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Kind: PLAT  
Recorded: 09/14/2015 02:53:28 PM  
Fee Amt: \$538.40 Page 1 of 55  
Montgomery County, OH  
Willis E. Blackshear County Recorder  
File# 2015-00050401

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KARL L. KEITH  
AUDITOR

**DECLARATION OF**  
**COVENANTS CONDITIONS AND RESTRICTIONS FOR**  
**BROWNSTONES AT 2<sup>ND</sup> HOMEOWNER'S ASSOCIATION, INC.**

THIS INSTRUMENT PREPARED BY:  
DAVID H. MONTGOMERY, ESQ.  
PICKREL, SCHAEFFER & EBELING CO., L.P.A.  
2700 KETTERING TOWER  
40 NORTH MAIN STREET  
DAYTON, OHIO 45423

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, creating covenants, conditions and restrictions, is made on the date hereinafter set forth by SIMMS BROWNSTONES AT 2<sup>ND</sup>, LTD., an Ohio limited liability company, (hereinafter referred to as "Declarant"), under the circumstances summarized in the following Recitals which utilize capitalized terms as defined in Article I of this Declaration.

### **RECITALS**

A. Declarant is the owner of the Property and it is the desire and intent of the Declarant to develop and maintain the Property as a single family residential planned community consisting of Lots on which Dwelling Units are to be constructed, together with Common Element, for the use, enjoyment and benefit of the Owners.

B. Pursuant to Chapter 5312 of the Ohio Revised Code, being the Planned Community Act (the "Act") Declarant desires to establish a plan of covenants, conditions, restrictions, and private assessments to provide for the preservation of the values and amenities in the Property. To accomplish these ends, Declarant is making this Declaration and has formed the Association to own the Common Element and any amenities located therein and to enforce and administer the provisions hereof.

### **DECLARATIONS**

NOW, THEREFORE, Declarant hereby declares that all of the Property, and any Additional Property added to this plan shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and assessments, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, conditions, restrictions and assessments, unless otherwise specifically limited herein, shall run with the Property and any additions thereto, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and additions thereto, and shall inure to the benefit of each Owner.

### **ARTICLE I DEFINITIONS**

1.01 General. The following terms used herein are defined as hereinafter set forth. The singular wherever used shall be construed to mean the plural when applicable.

1.02 Additional Property shall mean real property adjoining the Property which the Declarant owns and/or has a right to acquire, and which, together with improvements thereon, may be added to the Property.

1.03 Amendment and/or Amendments shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any other Exhibits.

1.04 Annual Assessments shall mean those assessments allocated, levied and assessed against all Lots and Owners for the purpose of paying the Common Expenses.

1.05 Articles and Articles of Incorporation shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not for profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time. A copy of which is attached as Exhibit "C".

1.06 Association shall mean Brownstones at 2<sup>nd</sup> Homeowners' Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.07 Association Easements shall mean any easements granted to or reserved by the Association pursuant to the provisions of this Declaration or the Plat.

1.08 Builder shall mean any Person who has been conveyed a Lot for the purpose of constructing a Dwelling Unit and attendant improvements thereon.

1.09 By-Laws shall mean the By-Laws of the Association which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. A copy of which is attached as Exhibit "C".

1.10 Common Element shall mean that part of the Property which shall be conveyed to and owned by the Association for the common use, enjoyment, and benefit of the Association and shall include without limitation any detention or retention areas, any common parking areas and drive aisles, any area designated as "green space", and any amenities located in the Common Element, and to the extent applicable any Association Easements.

1.11 Common Expenses shall mean those costs and expenses set forth in Section 5.02 hereof.

1.12 Declarant shall mean Simms Brownstones at 2nd, Ltd. an Ohio limited liability company, and its respective successors and assigns.

1.13 Declaration shall mean this instrument and unless the context prohibits, any and all Amendments hereto.

1.14 Design Review Committee shall mean the committee created and established pursuant to Article XII for the purposes stated therein.

1.15 Design Standards shall mean the standards or criteria set forth in Exhibit "D" attached hereto and any amendments thereto.

1.16 Development Period shall mean a period of time seven (7) years from the date on which this Declaration is Recorded, or when the Declarant voluntarily relinquishes control of the Association, or when Declarant has sold all of the Lots to Owners, whichever first occurs.

1.17 Dwelling Unit shall mean a single family residential building or the portions of a building, and other improvements situated upon a Lot designed and intended for the use and occupancy by a person or persons as a residence, by a single household or family.

1.18 Eligible First Mortgagee shall mean any First Mortgagee who has provided the Association written notice of its right to receive notices or other information from the Association.

1.19 Exhibit shall mean any document or instrument attached to the Declaration.

1.20 First Mortgagee shall mean the holder of any valid Recorded mortgage on the Property.

1.21 Landscaping shall mean the landscaping installed by the Declarant and/or the Association on any Common Element or Landscaping Easement.

1.22 Landscaping Easement shall mean the Landscaping Easement depicted on any Plat and/or granted to the Association.

1.23 Limited Common Element shall mean a Common Element that the Declaration designates as reserved for the exclusive use of a Lot or Lots, to the exclusion of others.

1.24 Lot shall mean those parcels of the Property on which Dwelling Units are to be constructed or currently exist, and which are designated on the Plat and as set forth in Exhibit "A". For purposes hereof, the Common Element shall not be included in this definition.

1.25 Majority of Owners shall mean those Owners holding fifty one percent (51%) of the voting power of the Association.

1.26 Managing Agent shall mean a person or entity retained or employed by the Association to act as a manager or managing agent for the Association.

1.27 Member shall mean an Owner of one or more Lots who is subject to the Declaration.

1.28 Occupant shall mean any Person and their guests and invitees, who resides, either temporarily or permanently, in a Dwelling Unit.



1.29 Organizational Documents shall mean this Declaration, the Articles, the By-Laws, Rules and Regulations, and the Plat Restrictions, including any amendments thereto.

