

...CIAL INSTRUMENT (DEED)
Recorded: 01/18/2019 03:07:27 PM
Amount: \$540.00 Page 1 of 66
Montgomery County, OH
Brandon C. McClain County Recorder
File# 2019-00003407

2019 JAN 18 PM 2:50
HARL B. KEITH
AUDITOR

66

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SAVANNAH PLACE HOMEOWNERS' ASSOCIATION, INC.

over
This Instrument Prepared By:
David H. Montgomery, Esq. *BOX*
Pickrel, Schaeffer and Ebeling Co., LPA
2700 Kettering Tower
50 North Main Street
Dayton, Ohio 45423

2019 JAN 18 PM 2:50
HARL B. KEITH
AUDITOR

1

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAVANNAH PLACE**

THIS DECLARATION, creating covenants, conditions and restrictions, is made on the date hereinafter set forth by SIMMS SAVANNAH PLACE, 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, located in the City of Centerville, Montgomery County, Ohio, 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.

C. The Property is a part of the Yankee Trace development which is and will remain subject to a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements filed on December 15, 1994 in Deed Microfiche 94 0783A08 et seq. of the records of Montgomery County, Ohio, as previously amended or as the same shall be subsequently amended.

D. Declarant is establishing this plan and in doing so expressly recognizes the plan of covenants, conditions, restrictions and private assessments established by the Declaration for the Yankee Trace property (hereinafter the "Community Declaration") and all of the provisions created in regard thereto, including without limitation those related to design review procedures, general community standards, Yankee Trace assessments, and other regulations impressed upon the Property by Yankee Trace Development, Inc. or by the Yankee Trace Community Association, Inc. (the "Community Association") are hereby expressly incorporated into the provisions of this Declaration, and it is expressly recognized that all of the foregoing shall be binding upon all parties having or acquiring any right, title or interest in the Property, Lots, or any part thereof and additions thereto and shall inure to the benefit of each Owner or any part thereof. To these ends, Declarant is making this Declaration, and has caused to be formed an Ohio not-for-profit corporation named Savannah Place Homeowners' Association, Inc. (the "Association") to own such Common Elements as are not owned by the Community Association

and to enforce and administer the provisions hereof in conjunction with the provisions of the Community Declaration.

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, as well as those impressed upon the Property by the Community Declaration as currently or hereafter amended, 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, as set forth on Exhibit E, attached hereto and incorporated herein.

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 by the Association or the Community Association 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 Savannah Place 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 or the Community 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 the Community Association and shall include without limitation any detention or retention areas, any common parking areas and drive aisles, any area designated as "green space" or "Common Element", and any amenities located in the Common Element, and to the extent applicable any Association Easements, but only to the extent such Common Element is not to be owned by the Community Association.

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

1.12 Community Association shall mean and refer to the Yankee Trace Community Association, Inc. and its successors and assigns.

1.13 Community Declaration shall mean and refer to the Declaration filed in respect to the Yankee Trace Property at Deed Microfiche 94-0783A08 as currently or hereafter amended, all of the provisions of which are incorporated in this Declaration.

1.14 Declarant shall mean Simms Savannah Place, Ltd., an Ohio limited liability company, and its respective successors and assigns.

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

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

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

1.18 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 seventy-five (75%) percent of the Lots (both platted and approved) to Owners, whichever first occurs.

1.19 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.

1.20 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.

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

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

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

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

1.25 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.

1.26 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", each of which shall also be considered a "Lot" under the Community Declaration. For purposes hereof, the Common Element shall not be included in this definition.

1.27 Majority of Owners shall mean those Owners holding more than fifty percent (50%) of the voting power of the Association.

1.28 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.

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

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

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

1.32 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.

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

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

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

1.36 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.

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

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

1.39 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.

1.40 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 45

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 45 (and improvements thereon – including without limitation, park area, pedestrian walkways, 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 or the Community Association (as determined by the respective association which will be responsible for the administration of such Common Element), 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, or such as shall exist by reason of the Community Declaration. Improvements to the Common Element as is to be owned by the Association shall be fully installed, completed and operational at the time of such conveyance. Installation of improvements upon Common Element which is to be owned by the Community Association shall be made with the prior written approval of the Community Association.

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 any Lot is 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. Notwithstanding anything to the contrary in this Declaration, all votes cast shall be made as a single collective vote and not in fractional interests.

3.04 Administration of Property. The administration of the Property shall be in accordance with the provisions of the Community Declaration and all regulations created in regard thereto, and the Organizational Documents. Each Owner, tenant, invitee, guest, or Occupant of a Lot shall, at all times, comply with the provisions of the Community Declaration and the Organizational Documents, and the decisions and resolutions of the Community Association, the Association or their respective designated representative. Failure to comply with such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

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 one (1) year in duration, which may contain a renewal option of no more than one (1) year.

(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 and Community Association shall each 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 and Community Association to each 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 or 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.

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 as to perform any maintenance and repair obligations of the Association as required by the Declaration. 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 Association, Community Association, 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, the Community 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.

4.07 Easements for Construction. Declarant hereby reserves, for itself and any Builder a right and easement to enter upon the Common Element and to do all things necessary to commence and complete construction and to complete the development of the Property and any Additional Property which may be subjected hereto.

4.08 Tie In Easements. Declarant reserves the right and easement over, on, and under the Common Element and to any Lots, to use, tie into and extend all existing utility lines for purposes of serving Additional Property which may be submitted to this Declaration as hereinafter provided.

4.09 Water Easement. The Association shall have a right and easement to the exterior water taps or faucets of any Lot for the purpose of watering the Common Element landscaping; provided, however, that such use shall be reasonable and the Association shall reimburse the Owner of such Lot for any excessive use of water.

4.10 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Element which shall be appurtenant to and shall pass with the title to every Lot subject to:

(a) The right of the Association to suspend the voting rights and right to use the Common Element, other than for purposes of ingress, egress or parking, for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations after hearing by the Board of Directors pursuant to Article VIII hereof.

(2) The right of the Association or the Community Association to dedicate or transfer all or any part of the Common Element to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Except as otherwise stated to the contrary herein, following transfer of control of the Association to the Owners, no such dedication or transfer shall be effective unless an instrument signed by at least fifty-one (51%) percent of the Members, agreeing to such dedication or transfer has been recorded.

