

WICKI D. PEGG
RECORDER

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MONTGOMERY CO., OHIO
45402

DECL. # 77⁰⁰
PLAT # 17³⁰

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DECLARATION

of

COVENANTS, CONDITIONS and RESTRICTIONS

applicable to the residential

PLANNED UNIT DEVELOPMENT

known as

THE COUNTRY PLACE

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For MAP SEE:

PLAT BOOK 116

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TABLE OF CONTENTS

		<u>Page No.</u>
<u>RECITALS</u>		
<u>CHAPTER ONE</u>	<u>DEFINITIONS</u>	4
	Section 1.1 Additional Property	4
	1.2 Articles of Incorporation	4
	1.3 Association	4
	1.4 Builder	4
	1.5 By-Laws	4
	1.6 Common Area	4
	1.7 Declaration	4
	1.8 Developer	4
	1.9 Development Plan	4
	1.10 First Mortgagee	4
	1.11 Foundation Documents	4
	1.12 Institutional Lender	5
	1.13 Lot	5
	1.14 Members	5
	1.15 Owner	5
	1.16 Plat	5
	1.17 Property	5
	1.18 Quorum of Members	5
	1.19 Quorum of Owners	5
	1.20 Registered Notice	5
	1.21 Restricted Common Area	5
	1.22 Single Family	5
	1.23 Supplementary Declaration	6
<u>CHAPTER TWO</u>	<u>THE PROPERTY, AND POSSIBLE ADDITIONS TO THAT PROPERTY</u>	7
	Section 2.1 Location of the Property and the Additional Property	7
	2.2 Addition of Land not Part of the Additional Property	7
	2.3 The Development Plan	7
	(a) Purpose and Amendments	7
	(b) Amendments Procedure	7
<u>CHAPTER THREE</u>	<u>THE ASSOCIATION</u>	9
	Section 3.1 Identification and Formation	9
	3.2 Duties and Authority of the Association	9
	3.3 Relationship to the Attached Dwelling Portion, and Detached Single Family Portion, of the Development	9
	3.4 Categories of Membership	9
	3.5 Voting Rights	9
	3.6 Election of Trustees	10
	3.7 Relationship of Members to Board of Trustees and to Officers	10
<u>CHAPTER FOUR</u>	<u>ARCHITECTURAL CONTROL</u>	11
	Section 4.1 Architectural Review Board	11
	4.2 Architectural and Design Standards	11
	4.3 Approval or Rejection by Architectural Review Board	11
	4.4 Members of Architectural Review Board	11
	4.5 Delay beyond Thirty Days Constitutes Rejection	11
	4.6 Removal of Non-Approved Construction and Improvements	11
	4.7 Penalties for Violations of Architectural and Design Standards	12
<u>CHAPTER FIVE</u>	<u>APPEALS BOARD</u>	13
	Section 5.1 Powers and Duties of Appeals Board	13
	5.2 Members of Appeals Board	13
	5.3 Procedure for Appeals	13
<u>CHAPTER SIX</u>	<u>MAINTENANCE</u>	14
	Section 6.1 Maintenance of Common Area	14

	<u>Page No.</u>
6.2 Maintenance of Drainage Swales on Public Street Right of Way	14
6.3 Maintenance Required because of Negligent or Intentional Acts	14
6.4 Maintenance of Lots and Dwellings and Improvements on Lots	14
(a) Adoption of Maintenance Performance Standards by Architectural Board of Review	14
(b) Authority of Architectural Board of Review Ceases when Developer Membership is Terminated	15
6.5 Supervisory Responsibility of Association as to Maintenance and Repair of Lots and Dwellings and Improvements Thereon	15
(a) Registered Notice in Advance	15
(b) Easement	15
(c) Assessments for Violations	15
(d) Contracts for Repair of Structures	15
6.6 Builders to have the Same Responsibility as Owners as to Maintenance	16
6.7 Owner's Right to Contract with Association for Lawn Care	16
6.8 Owner's Right to Contract with Association for Maintenance and Repair of Dwelling, Other Structures and Improvements	16
 <u>CHAPTER SEVEN COMMON AREA</u>	 17
Section 7.1 Conveyance to Association	17
7.2 Owner's Right to Use and Enjoy	17
7.3 Delegation of Use Rights	17
7.4 No Mortgage or Sale of the Common Area	17
7.5 Easements for Utilities; Dedication of Streets	17
7.6 Right to Connect to and Use Common Area Utilities and Private Street and Drainage	17
7.7 Identification of Common Area	17
 <u>CHAPTER EIGHT EASEMENTS</u>	 18
Section 8.1 Easement for Maintenance and Repair	18
8.2 Easement for Enforcement of This Declaration	18
8.3 Ingress and Egress Easement for Public Service, Public Safety and Other Purposes	18
8.4 Easement for Encroachments	18
 <u>CHAPTER NINE ASSESSMENTS</u>	 19
Section 9.1 Obligation of Owners to Pay Two Types of Assessments	19
9.2 Purpose of Monthly Assessments	19
9.3 Purpose of, and Appeals from, Special Individual Lot Assessments	19
9.4 Preparation of Estimated Budget	19
9.5 Estimated Budget Amount Divided into as Many Equal Shares as There are Lots	19
9.6 Notice of Levying of Assessments	20
9.7 Date of Commencement of Assessments	20
9.8 Due Dates for Assessments; Acceleration Provisions	20
9.9 Late Charges	20
9.10 Failure to Prepare Estimated Budget; Failure to Receive Notice	20
9.11 Lien for Assessments	20
9.12 Procedure in Filing Certificate for Lien	20
9.13 Period of Time for Which Assessment Lien is Valid	21
9.14 Individual Liability for Assessments	21
9.15 No Exemption from Assessments	21
9.16 Liability for Assessments Upon Voluntary Transfers of Title	21
9.17 Certification of Unpaid Assessment Amounts	21
9.18 Notice of Unpaid Assessments	21
9.19 Non-Liability of Foreclosure Sale Purchaser, or a Transferee Who Receives Title in Lieu of Foreclosure, for Past Due Assessments	21

	<u>Page No.</u>	
9.20	Right of the Association to ReAssess Unpaid Assessments as Common Expenses	21
9.21	Subordination of the Assessment Lien to Mortgages and Real Estate Taxes	22
9.22	Collection of Assessments, Enforcement of Lien	22
9.23	Common Area Exempt from Assessments	22
 <u>CHAPTER TEN ARBITRATION</u>		 23
Section 10.1	Disputes Between Association and any Title Holder	23
10.2	Arbitration Comes after Hearing before Appeals Board	23
10.3	Association has Option to Enforce Declaration through the Judicial System Instead of Arbitration	23
10.4	Appeals Board and Arbitration Procedure Replaces Court Remedies	23
 <u>CHAPTER ELEVEN INSURANCE</u>		 24
Section 11.1	Liability Arising From or Through the Common Area or Activities of the Association	24
11.2	Other Miscellaneous Insurance Coverage	24
11.3	Fire and Extended Coverage Insurance Must be Purchased by Members Who Own Lots for Detached Residences	24
 <u>CHAPTER TWELVE USE RESTRICTIONS</u>		 25
Section 12.1	Residential Usage	25
12.2	Prohibition Against Nuisances	25
12.3	Impairment of Structural Integrity	25
12.4	Temporary Structures	25
12.5	Water Supply, Sewage Disposal	25
12.6	Trucks, Trailers, Mobile Homes, Recreation Vehicles and Boats	25
12.7	Guests and Visitors	25
12.8	No Roomers or Boarders	25
12.9	Hazardous Uses and Waste	25
12.10	Home Occupations	26
12.11	Surfaces of Buildings	26
12.12	Obstruction and Storage on Common Area	26
12.13	Outside Storage on Lots	26
12.14	Signs	26
12.15	Exterior Wiring, Antennas, Equipment	26
12.16	Garbage and Refuse Disposal	26
12.17	Rental of Lot	27
12.18	Sales Model Used by Developer or Builder	27
12.19	Rules and Regulations	27
12.20	Animals, Pets	27
12.21	Non-Interference with Normal Development or Construction Activities	28
12.22	Variances from Restrictions	28
12.23	Garage Doors to be Closed	28
 <u>CHAPTER THIRTEEN RIGHT OF FIRST REFUSAL</u>		 29
Section 13.1	Interdependence of Lot Owners	29
13.2	Transfers Subject to Right of First Refusal	29
13.3	Exempted Transfers	29
13.4	Sale, Lease or Rental	29
	(a) Notice to Association	29
	(b) Time of Notice	29
	(c) Association has First Refusal Option for Sale, Lease or Rental Contract	29
13.5	Gifts and Other Transfers	29
	(a) Notice to Association	29
	(b) Time of Notice	29
	(c) Association has First Refusal Option as to Gifts and Other Transfers	29
13.6	Mortgagees	30
13.7	Failure of the Association to Exercise its Right of First Refusal with Regard to Sale, Lease or Rental	30
13.8	Unauthorized and Invalid Transactions	30

	<u>Page No.</u>
13.9 Recording of Certificate of Compliance	30
<u>CHAPTER FOURTEEN GENERAL CONDITIONS</u>	31
Section 14.1 Notice to First Mortgagees of Violation	31
14.2 Severability	31
14.3 Interpretation	31
14.4 Time Limits	31
14.5 Costs of Enforcement	31
14.6 Right of First Mortgagees to Examine Association Records	31
14.7 No Waiver or Estoppel	31
14.8 Covenants Running with the Land	31
14.9 Taking of Property by Eminent Domain	31
14.10 No Liability for Developer	31
14.11 Titles or Captions	32
14.12 Limitation on Association Opposing Developer	32
14.13 Association to Furnish Copies of Declaration	32
14.14 Commencement and Completion of Construction; Repurchase Option to Developer	32
14.15 Sanctions and Penalties for Violations of Any Provisions of the Founding Documents	33
14.16 Amendment of Declaration	33

EXHIBIT A DESCRIPTION OF REAL ESTATE - SECTION ONE

EXHIBIT B ARTICLES OF INCORPORATION OF THE ASSOCIATION

EXHIBIT C BY LAWS OF THE ASSOCIATION

EXHIBIT D PLAT OF SECTION ONE

EXHIBIT E DESCRIPTION OF ADDITIONAL REAL ESTATE THAT MAY BE ADDED IN FUTURE

EXHIBIT F DEVELOPMENT PLAN FOR ENTIRE PROPOSED PROJECT: SECTION ONE PLUS ADDITIONAL LAND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

THE COUNTRY PLACE

This Declaration of Covenants, Conditions and Restrictions (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 is the owner of the real property described in Exhibit A of this Declaration (the Property), and intends to create thereon a residential community known as The Country Place; and,

WHEREAS, through the process of application by Duckro to Washington Township and approval by the Board of Township Trustees of that township, special use zoning was granted for the Property in case Z-362 so as to authorize use of the Property as a residential planned unit development in accordance with the zoning resolution of Washington Township; and,

WHEREAS, this residential community of The Country Place is to include a number of separate buildable real estate Lots, each intended for a detached single family dwelling, and is also to include separate buildable real estate Lots which will be used for attached single family dwellings connected to one another horizontally. It will also contain certain Common Area to serve those Lots, and the Lots and Common Area will be brought into existence by the approval and recording of a subdivision record plan which incorporates as protective covenants and restrictions (running with the title to each Lot and to the Common Area) all the provisions of this Declaration and its accompanying Exhibits; and,

WHEREAS, Duckro desires to enhance the values inherent in ownership of these residential Lots by making arrangements to preserve and maintain the Common Area, by requiring adequate maintenance of residential Lots and improvements thereon, by restricting or prohibiting various activities on any portion of the Property, and by providing certain architectural control; and,

WHEREAS, to accomplish the purposes stated above, Duckro desires to subject all of the Property to the covenants, conditions and restrictions subsequently set forth in this Declaration, each and every one of which is for the benefit of that real estate and of the present and subsequent owners and occupants of any portion of the Property; and,

WHEREAS, to assist in accomplishing the purposes set forth above and to implement and administer the provisions of this Declaration, Duckro has created an organization known as The Country Place Association by qualifying that organization as a non-profit corporation under the laws of the State of Ohio; and,

WHEREAS, it is anticipated that The Country Place Association, hereinafter sometimes referred to as the Association, will hold title to the Common Area open space subject to the terms of this Declaration; and,

WHEREAS, after this Declaration is recorded in the office of the Recorder of Montgomery County, Ohio, Duckro will file a subdivision record plan (a "plat") dividing the Property into various Lots. That record plan or plat has been approved by the City of Centerville in the exercise of the subdivision or platting authority it exercises over real estate within three miles of the borders of Centerville. A copy of that record plan or plat is attached as Exhibit D; that plat will give the name The Country Place to the Property, will refer to the Property as Section One of The Country Place, and will incorporate by reference all provisions of this Declaration as plat covenants and restrictions; and,

WHEREAS, this development may be expanded by the addition of part or all of the land subsequently described in Exhibit E as Additional Property. That additional Property has already received special use zoning approval as part of this residential planned unit development known as The Country Place, through the same zoning case Z-362 referred to above. No other land may be added to this development without similar zoning approval and without amending this Declaration; and,