1.30 Owner shall mean the named person(s), as titled owner of any Lot on which Dwelling Units have been or are to be constructed and for purposes thereof shall include any Builder. A vendee, purchaser or tenant under a land contract, purchase contract or lease shall not be deemed an Owner, but shall be an Occupant.

1.31 Person shall mean a natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.

1.32 Plat shall mean a Recorded plat or subdivision of the Property pursuant to Chapter 711 of the Ohio Revised Code, and any amendments thereto.

1.33 Plat Restrictions shall mean any covenants, conditions or restrictions set forth in the Plat.

1.34 Property shall mean the real property subject to this Declaration as described in Section 2.01 hereof and on Exhibits "A" and "B" attached hereto and incorporated herein.

1.35 Quorum shall mean the presence in person or by proxy of a Majority of Owners.

1.36 Recorded shall mean the filing of a document or instrument with the Recorder of Montgomery County, Ohio.

1.37 Rules and Regulations shall mean those rules and regulations, as may be amended from time to time, adopted by the Board of Directors pursuant to the provisions set forth in the Declaration and By-Laws.

1.38 Special Individual Lot Assessment shall mean those assessments levied and assessed against a particular Owner pursuant to Section 5.13 hereof.

## ARTICLE II DESCRIPTION OF PROPERTY

2.01 General. The Property is described in Sections 2.02 and 2.03 and Exhibits "A" and "B" attached hereto and incorporated herein.

2.02 Dwelling Units. The Dwelling Units are to be or have been constructed on the following described real property with one (1) Dwelling Unit per Lot. A Dwelling Unit may be located within a single shell of a building, which building contains multiple Dwelling Units within its boundary.

SEE EXHIBIT "A" AND EXHIBIT "B" – EXCLUDING LOT 84815

2.03 Common Element. The Common Element shall consist of the following described real property and to the extent applicable any Association Easements whether or not depicted on the Plat:

SEE EXHIBIT "B" SITE PLAN AND PLAT

Lot 84815 (and improvements thereon – including without limitation, park area, pedestrian walkways off 2<sup>nd</sup> Street and Ford Street, screen walls); and entryway features.

2.04 Conveyance of Common Element. Declarant agrees that prior to the expiration of the Development Period it will convey the Common Element to the Association, free and clear of all liens and encumbrances, except real estate taxes not then due and payable, any general and special governmental assessments or other governmental charges, easements granted for public utilities, easements, restrictions, and covenants of record, or as set forth in the Organizational Documents, or easements for other public purposes consistent with the intended use of the Property under this Declaration. All improvements to the Common Element shall be fully installed, completed and operational at the time of such conveyance.

### ARTICLE III ASSOCIATION

3.01 Organization. The Association was formed as an Ohio not for profit corporation pursuant to the provisions of Chapters 1702 and 5312 of the Ohio Revised Code, by the filing of its Articles with the Secretary of the State of Ohio. On the date of its incorporation, the Association duly adopted a set of administrative operating rules called By-Laws. The Articles and By-Laws are attached hereto as Exhibit "C".

3.02 Membership. Each Owner upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from any ownership interest of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one Person is an Owner of a Lot, all such Persons shall be Members in proportionate share to their respective ownership interest. In no event shall a vendee, purchaser or tenant be deemed to have Membership to, or be deemed a Member of, the Association, until the Lot is titled in their name.

3.03 Voting Rights. Each Owner shall be entitled to the number of votes in the affairs of the Association that equals the number of Lots owned by that Owner. If such Lots are owned by more than one Person, each such Person shall have a fraction of a vote equal to his, her or its undivided interest in that Lot. Each Lot shall have its Owners, in the aggregate, equal to no more than one (1) collective vote.

3.04 Administration of Property. The administration of the Property shall be in accordance with the provisions of the Organizational Documents. Each Owner, tenant, invitee,

guest, or Occupant of a Lot shall, at all times, comply with the provisions of the Organizational Documents, and the decisions and resolutions of the Association or its designated representative.

3.05 Board of Directors. The Board of Directors, elected as provided by the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, and the Organizational Documents, except as otherwise specifically provided. In the event any such power, duty, or right shall be deemed exercisable or dischargeable by, or vested in a member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Organizational Documents.

3.06 Declarant's Rights. During the Development Period the powers, rights, duties and functions of the Association shall be exercised by a Board of Directors, the members of which shall be appointed and removed by Declarant in its sole discretion. Declarant reserves the right to relinquish such right to control at any time.

3.07 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility to a Managing Agent; subject to the limitations that:

(a) Any such delegation shall be by a written contract with a term of no longer than two (2) years in duration.

(b) That any such contract shall be terminable by either party, without cause, upon sixty (60) days prior written notice without any termination charges or other penalties.

3.08 First Meeting. The first meeting of the Association shall occur not later than the expiration of the Development Period.

#### ARTICLE IV EASEMENTS

4.01 Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration or servicing of any items, Lots, things or areas of, or on, the Property, including the removal, correction or abatement of any violation or breach of any attempted violation or breach of the covenants and restrictions herein.

4.02 Easement for Telephone, Utilities on Common Element and Lots. The Association may hereafter grant temporary or permanent easements, licenses on behalf of Owners to entities for telephone and utility purposes for the benefit of the Common Element and Property, and also the installation and maintenance of cable television, gas, water and/or electric utility

lines for the benefit of the Property and/or individual Lots. Each Owner grants to the other Owners whose Dwelling Unit is located within the same building, a temporary easement for utility repair of gas and electric lines that service another Dwelling Unit, but where all or part of said utility lines may be located within said granting Owner's Dwelling Units. **[Do we need?]** The Association may designate parking areas in the Common Element which are subject to a parking easement benefitting the Association as "Guest Only Parking", which may not be assigned to a specific Owner or Dwelling Unit. The preceding sentence does not impact the two (2) parking spaces. Each Lot shall have a garage located directly behind the Dwelling Unit.