4.11 Delegation of Use. Any Owner's rights of enjoyment in and to the Common Element shall extend to the members of such Owner's family, tenants, or contract purchasers who reside on the Property subject however to the provisions of the Organizational Documents of the Association and the provisions of the Community Declaration and regulations created in regard thereto.

ARTICLE V
ASSESSMENTS

5.01 Creation of Lien and Personal Obligation of Assessments. In addition to provisions regarding the creation and obligation for the payment of assessments as established by the Community Declaration, 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, repair and replacement of those items which have been assigned to the Association in this Declaration, including, but not limited to: the Association's obligations under Section 9.01 hereof, the Common Element areas and improvements thereon, pavement, landscaping, lawns, structural walls, roofs and other common structures, 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, any detention/retention facilities on the Property; and for the acquisition of furnishings and equipment for the Common Element.

(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, and costs of mailing and postage.

(e) Water, sewer, electricity, telephone or any other utility service as may be provided to the Common Element or to any group of Lots by use of a common meter or meters. For clarification, when a Dwelling Unit has its own separate tap-ins for sewer and water, which is separately metered, the fees for those services will be the responsibility of the Owner.

(f) 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 Common Expenses, 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 and Common 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. Assessments shall be due and payable as set forth in Section 5.11 hereof.

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. Assessments shall be levied against the Owners during said period as provided in Sections 5.04 and 5.05 hereof.

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, subject to Section 5.12 hereof. On such date, the amount payable shall be a pro-rated amount determined as of such date until the next payment date. If any Additional Property is

included in the Property, pursuant to the annexation provisions of this Declaration, then the assessments for the Lots therein shall commence upon the conveyance of title to such Additional Property or Lots thereon by Declarant to an Owner, subject to Section 5.12 hereof.

5.11 Payment of Assessments. Annual Assessments shall be payable in monthly installments commencing on the first (1st) day of each month (default is monthly) 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, and except as otherwise required by the provisions of the Community Declaration, 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 Annual Assessment for each Dwelling Unit 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, including, but not limited to, attorney's fees, court costs, and other expenses 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; (b) issue an Enforcement Assessment or Individual Lot Assessment for utility services and other expenses (e.g. insurance, water, sewer), 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 Periodic Assessments. Notwithstanding any provision in this Article, the Board of Directors may, at its option, elect that certain expenses such as insurance, water and sewer be

paid by periodic assessments based on the billing date of such expenses or at other intervals. If the Board of Directors so elects, such expenses shall be separately stated in the budget specifying the amount and due date thereof.

5.15 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, or by voluntary or involuntary waiver of the use or enjoyment of the Common Element, or any parts thereof.

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. In addition to all rights which exist in favor of the Community Association in regard to the enforcement of Community Association assessments charged by reason of the Community Declaration and the administration of the Community 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 with the Montgomery County, Ohio Recorder's Office, 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. Such lien shall recognize the Association's right to recover interest and costs, including legal fees the Association incurs and including such as shall have accrued or accrue after the filing of a lien.

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, or per a deed in lieu of foreclosure, such First Mortgagee, its successors and assigns 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(s) of the Lot shall be jointly and severally liable with the grantor(s) 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 this Declaration 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) Unless otherwise provided for herein or by reason of the provisions of the Community Declaration and the administration of a Community Association, 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 pavers, repaving, restriping and exterior lighting, and monument signage. Moreover, 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 lawns, shrub, trees to the extent located on or as part of any Lot, except as otherwise set forth in this Declaration.

(b) An Owner, at its expense, 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 Section 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, lawns, shrubs, trees and other landscaping or any other improvements installed on his Lot, including utility lines and lateral lines for sewer and water serving the Dwelling Unit; and any patios or decks, patio area or deck area, bulb replacement for exterior lighting fixtures to his Lot, glass surfaces, doors, doorways, windows and window frames, driveway and sidewalk including but not limited to repair or replacement and snow removal on those areas. The Owner of each Lot shall furnish and be responsible for, at his expense, all maintenance, repairs, decorating and replacements within his Dwelling Unit, and interior walls, and all utility fixtures, devices or appurtenances exclusively serving a single Lot whether within or without the Dwelling Unit. The Owner shall be responsible for the maintenance, repair and replacement of and any and all other improvements on his Lot unless otherwise provided herein.

(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 (presumed to be equal unless evidence to the contrary); 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) Dwelling Unit 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.

(6) Arbitration. In the event of any dispute arising, concerning a party wall, or under the provisions of Section 9.01(c), each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The cost of arbitration and that of the arbitrators, is any, shall be divided equally amongst the Owners of the Dwelling Units involved in the dispute. For purposes hereof, Section 8.03 regarding dispute resolution shall not apply.

(d) The Community Association shall repair, maintain and replace those areas designated as the entrance to the development with landscape mounds, monument and decorative signage and associated lighting, as marked and identified on Exhibit B. The Community Association's obligation to assist in the repair, maintenance and replacement of Common Element is limited to the foregoing.

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.

9.03 Exterior Surfaces. Any exterior maintenance, repair or replacements to be performed by the Owner hereunder shall be subject to the prior approval of the Board of Directors, or its delegated committee and by the Yankee Trace Community Association Design Review Committee as required. Any exterior maintenance, repair or replacements to be performed by the Owner hereunder shall require that upon completion the Dwelling Unit shall be restored to a condition and appearance as the same existed when the unit was first constructed. The Board of Directors may adopt guidelines or other criteria setting forth standards for such maintenance, repair or replacement. Pursuant to such standards the Board of Directors, or its committee, may require that only certain types and/or manufacturers be used for replacements to the exterior surfaces in order to assure similarity and conformity.

9.04 Detention and Retention Ponds. The Association shall maintain and repair any detention and retention ponds and related facilities included upon property submitted to the Property. In the event that the need for maintenance of any part of a detention or retention ponds and related facilities is caused by the negligent or intentional act of any Lot Owner or Occupant, their guests or invitees, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a Special Individual Lot Assessment on the Lot owned by

such Owner. The determination that the need for such maintenance and repair has been so caused, shall be made by the Board.