WHEREAS, if part or if all of that Additional Property is added to The Country Place, it will be included in one or more plats so as to create additional Lots out of that land and so as to subject those new Lots to the covenants, conditions and restrictions of this Declaration. The zoning approval in case Z-362 authorized up to a total of 22 Lots for detached single family houses (on the Property and Additional Property combined). The same zoning approval has authorized up to a total of 51 Lots (on the Property and the Additional Property combined) to be used for attached single family dwellings; and,

WHEREAS, each attached dwelling is eventually to be situated on its own separate and individual platted Lot, with the dividing line between it and any adjoining attached dwelling (and the separate Lot for that adjoining dwelling) to be a line through the center of the party wall separating the two residences. The exact location of such party walls cannot be determined until the buildings are constructed. For that reason the plat of Section One, together with this Declaration, simply allocates four large tracts of land (identified as Lots 2,3,4 and 5) as the location of four multi-dwelling buildings, such buildings to include various attached residential dwellings, for a total of 15 such attached dwelling units in Section One; and,

WHEREAS, when those multi-unit buildings have been completed, these larger Lots 2,3,4 and 5 will be replatted so as to divide Lot 3,4 and 5 into four smaller Lots, and Lot 2 into three smaller Lots, each of which will be the site of one of the 15 attached dwelling units; and,

WHEREAS, the maintenance, insurance and other aspects of these 15 attached dwelling units will be somewhat different from the 13 detached single family homes to be constructed in Section One (on Lots 6 through 18). Accordingly, the replat of multi-unit Lots 2,3,4 and 5 will include special covenants, conditions and restrictions applicable solely to the attached dwelling units. That replatting process may also create some Restricted Common Area (to be defined in a Supplementary Declaration recorded with any such replats) intended solely for the use and benefit of such attached dwellings; and,

WHEREAS, the Developer hereby reserves the right to create and record a Supplementary Declaration for each replat with such terms and conditions as the Developer may deem appropriate, in its sole discretion; and,

WHEREAS, whatever person or entity is the owner of those larger Lots intended for attached dwellings must and shall convey marketable title to any such Restricted Common Area, free and clear of all liens and encumbrances and without consideration, to such non-profit organization as may be created or designated by Duckro, after the replatting process has been completed and at the time set by Duckro; and,

WHEREAS, in order to make certain the proposed plan for The Country Place is carried out, it is hereby provided that none of the attached dwelling units to be constructed on those large Lots may be occupied until the replatting process described above has been completed for the Lot in question; and no such replat may be submitted or recorded for the multi-dwelling Lots the Developer approves such replat and as part of such approval establishes and approves the Supplementary Declaration applicable to the multi-dwelling Lots. This reserved right and power shall continue in effect regardless of any conveyance of title to those Lots by the Developer to any other person or entity and regardless of any subsequent reconveyances by such other person or entity to third persons; and,

WHEREAS, it is anticipated that this process of constructing multi-dwelling buildings on large Lots, which are subsequently replatted into as many smaller Lots as there are attached dwelling units, will be continued if The Country Place is expanded by the addition of part or all of the Additional Property;

DECLARATION

NOW, THEREFORE, John E. Duckro, Inc. as the present owner and the Developer hereby declares that each and every portion of the real estate described in Exhibit A, together with any additional real estate subsequently made a part of The Country Place or of any additional section of that development and expressly made subject to this Declaration, plus all buildings and improvements now or hereafter constructed or erected thereon, shall be used, held, transferred, sold, conveyed, devised, encumbered, pledged, occupied, leased, rented and enjoyed (whether by operation of law or otherwise) subject to the terms and provisions of this Declaration and its exhibits, all of which shall be deemed to touch and concern that real estate and shall be deemed to constitute covenants running with the title to each and every portion of said real estate; and,

FURTHER, John E. Duckro, Inc. hereby delegates and assigns to The Country Place Association the power and duty of implementing, administering and enforcing all the terms and provisions of this Declaration.

CHAPTER ONE

DEFINITIONS

Section 1.1. Additional Property shall mean and refer to any part and all of the real estate described in Exhibit E attached to and made a part of this Declaration. Once any portion of such Additional Property has been joined to or made a part of The Country Place or has been subdivided under another name but nevertheless made subject to this Declaration so as to be administered under the terms of this Declaration, it shall thereafter constitute part of the Property as defined in Section 1.16 below.

Section 1.2. Articles of Incorporation shall mean and refer to the Articles of Incorporation of The Country Place Association. Said Articles are attached to and made a part of this Declaration by such attachment and by the doctrine of incorporation by reference, are identified as Exhibit B, and may be amended from time to time as provided therein.

Section 1.3. Association shall mean and refer to The Country Place Association and its successors and assigns.

Section 1.4. Builder shall mean and refer to a person or entity who or which acquires title to any Lot for the purpose of improving that Lot with a residential dwelling in accordance with the Development Plan and for the purpose of reselling the Improved Lot to a future Owner. If a Builder occupies a 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 Declaration.

Section 1.5. By-Laws shall mean and refer to the administrative operating rules of the Association that have been adopted by the Trustees of the Association and designated as such By-Laws; those By-Laws are attached to this Declaration and made a part hereof by such attachment and through the doctrine of incorporation by reference, are identified as Exhibit C, and may be amended from time to time as provided therein.

Section 1.6. Common Area shall mean and refer to lots 1 and 19 on the plat of The Country Place, Section One, to land subsequently added to this development that is identified as Common Area in an amendment or supplement to this Declaration, and to all interests in real estate (together with any improvements thereon) and in any personal property, owned and held by the Association.

Section 1.7. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the residential real estate subdivision known as The Country Place Association, as the same may be amended and supplemented from time to time as provided herein, and including all exhibits to this Declaration.

Section 1.8. Developer shall mean and refer to John E. Duckro, Inc., an Ohio Corporation, 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 the Declaration) in that same written instrument. The status of Developer shall terminate at such time as all Lots included in The Country Place have been conveyed to Owners and have been improved with completed residential dwellings, and also after all the Additional Property has been joined to The Country Place so as to all additional Lots (which must also have been so improved and conveyed). If a period of seven years passes after such improvement and conveyance of the last Lot then included in The Country Place, without any part of the Additional Property being added so as to create additional Lots, the status of Developer shall be deemed to have terminated even though all the Additional Property has not then been added to this residential development.

Section 1.9. Development Plan, sometimes referred to as the Plan, shall mean and refer to the drawing or plan which depicts the general arrangement of intended uses of the real estate in Section One blended together with the general arrangement of intended uses of the real estate referred to as Additional Property. This Development Plan is depicted in Exhibit F which is attached to and made a part of this Declaration as an expression of the general intent of the Developer.

Section 1.10. First Mortgagee shall mean and refer to an Institutional Lender who holds a recorded first mortgage on a Lot and which has notified the Association in writing of the fact that it holds such a mortgage.

Section 1.11. Foundation Documents shall mean and refer to this Declaration and exhibits hereto together with any Supplementary Declarations and Amendments to the Declaration, and Exhibits thereto, plus any Regulations issued by the Association, all as the same may be amended from time to time.

Section 1.12. Institutional Lender shall mean and refer to one or more commercial savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension and profit sharing funds, real estate investment trusts, and any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured the loan of such a lender, or any combination of any of the foregoing entities.

Section 1.13. Lot shall mean and refer to each separate tract of land depicted as a numbered parcel on any subdivision record plan or plat for The Country Place, excepting any Lot described in the Declaration as Common Area or Restricted Common Area. For the purposes of plat recording procedures in Montgomery County, Ohio all Common Area and Restricted Common Area parcels must be assigned lot numbers, but for the purposes of The Country Place no such Areas shall be deemed to constitute a "Lot" as defined herein. In Section One of The Country Place lots 1 and 19 are Common Area and are not "Lots."

Section 1.14. Members shall mean and refer to members of The Country Place Association, the non-profit corporation referred to above in the definition of Association. There will be three categories of membership as follows: Owners of Lots, Builders, and the Developer.

Section 1.15. Owner shall mean and refer to the record holder(s) of the fee simple title to any Lot, including the Developer. 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, instead of purchasers, 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 Association. 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. The word Owner shall also exclude any person or entity who is included within the definition of Builder (and does not fit into the special situation of being an Owner as to one Lot and a Builder as to other Lots). Finally, the category of Owner shall exclude the Developer, as long as the Developer status shall exist as defined in this Declaration.

Section 1.16. Plat shall mean and refer to each and every subdivision record plan of real estate included in The Country Place. Such record plans must be recorded in the plat records of Montgomery County, Ohio. A copy of the first such plat (for Section One) is attached to this Declaration as Exhibit D.

Section 1.17. Property shall mean and refer to all real estate described in Exhibit A, together with any other real estate which may from time to time be made subject to the provisions of this Declaration through the filing of additional plats that include, as plat covenants and restrictions, the provisions of this Declaration.

Section 1.18. Quorum of Members shall mean and refer to the presence in person or by proxy of Members of the Association who hold not less than fifty percent of the outstanding votes of each of the three categories of membership, with each category to be taken separately to determine if fifty percent of it is present.

Section 1.19. Quorum of Owners shall mean and refer to the presence in person or by proxy of persons holding seventy-five percent of the outstanding votes of the category of membership in the Association referred to as Owners of Lots (or simply Owners).

Section 1.20. Registered Notice shall mean and refer to any written notice which has been signed for by the addressee or by the spouse, son, daughter or any domestic servant or employee of the addressee; such Registered Notice 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 Association, 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.

Section 1.21. Restricted Common Area shall mean and refer to a special type of Common Area which will be limited to and for the use and benefit of the attached dwelling unit Lots and dwellings thereon, which type of Common Area may or may not be created in one or more Supplementary Declarations.

Section 1.22. Single Family shall mean and refer to a group of persons each related to the other by blood, marriage or adoption, living together in a single family dwelling unit and maintaining a common household. Such a "single family" may not include the following persons, however:

- (a) More than one married couple (except that two married couples are

permitted if at least one member of the older couple is the parent of one member of the younger couple).

(b) Two or more parents (not married to each other and not themselves parents and child) who have their children or stepchildren living with them.

(c) Any such group of persons related to each other if the sole relationships are as first cousins or any more distant degrees of consanguinity.

A "family" includes any domestic servants whose primary activity and source of support is domestic employment by such family. In any event, a number of persons (but not exceeding two such persons) who are living together in a single family dwelling unit and maintaining a common household shall be deemed to constitute a "family", even though not related by blood, marriage or adoption.

Section 1.23. Supplementary Declaration shall mean and refer to any Declaration recorded by the Developer for The Country Place to establish additional covenants, conditions and restrictions applicable solely to the attached residential units included within the multi-unit buildings and to portions of the Property allocated on the Development Plan for such attached dwellings.

CHAPTER TWO

THE PROPERTY, and POSSIBLE ADDITIONS TO THAT PROPERTY

Section 2.1. Location of the Property and the Additional Property. The Property and the Additional Property are located in Washington Township, Montgomery County, Ohio. Instead of attempting to describe the exact location with words, we refer readers to the vicinity map included as part of the plat of Section One attached as Exhibit D. The Developer has planned The Country Place for possible (but not guaranteed or promised) expansion through use of land defined above as the Additional Property. Any portion of the Additional Property that is made a part of The Country Place shall thereafter be included in the meaning of the word Property.

Section 2.2. Addition of land not part of the Additional Property. If the Developer desires to add to The Country Place land which is not a part of the Additional Property, such a procedure must first receive approval of a majority of a Quorum of Owners at a meeting of such Owners of Lots in their capacity as Members of the Association. That approval shall be evidenced by an affidavit of two officers of the Association or two persons who acted as Chairman and Secretary of that meeting. As long as the Developer category of membership exists, that Developer must have been given ten days Registered Notice of the date, hour, place and purpose of such meeting, and must also approve the addition of such land in writing before such addition may be made.

Section 2.3. The Development Plan.

(a) Purpose and Amendments. The Development Plan (defined above and attached as Exhibit F) represents the design for the development of the Property and the Additional Property as a residential planned unit development. The Development Plan is subject to amendment solely by the Developer as long as that category of membership in the Association exists, and after the expiration of that category of membership the Development Plan is subject to amendment by a majority of a Quorum of Members. Any such amendments, however, must be approved by whatever local government entity has zoning control (if the changes effected by the amendments relate to zoning matters) or by the local government entity having platting approval (if the amendments relate to platting matters). Any person, firm or organization which claims an interest in any part or all of the Property shall be obligated or permitted to improve and/or develop the Property only in accordance with that Plan, as it may be amended from time to time.

(b) Amendments Procedure. The Developer hereby reserves to itself the right to amend the Development Plan (with governmental approval as referred to in the subparagraph immediately above, where necessary) in response to technological, economic, environmental or social conditions related to the development or marketing of any portion of The Country Place whether improved or unimproved, to amend the Plan in response to changes in requirements of governmental agencies and/or financial institutions, to amend the Plan to eliminate errors and inconsistencies, to amend the Plan to improve the manner in which The Country Place will be developed, and to amend the Plan to delineate and adjust the exact location of Lots and Common Area. Such amendments shall be effected by (1) giving written notice of the proposed changes to the Association, (2) securing approval of local government zoning and/or platting authorities, where necessary, (3) replatting where necessary or appropriate to place such amendments to the Development Plan in the official subdivision records, and (4) amending any or all of the Founding Documents.

