit Development of The Country Place	5-28-82	82-200A01	Section One, B. 116, P. 34 ✓
First Amendment to the original Declaration	3-7-83	83-094D09	Section Two, B. 118, P. 8-8A ✓
Second Amendment to the original Declaration	9-13-84	84-432B07	No drawing to be recorded Plat Records
Third Amendment to the original Declaration	7-27-87	87-0435-A06	
		<u>Corp. No.</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes Corporation	9-14-83	620536	Roll 326, Fr. 0763

(D) Compliance with Requirements of Declaration as to Amendments. This Sixth Amendment complies with requirements for amendments as set forth in Section 11.5 of the Supplementary Declaration, in Section 2.3 and 14.16 of the original Declaration for the Country Place and in Section 13.1 of the By-laws of Attached Homes Corporation. Those various provisions allow that:

Amendments may be made by the voted assent of two-thirds of the voting power of all Members present in person or by proxy at a meeting of Members (where a quorum exists) which meeting is called, among other things, to consider and act on such amendments. Amendments adopted by such a vote shall be placed in writing, signed and acknowledged by the President (or Vice President) and Secretary (or Treasurer, Assistant Secretary or Assistant Treasurer) of the Corporation who shall certify that such a vote occurred. Such written amendments shall become effective only when filed for record with the Recorder of Montgomery County, Ohio. There is no requirement that amendments adopted in this manner need be signed by Members voting in favor thereof.

(E) Maintenance. Chapter IV, Section 4.3(b), on page 12 of the Supplementary Declaration for the planned unit residential development known as THE COUNTRY PLACE which Supplementary Declaration establishes the COVENANTS, CONDITIONS AND RESTRICTIONS applicable to the Attached Homes portion of that development is hereby amended to further explain and redefine the type of maintenance to be performed by the Attached Homes Corporation and further clarify the limits as to the maintenance. As amended, Section 4.3(b) will read as set forth below. (The amended section appears first and is entitled Amendment Chapter IV Maintenance Section 4.3 (b) the former section appears second and is entitled Old Chapter IV Maintenance Section 4.3(b) ).

AMENDMENT CHAPTER IV MAINTENANCE SECTION 4.3 (b)

Section 4.3 (b) Exterior and Structural Maintenance of Attached Homes Shifted from Owners to Corporation. As to the attached homes and other improvements constructed upon the Lots subject to this Supplementary Declaration, the duty of certain exterior and structural maintenance and repair is hereby shifted from the Owners to the Attached Homes Corporation, and that Corporation shall only be responsible for painting every four (4) years and replacement of roofs, gutters and spouting when necessary which is outlined in the guidelines for replacement of roofs, gutters and spouting.

All other maintenance and repair whether exterior or interior of any attached home and other improvements upon a lot shall be the sole responsibility of the Owner of that lot.



OLD CHAPTER IV MAINTENANCE SECTION 4.3 (b)

SECTION 4.3 (b) Exterior and Structural Maintenance of Attached Homes Shifted from Owners to Corporation. As to the attached homes and other improvements constructed upon the Lots subject to this Supplementary Declaration, the duty of exterior and structural maintenance and repair is hereby shifted from the Owners to the Attached Homes Corporation, and that Corporation shall have the duty to comply with the maintenance responsibilities created for such dwellings and improvements by the Declaration for The Country Place, with the costs of doing so to constitute common expenses (to be paid by assessments as described in Chapter IX below).

All non-structural maintenance and repair of the interior of any attached home and other improvements upon a lot shall be the sole responsibility of the Owner of that Lot.

(F) Power and Duties of the Board of Trustees. Chapter VII, on page 12 of the By-laws of the Attached Homes Corporation shall be supplemented with Section 7.3 Restrictions on the Powers and Duties of the Board of Trustees and shall read as set forth below.

Section 7.3 Restrictions on the Powers and Duties of the Board of Trustees. Total of all non-budgeted maintenance expenditures or capital improvements for any one calendar year authorized by the Board of Trustees, without consent of sixty percent (60%) of the members, shall be limited to one-half of the annual budget.