4.03 Association Easements. The Owner of any Lot hereby grants, conveys and assigns to the Association, its agents and employees, and other Owners, an easement and right of way over and through his Lot and Dwelling Unit for the purpose of operating, maintaining, repairing and replacing the Common Element, including any amenities or improvements associated therewith, the entranceway feature, signage, fencing, lighting, lawn and landscaping installed or constructed by the Declarant and/or the Association for the benefit to the Association on his Lot whether or not within those specifically designated easement areas depicted on any Plat. Per either this Section or Section 4.02 hereof, any damage to the Common Elements, Lot, or Dwelling Unit due to the access granted in said Sections is the responsibility of the Owner or the Association that caused the damage. The party responsible for the damage shall promptly repair the same in a good and workmanlike manner, and if not repairable, such party shall be liable for the value of the damaged property as it existed immediately prior to that damage.

4.04 Service Easement. Declarant and each Owner hereby grants a nonexclusive easement to all law enforcement officers, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all other similar persons, and to local governmental authorities, but not to the public in general, to enter upon the Common Element in the performance of their duties.

4.05 Consent to Easements. Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, the Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant and/or the Association in this Article.

4.06 Easements Shall Run With Land. All easements and rights described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, and any Owner, purchaser, vendee, mortgagee and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.

**ARTICLE V**  
**ASSESSMENTS**

5.01 Creation of Lien and Personal Obligation of Assessments. For each Lot owned within the Property, Declarant hereby covenants, and each Owner, by acceptance of a deed therefor, whether it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (a) Annual Assessments; (b) Special Individual Lot Assessments; and (c) Enforcement Assessments, such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, reasonable attorney's fees, paralegal fees, and any other costs and/or expenses as permitted by law, incurred by the Association in the collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due.

5.02 Purpose of Annual Assessment. The Annual Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and the enforcement of these restrictions. The assessments shall include, without limitation, the following Common Expenses:

(a) Maintenance and repair of those items which have been assigned to the Association hereunder, including, but not limited to the Common Element areas, including any assigned outdoor parking space provided to an Owner via a license, or if the same is deemed a Limited Common Element on the Plat and any detention/retention facilities on the Property.

(b) Insurance premiums for insurance obtained by the Association, including property insurance on, and liability insurance pertaining to, the Common Element.

(c) Taxes and assessments (both general and special and including any payments in lieu of taxes) on the Common Element, if any.

(d) Costs for the operation, management and administration of the Association, including without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, premiums for directors and officers liability insurance, cost of mailing and postage.

(e) A general operating reserve to assure the availability of funds for the purposes hereunder.

5.03 Owner's Share of Annual Assessments. Each Owner's share of the Annual Assessment shall be equal to a fraction; the numerator of which is the total number of Lots owned by such Owner, and the denominator of which is the total number of all Lots on the Property, excluding any Lot that is designated Common Element or owned by the Association.

As Additional Property is subjected to this Declaration the denominator shall be increased by the number of Lots on such Additional Property at the time of filing an Amendment hereto adding such Additional Property.

5.04 Preparation of Estimated Budget. On or before December 1st of every year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements, unless such reserve is waived as provided in Section 5.06 hereof. On or before December 15th of each year, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures, plus any reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's share of the assessments to the next payment due from the Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's share of the assessments to the payment next due after rendering of the accounting.

5.05 Fiscal Year Option. In lieu of the calendar year format, the Board of Directors may elect to adopt a fiscal year. In such event, the requirement for the preparation of the estimated budget shall be the first day of the month immediately preceding the beginning of such fiscal year and notices of such estimate shall be forwarded on or before the fifteenth (15th) day of such month. In such event, assessments shall commence on the first (1st) day of the fiscal year and payments shall be adjusted accordingly.

5.06 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement of capital items in the normal course of operation, unless such reserve is waived by a Majority of the Owners. Any reserve waiver shall be valid for only the then current fiscal year or for the estimated budget set forth in Section 5.04, but any such waiver of a reserve shall be valid for no more than twelve (12) consecutive calendar months. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's share of the assessments. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective within ten (10) calendar days after the delivery or mailing, whichever is earlier, of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount as provided for herein.

5.07 Budget for First Year. When the first Board of Directors takes office after the turnover of the Association by Declarant, the Association shall determine the estimated cash

requirement, as hereinabove defined, for the period commencing thirty (30) calendar days after said election and ending on December 31st of the calendar year in which such election occurs.

5.08 Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs, assessments, and necessary reserves, as herein provided, whether the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment which occurs more than ten (10) calendar days after such new annual or adjusted estimate shall have been mailed or delivered.

5.09 Books and Records of the Association. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Elements and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Owners; records of the names and addresses of the Owners; and minutes of the proceedings of the Association and Board of Directors. Such books and records shall be open for inspection, or copying, subject to reasonable standards as outlined within the Organizational Documents or pertinent to the Rules and Regulations, by any Owner or any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. If by terms of a first mortgage an Owner has authorized such mortgagee to inspect such books and records, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such authorization shall constitute written authorization of such inspection. Upon ten (10) calendar days prior notice to the Board of Directors and upon payment of a reasonable fee, to be determined by the Board of Directors and applied to all Owners making such a request, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.10 Commencement of Assessments. Annual Assessments shall begin with respect to each Lot on the date on which the deed transferring title to such Lot from Declarant to an Owner is recorded. On such date, the amount payable shall be a pro-rated amount determined as of such date until the next payment date.

5.11 Payment of Assessments. Annual Assessments shall be payable in monthly installments commencing on the first (1st) day of each month or, on a quarterly, semiannual or annual basis as determined by the Board of Directors. The Association shall credit any payments received for an annual or special assessment in the following order: (1) to interest which has accrued and is due and owing; (2) to any late fee, administrative fee, or enforcement assessment, in the order listed; (3) to collection costs, court costs, attorney, and paralegal fees the Association incurred in collecting the amount; and (4) to the oldest principal amount the Owner owes to the Association for Common Expenses.