The Developer may effect such amendments, including the execution of replats and amendments of any Founding Documents, without necessity of signatures of any other Members of the Association where necessary or appropriate to reflect the amendments to the Development Plan referred to in this Section 2.3. This power of amendment (of the Development Plan and also of the Founding Documents) shall pass to a majority of a Quorum of Members after the expiration of the Developer category of membership. The Developer, as the present title holder of all of the Lots and all of the Common Area, hereby imposes this restriction and limitation on all of the Lots included in The Country Place, as a covenant touching and concerning the Property and running with title to each and every Lot, so that every person and entity who subsequently holds or claims any interest entitled to a Lot shall do so subject to the right of the Developer (and, later, the right of a majority Quorum of Members of the Association) to execute such replats and amendments as are referred to in any portion of this Section 2.3 of the Declaration.

In addition to imposing the right to sign such replats and amendments as a covenant running with the land, the Developer, as the present title holder of all the Property, hereby reserves the right to execute such replats and such amendments; and any conveyance from the Developer shall be subject to that reserved right so that no grantee in any deed, mortgage or other instrument purporting to grant an interest in a Lot may claim to have received any right to sign the replats or amendments referred to in this Section 2.3 of the Declaration.

As still another method of providing that amendment to the Development of the Plan may be put into effect through such replats and amendments of the Founding Document in the manner described in this Section 2.3, without interference by any subsequent Owners or by any Builders who may hold title to Lots, It is hereby provided that, by accepting and recording a deed, mortgage or other instrument conveying or claiming an interest in any portion of the Property, each owner and each holder of a mortgage, other lien or any other interest in the Property shall be deemed to have granted to the Developer (and, later, to a majority of a Quorum of Members of the Association) a power of attorney, coupled with an interest, to execute such replats and amendments as are described in this Section 2.3 of the Declaration. Further, each owner, mortgagee, lien holder, or claimant of any other interest in any portion of the Property shall be deemed to have agreed to execute and deliver, and shall be obligated to do so immediately and without consideration, a separate instrument evidencing the power of attorney coupled with an interest referred to herein, in a recordable form, at any time(s) requested by the Developer or by such a Quorum of Members. The fact that such a separate instrument power of attorney has not been recorded shall not be deemed to affect or invalidate replats or amendments made under the provisions of this Section 2.3 of the Declaration.

CHAPTER THREE

THE ASSOCIATION

Section 3.1. Identification and Formation. The name of the Association is The Country Place Association. 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.

→ Section 3.2. Duties and Authority of the Association. The Association shall have the duty of and authority for implementing, administering and enforcing all the terms and provisions of this Declaration. In connection therewith, the Association shall hold title to the Common Area, shall pay the real estate taxes and assessments on that Common Area, shall manage and maintain the Common Area, and shall (to the limited extent provided in this Declaration) have certain architectural and maintenance duties with regard to the residential Lots and the dwellings and accessory improvements located thereon.

Section 3.3. Relationship to the Attached Dwelling Portion, and Detached Single Family Portion, of the Development. This Declaration applies to all land and all buildings included within The Country Place, and the Association shall have the responsibility of administering this Declaration throughout the entire development. The administration of special covenants, conditions and restrictions created by one or more Supplementary Declarations, with regard to those portions of The Country Place to be used for attached dwelling units in multi-unit buildings, shall be accomplished by a separate and additional non-profit corporation, not by this Association.

Section 3.4. Categories of Membership. Membership in the Association is divided into three separate categories as set forth below:

Owners of Lots (as those terms are defined in Sections 1.15 and 1.13 above).

Builders (as defined above in Section 1.4).

Developer (as defined above in Section 1.8).

Section 3.5. Voting Rights. Owners shall be entitled to one vote for each Lot owned. If ownership of a Lot is held by more than one person, the one vote for that Lot may be exercised by any one of those persons, unless an objection or contrary vote is made by any other co-Owner of the same Lot no more than five minutes after completion of the particular issue or election being voted upon, in which case no vote whatsoever shall be counted for that Lot. Voting may not be secret and proxy votes must be announced so as to give opportunity for such objection or contrary vote.

Each Builder shall also be entitled to one vote for any Lot owned by that Builder, with co-ownership to have the same effect upon voting rights and procedures as explained above for the membership category of Owners.

At the time this Association comes into existence the Developer shall be entitled to cast a total of 28 votes, that being the combined total of detached and attached single family homes that may be constructed upon the land originally subdivided as Section One of The Country Place. This total number of votes shall not be reduced by any transfers of Lots from the Developer to Builders, and those Builders shall simply have the right to cast one vote for each Lot they may own, with the Developer continuing to hold the aforesaid total number of 28 votes.

As each Lot is conveyed to an individual Owner(s), either from a Builder or from the Developer, however, so as to create another vote in the membership category of Owners of Lots, the number of votes held by the Developer shall decrease by one vote.

Through this arrangement of voting rights, participating Builders will have an opportunity to act as members and to exercise voting rights, but control of the Association will remain with the Developer since the Developer's voting powers are not reduced merely by virtue of transfer of ownership of a Lot to a Builder. This procedure also provides for eventual transfer of control of the Association to Owners of Lots from the Developer in that the number of votes that may be cast by the Developer is reduced by one every time a Lot is conveyed to an individual Owner.

Example of Voting Rights in Section One

<u>All Lots owned by Developer Originally</u>	<u>15 Lots owned by Builders</u>	<u>5 Lots owned by Builders; 15 more Lots owned by Owners</u>
Developer 28 votes, (because 13 detached single family, plus 15 attached dwelling units, may be constructed in Section One)	Developer 28	Developer 13
Builders 0	Builders 15	Builders 5
Owners 0	Owners 0	Owners 15
Total votes 28	Total 43	Total 33

If more real estate is subdivided and made a part of The Country Place so as to increase the number of Lots, the total number of votes that may be exercised by the Developer shall be deemed to have increased at that time by the combined number of attached and detached single-family homes that may be constructed upon that additional land, according to the Development Plan.

When all votes of the Developer have been eliminated by transfer of all Lots to individual Owners and at such time as there is no Additional Property that may be added to The Country Place, the Developer category of membership and the Builder category of membership shall cease to exist. Thereafter the Association shall operate with only one class of membership, that of Owners of Lots, and any Builder who holds a title interest in a Lot shall be deemed an Owner and thereby a member of this Association.

Section 3.6. Election of Trustees. The Articles of Incorporation named the three original Trustees. As the terms of these original Trustees expire, successors shall be elected by a Quorum of Members, by majority vote of the votes which make up such a Quorum of Members, on a class by class basis. In the absence of a majority vote in each class of the Quorum of Members, the three original Trustees shall continue to serve for another year at which time there shall be another election, and this procedure shall be continued from year to year.

Section 3.7. Relationship of Members to Board of Trustees and to Officers. The Members will have the right to elect a Board of Trustees after expiration of the terms of those Trustees named in the Articles of Incorporation. The Board of Trustees holds all power and authority to act on behalf of the Association and to establish the policies of the Association, except as may be expressly provided to the contrary elsewhere in this Declaration or in the statutes of Ohio dealing with nonprofit 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 Association 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 Association.

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

CHAPTER FOUR

ARCHITECTURAL CONTROL

Section 4.1. Architectural Review Board. An Architectural Review Board (sometimes referred to as the ARB or the Board) is hereby created and is charged with the duties of (a) approving or rejecting plans for all new construction or improvement proposed for any portion of the Property by individual Owners, by Builders, by the Developer or by any other person or entity (for the purposes of this Declaration "construction or improvement" includes not only all structures but also all grading, drainage, landscaping, and every other matter that affects the exterior appearance of the Property or of any structure or improvement on the Property); and (b) approving or rejecting plans for all alteration of or addition to previously existing construction or improvement; (c) adopting and monitoring compliance with Architectural and Design Standards for The Country Place; (d) monitoring compliance with plans approved by this Board so as to see that the construction, improvement, alteration or addition conforms to those plans; and (e) adopting and monitoring compliance with, Maintenance Performance Standards under Section 6.4 (a) of this Declaration.

Section 4.2. Architectural and Design Standards. The standards upon which the Architectural Review Board is to base its approval or rejection of plans, construction, improvement, alteration or addition shall be referred to as the Architectural and Design Standards. These standards shall be adopted in writing by the Architectural Review Board as a permanent part of the records of the Association, shall be written reasonably to facilitate and support development, construction and maintenance of The Country Place as a top quality, high grade residential community, with construction and improvements of superior and first class quality materials and workmanship, based upon the standards of construction then applicable in Montgomery County, Ohio. These standards may be amended from time to time by the Architectural Review Board; and one copy may be made available without cost to each potential and actual Owner and Builder, and other copies shall be furnished by the Association for a reasonable cost.

Section 4.3. Approval or Rejection by Architectural Review Board. No new construction or improvement which affects the exterior appearance of the Property, and no exterior alteration of or addition to any previously existing construction or improvement, shall be commenced, constructed, continued or maintained until and unless scale drawing plans and specifications showing the nature, kind, size, shape, color, topographical changes, materials (including the brand name and quality information), and the exact location of the same (depicted to scale in from-the-top views and also in elevation drawings from all sides of the structure or improvement, all portrayed upon surveys of the particular Lot or other portion of the Property) have been submitted to and approved by the Architectural Review Board, or approved through the appellate process hereinafter described. The plans and specifications shall be submitted in such manner, style and detail as may be stated by the Architectural Review Board, and may be required to include, among other aspects, a grading and drainage plan, exterior lighting plan, location of paved surfaces and other man-made above ground improvements, a tree survey showing location of every tree larger than some specified diameter, and a landscaping plan. For all purposes of this Declaration, the word "Property" shall be deemed to include in its meaning all structures or other improvements thereon. Exterior alteration shall include painting and any other matter whatsoever that alters the exterior appearance.

Section 4.4. Members of Architectural Review Board. Until the status of Developer is terminated as provided in Section 1.8 of this Declaration, the members of the Architectural Review Board shall be nominated by the Developer for indeterminate terms, subject to confirmation by the Board of Trustees of the Association, and any and all members of that Architectural Review Board may be removed in the Association from time to time by the Developer. When the Developer membership ceases to exist, all members of the Architectural Review Board shall be appointed by, and may be removed and replaced from time to time by, the Board of Trustees of the Association.

Section 4.5. Delay beyond Thirty Days Constitutes Rejection. In the event the Architectural Review Board fails to approve any such plans and specifications within thirty days after their submission in such complete form as may be required by that Board, said plans and specifications shall be deemed to have been disapproved and rejected.

Section 4.6. Removal of Non-Approved Construction and Improvements. Any new construction or improvement which was not approved by the Architectural Review Board, and any alteration of or addition to any previously existing construction or improvement, and any failure to comply with plans and specifications shall be the subject of a Registered Notice from the ARB directing the Owner, Builder or Developer to remove all such offending work at once. The task of removal shall commence within seven days and shall progress in reasonably continuous fashion until completed in not less than thirty days, subject to delays caused by strikes, war, weather, acts of God and other

matters beyond the reasonable control of the person or entity responsible for the removal. Such removal shall be at the expense of the Owner, Builder or Developer on whose Lot the construction or improvement is situated. If the removal is not begun and completed in the manner described herein, the Association itself may enter upon the portion of the Property involved, through its agents, to effect the removal with the costs thereof to be assessed against the titleholder of that particular Lot as a Special Individual Lot Assessment (defined in a later chapter of this Declaration dealing with Assessments); and the Association shall be deemed to have retained an easement over every Lot to accomplish such removal.

Section 4.7. Penalties for Violations of Architectural and Design Standards. The regulations which may be adopted by the Board of Trustees of the Association may create penalties for violation of the Architectural and Design Standards. Those penalties shall be in addition to the removal of nonapproved construction and Improvements provided for immediately above in this Declaration. Violations of these Standards shall be deemed to be violations of the terms of this Declaration; accordingly, such violations shall also be subject to the penalties for such violations set forth in a later portion of the Declaration.

CHAPTER FIVE

APPEALS BOARD

Section 5.1. Powers and Duties of Appeals Board. An Appeals Board is hereby created and is charged with the duties of: (a) hearing and deciding appeals from decisions of the Architectural Review Board, including appeals regarding the language of the Architectural and Design Standards; (b) hearing and deciding appeals regarding the reasonableness of any one or more of the regulations adopted by the Board of Trustees; (c) hearing and deciding appeals from decisions of the Board of Trustees regarding the amount of or liability for any Special Individual Lot Assessment, as referred to in Section 9.3 of the Declaration; (d) hearing and deciding any other appeals as may be provided for subsequently by the Board of Trustees or in this Declaration; and (e) adopting procedures for the exercise of its duties.

Section 5.2. Members of Appeals Board. The Appeals Board shall consist of one Trustee selected by the Board of Trustees, one Lot Owner elected by majority vote of the total votes present at a Quorum of Owners of the Association, and a third member who is experienced in the management of residential real estate properties, this third member to be selected by the Developer. If the decision of a Quorum of Owners is not obtained at a meeting, the selection shall be made by a majority of a Quorum of Members. After termination of Developer status, the third member shall be selected by the first two members.