(G) No Other Changes. No changes or revisions are made in the Supplementary Declaration with the exception of those set forth above.

IN WITNESS WHEREOF, this Sixth Amendment to the Supplementary Declaration has been executed on the 14<sup>th</sup> day of February, 1994 by Two-thirds vote of the Attached Homes Corporation, an Ohio corporation, through its duly authorized President and Secretary without need of signature by any other member of the corporation.

ATTACHED HOMES CORPORATION,  
an Ohio corporation

By Ralph J. Lusk  
President

Signed and Acknowledged  
in the Presence of:

By Kathy Zetser  
Secretary

Larry Clark  
Larry Clark.  
Dina M. Jewett

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The forgoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 1994 by Ralph J. Link, as President of ATTACHED HOMES CORPORATION, an Ohio corporation on behalf of that corporation.

Colene E Lemaster formerly Cunningham  
Notary Public COLENE E LEMASTER FORMERLY CUNNINGHAM  
my commission expires 9-26-1994

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The forgoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 1994 by Kathy Lefner, as Secretary of ATTACHED HOMES CORPORATION, an Ohio corporation on behalf of that corporation.

Colene E Lemaster formerly Cunningham  
Notary Public COLENE E LEMASTER FORMERLY CUNNINGHAM  
my commission expires 9-26-1994

AFFIDAVIT OF CERTIFICATION

STATE OF OHIO COUNTY OF MONTGOMERY, SS:

Ralph J Link as President of Attached Homes Corporation does hereby certify that a meeting was held by the above corporation for the purpose of Amending Chapter IV, Section 4.3(b) of the Supplementary Declaration for the planned unit residential development known as THE COUNTRY PLACE which Supplementary Declaration establishes the COVENANTS, CONDITIONS AND RESTRICTIONS applicable to the Attached Homes portion of that development. A quorum of the members where present and more than Two-thirds of the members assented to the amendment.

Ralph J Link  
President

Sworn to before me and subscribed in my presence this 14<sup>th</sup>  
day of February, 1994.

Colene E. Lemaster formerly Cunningham  
COLENE E LEMASTER FORMERLY CUNNINGHAM  
my commission expires 9-26-1994

AFFIDAVIT OF CERTIFICATION

STATE OF OHIO COUNTY OF MONTGOMERY, SS:

Kathy Letner as Secretary of Attached Homes Corporation does hereby certify that a meeting was held by the above corporation for the purpose of Amending Chapter IV, Section 4.3(b) of the Supplementary Declaration for the planned unit residential development known as THE COUNTRY PLACE which Supplementary Declaration establishes the COVENANTS, CONDITIONS AND RESTRICTIONS applicable to the Attached Homes portion of that development. A quorum of the members where present and more than Two-thirds of the members assented to the amendment.

Kathy Letner  
Secretary

Sworn to before me and subscribed in my presence this 14<sup>th</sup>  
day of February, 1994.

Colene E. Lemaster formerly Cunningham  
Notary Public COLENE E LEMASTER FORMERLY CUNNINGHAM  
my commission expires 9-26-1994

		<u>Microfiche</u>	<u>Plat Book, Page</u>
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9-12-83	83-428A01	Section One-A B. 118, P.6 ✓
First Amendment to the Supplementary Declaration	1-4-84	84-006B01	Section One-B B. 120, P. 14 ✓
Second Amendment to the Supplementary Declaration	11-12-85	85-0597C08	Section Two-B B. 126, P. 3 ✓
Third Amendment to the Supplementary Declaration	1-12-86	86-0030D02	Section Two-A B. 124, P. 35 ✓ plus an Amendment to that Plat recorded at Deed Microfiche 86-0030D10
Fourth Amendment to the Supplementary Declaration	8-21-87	87-0489B12	Section One-C B. 131, P. 51 ✓ Section Two-C B. 131, P. 52 ✓
Fifth Amendment to the Supplementary Declaration	4-22-88	88-0214B03	Section One-D B. 134, P. 30 ✓

(C) Purpose of this Sixth Amendment to Supplementary Declaration. This Sixth Amendment has two separate purposes.