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 caused by the Association, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. 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 if caused by the Owner, its invitees or guests of such Lot or Dwelling Unit.

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. Upon the termination, or the relinquishment by Declarant, of its right to control the Association, the Association shall have the right to terminate and cancel any insurance obtained by the Declarant upon first obtaining replacement insurance. Any policy procured by the Association, when Declarant is in control, shall contain a provision recognizing such right.

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 permitted Occupants) liability toward third parties with a combined single limit of at least Five

Hundred Thousand and xx/100 Dollars (\$500,000.00) 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.

10.06 Fire and Extended Coverage Insurance. The Association, at the Board's discretion, may obtain and maintain for the benefit of the Association, all Owners and First Mortgagees insurance on all improvements constructed on the Common Element, against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage" with no coinsurance and in an amount not less than one hundred percent (100%) of the replacement value thereof. In the event such policy contains coinsurance provisions, such policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the Association. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. The policy to be maintained by the Association shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Owner, member of such Owner's family, or Occupant(s) of the Property for recovery against anyone of them for any loss occurring to the insured Property resulting from any of the perils insured against under such insurance policy, provided such waiver of subrogation shall not invalidate any other insurance in force with respect to the Property.

- (a) If the Association elects to obtain the above described insurance and if the insurance coverage to be maintained by the Association under this Section 10.06 ceases to exist for any reason whatsoever (excepting the Board's determination to cancel or not renew such insurance coverage), any mortgagee of any portion of the Property may remedy that lack of insurance by purchasing policies to supply the insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a Special Lot Assessment against all Owners and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

10.07 Sufficient Insurance. In the event that the improvements on the Common Element, the Dwelling Units constructed on the Lots within the Property, or any Dwelling Unit constructed on a Lot within the Property, shall suffer damage or destruction from any cause or

peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association or the Owner affected by such damage, and the insurance proceeds shall be applied by the Association or the Owner, affected by such damage, in payment therefor; provided, however, that in the event within thirty (30) days after such damage or destruction, the Association or the Owners affected by such damage, if they are entitled to do so pursuant to Section 10.09 shall elect to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken

10.08 Insufficient Insurance: No Insurance. In the event that the improvements on the Common Element, the Dwelling Units constructed on the Lots within the Property, or any Dwelling Unit constructed on a Lot within the Property, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction thereof, unless the Owners affected by such damage shall within ninety (90) days after such damage or destruction, as they are entitled to do so pursuant to Section 10.09, elect not to repair or restore the Property, such repair, restoration or reconstruction of the Dwelling Units so damaged or destroyed shall be undertaken by the Association at the expense of all the Owners of Lots in the same proportions in which they shall share in the Annual Assessments. Should any Owner refuse or fail after reasonable notice to pay such Owners share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

10.09 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Dwelling Units constructed on the Lots within the Property, the Owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Property shall be subject to an action for sale as upon partition at the suit of any Owners. In the event of any such sale or sales of the Property after such election by agreement of all owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Owners in proportion to their share of the Annual Assessments. No Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Lot have been paid, released or discharged.

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 with the Montgomery County, Ohio Recorder's office. 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 consent of at least two thirds (2/3) of all Owners. During the Development Period, or until such time as Declarant turns the Association over to the Owners, the Declarant shall have an unconditional right to veto any proposed amendments notwithstanding the fact that seventy-five percent (75%) or more of the voting power of the entire membership has voted to approve such amendment.

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 thereof, 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. In addition to approvals required by the Design Committee under the Community Declaration and such as shall be required by the City of Centerville, Ohio, (including obtaining any City permits) 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 Property, 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 an Design Review Committee ("DRC") composed of three (3) or more representatives appointed by the Board of Directors. In the event said Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Section 12.01 will be deemed to have been fully complied with. It is understood that in all events the architectural controls called for by this provision are in supplementation to and not in substitution for those required by the Community Declaration, the Community Association, or the design review guidelines or community standards created in furtherance of any of the foregoing or such as shall be impressed upon the Property by the City of Centerville, Ohio. It is expressly recognized that the automatic approval provision set out above shall not apply to the need for approvals required by the Community Declaration.

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 Sections 8.01 and 12.01 shall be exercised by Declarant or its representative. Declarant reserves the right to relinquish such right to the Board of Directors 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, who is the fee simple owner, or has rights to acquire the Additional Property, contemplates submitting, in whole or in part, 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, and reserving certain portions of it for green space, open areas, easements, parking and other recreational lands and facilities, so that the same will become, in all respects, part of the Property. The Dwelling Units for the Additional Property are contemplated to be substantially the same type, character, quality, style and size as those constructed on the Lots submitted to the provisions of this Declaration, provided however that subject to such restrictions as are impressed upon the Property or any Property proposed for annexation by the Community Declaration, the Community Association, the Design Review Committee or community standards or such as shall exist by reason of the requirements of the City of Centerville, Ohio, changes in architectural styles, exteriors or elevations shall not be precluded.

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 13, 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 Article 13. 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 and consent to any such Amendment.

ARTICLE XIV USE RESTRICTIONS

14.01 Use Restrictions. The following restrictions shall be in supplementation to and not in substitution for such as shall be provided for by the Community Declaration. In the event that there is a conflict between any restriction which follows and such as have been impressed upon

the Property by the Community Declaration, the provisions of the Community Declaration and regulations created thereunder shall control.

(a) Use. The Property shall be used for residential purposes and for no other purpose except for purposes reserved to Declarant herein and except as herein specifically provided otherwise. It shall be expressly permissible for Declarant to maintain during the period of its sale of Lots or Dwelling Units, upon those portions of the Property as it deems desirable, those facilities it deems reasonably required, convenient or incidental to the construction and sale of Lots or Dwelling Units, and improvements thereof including, without limiting the generality of the foregoing, a sales office, storage area, models, and parking areas.