5.12 Declarant's and Builder's Obligations to Pay Assessments. Notwithstanding any provisions hereof, Declarant shall have no obligation to pay Annual Assessments for the Lots owned by it, except that Declarant will pay to the Association an amount equal to the difference between the actual operating expenses of the Association and the aggregate of the yearly assessments paid by the Owners, other than Declarant. Declarant's obligation to pay said deficiency shall cease when Declarant relinquishes control of the Board of Directors, at which time Declarant shall pay the yearly assessment for each Lot owned by it which either has been issued an occupancy certificate, or is being offered for sale or rent. Any Builder, unless such Builder is Declarant or Charles V. Simms Development Corporation, who owns a Lot shall be subject to the Annual Assessments for all Lots owned by it.

5.13 Special Individual Lot Assessment. Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense for or on account of any item of: (a) maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful, willful, or negligent act or omission of any Owner or Owners, including any Occupant of a Lot, an Owner's family, guest, or invitee, including, but not limited to, attorney's fees, court costs, and other expenses; (b) issue an Enforcement Assessment and Individual Lot Assessment for utility services, including expenses incurred by the Board in collecting said assessment; (c) costs associated with the enforcement of the Declaration and the Rules and Regulations, including, but not limited to, attorney's fees, court costs and other expenses or; (d) costs and charges permitted by the Declaration. Such cost or expense shall be borne by such Owner or Owners and not by the Association, and if paid by the Association shall be paid or reimbursed to the Association by such Owner or Owners as a Special Individual Lot Assessment. A Special Individual Lot Assessment shall be due upon receipt, by Owner. Prior to imposing a charge for damages or an Enforcement Assessment, the Board shall give written notice to Owner as provided for in Section 7.02 hereof.

5.14 Abandonment. In the event more than one Owner is responsible for any cost or expense as herein described, as determined by the Board of Directors or a court of competent jurisdiction, such cost or expense, including the Association attorney fees, court costs and other expenses, shall be borne equally by the respective Owners involved, jointly and severally, unless otherwise determined. No Owner may exempt himself from liability for his contribution toward the Common Expenses by the abandonment or surrender of his Lot.

## ARTICLE VI REMEDIES FOR NON PAYMENT OF ASSESSMENT

6.01 Late Charges. If any assessment is not paid within ten (10) calendar days after the same has become due, the Board of Directors, at its option and without demand or notice, may charge a late charge not to exceed Twenty and 00/100 Dollars (\$20.00) and compound interest on any unpaid balance, at the rate of twelve percent (12%) per annum. Said late charge shall accrue on a monthly basis until the unpaid balance is paid in full.



6.02 Lien of Association. The Association shall have a lien upon the estate or interest in any Lot or the thereof for the payment of the portion of the assessments chargeable against such Lot which remain unpaid for ten (10) calendar days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, or other designated representative of the Association is Recorded pursuant to authorization given by the Board of Directors. Such certificate shall contain a description of the Lot, the name or names of the record Owner(s) thereof and the amount of such unpaid portion of the assessments. Such lien shall be a continuing lien subject to subsequent adjustments, remain valid for a period of five (5) years from the date it is recorded, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court having jurisdiction in an action brought to discharge such lien as hereinafter provided.

6.03 Priority of Association's Lien. The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of First Mortgages which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner(s) of the Lot affected shall be required to pay a reasonable rental for such Lot during the pendency of such action to the Association, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. Any rental payment a receiver collects during a pending foreclosure shall first be applied to the payment of Common Expenses charged against the Lot during the foreclosure action per Section 5312.12 (c) of the Ohio Revised Code. In any such foreclosure action, the Association shall be entitled, but not required, to become a purchaser at the foreclosure sale.

6.04 Dispute as to Common Expenses. Any Owner who believes that the portion of assessments chargeable to his Lot for which a certificate of lien has been filed by the Association has been improperly charged against him or his Lot, may bring an action in the Court of Common Pleas for Montgomery County, Ohio for the discharge of such lien.

6.05 Non Liability of First Mortgagee for Past Due Assessments. When a First Mortgagee acquires title to a Lot as a result of a foreclosure of any lien, such First Mortgagee shall not be liable for the share of assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such First Mortgagee. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the Lots, and the respective Owners of the same, including that of such First Mortgagee.

6.06 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Lot for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Directors setting forth the

amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

**ARTICLE VII**  
**REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS, RULES AND REGULATIONS**

7.01 Abatement and Enjoinment. The violation of any provision of the Organizational Documents shall give the Board of Directors the right, in addition to the rights hereinafter set forth in this section to: (a) enter upon the Lot as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Organizational Documents, and in such event, the Board of Directors, or its agents, shall not be deemed guilty in any manner of trespass; and (b) in addition to any Owner, shall be entitled to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Such legal action may include a claim for damages and any and all court costs and reasonable attorney fees as provided for in Section 5312.13 of the Ohio Revised Code. The Board of Directors may impose an enforcement assessment, which shall be deemed a Special Individual Lot Assessment as set forth in Section 5.13 hereof.

7.02 Charges for Damages or Enforcement Assessment. Prior to imposing a charge for damages or an Enforcement Assessment, the Board of Directors shall give the subject Owner a written notice that includes all of the following: (1) Description of the property damage, or violation of the Organizational Documents; (2) the amount of the proposed charge or assessment; (3) notification to the Owner that he has a right to a hearing before the Board of Directors to contest the proposed charge or assessment; (4) a statement setting forth the necessary procedures for the Owner to request a hearing before the Board of Directors; and (5) a reasonable date by which the Owner must cure a continuing violation of the Organizational Documents to avoid the proposed charge or assessment, if such an opportunity to cure is applicable, as determined by the Board of Directors in its sole discretion.