The first does not add any additional land but instead simply places into written form certain revisions to, and refinements of the language of the previously recorded Supplemental Declaration, specifically, to Chapter IV, Section 4.3(b), on page 12 of the Supplementary Declaration.

The second purpose does not add any additional land but instead simply places into written form additional Restrictions on the Powers and Duties of the Board of Trustees. These restrictions shall supplement Chapter VII of the By-laws and shall be titled "Section 7.3 RESTRICTIONS ON THE POWERS AND DUTIES OF THE BOARD OF TRUSTEES".



15

SEVENTH AMENDMENT TO THE SUPPLEMENTARY DECLARATION

for the

planned unit residential development known as

THE COUNTRY PLACE

which Supplementary Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Attached Homes portion of that development

Prepared by and when recorded return to:

mail →

Mary-Karen Bierman, Esq.  
BIESER, GREER & LANDIS LLP  
400 National City Center  
6 North Main Street  
Dayton, OH 45402-1908  
(937) 223-3277

132.00 11/24/04 15:29:19  
SP-1-04-133040 0015  
Montgomery County  
Judy Dodge Recorder

Received Time Sep. 17. 11:10AM

SEVENTH AMENDMENT to the SUPPLEMENTARY DECLARATION

of Covenants, Conditions and Restrictions

for

the Attached Homes portion of The Country Place

This Seventh Amendment to the Supplementary Declaration is made and entered into by the members of Attached Homes Corporation.

(A) Real Estate affected by this amendment. All of Section One, Two and Three of The Country Place which have attached homes or other improvements constructed thereon. A legal description of said property is attached hereto as Exhibit "A", "B" and "C".

(B) Previously Recorded Information.

<u>Item Recorded</u>	<u>Date</u>	<u>Corp. No.</u>	<u>Roll, Frame</u>
Articles of Incorporation of The Country Place Association	4-22-82	593396	Roll F063, Fr. 1782
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration of Covenants, Conditions and Restrictions for the Planned Unit Development of The Country Place	5-28-82	82-200A01	Section One, B. 116, P. 34
First Amendment to the original Declaration	3-7-83	83-094D09	Section Two, N. 118, P. 8-8A
Second Amendment to the original Declaration	9-13-84	84-432B07	No drawing to be recorded Plat Records
Third Amendment to the original Declaration	7-27-87	87-0435-A04	
Fourth Amendment to the original Declaration	2-1-94	94-0109C12	

Fifth Amendment to the original Declaration	6-5-97	97-0391C12	
		<u>Corp. No.</u>	<u>Roll, Frame</u>
Articles of Incorporation of Attached Homes Corporation	9-14-83	620536	Roll 326, Fr. 0763
		<u>Microfiche</u>	<u>Plat Book, Page</u>
Supplementary Declaration applicable to the Attached Homes portion of The Country Place	9-12-83	83-428A01	Section One-A B. 118, P. 6
First Amendment to the Supplementary Declaration	1-4-84	84-006B01	Section One-B B. 120, P. 14
Second Amendment to the Supplementary Declaration	11-12-85	85-0597C08	Section Two-B B. 126, P. 3
Third Amendment to the Supplementary Declaration	1-12-86	86-0030D10	Section Two-A B. 124, P. 35 plus an Amendment to that Plat recorded at Deed Microfiche 86-0030D10
Fourth Amendment to the Supplementary Declaration	8-21-87	87-0489B12	Section One-C B. 131, P. 51 Section Two-C B. 131, P. 52
Fifth Amendment to the Supplementary Declaration	4-22-88	88-0214B03	Section One-D B. 134, P. 30
Sixth Amendment to the Supplementary Declaration	2-14-94	94-0110A01	



(C) Purpose of this Seventh Amendment to Supplementary Declaration. The purpose of this Seventh Amendment is not to add any additional land but instead simply to place into written form certain revisions to, and refinements of the language of the previously recorded Supplemental Declaration, specifically, to Chapter IV, Section 4.3(b), on page 12 of the Supplementary Declaration.