(b) Rental and Leasing. No Lot or any Dwelling Unit thereon shall be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than twelve (12) consecutive months (1 year); (b) any rental if the occupants of the Dwelling Unit are provided customary hotel, services such as room service for food and beverage, maid service, and furnishing of laundry and linen services; or (c) rental to roomers or boards, that is, rental to one (1) or more Persons of a portion of a Dwelling Unit only. No lease may be for less than an entire Lot. Any lease agreement shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Community Declaration, and shall provide that the failure by the lessee to comply with the terms of this Declaration, the Community Declaration or any Rules or Regulations promulgated under either shall be a default under the lease. Whether or not such provisions are included in a lease of a Lot, any tenancy of a Lot shall be subject to termination for a violation of any covenant, condition and restriction contained in this Declaration or the Community Declaration, all as lawfully amended from time to time. The Owner of any Lot shall provide the Association with a copy of any lease or rental agreement entered into for the lease or rental of any Dwelling Unit, prior to the commencement of such lease or rental term. No terms or conditions contained herein shall release or relieve the Lot Owner from any duties, responsibilities or obligations of such Lot Owner because of the occupancy of such Owner's Lot by a third party. The purpose of this section is to help maintain the aesthetic quality and owner-occupied residential nature of the planned community, in accordance with its master design and common development plan.

(c) Exterior of Dwelling Unit and Lots. Nothing shall be permitted to be hung, displayed or stored on the outside of windows or placed on the outside walls of a Dwelling Unit or on the exterior walls of patios, or otherwise outside of a Dwelling Unit or any part thereof, except in enclosed patios, and no sign, awning, canopy, shutter, radio or television antenna or any other device or ornament shall be affixed to or placed upon the exterior walls, roof or the exterior patio walls, or otherwise on the Lot area visible to the public, other than originally provided by Declarant or as authorized by the Board of Directors, or its committee as hereinbefore provided.

(d) Common Element. No part of the Common Element shall be used by anyone other than the Association for the storage or maintenance of any signs, goods, machinery, material or other item or device, nor shall clothes, sheets, blankets, laundry or other articles of

any kind be hung out or exposed on any part thereof visible from the outside, nor shall there be playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Area, except in accordance with rules and regulations therefor adopted from time to time by the Board of Directors. There shall be no gardens either ground level or in elevated planting beds within the Common Element. In addition, no use shall be made of the driveway areas that would prohibit and unimpeded ingress and egress by an Owner and such Owner's motor vehicles to and from such Owner's garage and the drives of the Common Element, if any.

(e) Vehicles. The parking of motor vehicles on the Common Element shall be subject to such Rules and Regulations as the Board of Directors may from time to time establish, which may include the assignment of exclusive parking spaces to each Owner. No boats, trailers, trucks or other like vehicles shall be permitted to park on the Common Element or visible part of any Lot, nor shall mechanical work on vehicles be permitted thereon, except in an enclosed garage. For purposes hereof "truck" shall mean any motor vehicle that equals or exceeds one (1) ton (2,000 pounds) gross vehicular weight or which contains graphic details (wraps, logos, stencil, removable or permanent signage, banners displaying any business information), used for business or other commercial operation. The term "truck" shall not include a pick-up truck with a gross vehicular weight equal to, or less than, one-fourth (1/4) ton (500 pounds) and used exclusively as a personal vehicle.

(f) Nuisances. No noxious or offensive activity shall be carried on or upon any Lot or Dwelling Unit or the Common Element nor shall anything be done thereon which may in any way or for any purpose endanger the health or unreasonably disturb the occupant of a Dwelling Unit or interfere with the full use of a Dwelling Unit.

(g) Structural Integrity. Nothing shall be done on any Lot or in, on or to the Common Element which will impair or change the structural integrity of any improvement located thereon.

(h) Temporary Structures. Other than residential Dwelling Units constructed following required approvals, no structure of a temporary or permanent character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot or on the Common Element at any time as a residence either temporarily or permanently.

(i) Signs. No sign of any kind shall be displayed to the public view on, or from, the Property, except signs used by Declarant to advertise Lots for sale during the construction and sales period, and professional signs including those for an Owner to advertise his Lot for sale, all for the foregoing as limited by Rules and Regulations adopted by the Board of Directors.

(j) Animals. Except as hereinafter provided, no animals, livestock, birds, fowl, or poultry of any kind shall be raised, bred or kept on any Lot or the Common Element. Notwithstanding the foregoing, household domestic pets, not in excess of the total of three (3), not bred or maintained for commercial purposes, may be maintained on a Lot, provided that (1) no such animal(s) shall be permitted in any portion of the Common Element, except when on a

handheld leash controlled by a responsible person; no animal shall be attached to a chain or tether secured to a stake, building or other structure and left unattended, (2) the permitting of attended leashed animals on the Common Element shall be subject to such Rules and Regulations as the Board of Directors may from time to time establish, and (3) the right of an Owner to maintain an animal or animals on a Lot shall be subject to termination if the Board of Directors, in its full and complete discretion, determines that the maintenance or actions of the animal constitutes a nuisance. All animal waste and biproduct shall be immediately cleaned up and properly disposed of by the owner of the Animal or of the Lot on which the animal is located.

(k) Garbage and Refuse Disposal. No Lot or the Common Element shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(l) Water Supply. No individual water supply system shall be permitted on any Lot.

(m) Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

(n) Building Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) No Flags. Except for the American Flag (Flag of the United States of America) in a size not to exceed 24 inches in height by 36 inches in length, no flags are allowed to be displayed on the Property at any time, whether pole mounted, wall mounted, temporary or permanent in nature. The American Flag may be displayed based upon the Rules and Regulations established by the Board of Directors from time to time, or otherwise in conformance with the patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States; or the recommended flagpole standards set forth in "Our Flag" published pursuant to S.C.R. 61 of the 105th Congress, 1st Session, (1998); or pursuant to any federal law, proclamation of the president of the United States, governor of Ohio, Ohio Revised Code or local ordinance or resolution.

**ARTICLE XV
CONDEMNATION**

15.01 Condemnation. In the event that by reason of the exercise by appropriate public authority of the right of eminent domain any portion of the Common Element is appropriated, the net proceeds received therefrom shall be prorated and distributed among the Owners in the same proportions as their share of the annual assessments are charged, subject to the right of any holder of the first mortgage to the portion of the proceeds applicable to the Lot mortgaged to such mortgagee.