The term of each original member of the Appeals Board shall be for one, two or three years from his or her appointment, and for any additional amount of time until his or her successor is selected. Thereafter, the term of each member of this Board shall be for three years so as to create continuity by having only one term expire in any year. Any member of the Appeals Board who serves as such in the capacity of a Trustee or the Owner of a Lot shall cease to be a member of this Appeals Board at the same time such person ceases to be a Trustee or the Owner of a Lot.

Section 5.3. Procedure for Appeals. Unless specifically provided to the contrary, the Appeals Board may act upon an appeal only upon receipt of a written petition or written appeal filed (in the manner provided herein) within fifteen days after the decision appealed from or the application of the regulation or the Architectural Design Standard to which objection is raised. Such petition or appeal shall specify and set forth in full the exact decision, rule, regulation, standard or other matter being appealed; shall be accompanied by a complete written statement of the facts of any particular incident which gave rise to the appeal (signed and verified absolutely under oath by the appellant); and shall also be accompanied by a written statement of all arguments supporting appellant's belief that the decision, rule, regulation, standard or other matter appealed from is arbitrary and unreasonable, together with a written statement as to what other approach appellant believes will resolve the problem to which the decision, rule, regulation, standard, etc. was addressed. The board which made the decision, rule, regulation, standard or other matter appealed from shall have fifteen additional days to file with the Appeals Board its arguments supporting the decision or other matter being appealed, together with its statement of contrary or additional facts, verified absolutely under oath by at least one person.

The written petition or appeal and the written response referred to above must be typewritten and six copies thereof must be filed with the statutory agent of the Association, or with any real estate managing organization or person which or who has been designated by the Trustees to manage The Country Place, or with any Trustee or Officer of the Association. In the case of the written answer being filed by the board from which the appeal is taken, one additional copy shall be mailed to the appellant at his last known address on the records of the Association.

The Appeals Board shall hold a hearing on the appeal within sixty days after expiration of the period of time allowed for filing the written answer. The appellant and/or the board whose decision or action was appealed shall be entitled to appear at the hearing and present its case to the Appeals Board and shall be entitled to be represented by counsel. The appellant shall have the burden of proving that the decision, rule, regulation, standard or other matter appealed from is arbitrary and unreasonable.

If the appellant fails to obtain the affirmative vote of a majority of the Appeals Board that the decision, rule, regulation, standard or other matter appealed from is arbitrary and unreasonable, the appeal shall be deemed to have been lost. The decision of the Appeals Board shall be a final administrative decision.

CHAPTER SIX

MAINTENANCE

Section 6.1. Maintenance of Common Area. The Association shall be responsible for the care, custody, maintenance, regulation and control of the Common Area. Such maintenance on the Common Area must and shall include, but shall not necessarily be limited to, snow removal, repair of paved private road surfaces, tree trimming, maintenance of the lake and/or ponds, grass cutting, and keeping any drainage ditches or pipes free and clear from obstruction. Such maintenance of the Common Area may also include, without limitation, the performance of cutting and replacement of vegetation. All such activities shall be performed to the extent deemed necessary or appropriate by the Board of Trustees; maintenance of the Common Area by the Association shall not require removal of every snowfall, nor the immediate replacement of vegetation, nor the immediate repair or repaving of private paved road services, trimming of all trees or elimination of every type of obstruction from drainage ditches or pipes. Instead, the maintenance of the Common Area shall be that which the Trustees, in the exercise of their discretion, determine to be reasonably necessary and appropriate to maintain The Country Place as the top quality, high grade development referred to in Chapter Four dealing with Architectural Control.

The Association's authority over the Common Area shall include the power to make and enforce regulations that restrict and control uses to be made of the Common Area, including but not limited to the lake and any ponds.

Each Lot Owner shall be primarily responsible for mowing all grass and trimming any vegetation on that part of the Common Area, if any, in front of his Lot (between his Lot and the private street on the Common Area).

Section 6.2. Maintenance of Drainage Swales on Public Street Right of Way. The plat for The Country Place was approved by the City of Centerville on the basis of drainage swales being used instead of underground storm sewer pipes. A condition of the approval was that the Association pay for and perform all maintenance of those drainage swales necessary to keep them in good operating condition, even though they are located on public street right of way and not on Common Area. The Association is hereby assigned the duty to perform that maintenance at its cost (with the Association to obtain the necessary funds by assessments against Lots, as described in Chapter Nine dealing with Assessments). No modification or amendment of this Declaration may eliminate or modify this maintenance requirement, without the prior written express consent of Centerville.

Section 6.3. Maintenance Required because of Negligent or Intentional Acts. In the event a need for any maintenance or repair by the Association is caused by the negligent or intentional act or failure to act of any Owner or of any person residing on one of the Lots in The Country Place, the cost of such maintenance and repair shall constitute, and shall be levied by the Association as, a Special Individual Lot Assessment against the Lot owned or occupied by such Owner or resident; and the Association shall have authority to perform the maintenance and repair referred to in this paragraph and assess the costs thereof as such a Special Individual Lot Assessment.

Section 6.4. Maintenance of Lots and Dwellings and Improvements on Lots. Each Owner shall be responsible for the maintenance and repair of the Lot titled in whole or in part in the name of such Owner (including mowing grass and trimming vegetation) and for the maintenance and repair of the residential dwelling and all accessory improvements on such Lot. This maintenance and repair shall be performed in such a manner as to keep each Lot and the dwelling and improvements thereon in first class and high quality condition so that neither the Lot nor the residential dwelling nor any condition or improvement on the Lot becomes, in the reasonable judgment of the Trustees and because of the lack of maintenance or repair, a detrimental influence on the community of The Country Place. The Trustees are hereby granted full power and authority to set performance standards for this maintenance and repair duty of Owners in the manner described below, and those standards shall be binding upon all the Owners and upon all subsequent owners of Lots in The Country Place.

(a) Adoption of Maintenance Performance Standards by Architectural Board of Review. Prior to expiration of the Developer status of membership in the Association, such maintenance performance standards for the maintenance and repair by Owners of their Lots and dwellings and improvements thereon shall be approved and adopted not by the Trustees but by the Architectural Board of Review.

(b) Authority of Architectural Board of Review Ceases when Developer Membership Is Terminated. When the Developer category of membership terminates, the authority of the Architectural Board of Review with regard to such maintenance performance standard shall cease immediately.

Section 6.5. Supervisory Responsibility of Association as to Maintenance and Repair of Lots and Dwellings and Improvements Thereon. In the event the maintenance and repair of any Lot or of any dwelling or other improvement situated on the Lot is not performed in the manner referred to in Section 6.4 above, the Owner shall be deemed to have violated the terms and provisions of this Declaration.

(a) Registered Notice In Advance. If such a violation occurs the Association, upon Registered Notice to the Owner not less than forty-eight hours in advance with regard to lawn care or landscaping maintenance and not less than six days in advance with regard to repair or maintenance of the dwelling or any other structure or improvement on the Lot, shall have the option to enter upon the Lot and perform the appropriate maintenance and/or repair.

(b) Easement. The Association shall be deemed to have an easement over every Lot for this purpose and may delegate that easement to its employees and/or subcontractors engaged by the Association to perform such maintenance and/or repair.

(c) Assessments for Violations. For the first such violation and the first maintenance and/or repair work performed by the Association on any particular Lot in a calendar year, a Special Individual Lot Assessment shall be levied against the Lot (and the Owner who holds title to the Lot) in an amount equal to twice the direct and indirect cost to the Association of issuing such Registered Notice and having such maintenance and/or repair work performed. For the second such violation and the second maintenance and/or repair work performed by the Association on any particular Lot in a calendar year, a Special Individual Lot Assessment shall be levied against the Lot (and the Owner who holds title to the Lot) in an amount equal to four times the direct and indirect cost to the Association of issuing such Registered Notice and of having such maintenance and/or repair work performed. For the third and every subsequent violation in a calendar year, even if the Owner performed the proper maintenance and/or repair work as to every previous violation of which Notice had been given in that calendar year (so that a violation had existed, Registered Notice had been given, but the Association was required to perform no maintenance or repair work because the Owner then performed the maintenance or repair work which was necessary) a Special Individual Lot Assessment shall be levied against the Lot and its Owner for the sum of \$100. In addition, in the event the Association is required to perform the maintenance and/or repair work which gave rise to such a third or subsequent violation, a Special Individual Lot Assessment shall be levied against the Lot and its Owner in an amount equal to six times the direct and indirect cost to issuing such Registered Notice and having such maintenance and/or repair work performed.

(d) Contracts for Repair of Structures. With regard to maintenance or repair work concerning a dwelling or other structure or improvement on a Lot (as opposed to lawn care or landscaping), if the Owner delivers to the Association (prior to expiration of the six days notice period) a written, signed contractual undertaking by a third party to perform the maintenance and/or repair work (and if the Association, in its sole and absolute discretion, is willing to accept the form of such written undertaking and is willing to rely upon the particular party to accomplish the work in a satisfactory manner and within such time limits as the Association deems reasonable), the Association shall not exercise its option to enter upon the Lot and perform, or have performed, the appropriate maintenance and/or repair work at that time, but instead shall wait to give said third party an opportunity to perform such work.

If the quality, style or manner of the work of such third party does not comply with the performance standards referred to above, or if the third party fails to proceed with the work in a speedy

and conscientious manner but instead delays any phase or portion of the work for a time period which is, in the sole and absolute discretion of the Trustees, unreasonable, the Trustees, upon a second Registered Notice to the Owner (this time not less than forty-eight hours in advance) shall again have the option to enter upon the Lot and perform the appropriate maintenance and/or repair of the dwelling or other structure or improvement thereon, and shall also have the option to exclude such third party from any further entry upon the Lot, other than to retrieve his or its tools, equipment and materials not yet incorporated into the work. Any contract let by an Owner to a third party for such maintenance and repair work is subject to this right of the Association to exclude such third party from the job site under the circumstances referred to above, and each Owner shall have the obligation to include in any "written, signed contractual undertaking by a third party," as referred to above, such language as may protect the Owner from additional liability to that third party in the event the Association exercises this right to exclude the third party from the job site. If the Owner fails to include such language, and if the Association excludes that third party from the job, the Owner may be required to pay twice, by paying the third party under the contract, yet also being required to pay an assessment to the Association.

Section 6.6. Builders to have the Same Responsibility as Owners as to Maintenance. Each Builder who owns a Lot shall be deemed to have the same responsibility for maintenance as described in this Chapter Six with regard to Owners of Lots.

Section 6.7. Owner's Right to Contract with Association for Lawn Care. If an Owner does not wish to have the responsibility of performing the maintenance and repair of lawn and landscaped areas of his Lot in the manner referred to in this Chapter and instead desires to shift that responsibility to the Association, the Owner shall have the right to execute the Association's standard Lawn Care Agreement and thereby place upon the Association the responsibility for maintaining the lawn and landscaped areas of the Lot in question. This 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 deemed necessary or appropriate by the Board of Trustees. 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.

Section 6.8. Owner's Right to Contract with Association for Maintenance and Repair of Dwelling, Other Structures and Improvements. If an Owner does not wish to have the responsibility of performing the maintenance and repair of the dwelling, other structures and improvements located on his Lot in the manner referred to in this Chapter and instead desires to shift that responsibility to the Association, the Owner shall have the right to execute the Association's standard Dwelling, Structures and Improvements Maintenance and Repair Agreement and thereby place upon the Association the responsibility for maintaining and repairing the dwelling, other structures and improvements on the Lot in question. Said standard Agreement may require the Owner to be bound by such Agreement for a stated minimum time and may contain such other terms and conditions deemed necessary or appropriate by the Board of Trustees. The direct and indirect cost to the Association of such maintenance and/or repair of dwellings, other structures and improvements on any Lot subject to such a standard Agreement shall be assessed against that Lot and its Owner as a Special Individual Lot Assessment.

CHAPTER SEVEN

COMMON AREA

Section 7.1. Conveyance to Association. The Developer shall convey title to the Common Area to the Association, prior to the conveyance of any Lot to an Owner, by special warranty deed, subject to all rights-of-way, easements and restrictions that were of record prior to title being acquired by the Association, and subject to all provisions of this Declaration, free and clear from all other liens and encumbrances but subject to the lien for real estate taxes and assessments. The conveyance shall also be subject to the lien of any purchase money mortgage (and/or development mortgage) granted by the Developer, but only if such mortgage liens are made subject to the public access easement described in Chapter Eight of this Declaration.

Section 7.2. Owners' Right to Use and Enjoy. Each Owner shall have a right to use and enjoy the Common Area which shall be appurtenant to and shall pass to each succeeding Owner as part of title to each Lot, subject to all zoning controls, easements, and restrictions of record, including those imposed by this Declaration, and also subject to regulations that may be issued subsequently by the Trustees of the Association from time to time.

Section 7.3. Delegation of Use Rights. Any Owner may delegate the right of use and enjoyment of the Common Area to persons residing on the Owner's Lot and to guests; persons who hold such a delegated right of use and enjoyment shall be subject to the same zoning controls, easements, restrictions, and regulations as are referred to above in Section 7.2.