(D) Compliance with Requirements of Declaration as to Amendments. This Seventh Amendment complies with requirements for amendments as set forth in Section 11.5 of the Supplementary Declaration, in Section 2.3 and 14.16 of the original Declaration for the Country Place and in Section 13.1 of the By-laws of Attached Homes Corporation. Those various provisions allow that:

Amendments may be made by the voted assent of two-thirds of the voting power of all Members present in person or by proxy at a meeting of Members (where a quorum exists) which meeting is called, among other things, to consider and act on such amendments. Amendments adopted by such a vote shall be placed in writing, signed and acknowledged by the President (or Vice President) and Secretary (or Treasurer, Assistant Secretary or Assistant Treasurer) of the Corporation who shall certify that such a vote occurred. Such written amendments shall become effective only when filed for record with the Recorder of Montgomery County, Ohio. There is no requirement that amendments adopted in this manner need be signed by Members voting in favor thereof.

(E) Maintenance. Chapter IV, Section 4.3(b), on page 12 of the Supplementary Declaration for the planned unit residential development known as THE COUNTRY PLACE which Supplementary Declaration establishes the COVENANTS, CONDITIONS and RESTRICTIONS applicable to the Attached Homes portion of that development, as amended, is hereby deleted in its entirety and replaced with a new provision to further explain and redefine the type of maintenance to be performed by the Attached Homes Corporation, to further clarify the limits as to the maintenance and to clarify assessments for such maintenance. Section 4.3(b) will now read as set forth below. (The section appears first and is entitled "Chapter IV Maintenance Section 4.3(b)" the former section appears second and is entitled "Old Chapter IV Maintenance Section 4.3(b).")

#### AMENDMENT TO CHAPTER IV MAINTENANCE SECTION 4.3(b)

"Section 4.3(b) Exterior and Structural Maintenance of Attached Homes.

As to the attached homes and other improvements constructed upon the Lots subject to this Supplementary Declaration, the duty of certain exterior and structural maintenance and repair is as follows:

(1) The Corporation shall be responsible for painting the exterior of the structures every six (6) years, the cost of which shall be deemed a common expense to be paid by assessments as set forth in Chapter IX.

(2) (A) The Corporation shall be responsible for inspecting the roofs, gutters and downspouts at least once every twenty-five (25) years and for hiring contractors to perform replacement of the roofs, gutters and downspouts as outlined in the guidelines for replacement of roofs, gutters and downspouts, as such guidelines are approved and adopted by the Board of Trustees, and as they may be updated from time to time. The twenty-five year period shall be determined by the Officers of the Corporation which shall be calculated using the date the last unit in an Area, as defined below, was completed. The replacement work shall be completed during the 26<sup>th</sup> year unless changed as set forth in (2)(E) below.

(B) Damaged chimneys, caps, screens, correction of builder mistakes, and siding repairs that are identified during an inspection of the roof will be separated from the bid for the work to be performed and shall be the repair responsibility of the affected Lot Owner. Such Lot Owner shall be responsible for hiring and paying for a contractor to make such repairs. Such Owner may use the same contractor as hired by the Corporation to perform the roof work but shall enter into a separate contract for such additional work.