**ARTICLE XVI
COMMUNITY DECLARATION**

16.01 Community Declaration / General. As set out above, the provisions of the Community Declaration relating to Yankee Trace property as the same has been amended over time are expressly incorporated into the provisions of this Declaration and shall be binding upon and inure to the benefit of all parties having any right, title or interest in and to all or any part of the Property and each Owner by accepting an interest in such Property agrees to compliance with the provisions of the Community Declaration and regulations in effect in furtherance of its provisions and purposes. As indicated elsewhere in this Declaration, the delineation of some provisions of the Community Declaration is in no event intended to suggest that less than all such provisions are incorporated into this Declaration. As previously indicated the provisions of this Declaration are in supplementation to and not in substitution for the provisions of the Community Declaration, the Community Association and standards impressed upon the Property by any of the foregoing or by reason of design review standards, community standards, or requirements of the City of Centerville, Ohio.

16.01 Community Association Membership. The Community Declaration provides for association membership at Article 3 and the provisions of the same are incorporated herein. It is expressly recognized that each Owner shall be a member of the Community Association as well as the Association.

16.02 Community Association Assessments. The Community Declaration provides for community assessments at Article 4 and the provisions of the same are incorporated herein. It is expressly recognized that in no event shall Declarant be constituted as the party obligated for the payment of Community Association assessments assigned to a Lot by reason of the provisions of the Community Declaration as amended, except as an Owner of a Lot. Declarant shall not however be deemed a guarantor of the obligation of Members of the Association for the collection of Community Association assessments assigned to such members otherwise. Accordingly, should Declarant at any time remit any amount to the Community Association to discharge an assessment which is the obligation of an Owner by reason of ownership of a Lot in the Savannah Place development, then Declarant shall have the right to recover from any such delinquent Owner for amounts advanced including compound interest at the rate of ten percent (10%) per annum and all costs of the enforcement of the collection of such debt including

without limitation legal fees incurred in the pursuit of any and all remedies in furtherance thereof. Each Owner expressly acknowledges that liability for assessments extends to those as are generated by the Community Association for all property which forms a part of the Yankee Trace property as well as assessments for the efficient administration of Property included within the Savannah Place development.

16.03 Design Review. The provisions of Article 7 of the Community Declaration are expressly incorporated herein by reference. It is expressly recognized that the Design Review Committee shall be responsible for house and building plans, siding, color schemes, lot grading and landscaping for initial improvements and also for any future improvements or alterations following initial construction. In addition to such requirements as are impressed upon the property by the Community Declaration and the Design Review Committee in place in regard thereto, the Property submitted as any part of the Savannah Place development shall be in conformance with approved plans and in conformance with final plans as approved by the City of Centerville, Ohio.

16.04 Use Restrictions. The provisions of the Community Declaration regarding use restrictions appear at Article 8 thereof and are incorporated herein. As indicated elsewhere in this Declaration, in the case of a conflict the provisions of the Community Declaration and this Declaration in that regard the provisions of the Community Declaration shall control.

16.05 Conflicts Between Declaration and Community Declaration. As indicated at the outset of this provision, the delineation of this Declaration of certain specific provisions included in the Community Declaration is not intended to suggest nor shall it be deemed to mean the other provisions of the Community Declaration are not also incorporated herein and each and every person who owns a Lot acknowledges that all of such provisions of the Community Declaration as the same has been amended from time to time, together with the regulations impressed by such Community Declaration in the form of Association By-Laws and regulations including such as exist by reason of the Design Review Committee and community standards as well as such as are impressed by the City of Centerville, Ohio shall bind each and every Owner of a Lot within the development known as Savannah Place. Except as otherwise provided herein, in the event of any conflict between this Declaration and Community Declaration, this Declaration shall control. Any conflict between this Declaration and the Association's By-Laws, the By-Laws shall control.

ARTICLE XVII GENERAL

17.01 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.

17.02 Enforcement. In addition to any other remedies provided in this Declaration, Declarant, its successors and assigns, the Association, the Community 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.

17.03 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; provided, however that the failure of the Association to notify a mortgagee of any such default shall not act as a waiver of any right on the Association to proceed upon an Owner for such default.

17.04 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.

17.05 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, 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.

17.06 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration, or if expressly stated to the Community Declaration.

17.07 Compliance with Requirements. The Declaration and the plan of ownership, recognized as a planned development, 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.

17.08 Partition. There shall be no judicial partition of the Common Element, nor shall any Owner or any Person (excepting Declarant) who acquired any interest in the Property or any

part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

17.09 Taxes, Assessments and Charges. The First Mortgagee of any Lot, either singly or jointly with other holders of first mortgages on any Lot, at its or their option may pay taxes, real estate assessments or other charges which are in default and which may or have become a charge against the Common Element. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate on any note secured by the mortgagee's mortgage against a portion of the Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a Special Lot Assessment against all Owners and shall not require a vote of the Members of the Association, anything to the contrary in the Declaration notwithstanding.

IN WITNESS WHEREOF, SIMMS SAVANNAH PLACE, LTD., an Ohio limited liability has caused this instrument to be executed this 16th day of January, 2019.

DECLARANT:

SIMMS SAVANNAH PLACE, 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 16 day of January, 2019, by CHARLES H. SIMMS, PRESIDENT of CHARLES V. SIMMS DEVELOPMENT CORPORATION, sole member of SIMMS SAVANNAH PLACE, 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

Tracey M. Butt

NOTARY PUBLIC

This Instrument Prepared By: David H, Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Kettering Tower, 40 North Main Street, Dayton, Ohio

EXHIBIT "A"
LEGAL DESCRIPTION

LOCATED IN SECTION 5, TOWN 2, RANGE 5 M.R.S, CITY OF CENTERVILLE, MONTGOMERY COUNTY, STATE OF OHIO, AND BEING ALL OF LOT NUMBER 2 OF THE GRACEWORKS ASSISTED LIVING SITE, AS RECORDED IN PLAT BOOK 227, PAGES 51 AND 51A OF THE PLAT RECORDS OF SAID COUNTY, CONTAINING 14.0688 ACRES, MORE OR LESS.