Section 7.4. No Mortgage or Sale of the Common Area. The Association shall not have the power or authority to mortgage or sell any portion or all of the Common Area.

Section 7.5. Easements for Utilities; Dedication of Streets. Notwithstanding the rights of Owners to use the Common Area and the restrictions and provisions of this Declaration and in the plat of The Country Place, the Association shall have full power and authority to grant easements in the Common Area for utility purposes (including cable television) and to dedicate portions of the Common Area for use as part of public street rights-of-way (but such street dedication must have written acceptance of the appropriate government to be effective).

Section 7.6. Right to Connect to and Use Common Area Utilities and Private Street and Drainage. The Additional Property described in this Declaration and the Owners and occupants thereof shall have the right to tap into and use any utility lines and/or drainage ditches and pipes extending along the Common Area, and to use for ingress and egress all private streets located on the Common Area; but this right shall be subject to the authority of the Association to levy and collect use charges based on the Additional Property's pro-rata share of maintenance and repair expenses incurred by the Association for such utility lines, drainage ditches and pipes, and private streets, that share being computed on the basis of the number of dwelling units on the Additional Property enjoying the availability of such use, compared to the total number of dwelling units (in The Country Place and also on the Additional Property) enjoying the availability of such use.

Section 7.7. Identification of Common Area. Those parcels given numbers 1 and 19 on the plat of Section One of The Country Place represent the Common Area, and they include all the private streets. If Additional Property is added, the plats and/or amendments or supplements to this Declaration will identify new Common Area.

CHAPTER EIGHT

EASEMENTS

Section 8.1. Easement for Maintenance and Repair. The Association shall have an easement onto, over and through all of the Property, including each Lot, so as to enable the Association to perform its obligations, rights and duties with regard to maintenance and repair of any portion of the Property.

Section 8.2. Easement for Enforcement of This Declaration. The Association shall have an easement onto, over and through all of the Property, including each Lot, to enable the Association to enforce each and every provision of this Declaration and to perform and exercise every responsibility and right it may have under this Declaration.

Section 8.3. Ingress and Egress Easement for Public Service, Public Safety and Other Purposes. Every portion of the Common Area shall be burdened with a perpetual easement of Ingress and egress, vehicular and pedestrian, for the benefit of every Lot in The Country Place and for the benefit of every portion of the Additional Property, whether or not it is added to this development or made subject to this Declaration, and for the benefit of the Owners and occupants of any Lot and of any part of the Additional Property and of the guests and invites of such Owners and occupants, and for the benefit of the Association and the Developer and the employees, agents and contractors of each.

Vehicular traffic under this easement shall be limited to the private streets depicted on the plat(s) of the Property, with the exception that the Developer, the Association, and suppliers of utility and governmental services shall have the additional easement right to take vehicles and equipment over any part of the Common Area (and shall also have the obligation to repair and pay for any damage done through the exercise of this additional easement, even though not negligent). The Developer may create additional and permanent paved or hard surface private drive entrances over the Common Area, at the sole expense of the Developer.

This easement is also for the benefit of all persons and organizations who or which supply necessary or appropriate health, police, fire, safety, utility or any form of government services to any Lot or any portion of the Additional Property or to any person or property thereon.

Section 8.4. Easement for Encroachments. Each building and every other improvement constructed on the Property shall have the benefit of an easement to encroach upon any Lot and upon the Common Area, but only if the plans for the building or improvement were approved through the architectural review process described above in this Declaration.

CHAPTER NINE

ASSESSMENTS

Section 9.1. Obligation of Owners to Pay Two Types of Assessments. The Developer, as original title holder of all the Lots, hereby covenants and agrees to pay for each Lot it owns, and each Owner and Builder 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) to the Association for each Lot owned, the following two types of assessments: (a) general assessments for maintenance and operation of the Association, hereinafter sometimes referred to as Monthly Assessments, and (b) Special Individual Lot Assessments.

Section 9.2. Purpose of Monthly Assessments. Monthly Assessments levied under this Declaration shall be used exclusively to promote the recreation, health, safety and welfare of the Property and the residents in The Country Place and in particular for the maintenance and improvement of the Common Area and the administration and enforcement of this Declaration, including without limitation the purposes of obtaining funds for payment of maintenance and repair of the Common Area, real estate taxes and assessments on the Common Area, costs of any insurance purchased by the Association, costs of operation, management and administration of the Association (including without limitation accounting and legal services), and creation of one or more reserve accounts to ensure future availability of funds for all such purposes. Such a reserve account must and shall be created to accumulate funds for repairs and resurfacing of the private street on the Common Area.

Section 9.3. Purpose of, and Appeals from, Special Individual Lot Assessments. In addition to the Monthly Assessments as described above, the Association may levy a Special Individual Lot Assessment against any Lot and the title holder thereof for the purpose of paying the expenses of maintenance and/or repair, and the violation charges, for which that Lot and the title holder are responsible under the provision of Chapter Six, above, dealing with Maintenance. In addition, such Special Individual Lot Assessments may be levied against any Lot and the title holder thereof for any other purposes authorized by this Declaration including, but not limited to, removal of non-approved construction as described in Section 4.6, as a penalty for violation of Architectural and Design Standards as referred to in Section 4.7, failure to pick up or remove trash as referred to in Section 12.16, as a penalty for violation of use restrictions described in Section 11., and to recover costs of enforcement of this Declaration.

The amount of or liability for a Special Individual Lot Assessment may be appealed to the Appeals Board under the procedures established in Chapter Five of the Declaration.

Section 9.4. Preparation of Estimated Budget. At least one time before or during every fiscal year of the Association, the total dollar amount necessary to pay those expenses to be met by the Monthly Assessments shall be estimated by the Association. Such estimate may be revised from time to time for and/or during any such fiscal year and the dollar estimate changed as the Association 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.

Section 9.5. Estimated Budget Amount Divided Into as Many Equal Shares as There Are Lots. After completion of the Estimated Budget for Monthly Assessments, the Association shall divide the total budgeted amount into as many equal shares as there are Lots, and each Lot shall be assessed one such equal share.

Each such equal Monthly Assessment share shall be payable in as many equal monthly installments as there are remaining calendar months in the fiscal year of the Association (and such fiscal year shall always terminate on the final day of some calendar month). In special circumstances that create a need for the Association 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, the Association 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. Further, if the economic situation is such that the Association must have the funds at once, a portion of the Estimated Budget may be set by the Association to be paid immediately (and prior to the customary due date of the first day of a calendar month, as described in Section 9.8 below).

Notice of the Estimated Budget for Monthly Assessments, of the amount of each such equal shares, and of the amount of the monthly installments in which those equal shares are to be paid shall be given to each title holder of a Lot as a Registered Notice, and shall also be made

available for inspection by any such title holder during reasonable hours at the location where the Association transacts its business or in the office of the statutory agent or managing agent of the Association.

The first such Estimated Budget shall be prepared within thirty days after The Country Place comes into existence through recording of this Declaration and the subsequent plat of Section One of this development. That first budget shall include all expenses of the Association from the later of those two recording dates.

Section 9.6. Notice of Levying of Assessments. Through the giving of the Registered Notice referred to in Section 9.5 above, the Association shall be deemed to have levied Monthly Assessments. Special Individual Lot Assessments shall be deemed to have been levied after approval by the Association and at such times as Registered Notice has been given to each title holder of the dollar amount and any installment payments and due dates of such assessments, and such information also made available for inspection in the manner and location described above in Section 9.5.

Section 9.7. Date of Commencement of Assessments. Monthly Assessments shall be levied, and Special 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 or Builder, whichever first occurs.

Section 9.8. 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 Association on or before the first day of each calendar month. Special Individual Lot Assessments shall be due and payable at such times and in a lump sum or installments as may be provided in the written notice of such assessments referred to in Section 9.6 above. If any Monthly Assessment or any installment of a Special Individual Lot Assessment for any Lot is not paid in full within thirty 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 Declaration) the Association may, at its option, declare the due dates of the Monthly assessments for the remaining months of the fiscal year of the Association (with regard to that particular Lot) to be accelerated, and/or declare the due dates of any remaining installments of such Special Individual Lot 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.

Section 9.9. Late Charges. A ten dollar late charge shall be added to and become a part of any installment of a Monthly Assessment or Special Individual Lot Assessment not paid to and received by the Association within ten 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 Association within twenty calendar days after the date such installment is due. In addition, another late charge of an additional ten dollars shall be added to and become a part of any such assessment installment not paid to and received by the Association within thirty days after the date said installment was due, so as to make a thirty dollar total of late charges at that time. The fact that any late charge (as opposed to the assessment itself) is not paid within thirty 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 9.8.

Section 9.10. Failure to Prepare Estimated Budget; Failure to Receive Notice. Any failure or delay of the Association in preparing the Estimated Budget of Monthly Assessments and/or the failure of any title holder of a Lot to receive the written notification of Monthly Assessments and of such Estimated Budget (provided the Association follows the notification procedures set forth above) shall not constitute a waiver or release in any manner of the obligation of each title holder of a Lot to pay his, her or its share of such Monthly 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 Association for such fiscal year, or if the Association has failed to give notification of a revised Estimated Budget and of revised Monthly Assessment amounts in the manner required above, each Lot title holder shall be obligated to pay Monthly Assessments for the new fiscal year at the last rate, level or amount of such Assessments established for the previous fiscal year (until the Association revised the Budget and sets new Monthly Assessment amounts).

Section 9.11. Lien for Assessments. The Association 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 Association of expenses of reasonable legal fees and court costs incurred by the Association 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 9.12 immediately below in this Declaration.

Section 9.12. Procedure in Filing Certificate for Lien. At any time after an assessment remains unpaid for fifteen days after the same has become due and payable, the Association shall

have the right to record a certificate to establish against any particular Lot(s) the lien rights described in Section 9.11 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 record title holder thereof, the amount of unpaid assessments and late charges, and an explanation that the lien also secures payment of additional late charges that may be incurred after additional delay in payment, and of expenses of reasonable legal fees and court costs which have been and may later be incurred by the Association in attempting to collect the unpaid assessment (through enforcement of the lien or otherwise).

Section 9.13. Period of Time for Which Assessment Lien is Valid. The lien provided for in the two preceding sections of this Declaration shall remain valid for a period of ten 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 Appeals Board procedure referred to in Sections 9.3 and 5.1 of this Declaration.

Section 9.14. Individual Liability for Assessments. Each Owner, each Builder, and the Developer, shall be liable personally and jointly and severally for all assessments levied by the Association against the Lot(s) owned by such Owner or Builder or Developer during the period of such ownership.

Section 9.15. No Exemption from Assessments. No person or entity may exempt itself, himself or herself from liability for payment of the assessments and other obligations described in this Declaration by waiver of the right to use the Common Area, by non-use or assignment of such right, by abandonment of use of its, his or her Lot(s), or by any other method.

Section 9.16. Liability for Assessments Upon Voluntary Transfers of Title. If an interest in the record title of a Lot is voluntarily conveyed or voluntarily 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 holder of that title interest, and such new holder of title shall be jointly and severally liable to the Association for all such unpaid assessments, together with any person or entity who or which, under Section 9.14 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 rights, if any, of the new title holder, under the contract or other arrangement through which the ownership interest was acquired, to recover from the previous title holder any amounts of previously existing and unpaid assessments which the new title holder is required to pay to the Association. This personal liability for previously existing and unpaid assessments shall be deemed to apply to any such new 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 title holder shall release any previous title holder who was liable personally from his, her or its liability to the Association for such payment.

Section 9.17. Certification of Unpaid Assessment Amounts. The Association 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 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 title holder be subject to a lien for any such excess amount of assessments.

Section 9.18. Notice of Unpaid Assessments. If an assessment against any Lot is delinquent for over thirty days, the Association shall have the right and option to give notice of that fact to any mortgagee(s) of such Lot, and if the delinquency continues to exist after sixty days the Association shall have the right and option to notify all Members of the delinquency (including identification of the Lot, of the person or entity who has failed to pay the assessment when due, and of the amount of the unpaid assessment). The Association may also post such notice of delinquency on the Common Area after the same sixty days.

Section 9.19. 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 9.16 above, any person or entity 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 title holder, shall not be liable personally for any unpaid assessments against the Lot in question which become due prior to the foreclosure sale or deed in lieu of the foreclosure.

Section 9.20. Right of the Association to ReAssess Unpaid Assessments as Common Expenses. After any assessment has remained delinquent for ninety days, the Association 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 or permitted by this Declaration with regard to such unpaid assessments.

Section 9.21. Subordination of the Assessment Lien to Mortgages and Real Estate Taxes. The assessment lien provided for in Sections 9.11 and 9.12 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, may be granted a priority which antedates the filing of such statutory liens).

Section 9.22. Collection of Assessments, Enforcement of Lien. The Association may bring an action at law against any person or entity obligated personally to pay assessments for the purpose of collecting such assessments, together with late charges. In addition, the Association 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 title holder of the Lot 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 Association 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 Association, 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 Association shall be entitled to become a purchaser at the foreclosure sale.

Section 9.23. Common Area Exempt from Assessments. All Common Area of The Country Place shall be exempt from the assessments and assessment liens authorized by this Declaration.