(a) To request a hearing as set forth in this Section 7.02 as it relates to a charge for damages or an enforcement assessment, the Owner shall deliver a written notice to the Board of Directors not later than the tenth (10th) day after such Owner's receipt of the Board of Directors' notice described above. In the event the Owner fails to make a timely request for a hearing, the right to such hearing is forever waived, and the Board of Directors may immediately impose a charge for damages or an enforcement assessment pursuant to this Article. In the event an Owner requests a hearing, then at least seven (7) calendar days prior to the hearing, the Board of Directors shall provide the Owner with a written notice that includes the date, time, and location of the hearing. In the event an Owner's request for a hearing is timely received, the Board of Directors shall not levy a charge for damages or an enforcement assessment before holding such hearing. Within thirty (30) calendar days following the date of the hearing, the Board of Directors shall provide written notice to the Owner of its decision regarding the charge

for damages or enforcement assessment, and if applicable, such notice shall state such charge for damages or enforcement assessment as imposed by the Board of Directors. For purposes of this Section, any written notice shall be delivered to the Owner or any Occupant of the Dwelling Unit by personal delivery, certified mail/return receipt requested, or by regular mail. Mail service may be provided to the address of the Owner that is on record with the Association, or to the address of the subject Dwelling Unit.

(b) If fines for violations of the Organizational Documents are permitted by such Organizational Document, the levying of a fine shall not be subject to the provisions of this Section 7.02.

### **ARTICLE VIII RULES AND REGULATIONS**

8.01 General. The Board of Directors may, by majority vote, adopt reasonable Rules and Regulations and amend the same from time to time which the Board of Directors may deem advisable for the maintenance, conservation, protection and beautification of the Common Element and Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Such Rules and Regulations may include reasonable fines and penalties for violations of the Organizational Documents. Written notice of the Rules and Regulations will be forwarded to all Owners and copies thereof shall be available to all Owners, upon request.

8.02 Conflict. In the event of any conflict between the Rules and Regulations and the provisions of the Declaration, the provisions of the Declaration shall prevail and govern.

8.03 Dispute Resolution. In the event of any dispute between Members as to the application of these restrictions or any Rule or Regulation, the party aggrieved shall submit a complaint in writing to the Board of Directors and within ten (10) days of the Member's receipt of written notice from the Board of Directors of a violation, specifying the dispute. The Board of Directors shall set a time, date, and place for hearing thereon within twenty (20) calendar days thereafter, and give written notice to the party thereof no less than seven (7) calendar days in advance, and setting forth the date, time, and location of the hearing. The Board of Directors shall thereupon hear such evidence on the dispute as the board deems proper and render a written decision on the matter to each party within thirty (30) calendar days thereafter. No action of law may be instituted by the party to such dispute unless a dispute resolution hearing pursuant hereto has first been had. The aggrieved party shall be bound by the decision of the Board of Directors, as provided for herein, unless otherwise decided by a court of competent jurisdiction.

**ARTICLE IX**  
**MAINTENANCE**

9.01 General. Subject to the exceptions and provisions contained herein, the general allocation of maintenance, repair and replacement between the Association and the Owners are as follows:

(a) The Association shall maintain, repair and make all necessary replacements to the Common Element and any improvements thereon, including without limitation, interior drive aisles and parking areas, green space/park, walkways, snow and ice removal, mowing, weeding, and landscaping, concrete and brick pagers, repaving, restriping and exterior lighting, development related two (2) screen walls, and the four development columns and associated fencing and gates. Except as otherwise provided herein, the Association shall also be responsible for the maintenance, repair, and replacement of the exterior surface of any building in which a Dwelling Unit is located, including the roof, gutters, downspouts, exterior building surfaces and siding, but excluding any doors, garage doors, windows, door jambs, and door checks, all outdoor parking spaces assigned to a Dwelling Unit whether by license or deemed Limited Common Element, patios, decks, and porches, and any ground surface, paving, walls, or vegetations to the extent located on or as part of any Lot, except as otherwise set forth in this Declaration.

(b) An Owner shall maintain, repair and make all necessary replacements to his Dwelling Unit including interior walls in common with another Dwelling Unit and Lot, except as set forth in 9.01 (a). The Owner of each Lot shall furnish and be responsible for the following: all maintenance, repairs and replacements of any driveways and driveway aprons, shrubs, trees and other landscaping or any other improvements installed on his Lot, including utility lines serving the Dwelling Unit .

(c) Common Walls:

(1) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use; provided, however, that to the extent the need for such repair or maintenance is caused or results from acts or failure to act of the Owner, residents or invitees of only one (1) Dwelling Unit, whether or not there was negligence or a willful act, the Owner of such one (1) Lot shall be solely responsible for the cost of such repair and the maintenance.

(3) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use and such contribution shall be due when the reconstruction costs are due and payable. The obligation and enforcement of such contribution shall be without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions or under provisions of Section 2 of this Article.

(4) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall solely bear the whole cost of furnishing the necessary protection against such elements.

(5) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title to the Lot.

9.02 Failure to Maintain. To the event an Owner shall fail to maintain his Lot and improvements situated thereon, to such an extent that in the opinion of the Board of Directors the conditions require maintenance, repair or service for purposes of protecting the public safety or residents in, or visitors to, the Property, or in order to prevent or avoid damage to or destruction of any part, portion, or aspect of the value thereof, the Association shall have the right, upon approval of the majority of the Board of Directors, to enter upon that Lot and maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a Special Individual Lot Assessment, chargeable to the Lots they maintained, repaired or serviced.

## ARTICLE X LIABILITY AND OTHER INSURANCE

10.01 Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Directors, Owners, Members, and family members who reside at the Property, and their resident tenants, if any, at the Dwelling Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Element, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) per. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon.

10.02 Other Insurance. As a Common Expense, the Association shall obtain such insurance as the Board of Directors considers necessary, including without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition,

such fidelity bond coverage must equal one quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.

10.03 Notice of Cancellation or Substantial Changes. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a non-renewal of coverage at least fifteen (15) calendar days prior to such cancellation or non-renewal.