PARCEL NO. 088 01118 0115

EXHIBIT

B

DSS-11-16-113002

THE UNDERSIGNED, BEING ALL THE OWNERS AND PROPRIETORS OF THE LAND HEREIN SHOWN, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THE SAME IS THE PROPERTY OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO.

SAND SAVANNAH PLACE, LLC
BY: [Signature]

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Centerville, Ohio, this 26th day of October, 2018.

WITNESSES:
[Signatures]

WITNESSES:
[Signatures]

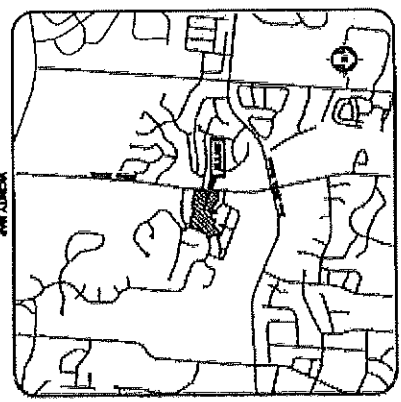
STATE OF OHIO
COUNTY OF MONTGOMERY
I, [Name], Mayor of the City of Centerville, Ohio, do hereby certify that the information contained herein is true and correct and that the same is the property of the City of Centerville, Ohio.

STATE OF OHIO
COUNTY OF MONTGOMERY
I, [Name], Mayor of the City of Centerville, Ohio, do hereby certify that the information contained herein is true and correct and that the same is the property of the City of Centerville, Ohio.

STATE OF OHIO
COUNTY OF MONTGOMERY
I, [Name], Mayor of the City of Centerville, Ohio, do hereby certify that the information contained herein is true and correct and that the same is the property of the City of Centerville, Ohio.

STATE OF OHIO
COUNTY OF MONTGOMERY
I, [Name], Mayor of the City of Centerville, Ohio, do hereby certify that the information contained herein is true and correct and that the same is the property of the City of Centerville, Ohio.

RECORD PLAN
SAVANNAH PLACE AT YANKEE TRACE
BEING ALL OF LOT 2 OF GRACEMORNS ASSISTED
LIVING SITE AS RECORDED IN PG 227 PG 51
SECTION 5, TOWN 2, RANGE 5, M.R.
CITY OF CENTERVILLE, MONTGOMERY COUNTY
STATE OF OHIO
CONTAINING 14.0087 ACRES
OCTOBER 2018



ASSESSOR'S TABLE
LOT 1 4.7824 AC.
LOT 2 14.0087 AC.
TOTAL 18.7911 AC.

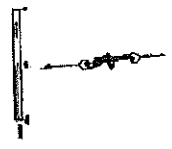
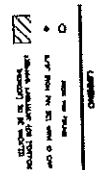
APPROVED FOR OCCUPATION
CITY OF CENTERVILLE, OHIO
[Signatures]

APPROVED FOR OCCUPATION
CITY OF CENTERVILLE, OHIO
[Signatures]

B-2

Layout Tab: Savanah Plac, Layer: 0, Date: 12/10/2018
 12/10/2018 10:09:36 AM
 C:\Users\jg\Documents\Projects\2018\Savanah Plac\Drawings\20181210.dwg
 Plot Date: December 25, 2018, 10:09:36 AM

LINE	START	END	DESCRIPTION
1	0.00	100.00	SECTION 5
2	100.00	200.00	SECTION 6
3	200.00	300.00	SECTION 7
4	300.00	400.00	SECTION 8
5	400.00	500.00	SECTION 9
6	500.00	600.00	SECTION 10
7	600.00	700.00	SECTION 11
8	700.00	800.00	SECTION 12
9	800.00	900.00	SECTION 13
10	900.00	1000.00	SECTION 14



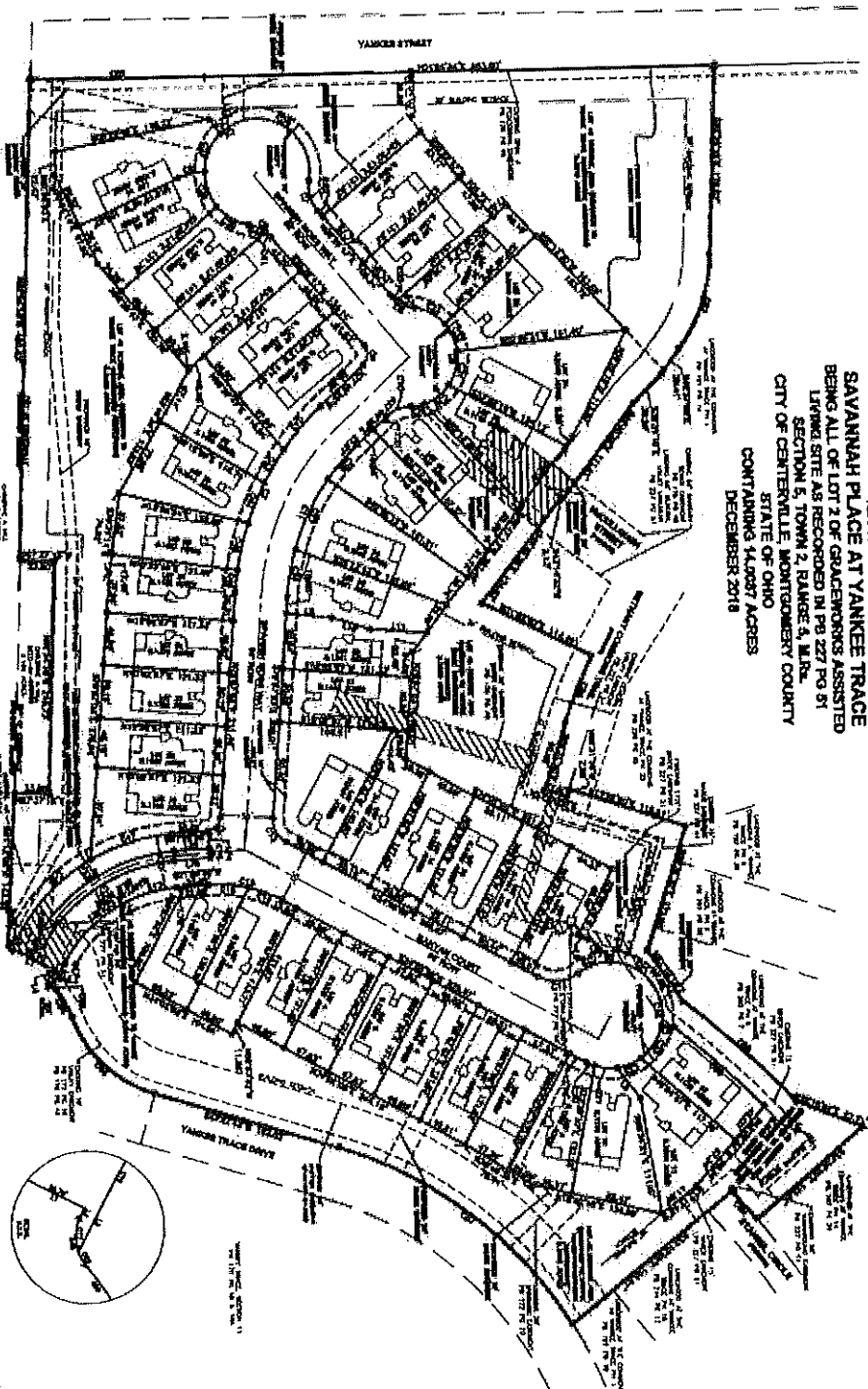
LINE	START	END	DESCRIPTION
11	1000.00	1100.00	SECTION 15
12	1100.00	1200.00	SECTION 16
13	1200.00	1300.00	SECTION 17
14	1300.00	1400.00	SECTION 18
15	1400.00	1500.00	SECTION 19
16	1500.00	1600.00	SECTION 20
17	1600.00	1700.00	SECTION 21
18	1700.00	1800.00	SECTION 22
19	1800.00	1900.00	SECTION 23
20	1900.00	2000.00	SECTION 24