CHAPTER ELEVEN

INSURANCE

Section 11.1. Liability Arising From or Through the Common Area or Activities of the Association. Liability insurance shall be purchased by the Association to provide protection against liability for personal injury and/or property damage arising from, through or relating to the Common Area or any activities of the Association on a portion of the Property. The dollar amount of the policy limits shall be determined by the Association, and the coverage shall insure not only the Association but also all Owners, members of Owners' respective families, other persons lawfully residing upon any portion of the Property, Trustees, officers and employees of the Association and the Association itself. All such liability insurance shall contain, if necessary or appropriate, cross-liability endorsements to cover liabilities of the Owners as a group to a Unit Owner. In the event the insurance referred to by 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 Association to be paid from the Monthly Assessments.

Section 11.2. Other Miscellaneous Insurance Coverage. The Association shall 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 officials of the Association dealing with funds of the Association, liability coverage for officers and/or Trustees to protect them from liability for their actions in such capacities, and insurance against fire and extended coverage risks with regard to any maintenance building or other form of insurable improvements upon the Common Area. In the event insurance is obtained by the Association to cover structures and/or improvements on the Common Area and in the event the amount of such insurance is insufficient to cover the cost of repair and restoration of the insured objects, the deficit shall be a common expense to the Association to be paid from the Monthly Assessments.

Section 11.3. Fire and Extended Coverage Insurance Must Be Purchased by Members Who Own Lots for Detached Residences. Each Member of this Association who holds title to one of the Lots used for a detached single family residence must and shall purchase and maintain insurance protection against loss or damage by fire and all other hazards covered by a standard extended coverage endorsement, with the amount of such insurance to be not less than eighty percent of the replacement value of all buildings, structures, and improvements on that Lot, as that replacement value may change from time to time. The insurance must include an agreed amount endorsement each year so as to make certain the coverage will not become less than said eighty percent during the year.

In the event any dwelling, structure or other improvement on such a Lot is destroyed or damaged in such a fashion that the destruction or damage is visible from any portion of the boundary of such Lot or from any other area of The Country Place, the Member shall have an obligation to inform the Association of the date he has settled his claim with his insurance carrier and received payment for such claim, with this information to be given by Registered Notice within five days after the event. Within a reasonable time after such settlement with the insurance carrier (such time being determined in the sole and absolute discretion of the Trustees) or in any event within ninety days after such damage or destruction has occurred (regardless of whether or not settlement has been made with the insurance carrier), the Member shall have the duty to have begun the maintenance and/or repair work necessary to eliminate such damage or destruction and shall have the duty to pursue such work in a reasonably continuous manner so as to complete the restoration, repair and maintenance which will eliminate the damage and destruction; all of such work shall be subject to the provisions of the chapter dealing with Maintenance.

Each such Member shall furnish the Association immediately with a memorandum copy of each such insurance policy in effect with regard to the dwelling on that Lot, as evidence that such Member has fulfilled the duty established in this section to purchase and maintain such insurance protection in effect. As the insurance policy may be changed or renewed, such Member shall furnish the Association immediately with a memorandum copy of every new, renewal or replacement policy. Each such insurance policy shall require not less than thirty days written notice to the Association prior to cancellation.

CHAPTER TWELVE

USE RESTRICTIONS

Section 12.1. Residential Usage. No Lot shall be used for any purpose other than as a residential dwelling site for a Single Family (as defined in Section 1.22 on pages 5-6 above) and for accessory uses by that family incidental to their living upon such Lot.

Section 12.2. Prohibition Against Nuisances. No noxious or offensive activities shall be carried on upon any Lot or upon any improvement located thereon nor shall anything be done on any Lot or such improvement, either willfully or negligently by the record title holder of the Lot or by persons or entities having the right to enter onto the Lot or improvements thereon, which may be or may become any unreasonable annoyance or a nuisance to other Lots or to Members of the Association or to owners or occupants of adjoining real estate.

Section 12.3. Impairment of Structural Integrity. Nothing shall be done in, on or to any Lot, the Common Area, or any improvement situated on any such portions of the Property which will impair the structural integrity of any improvement located on the Property.

Section 12.4. Temporary Structures. No structure of a temporary nature and no trailer, basement, tent, shack, garage, barn, vehicle or other accessory or out-building shall be used as a residence temporarily or permanently on any Lot or on the Common Area.

Section 12.5. Water Supply, Sewage Disposal. Neither an individual water supply system nor an individual sewage disposal system shall be permitted on any Lot.

Section 12.6. Trucks, Trailers, Mobile Homes, Recreation Vehicles and Boats. No parking spaces other than those enclosed in garages on the Property shall be used for the parking of any trucks, trailers, mobile homes, recreation vehicles and boats or anything other than operative passenger automobiles. The words "trailer" and "recreation vehicle" shall include trailer coach, house trailer, mobile home, motor home, automobile trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, and u constructed in such a manner that it was, is or may be mounted upon wheels or any similar transporting devices and used on streets and highways. The word "truck" shall include and mean every form of cab, pick-up truck, tractor and other attachments customarily hauled by such trucks, including but not limited to flatbed trailers and other forms of platforms or enclosed or partially enclosed devices which would be pulled by a truck. Further, the word "truck" shall mean and include every other type of motor vehicle or equipment devised to be used with a motor vehicle, with the exception of trailers and recreational vehicles as previously described and with the further exception of boats and operative passenger automobiles.

Provided, however, that the prohibition against parking any such trailer, truck, recreational vehicle, boat or anything other than an operative passenger automobile outside on any portion of the Property shall not be construed to prohibit the parking upon any uncovered parking area of any Lot of not more than two bicycles, mopeds or motorbikes for temporary periods of time not to exceed eight hours in any twenty-four hour day.

Further, the prohibitions of this section shall not apply to such outdoor parking which is necessary or appropriate on a temporary basis to allow persons and/or their belongings to be moved in or out of, or delivered to, any dwelling on the Property, or which is necessary or appropriate in connection with maintenance or repairs of any Lot of the Common Area, or of improvements on any portion of the Property which improvements are required or permitted under this Declaration and the Development Plan.

Section 12.7. Guests and Visitors. It is recognized that Owners and occupants of Lots may entertain temporary visitors and houseguests other than persons included within the Single Family as defined in Section 1.22 on pages 5-6 above, and the Regulations of the Association shall contain reasonable provisions with regard to such visitors and guests.

Section 12.8. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residential districts by prohibiting the use of single family residences for roomers and boarders and in order to provide similar protection for the owners of Lots included in The Country Place, no boarders or roomers shall be permitted in this development.

Section 12.9. Hazardous Uses and Waste. Nothing shall be used, be done or kept on any Lot, any improvement thereon, or any Common Area which will increase the rate or amount of any premium paid by the Association to maintain insurance on any portion of the Property without the prior

written express consent of the Association which consent, if given, shall in any event remain in effect for no longer than the close of the then-current calendar year or until such use has been terminated for one month, whichever occurs sooner, after which a new consent from the Association must be obtained. Nothing shall be used, be done or kept on any portion of the Property which would be in violation of any statute, law, ordinance, resolution or regulation of any governmental body having jurisdiction over the premises. No waste shall be committed as to the Common Area, and no damage shall be inflicted upon any property owned by the Association; any person causing such waste or damage shall be responsible to the Association therefor and the Association shall have full power and authority to levy a Special Individual Lot Assessment against any interest in a Lot owned by a person who caused such waste or damage, whether negligently, intentionally or otherwise. Any consent of the Association to a use which increased the cost of insurance coverage shall be conditioned upon a binding written agreement executed by the Owner of the Lot and delivered to the Association by which such Owner agrees to be responsible for and to pay to the Association when due the increased portion of the cost of insurance coverage, and if such payment is not made by or on behalf of the Owner the consent shall be deemed to have terminated automatically with the result that such usage must be discontinued immediately.

Section 12.10. Home Occupations. The restrictions above as to the use of any Lot as the location for a single family residence shall not prohibit the conduct of a "home occupation" or profession in connection with which (a) there is used no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence dwelling; (b) there is no commodity sold upon the premises (c) no person is employed on the premises other than persons permitted to reside thereon under the definition of Single Family; (d) no mechanical or electrical equipment is used except such types and sizes as permissible for and customarily found in purely domestic or household premises for the use of the family residing therein; and (e) the activities of the home occupation do not interfere with the quiet enjoyment or comfort of any other Owner or occupant of a Lot included within The Country Place. A professional person may use his residence for infrequent consultation, emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. In any event, permitted home occupations shall not include activities which use the Lot for any type of pick-up station or which involve more than three separate customers or separate clients visiting the premises during any twenty-four hour day.

Section 12.11. Surfaces of Buildings. Nothing shall be hung, displayed or placed on the outside of the walls, doors, windows or roofs of any building or improvement on the premises (other than building materials which constitute a part of the building or improvement). Further, nothing shall be hung, displayed or placed on the inside of any transparent glass portions of the building which will result in the communication of a message or picture to persons viewing that building from its exterior.

Section 12.12. Obstruction and Storage on Common Area. There shall be no obstruction of the Common Area except to the extent approved in advance by the Association. Further, the placement or storage of materials, equipment or any other items on any portion of the Common Area is prohibited except to the extent approved in advance by the Association. Provided, however, that the Association shall have full power and authority to situate or erect structures and/or improvements on the Common Area as long as such structures and improvements are deemed by the Association to have some common benefit for The Country Place.

Section 12.13. Outside Storage on Lots. The placement or storage of materials, equipment or any other items on any Lot outside the buildings situated thereon is prohibited, except to the extent approved in advance by the Association. This prohibition shall be construed so as to require advance approval for, but not limited to, such items as children's play equipment, trash cans and all items of any sort whatsoever with the exception of operative and duly licensed passenger automobiles situated on a paved driveway.

Section 12.14. Signs. No signs of any kind shall be displayed to the public view, or to the view of those persons using the private drives which provide access to Lots, on the Common Area or any Lot (including any signs which are within a structure located upon any Lot) excepting: (a) signs used by the Developer to advertise Lots for sale, (b) signs approved in advance by the Association, located on Lots, used by Builders to advertise residence dwellings for sale, and (c) any signs approved in advance by the Association and located on Common Area. This paragraph specifically prohibits Owners from placing any signs whatsoever on their Lots. Signs of the Developer or by Builders may not exceed 24" by 36" on each side, and both sides of the sign may be used.

Section 12.15. Exterior Wiring, Antennas, Equipment. No exterior wiring, lighting, antenna, air conditioning unit, or other type of apparatus, installation or equipment shall be permitted to appear on the exterior portion of any building or improvement situated upon the Property except such as may have been approved by the Architectural Review Board.

Section 12.16. Garbage and Refuse Disposal. Neither the Common Area nor any Lot shall be used or maintained as a dumping ground for garbage, refuse, litter or debris. Each title holder

shall bear the duty of picking up all such trash materials on that Lot and placing such materials into sanitary containers of such type (and to be stored in such areas) as may be approved in advance by the Association, and this shall be a duty of the title holder whether or not the trash material on the site may have come from other Lots or land within or outside of The Country Place.

The Association shall be responsible for making such central arrangements as the Trustees deem necessary or appropriate for the removal of garbage, refuse, debris and litter from all such sanitary containers provided and stored on Lots in the manner described above, and from the Common Area.

Provided, however, that these duties of the Association shall not include removal of any garbage, refuse, litter or debris resulting from development on any Lot or from construction of buildings or improvements on any Lot, with such removal to be the responsibility of the title holder of the Lot on which the development or construction occurred.

The responsibility as to removal of garbage, refuse, litter or debris caused by development or construction shall be met by picking-up such trash material from the site on a daily basis, depositing it in containers, and providing for the emptying of those containers on a reasonable, periodic basis so as to remove the material from The Country Place. In this respect each title holder of a Lot or Common Area is responsible not only for what that title holder does in the way of causing trash to be on the Lot or Common Area, but is also responsible for the acts of the contractors and agents of such title holder; accordingly, every title holder of a Lot or Common Area is required to include a "daily pick-up clause" conforming to this requirement in contractual arrangements with the agents and contractors of such title holder.

If the title holder of any Lot or Common Area on which construction is underway fails to comply with the daily responsibility of picking up all such trash material from the site and placing it in containers, or fails to comply with the requirement of providing for reasonable periodic emptying of those containers so as to remove the material from The Country Place, the Association shall have authority to perform the appropriate pick-up and/or removal itself, upon Registered Notice to the title holder not less than twenty-four hours in advance; any costs incurred by the Association as a result of exercising this authority shall be assessed against the Lot owned by such title holder as a Special Individual Lot Assessment.

Any extraordinary costs for trash removal and disposal which are incurred by the Association with regard to unusual types, sizes or amounts of trash material shall be assessed as a Special Individual Lot Assessment against the Lot from which such trash material was produced or removed.

Section 12.17. Rental of Lot. No Lot or any building or improvement thereon shall be rented or leased (a) for transient purposes, this being defined for the purpose of The Country Place as being any rental or lease arrangement for a period less than 120 consecutive calendar days; or (b) for hotel purposes, this being defined for the purposes of The Country Place as being any rental or lease arrangement if the occupants are provided customary hotel services such as maid service, furnishing of linens and furnishing of laundry services.