10.04 Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually by the Board of Directors or its designated agent.

10.05 Homeowner's Insurance. Each Owner shall purchase and maintain an individual policy of special form homeowner's insurance for a Dwelling Unit constructed on said Owner's Lot and provide evidence of such policy to the Association, as provided herein. Such insurance shall provide against loss or damage by fire, lightning and such perils as are typical for a homeowner's policy with no co-insurance penalty and in an amount not less than one hundred percent (100%) of the replacement value thereof. The policy shall also cover Owner's (and its permitted Occupants) liability toward third parties with a combined single limit of at least \$300,000 per policy year. Said policy shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than fifteen (15) days prior to any non-renewal or cancellation of such coverage to the Owner, Association, and any mortgagee or mortgagees of such Lot. In the event the Association shall receive notice of an intended cancellation or non-renewal of any such policy, then in such event, the Association shall have the right, but not the obligation, to advance premiums necessary to continue such coverage in effect. Any amounts so advanced by the Association shall constitute a special assessment to be paid by the Owner with interest at twelve percent (12%) per annum, until paid in full. The Association shall have a right to file a lien for any such advancement consistent with the provisions of this Declaration.

## ARTICLE XI AMENDMENT

11.01 General. Unless otherwise provided, this Declaration, including the attached By-Laws, may be amended only with the approval of Owners exercising not less than seventy-five percent (75%) of the voting power of the Association. Any such Amendment shall be in writing and effective on the date when it is Recorded. In no event shall this Declaration be amended whereby the Association surrenders, forfeits, or abandons its obligation for the maintenance, repair or replacement of the Common Element including, but not limited to any detention or retention areas and systems, or any amenities or improvements located in said Common Element. Notwithstanding the foregoing, any vote to terminate the applicability of this Declaration, and to dissolve the Association, requires the unanimous (100%) consent of all Owners.

11.02 Declarant's Rights. Notwithstanding the foregoing, Declarant hereby reserves the right and power, and each Member by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to a Lot and is irrevocable during the Development Period, to amend this Declaration and any Plat and to execute any and all documents deemed necessary or desirable by Declarant to conform to its present or future development plans, including without limitation the development of the Additional Property or a portion, to correct scrivener, typographical and drafting errors, and to conform to the requirements of any lending institution.

11.03 Right of First Refusal. Any Amendment attempting to or giving the Association or any Owners a right of first refusal on the sale, transfer or other disposition of a Lot shall contain a provision exempting such right of first refusal as to any Lot, the title of which is obtained by a First Mortgagee pursuant to remedies provided in the mortgage, or foreclosure of the mortgage, or a deed to such mortgage in lieu of foreclosure. Notwithstanding any provision hereof, this provision and the requirement herein cannot be amended without unanimous written consent of all Owners and First Mortgagees.

11.04 Amendment Affecting Declarant's Rights. Any Amendment affecting or attempting to affect the Declarant's rights in the Declaration must be consented to by the Declarant in writing prior to such Amendment taking effect. These rights include, without limitation, the right to control the Association, and the right to add Additional Property.

11.05 Mortgage or Mortgagee. Any Amendment which adversely affects the value, priority, or the security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F.N.M.A., if required by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

## ARTICLE XII ARCHITECTURAL CONTROL AND RESTRICTIONS

12.01 General. No building, or structure, either temporary or permanent, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on the Common Element, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the unanimous vote of the Board of Directors, or by a Design Review Committee ("DRC") composed of three (3) or more representatives appointed by the Board of Directors.

12.02 Design Review Committee. During the Development Period the rights, powers and functions of the Board of Trustees or its delegated committee as set forth in Section 8.01 shall be

exercised by Declarant or its representative. Declarant reserves the right to relinquish such right to the Board of Trustees at any time during the Development Period, at its sole discretion.

12.03 Specific Restrictions and Design Standards. Notwithstanding the foregoing, the restrictions and/or covenants set forth in the Design Standards shall apply to the improvements on the Property and any Lot as described therein.

### ARTICLE XIII ANNEXATION

13.01 Contemplated Annexation by Declarant. Declarant contemplates submitting the Additional Property if any, to the provisions of this Declaration so that the same will become in all respects part of the Property.

13.02 Reservation of Right to Annex Additional Property. Declarant hereby reserves the right at any time during the Development Period to take the action so contemplated in submitting the Additional Property and to develop thereon a maximum number of additional Lots equal to that permitted under applicable zoning ordinances so that the same will become, in all respects, part of the Property.

13.03 Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend this Declaration in the manner hereinafter provided in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as to include the Additional Property and the improvements constructed thereon as part of the Property.

13.04 Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the Owner of all Lots in the Property, and on behalf of all subsequent Owners, hereby consents and approves and each Owner and his mortgagee, by accepting a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, and all such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all, such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

13.05 Power of Attorney Coupled with an Interest. Each Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his attorney in fact, coupled with an interest for the purpose of adding the Additional Property to the Property, pursuant to the provisions of this Section. Such Owner authorizes such attorney to execute, acknowledge and record for and in his name an Amendment to this Declaration for the purpose of adding such Additional Property. Such mortgagee authorizes such attorney to execute, acknowledge and record for and in its name a consent to any such Amendment.



**ARTICLE XIV**  
**GENERAL**

14.01 Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, for a term of fifty (50) years from the date this Declaration is Recorded, after which time it shall automatically extend for successive periods of ten (10) years, unless amended as herein provided, and subject to the provisions of Article XI of this Declaration.

14.02 Enforcement. In addition to any other remedies provided in this Declaration, Declarant, the Association or any Member shall have the right to enforce, in a court of competent jurisdiction by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed by or through the Rules and Regulations and the Plat Restrictions. Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations, or attempt to terminate its operation without giving thirty (30) calendar days prior written notice to all Members and all Eligible First Mortgagees.