LINE	START	END	DESCRIPTION
21	2000.00	2100.00	SECTION 25
22	2100.00	2200.00	SECTION 26
23	2200.00	2300.00	SECTION 27
24	2300.00	2400.00	SECTION 28
25	2400.00	2500.00	SECTION 29
26	2500.00	2600.00	SECTION 30
27	2600.00	2700.00	SECTION 31
28	2700.00	2800.00	SECTION 32
29	2800.00	2900.00	SECTION 33
30	2900.00	3000.00	SECTION 34

LINE	START	END	DESCRIPTION
31	3000.00	3100.00	SECTION 35
32	3100.00	3200.00	SECTION 36
33	3200.00	3300.00	SECTION 37
34	3300.00	3400.00	SECTION 38
35	3400.00	3500.00	SECTION 39
36	3500.00	3600.00	SECTION 40
37	3600.00	3700.00	SECTION 41
38	3700.00	3800.00	SECTION 42
39	3800.00	3900.00	SECTION 43
40	3900.00	4000.00	SECTION 44

LINE	START	END	DESCRIPTION
41	4000.00	4100.00	SECTION 45
42	4100.00	4200.00	SECTION 46
43	4200.00	4300.00	SECTION 47
44	4300.00	4400.00	SECTION 48
45	4400.00	4500.00	SECTION 49
46	4500.00	4600.00	SECTION 50
47	4600.00	4700.00	SECTION 51
48	4700.00	4800.00	SECTION 52
49	4800.00	4900.00	SECTION 53
50	4900.00	5000.00	SECTION 54

LINE	START	END	DESCRIPTION
51	5000.00	5100.00	SECTION 55
52	5100.00	5200.00	SECTION 56
53	5200.00	5300.00	SECTION 57
54	5300.00	5400.00	SECTION 58
55	5400.00	5500.00	SECTION 59
56	5500.00	5600.00	SECTION 60
57	5600.00	5700.00	SECTION 61
58	5700.00	5800.00	SECTION 62
59	5800.00	5900.00	SECTION 63
60	5900.00	6000.00	SECTION 64



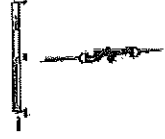
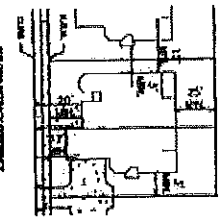
RECORD PLAN
 SAVANNAH PLACE AT YANKEE TRACE
 BEING ALL OF LOT 2 OF GARAGEWORKS ASSISTED
 LIVING SITE AS RECORDED IN PG 227 PG 51
 SECTION 5, TOWN 2, RANGE 6, N.13E.
 CITY OF CENTERVILLE, MONTGOMERY COUNTY
 STATE OF OHIO
 CONTAINING 14,037 ACRES
 DECEMBER 2018

SAVANNAH PLACE AT YANKEE TRACE
 YANKEE STREET
 CITY OF CENTERVILLE
 MONTGOMERY COUNTY, OHIO
 RECORD PLAN
 SHEET NO. 2 of 3

WOOLPERT
 4844 John Center Blvd
 Dayton, OH 45424
 937.491.9988
 FAX: 937.491.8743