Section 12.18. Sales Model Used by Developer or Builder. No use restrictions or other provisions of this Declaration shall be deemed to prohibit the Developer or any Builder from using a single family residence erected on a Lot in The Country Place as a sales model and/or sales office, with the proviso that any employees or agents of the Developer or Builder must confine their activities to possible sales of additional Lots and residential dwellings in The Country Place, and that no materials or activities in such a sales model may relate to any other real estate development.

Section 12.19. Rules and Regulations. The listing of specific restrictions upon use and occupancy set forth in this portion of the Declaration shall not be construed to restrict or limit the Association from making regulations which place additional use and occupancy restrictions on any portion or all of the Property; The Association is hereby specifically empowered to make such regulations, both administrative and substantive.

Section 12.20. Animals, Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Property, except that dogs, cats and other household pets may be kept in and upon Lots, but only to the extent permitted by plat or deed restrictions, if any, and in any event subject to the following provisions:

(a) Such pets may not be kept in or upon any Lot for any commercial purpose, on either a temporary or permanent basis.

(b) Such pets shall not run loose on portions of the Property other than the Lot in which kept, and while on any other portion of the Property shall be kept upon a leash or other similar physical restraint.

(c) Whether or not on a leash, such pets shall not relieve body wastes upon any other portion of the Property except that Lot in which they are kept. The Owner and any other person having possession or control of any pet shall be obligated to remove any such body wastes from other portions of the Property.

(d) It is understood that the enjoyment of the Property by all Owners and residents thereof, and the success of this development, might be jeopardized by violations of these conditions; accordingly, the Association may, after three violations, require that any certain pet(s) be removed permanently from the Property, and the Owner of the Lot wherein the pet or its owner or keeper resides shall have a period of thirty days to comply with such decision of the Association.

(e) The Owner of a Lot which has such pet(s) kept in or upon it, or in which the owner or keeper of such pet(s) resides, and not the residents or Owners of any other part of the Property shall bear all risks which result from the presence of pets. Accordingly, such Owner shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such pets, and due care or absence of negligence shall not constitute a defense.

(f) In the event it is necessary to enforce the within restrictions and controls upon pets by legal action, all expenses and costs incurred by the association in such a legal proceeding, including the preparation therefor and including all attorney's fees shall constitute an assessment against the Lot wherein the pet or its owner or keeper resides and shall be deemed to be a Special Individual Unit Assessment as referred to above in this Declaration.

Section 12.21. Non-Interference with Normal Development or Construction Activities. The following sections of this Chapter Twelve shall not apply so as to interfere with the Developer or with any Builder in normal work customarily involved in developing real estate and constructing residential dwellings thereon or in performing any other work required by the Development Plan, as long as such work to be performed by or through the Builder or Owner is completed by the end of the two twelve month periods referred to in Section 14.14 as being the deadline by which construction work is to be finished; the specific sections as to which this exemption applies are as follows:

Section 12.2.	Prohibition against Nuisances.
Section 12.4.	Temporary Structures.
Section 12.5.	Water Supply, Sewage, Disposal.
Section 12.6.	Trucks, Trailers, Mobile Homes, Recreation Vehicles and Boats.
Section 12.9.	Hazardous Uses and Wastes.
Section 12.10.	Home Occupations.
Section 12.11.	Surfaces of Buildings.
Section 12.12.	Obstruction and Storage on Common Area
Section 12.13.	Outside Storage on Lot.
Section 12.15.	Exterior Wiring, Antennas, Equipment.
Section 12.16.	Garbage and Refuse Disposal.

Section 12.22. Variances from Restrictions. All the restrictions upon use set forth in this Chapter Twelve shall be subject to variances which may be granted by the Appeals Board as created by Chapter Five. Any variances so granted shall be for periods of time not to exceed two years and through such procedures and upon such standards as may be determined by the Appeals Board. Neither the granting nor denial of any variance application shall create a precedent binding upon that Board as to other applications for variances or as to renewal or denial of the same variance request at a future date, except that the Board shall have the right to reject an application for a variance without a hearing in the event the Board has refused to grant a request for a similar variance after a hearing held within the preceding two years.

Section 12.23. Garage Doors to be Closed. Garage doors are to be kept closed at all times except during ingress or egress from the garage area.

CHAPTER THIRTEEN

RIGHT OF FIRST REFUSAL

Section 13.1. Interdependence of Lot Owners. The success of The Country Place will depend in large part upon the various Lot Owners forming a congenial community, and it is hereby specifically recognized that the close proximity of one Lot to another will create an interdependence among Owners to a substantial degree.

Section 13.2. Transfers Subject to Right of First Refusal. Every sale, lease, rental, gift, devise, inheritance or other transfer of any portion of or interest in a Lot shall be subject to the right of first refusal of the Association as set forth in this Chapter except as provided immediately below in this Declaration.

Section 13.3. Exempted Transfers. The provisions of this Chapter regarding a right of first refusal shall not apply to transfers made by the Developer or Builders, to transfers to a First Mortgagee made solely for the purpose of securing the performance of an obligation (see Section 13.6 below), to transfers through a foreclosure sale or other judicial sale, to transfers to a mortgagee in lieu of foreclosure, to transfers by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, to transfers by one joint tenant or tenant in common to another joint tenant or tenant in common in the same Lot (whether by operation of law or otherwise), to transfers to a spouse and/or other members of the immediate family of an Owner (which members have customarily resided with such Owner), to transfers by Will or through intestate succession, or to lease or rental arrangements for a period not to exceed six months (however, if such a lease or rental contains an automatic renewal clause or an option to renew at the expiration of said term it shall be deemed to be for a period longer than six months and therefore shall be subject to the right of first refusal provided in this Chapter).

Section 13.4. Sale, Lease or Rental.

(a) Notice to Association. An Owner intending to make a bona fide sale, lease or rental of his Lot or any interest therein shall give Registered Notice to the Association of such intention together with the name and address of the intended record and beneficial purchaser or lessee or tenant, a true copy of the bona fide contract, offer and other documents concerning such sale, lease or rental containing all the terms, conditions and details of the proposed transaction, plus such other information concerning the proposed transaction and the parties involved as the Association may reasonably require.

(b) Time of Notice. The notice required above shall be given to the Association in writing not less than ten days prior to the closing at which the Owner would have transferred title to or an interest in his Lot as referred to in subparagraph (a) above.

(c) Association has First Refusal Option for Sale, Lease or Rental Contract. For a period of ten days following its receipt of notices of a proposed sale, lease or rental the Association shall have a first refusal right and option to acquire the title or interest proposed to be transferred by matching the terms of the offer, contract or other documents for the sale, lease or rental of the Lot or an interest therein. If the Association elects to exercise that first refusal option it shall give Registered Notice to the Owner informing him of that fact, and when such notice has been given a completed contract shall be deemed to exist between the Owner and the Association. Such contract shall be closed no sooner than thirty days from the giving of such notice to the Owner, regardless of the time periods provided in the bona fide contract, offer or agreement which is being matched by the Association.

Section 13.5. Gifts and Other Transfers.

(a) Notice to Association. Every record and/or beneficial Owner who has obtained title to or an interest in a Lot by gift, or by any other manner not exempt under Section 13.3 but not covered by Section 13.4 (a) above shall give to the Association Registered Notice of such acquisition of title or interest, his name and address, a true and executed copy of the instrument evidencing such Owner's title or interest, and such other information concerning the transaction and the parties as the Association may reasonably require.

(b) Time of Notice. The notice required above shall be given to the Association in writing within thirty days after an Owner obtains title to or an interest in a Lot by gift or other manner described in subparagraph (a) immediately above.

(c) Association has First Refusal Option as to Gifts and Other Transfers. For a period of

thirty days following its receipt of notice as described above and the subsequent determination of fair market value, the Association shall have a first refusal right and option to acquire such title to or interest in the Lot as was transferred, through purchase by the Association of such title or interest at its fair market value. If the parties cannot agree on the fair market value within ten days after the Association receives notice, it shall be determined by one appraiser selected and paid by the Association and a second appraiser selected and paid by the Owner. Such appraisers shall be appointed within an additional period of seven days, and shall make their decision as to fair market value within ten more days.

If either party fails or refuses to designate such an appraiser the fair market value shall be determined solely by the appraiser selected by the other party, with the decision being made within the same additional period of ten days. If the two appraisers cannot agree on the fair market value within these ten days they shall select immediately a third appraiser whose fee shall be divided between the Association and the Owner, and the decision as to fair market value shall be made by a majority vote of the three appraisers within an additional ten days. If the Association elects to exercise its first refusal option it shall give Registered Notice to the Owner of that fact and such notice shall be deemed to constitute a completed contract between the Owner and the Association in accordance with the provisions of this paragraph.

The closing date shall be thirty days from the giving of such notice and title shall be conveyed by good and sufficient deed of general warranty so as to convey merchantable title free and clear of all liens and encumbrances and rights excepting easements, restrictions and limitations of record, legal highways, zoning requirements, all provisions of the Founding Documents, and the installment of taxes and assessments becoming due and payable for the first time after the closing (which shall be pro-rated between the parties as of the date of closing) and all subsequent installments of taxes and assessments which shall be assumed by the Association. Possession shall be given at the date of closing and the purchase price shall be paid in cash at the closing. In all other respects not specifically mentioned in this Section, the provisions of the purchase agreement between the Association and the Owner shall be deemed to be identical to the language set forth in the standard Offer and Acceptance contract for sale of real estate form then prescribed by the Dayton Real Estate Board.

Section 13.6. Mortgagees. No Owner may mortgage any interest in his Lot without being subject to this right of first refusal except to a First Mortgagee as defined in Section 1.10 on page 4 of this Declaration.

Section 13.7. Failure of the Association to Exercise its Right of First Refusal with Regard to Sale, Lease or Rental. In the event the Association fails to exercise its right of first refusal as provided above with regard to any sale, lease or rental, the proposed transfer of title to or interest in a Lot may be completed in accordance with the exact terms of the contract, offer or other agreement or instrument, a true copy of which was delivered to the Association along with the notice referred to above. In such event, the Association shall be notified of the date, hour and place of closing not less than three days prior to said closing, for the purpose of enabling a representative of the Association to attend the closing. If any sale, lease, rental or transfer of an interest in or title to a Unit shall be made, or attempted to be made, under terms, conditions or price different from or in addition to the terms, conditions and price set forth in the true copy of the agreement delivered to the Association, no valid title or interest may be conveyed and the right of first refusal shall arise again and the Association shall have the right to match said new or different terms, conditions or price during the time periods and in the manner provided in this Chapter.

Section 13.8. Unauthorized and Invalid Transactions. Any sale, mortgage, lease, rental or other transfer referred to in this Chapter herein shall be unauthorized and void ab initio unless conducted pursuant to the terms of this Chapter and no such purported transfer of any interest in or to a Lot shall be valid or shall effectively convey or transfer such an interest unless made in accordance with the provisions of this Chapter.

Section 13.9. Recording of Certificate of Compliance. The Association shall upon demand and from time to time furnish to any Owner, Member, or other party having a bona fide interest in a Lot a certificate in writing signed by an officer of the Association stating on knowledge and belief whether or not the requirements of this Chapter have been complied with as to that Unit. Such a certificate shall be conclusive evidence as to all persons who rely thereon in good faith; shall contain a description of the Lot involved; shall be prepared and executed so as to fulfill the then existing requirements for recording; and shall be recorded in the miscellaneous or other appropriate records of the Recorder of Montgomery County, Ohio. The Association may impose a reasonable fee for the issuance and execution of each such certificate.

CHAPTER FOURTEEN

GENERAL CONDITIONS

Section 14.1. Notice to First Mortgagees of Violation. The First Mortgagee of any Lot shall be entitled, upon written request made to the Association, to receive written notice from the Association of any violation of the terms and provisions of this Declaration by the Owner of or residents on that Lot which violation is not cured within sixty days.

Section 14.2. Severability. The invalidation of part or all of anyone or more of the terms and conditions of this Declaration by judgment or court order shall in no way affect any of the remaining terms and provisions or parts thereof, all of which shall remain in full force and effect.

Section 14.3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of The Country Place as a single family residential development of the highest quality.

Section 14.4. Time Limits. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) any rule restricting restraints on alienation which continues for an indefinite time, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the last survivor of those descendants of Ronald Reagan, now President of the United States of America, and of Jimmy Carter, Gerald Ford and Richard Nixon, former Presidents of the United States of America, who are living at the time this Declaration was signed by the Developer.

Section 14.5. Costs of Enforcement. Any and all costs of enforcement proceedings by the Association under the provisions of this Declaration that are successful in whole or in part through arbitration or court action, and through preparation for either approach, including reasonable fees and expenses of arbitrators and of attorneys and court costs, shall constitute a Special Individual Lot Assessment against the Lot owned or occupied by the person or persons against whom such enforcement was successfully ordered, and this type of assessment shall constitute a form of the Special Individual Lot Assessment referred to in the Chapter of this Declaration dealing with assessments.

Section 14.6. Right of First Mortgagees to Examine Association Records. Every first mortgagee of a Lot shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice, and at the place where such documents are maintained by the Association.