14.03 Notice to Mortgagees. Notwithstanding any other provisions hereof, the Association shall notify any Eligible First Mortgagee in writing of any default by the Owner of such Lot in performance of that Owner's obligations under the Organizational Documents which is not cured within thirty (30) calendar days.

14.04 Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.

14.05 Gender and Grammar. Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

14.06 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.

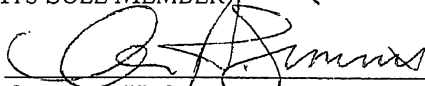
14.07 Compliance with Requirements. The Declaration and the plan of ownership created hereby, has been created and is existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

IN WITNESS WHEREOF, SIMMS BROWNSTONES AT 2ND, LTD., an Ohio limited liability has caused this instrument to be executed this 17<sup>th</sup> day of August 2015.

**DECLARANT:**

SIMMS BROWNSTONES AT 2ND LTD.,  
AN OHIO LIMITED LIABILITY COMPANY

BY: CHARLES V. SIMMS DEVELOPMENT CORPORATION,  
ITS SOLE MEMBER

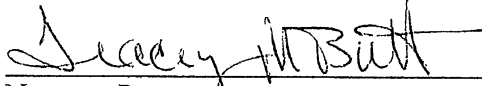
BY:   
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO                    }  
  } SS:  
COUNTY OF MONTGOMERY        }

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August 2015, by CHARLES H. SIMMS, PRESIDENT of CHARLES V. SIMMS DEVELOPMENT CORPORATION, sole member of SIMMS BROWNSTONES AT 2ND LTD., the Declarant, on behalf of the company.



TRACEY M. BUTT, Notary Public  
In and for the State of Ohio  
My Commission Expires March 5, 2019

  
NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**TRACT I**

Situated in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered Seven Hundred Thirty Two (732) of the revised and consecutive numbers of lots on the plat of the City of Dayton, Ohio.

Parcel Number: R72-00710-0006

**TRACT II**

Situated in the City of Dayton, County of Montgomery and State of Ohio and being Lots Numbered Seven Hundred Thirty Three (733) and Seven Hundred Thirty Four (734) of the revised and consecutive numbers of lots on the plat of the City of Dayton, Ohio.

Parcel Number: R72-00710-0005 and R72-00710-0004

**TRACT III**

Situated in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered Seven Hundred Thirty Five (735) of the revised and consecutive numbers of lots on the plat of the City of Dayton, Ohio and that part of Lot Numbered Seven Hundred Thirty Six (736) of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio, more particularly described as follows, to-wit:

Beginning at a point in the South line of said Lot Forty-Four (44) feet East of the Southwest corner of said Lot, running thence Northwardly parallel with the West line of said Lot Fifty-Six (56) feet; thence Eastwardly parallel with the South line of said Lot Five and One-Half (5 1/2) feet to the East line of said Lot; thence Southwardly along the East line of said Lot Fifty-Six (56) feet to the Southeast corner of said Lot; thence Westwardly along the South line of said lot Five and One-Half (5 1/2) feet to the Place of Beginning.

Parcel Number: R72-00710-0003

**Tract IV**

Situated in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered Seven Hundred Thirty Six (736) of the revised and consecutive numbers of lots on the plat of the City of Dayton, Ohio, bounded and described as follows:

Beginning at a point 50 feet North of the Southwest corner of said Lot Numbered 736, said point being in the West line of said Lot; thence North along the West line of said Lot 6 feet; thence East parallel with the South line of said Lot 44 feet; thence South parallel with the

West line of said Lot 6 feet; thence West parallel with the South line of said Lot 44 feet to the Place of Beginning.

Parcel Number: R72-00710-0029

**Tract V**

Situated in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered Seven Hundred Thirty Six (736) of the revised and consecutive numbers of lots on the plat of the City of Dayton, Ohio, bounded and described as follows:

Beginning at the Southwest corner of said Lot; thence North along the West line of said Lot 50 feet; thence East parallel with the South line of said Lot 44 feet; thence South parallel with the west line of said Lot 50 feet to the South line of said Lot; Thence West along the South line of said lot 44 feet to the Place of Beginning.