PROJECT NO.	NO.	DATE	REVISION
77276			
DATE	12/10/2018		
DES.	JG		
CHK.	TC		
CRD.	CS		

B.3



Legend
[Symbol] Proposed Change Not Approved
[Symbol] Proposed Change Approved

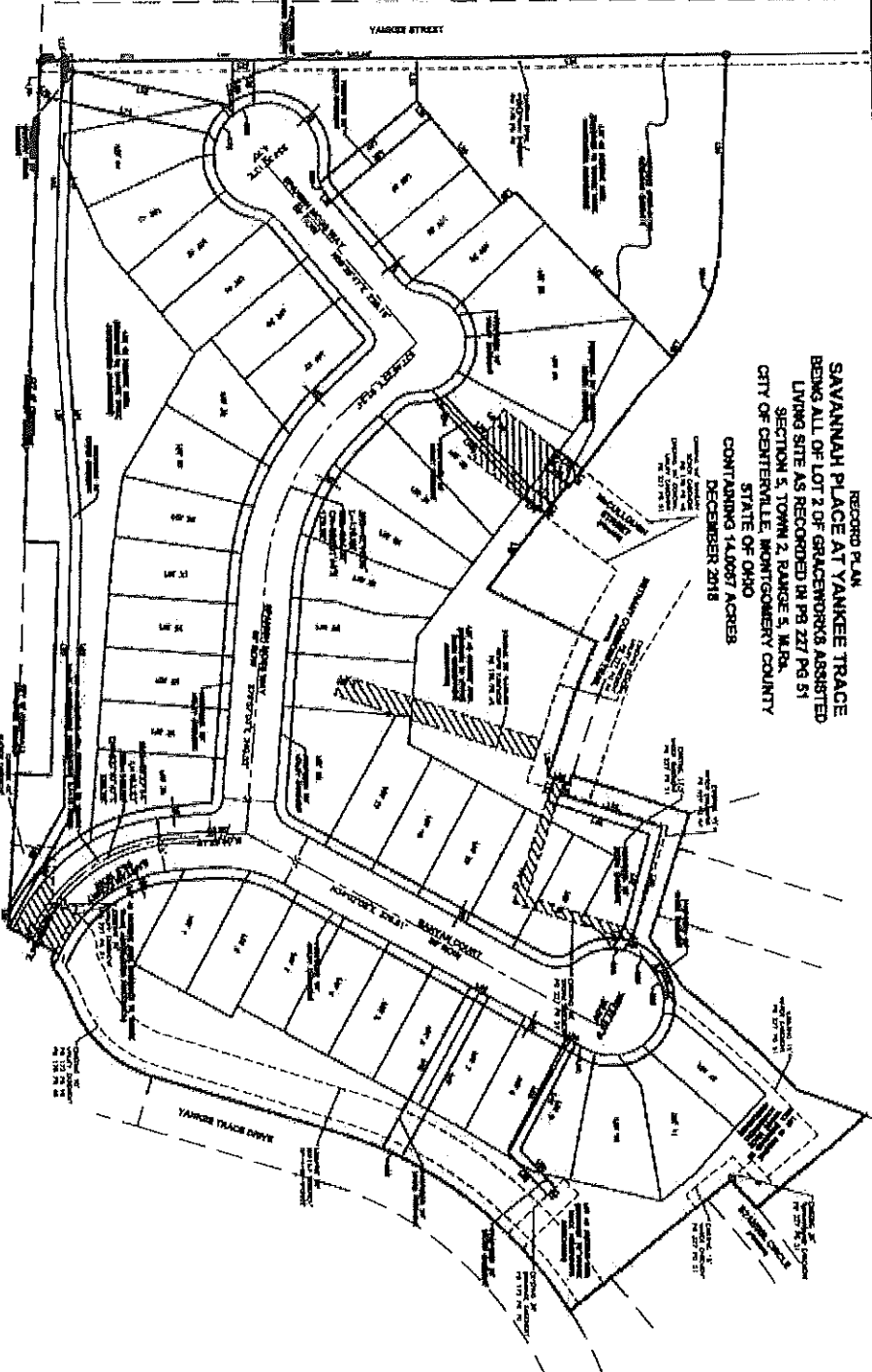
LINE #	LOCATION	DIRECTION
116	158.0	WEST
117	158.0	EAST
118	158.0	WEST
119	158.0	EAST
120	158.0	WEST
121	158.0	EAST
122	158.0	WEST
123	158.0	EAST
124	158.0	WEST
125	158.0	EAST
126	158.0	WEST
127	158.0	EAST
128	158.0	WEST
129	158.0	EAST
130	158.0	WEST

LINE #	LOCATION	DIRECTION
131	158.0	WEST
132	158.0	EAST
133	158.0	WEST
134	158.0	EAST
135	158.0	WEST
136	158.0	EAST
137	158.0	WEST
138	158.0	EAST
139	158.0	WEST
140	158.0	EAST
141	158.0	WEST
142	158.0	EAST
143	158.0	WEST
144	158.0	EAST
145	158.0	WEST
146	158.0	EAST

LINE #	LOCATION	DIRECTION
147	158.0	WEST
148	158.0	EAST
149	158.0	WEST
150	158.0	EAST
151	158.0	WEST
152	158.0	EAST
153	158.0	WEST
154	158.0	EAST
155	158.0	WEST
156	158.0	EAST
157	158.0	WEST
158	158.0	EAST
159	158.0	WEST
160	158.0	EAST
161	158.0	WEST
162	158.0	EAST

LINE #	LOCATION	DIRECTION
163	158.0	WEST
164	158.0	EAST
165	158.0	WEST
166	158.0	EAST
167	158.0	WEST
168	158.0	EAST
169	158.0	WEST
170	158.0	EAST
171	158.0	WEST
172	158.0	EAST
173	158.0	WEST
174	158.0	EAST
175	158.0	WEST
176	158.0	EAST
177	158.0	WEST
178	158.0	EAST

LINE #	LOCATION	DIRECTION	CHANGING	OLD LINE
179	158.0	WEST	NO	158.0
180	158.0	EAST	NO	158.0
181	158.0	WEST	NO	158.0
182	158.0	EAST	NO	158.0
183	158.0	WEST	NO	158.0
184	158.0	EAST	NO	158.0
185	158.0	WEST	NO	158.0
186	158.0	EAST	NO	158.0
187	158.0	WEST	NO	158.0
188	158.0	EAST	NO	158.0
189	158.0	WEST	NO	158.0
190	158.0	EAST	NO	158.0
191	158.0	WEST	NO	158.0
192	158.0	EAST	NO	158.0
193	158.0	WEST	NO	158.0
194	158.0	EAST	NO	158.0
195	158.0	WEST	NO	158.0
196	158.0	EAST	NO	158.0
197	158.0	WEST	NO	158.0
198	158.0	EAST	NO	158.0
199	158.0	WEST	NO	158.0
200	158.0	EAST	NO	158.0



RECORD PLAN
SAVANNAH PLACE AT YANKEE TRACE
BEING ALL OF LOT 2 OF GRACEWORKS ASSISTED
LIVING SITE AS RECORDED IN PG 227 PG 51
SECTION 5, TOWN 2, RANGE 5, M. 8A,
CITY OF CENTERVILLE, MONTGOMERY COUNTY
STATE OF OHIO
CONTAINING 14.0057 ACRES
DECEMBER 2018