Section 14.7. No Waiver or Estoppel. Failure by the Association, the Developer or by any Owner-Member to attempt to enforce any covenant, restriction, condition, obligation, easement, reservation, right, lien or other provision of this 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 14.8. Covenants Running with the Land. All of the language, statements, words, paragraphs and sections of this Declaration touch and concern the Property described in Exhibit A and shall be deemed to constitute covenants, conditions, restrictions or easements, as the case may be; and all said covenants, conditions, restrictions and easements shall be binding upon and inure to the benefit of all present and future parties having any right, title or interest in or to all or part of said Property, or occupying any part of this Property, and their respective heirs, executors, administrators, successors and assigns.

Section 14.9. Taking of Property by Eminent Domain. In the event all or part of the Common Area is sought to be appropriated or is threatened with damage in condemnation proceedings as a result of the exercise of a right of eminent domain, the Association shall have the power and authority to select, provide and pay for an attorney to represent the interests of the Association and its Members in such matters.

Section 14.10. No Liability for Developer. Neither the Developer nor its employees, agents, successors or assigns shall be liable for any claim whatsoever arising out of (or by reason of) any actions performed or decisions made pursuant to any authority granted or delegated or reserved to the Developer by or pursuant to this Declaration, or out of or by reason of any actions performed or decisions made in the capacity of Developer, or seller of any Lot whether or not such

claim (a) shall be asserted by any Owner, occupant of any Lot, the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to persons or damage to or loss of property wherever located and however caused; (c) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the previous enumeration includes all claims for (or arising by reason of) the Property or any part thereof becoming or being out of repair or by reason of any act or neglect of any Owner, occupant of any Lot, the Association, or their respective agents, employees, guests, and invitees, or by reason of any neighboring property or of personal property located on or about the Property, or by reason of the failure to function of, or disrepair of, or interruption of service of, any utility services including heat, air conditioning, electricity, gas, water, sewage, etc.

Section 14.11. Titles or Captions. The titles or captions of the various Chapters and Sections of this Declaration are not part of the context hereof and shall not be deemed to affect the construction or meaning of any portion of this Declaration, but are merely labels to assist in locating various terms and provisions.

Section 14.12. Limitation on Association Opposing Developer. As long as the Developer has the right or option to add part or all of the Additional Property to The Country Place, and also as long as the Developer membership exists, the Association must obtain 100% prior voted (or written consent) approval of all voting power of all Members if the Association seeks to use any part of its financial resources directly or indirectly to defray any costs of opposing the Developer's actions or non-actions as to adding part or all of the Additional Land, and Additional Lots created thereon, to The Country Place or as to attempts by the Developer to amend the Development Plan as permitted by this Declaration. Such matters may be the subjects of legal actions paid for by one or more Members in their individual capacities, but Association funds shall not be so used without the 100% prior approval or prior written consent referred to above. Further, the Association shall not have standing to act on such matters, within that time period, without such 100% approval or consent.

Section 14.13. Association to Furnish Copies of Declaration. One complete copy of the Declaration shall be furnished to each Owner and to each Builder by the Association. By virtue of the recording of the Declaration and its exhibits, of any Supplementary Declaration and its exhibits, and of any amendments to both forms of declaration, each Owner and Builder is charged with record notice of the contents of those documents and of the possibility of amendments thereto and of the possibility of Regulations being issued thereunder. Failure of the Association to provide a copy of these Documents to any Owner or Builder shall not in any way permit such Owner or Builder to breach or fail to comply with any requirement of those documents, nor affect adversely the right of the Association to enforce those documents.

Section 14.14. Commencement and Completion of Construction; Repurchase Option to Developer. Construction of the residential building to be situated on a Lot must commence within twelve months from and after the date of closing of the sale of that Lot from the Developer to the Builder (or to an Owner if the transaction is directly between the Developer and an Owner). That residential building and accessory improvements of the Lot, including but not limited to landscaping, must be completed (in accordance with the plans and specifications approved by the Architectural Review Board) within an additional twelve months.

Upon either of these requirements not being fulfilled, the Lot shall become subject immediately to an option to repurchase in favor of the Developer. Such option shall be exercised, if at all, by the Developer giving a written and signed Notice of Exercise in the form of a Registered Notice to the then title holder of the Lot within sixty days after the option came into existence.

The repurchase price shall be the price paid to the Developer by the most recent Builder (or Owner) to purchase that Lot from the Developer. Title shall be conveyed back to the Developer free and clear of all liens, restrictions and encumbrances except those to which the Lot was subject when conveyed originally to that Builder (or Owner), except those created by the Founding Documents as amended, and except the lien of any construction loan mortgage for improvements solely on that Lot and on no other property.

If the Developer repurchases a Lot against which a construction loan mortgage exists, the obligation under that construction loan shall be assumed (or paid and discharged) by the Developer or else the Developer shall simply take title to the Lot subject to the mortgage loan obligation and lien, at the option of the Developer.

The closing of the repurchase shall be held within twenty days after the Notice of Exercise has been given as a Registered Notice, on a date and at such place in Montgomery County, Ohio as may be specified by the Developer. At the closing the lot shall be conveyed back to the Developer in the manner described above. If no construction has been commenced toward the residential building or accessory improvements, the repurchase price shall be paid by the Developer at the closing. If, however, construction has commenced in the residential building or accessory improvements, the Developer shall not be obligated to pay the repurchase price at the closing, but instead shall execute and deliver at the closing its promissory note for the amount of the repurchase price, due and

payable at such time as the Lot (including any construction of a residential building and accessory improvement) is resold by the Developer, or due and payable at such time as any residence building on the Lot is occupied by any person(s) as a home site, whichever event occurs earlier.

At the closing of a repurchase by the Developer, the person or entity who holds title to the Lot shall be obligated to pay the expense of providing a deed of conveyance satisfactory in form and content to the Developer's title attorney, and shall be obligated to pay all conveyance fees and taxes in connection with the transfer of title back to the Developer, together with the expense of a title report and title opinion (or, in the alternative, title insurance) to and for the Developer. All these expenses shall be paid at the closing. Any remaining closing costs shall be divided equally between the parties and shall be paid at the closing.

Section 14.15. Sanctions and Penalties for Violations of Any Provision of the Founding Documents. The Trustees of the Association have authority to adopt Regulations applicable to The Country Place. Those Regulations may set and create such remedies, sanctions and penalties for violation of any provision of the Founding Documents as the Trustees deem necessary or appropriate. The sanctions and penalties may include, and need not be limited to, progressive fines to be enforced as Special Individual Lot Assessments in addition to any other sanctions and penalties contained in other portions of this Declaration.

Section 14.16. Amendment of Declaration. As provided earlier in this Declaration the Developer has reserved a right to amend the Development Plan and, in connection therewith, the right to amend this Declaration. In addition, amendment to this Declaration may also be made through either of the following two procedures:

(a) Upon the voted assent of two-thirds of the total voting power of all Members, counted together and not measured by each separate class, at a meeting where a Quorum of Members is present in person or by proxy for the purpose of considering and acting upon such amendments. Any amendment 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 Association who shall certify that such a vote occurred. The written amendments shall then be filed for record with the Recorder of Montgomery County, Ohio. There is no requirement that amendments adopted in this manner need be signed by the Members voting in favor thereof.

(b) Upon the written assent of those Members holding the same two-thirds of the total voting power of Members referred to above, without necessity of any meeting of the Members, through the action of Members holding that percentage of the voting power each signing and acknowledging a written amendment which is subsequently filed for record with said Recorder.

At any time and from time to time the original Declaration and all previously adopted amendments may be consolidated into an Amended Declaration which itself effects no revisions (other than revising page numbers, typographical errors, and adding a Table of Contents) but merely assembles all original and amended language of the Declaration into one complete document. Such a consolidation needs no percentage vote or percentage of written approval of Members, but may simply be signed, acknowledged and filed for record with said Recorder by either the Developer or by the Association itself.

IN WITNESS WHEREOF, this Declaration has been executed by the Developer, as the fee simple title holder of all of the real estate described in Exhibit A, by its duly authorized officer on the 27th day of May, 1982, to be binding upon and to inure to the benefit of itself as the owner of said real estate, its successors and assigns, and all future owners of any interest in said real estate.

Signed and Acknowledged
in the Presence of:

John E. Duckro, Inc.


Witness


Witness

By 
John E. Duckro, President

State of Ohio
County of Montgomery SS:

Before me, a notary public in and for said county and state, personally appeared the above-named John E. Duckro, Inc., an Ohio corporation by John E. Duckro, its President, who acknowledged that he did execute the foregoing Declaration for and on behalf of said Ohio corporation and by authority of its Board of Directors and that the same is the free act and deed of said corporation and of himself individually and as such officer for the uses and purposes therein mentioned, without the necessity of signature by any other corporate officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio, this 27th day of May, 1982.

Vicky A. Beck for Furrow
Notary Public

VICKY A. FURROW, Notary Public
In and for the State of Ohio
My Commission Expires MAY 21, 1984



WOOLPERT

RALPH L. WOOLPERT (1916-1970)
CHARLES ABRAMOVITZ
ROBERT F. ARCHDEACON
ROBERT L. BARNETT
MARK LAWNER
DALE L. FLAHERTY
JAMES A. HERMAN
WALLACE E. SMITH
CHARLES H. BLACK
PHILLIP N. SCHAEFFER

DONALD E. ERNST
ROY B. McQUILLAN
FRANCIS X. LEIGHTY
WILLIAM R. LOVE, JR.
ROBERT J. GEEDING
RICHARD L. SCHLEMMER
DONALD L. SUMMEY
WILLIAM L. FARNO
WILLIAM C. ARCHDEACON
JAMES H. BOGGS
PATRICK T. BRENNAN
H. W. WOODY CAUBLE
WILLIAM L. DENLINGER
DEAN C. EBERHARDT
LEO R. FLISCHEL
MICHAEL J. FOLEY
NORMAN E. GRICE
PAUL W. GRUNER
JAMES R. McCLURE
DONALD A. PESEK
WILLIAM J. SCHINDLER, JR.
SAVO SUJEPEVIC
GREGG H. TAYLOR
ELLIS G. WEST
FREDRICK H. ZEIDMAN

EXHIBIT A

May 26, 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. 72-489B05 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° 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° 37' 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° 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° 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° 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° 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° 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° 11' 48") East for one hundred seventeen and 55/100 (117.55) feet];

8.200-05

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 ($64^{\circ} 07' 28''$) 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 ($63^{\circ} 15' 45''$) 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 ($72^{\circ} 50' 15''$) East for one hundred fifty-five and 63/100 (155.63) feet];

thence South forty degrees fifty minutes forty-two seconds ($40^{\circ} 50' 42''$) West for one hundred eight and 58/100 (108.58) feet;

thence South thirty-eight degrees thirty-five minutes no seconds ($38^{\circ} 35' 00''$) East for two hundred and 00/100 (200.00) feet;

thence South seventy-nine degrees no minutes no seconds ($79^{\circ} 00' 00''$) East for one hundred seventeen and 79/100 (117.79) feet;

thence North sixty-six degrees twenty minutes no seconds ($66^{\circ} 20' 00''$) East for one hundred fifty-eight and 00/100 (158.00) feet;

thence South six degrees thirty minutes no seconds ($06^{\circ} 30' 00''$) West for one hundred eighty-two and 00/100 (182.00) feet;

thence South fifty-two degrees seventeen minutes no seconds ($52^{\circ} 17' 00''$) East for one hundred thirty-four and 00/100 (134.00) feet;

thence South thirty degrees ten minutes no seconds ($30^{\circ} 10' 00''$) West for one hundred eight and 00/100 (108.00) feet;

thence South twelve degrees twenty-one minutes no seconds ($12^{\circ} 21' 00''$) West for one hundred forty-five and 00/100 (145.00) feet;

thence South thirteen degrees fourteen minutes no seconds ($13^{\circ} 14' 00''$) East for one hundred thirty and 00/100 (130.00) feet;

thence South thirty-nine degrees eighteen minutes no seconds ($39^{\circ} 18' 00''$) 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 ($58^{\circ} 35' 00''$) 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 ($45^{\circ} 43' 00''$) 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 ($21^{\circ} 42' 56''$) 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 ($02^{\circ} 17' 08''$) West for forty-two and 00/100 (42.00) feet;

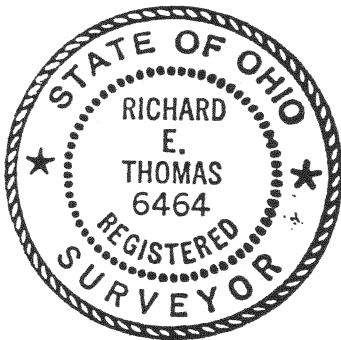
thence on a curve to the left with a radius of fifteen and 00/100 (15.00) feet for twenty-three and 56/100 (23.56) feet [long chord bearing South forty-two degrees forty-two minutes fifty-two seconds ($42^{\circ} 42' 52''$) East for twenty-one and 21/100 (21.21) feet] to a point in the proposed north 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 ($87^{\circ} 42' 52''$) 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 ($02^{\circ} 17' 08''$) 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

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