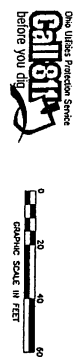
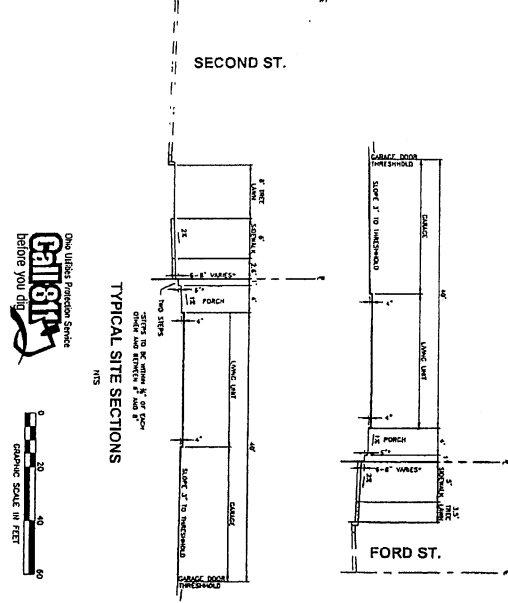
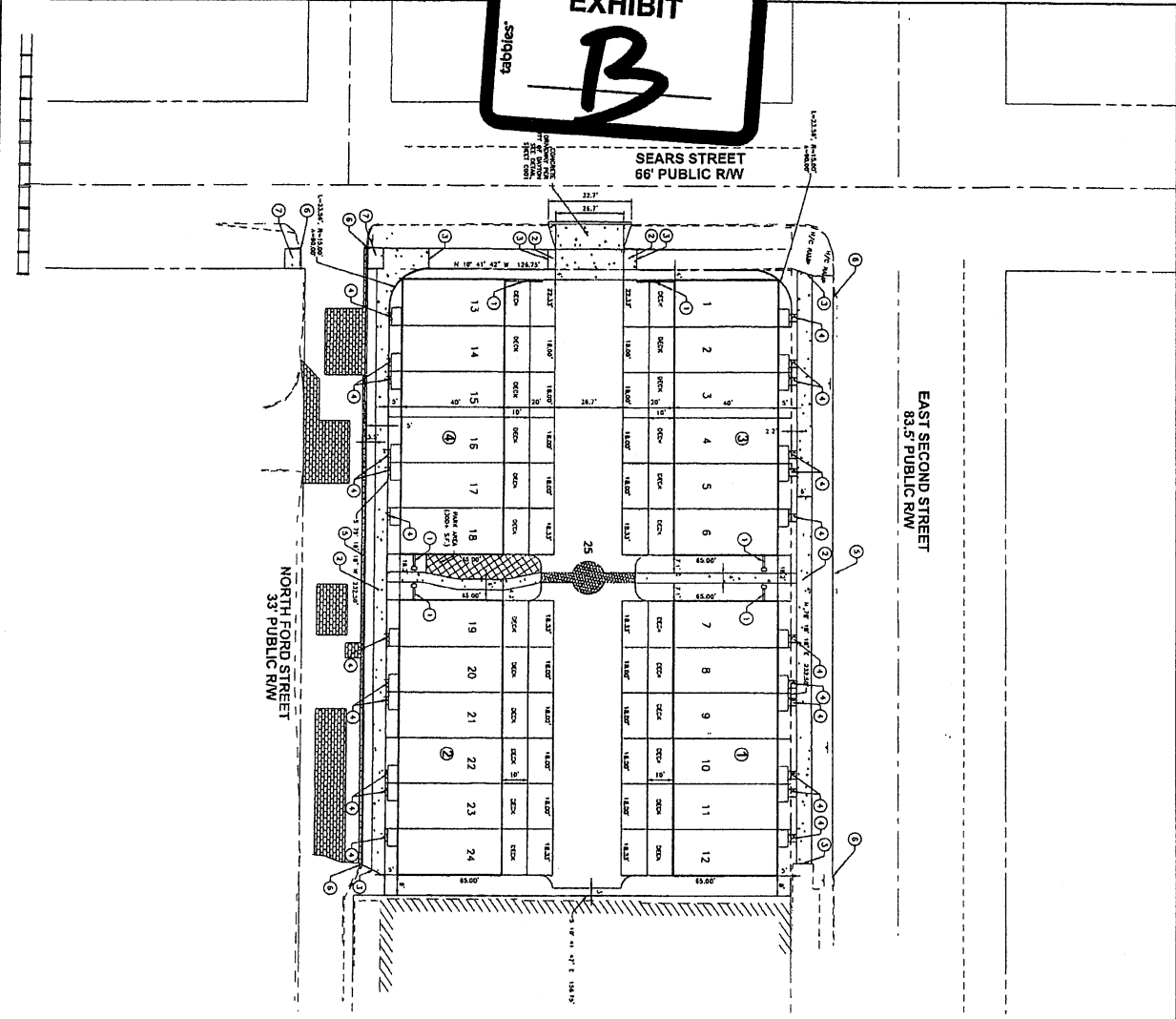
Parcel Number: R72-00710-0002

**Tract VI**

Situated in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered Seven Hundred Thirty Six (736) of the revised and consecutive numbers of lots on the plat of the City of Dayton, Ohio, excepting, however, Fifty-Six (56) feet taken by parallel lines off of the South end thereof.

Parcel Number: R72-00710-0001





- LEGEND**
- CONCRETE FOOTING/WALL
  - CONCRETE MASS
  - 4" x 8" FLOOR
  - CONCRETE FLOOR FINISH
  - CONCRETE SLAB, SEE DETAIL, SHEET C201
  - MAJOR DRIVEWAY AS SHOWN ON SHEET C201
  - CONCRETE WALK DRIVEWAY OR PORCH
  - CONCRETE CURB, SEE DETAIL, SHEET C201
  - MAJOR TO CURBWAY DRIVE
  - NEW PROPOSED DRIVE

- NOTES:**
1. ALL WORK IS 5' UNLESS OTHERWISE NOTED
  2. ALL EXISTING UTILITIES SHOWN FOR INFORMATION ONLY. REFER TO TYPICAL MECHANICAL, ELECTRICAL AND PLUMBING SCHEDULES FOR INFORMATION.
  3. ALL EXISTING UTILITIES SHALL BE RELOCATED WITH THE CONSTRUCTION.
  4. ALL CURBS ON EXISTING DRIVEWAYS OR SIDEWALKS SHALL BE RELOCATED WITH THE CONSTRUCTION.
  5. ALL DRIVEWAYS SHALL BE RELOCATED WITH THE CONSTRUCTION.
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  24. ALL DRIVEWAYS SHALL BE RELOCATED WITH THE CONSTRUCTION.
  25. ALL DRIVEWAYS SHALL BE RELOCATED WITH THE CONSTRUCTION.

<p><b>BROWNSTONES AT SECOND TOWNHOMES</b>                  CITY OF DAYTON                  MONTGOMERY COUNTY, OHIO  <b>SITE PLAN</b></p>	<p><b>WOOLPERT</b>                  4654 Ideo Center Blvd                  Dayton, OH 45420-1600                  937.461.6660                  FAX: 937.461.0743</p>	<p>PROJECT No: 75036</p>	<p>No. DATE</p>	<p>REVISION</p>
		<p>DATE 02-27-15</p> <p>DES. JWP</p> <p>DR. JWP</p> <p>CKD. JWP</p>	<p>3 04/20/15 ISSUED FOR CITY REVIEW</p> <p>2 04/13/15 RESPOND TO CITY COMMENTS</p> <p>1 04/06/15 RESPOND TO CITY COMMENTS</p>	

**EXHIBIT C**

**BY-LAWS**

**OF**

**BROWNSTONES AT 2ND HOMEOWNERS' ASSOCIATION, INC.**