(C) Replacement of the roof shall include replacement of worn shingles, membrane, underlayment and flashing. Replacement of the roof, gutters and downspouts shall be done by area. An area ("Area") shall be defined as a group of contiguous attached homes all completed about the same time. The Areas will be known as:

- (1) 5600 - 5604 Duck Row
- (1) 5614 - 5618 Duck Row
- (2) 5500 - 5506 Tall Trees
- (3) 5501 - 5507 Tall Trees
- (4) 600 - 614 Summer Breeze
- (5) 5312 - 5324 Split Rail (even numbered attached homes only)
- (6) 5330 - 5342 Split Rail (even numbered attached homes only)

(D) The cost of the inspection and replacement of the roofs, gutters and downspouts for each attached home shall be paid for by the individual Owners of the Lots in the affected Area through a Special Assessment. The amount to be assessed to the individual Owners shall be calculated based upon a pro rata portion of the total bill for the work performed based upon the square footage of such Owner's roof. The square footage of

each Owner's roof shall be determined by the roofing contractor hired by the Corporation, which determination shall be final. The affected Owners shall be billed for their pro rata portion of the total bill after final inspection of the work performed and payment in full shall be due to the Corporation within ten (10) days.

(E) The Owners of the Lot(s) in an Area which requires replacement of the roof, gutters and spouting, may delay such replacement for up to two (2) years (if, in the opinion of the roof inspector hired by the Corporation, such delay will not cause damage to the roof, gutters, downspouts or structure) or move such work forward by submitting a petition signed by all of the Lot Owners in the affected Area to the Corporation setting forth the requested time frame for conducting the replacement work.

- (2) All other maintenance and repair whether exterior or interior of any attached home or other improvements upon a Lot shall be the sole responsibility and the sole cost of the Owner of the Lot."

#### OLD CHAPTER IV MAINTENANCE SECTION 4.3(b)

SECTION 4.3(b) Exterior and Structural Maintenance of Attached Homes Shifted from Owners to Corporation. As to the attached homes and other improvements constructed upon the Lots subject to this Supplementary Declaration, the duty of certain exterior and structural maintenance and repair is hereby shifted from the Owners to the Attached Homes Corporation, and that Corporation shall only be responsible for painting every four (4) years and replacement of roofs, gutters and spouting when necessary which is outlined in the guidelines for replacement of roofs, gutters and spouting.

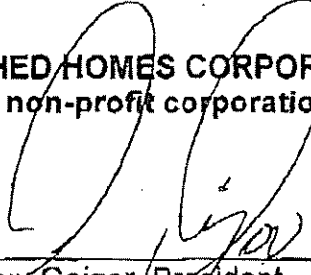
All other maintenance and repair whether exterior or interior of any attached home and other improvements upon a lot shall be the sole responsibility of the Owner of that lot.

(F) No Other Changes. No changes or revisions are made in the Supplementary Declaration, as amended, with the exception of those set forth above.

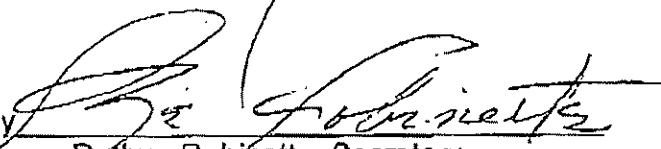
IN WITNESS WHEREOF, this Seventh Amendment to the Supplementary Declaration has been executed on the 2ND day of NOVEMBER, 2004, by Members of the Attached Homes Corporation representing two-thirds of the total voting power of the Members of the Attached Homes Corporation, an Ohio non-profit corporation.

**ATTACHED HOMES CORPORATION,**  
an Ohio non-profit corporation

By

  
Guy Geiger, President

By

  
Ruthye Robinette, Secretary

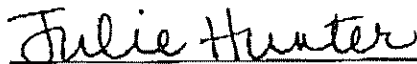
SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

STATE OF OHIO, COUNTY OF MONTGOMERY, ss:

The foregoing Seventh Amendment to the Supplementary Declaration was acknowledged before me this 2ND day of NOVEMBER, 2004, by \_\_\_\_\_, Guy Geiger, President, and Ruthye Robinette, Secretary of Attached Homes Corporation, an Ohio non-profit corporation, on behalf of that corporation.



JULIE HUNTER  
Notary Public, State of Ohio  
My Commission Expires 7/27/2009



Notary Public

My commission expires: 7/27/2009