

4241

JOE D. PEGG
RECORDER.

Dec 15 1 47 PM '78

MONTGOMERY CO., OHIO
RECORDED

*fee 11.50
460.*

FIRST AMENDMENT TO

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

FOR

WHISPERING HILLS

The Plat of Whispering Hills is filed at Plat Book 103, Page 20, of the Plat Records of Montgomery County, Ohio, and the Declaration hereof is recorded at Microfiche No. 77-441-201 et seq. in the Deed Records of Montgomery County, Ohio.

Mail THIS INSTRUMENT PREPARED BY:

ROBERT L. DEDDEN

Attorney at Law

367 West Second Street

Dayton, Ohio 45402

78 112B10

FIRST AMENDMENT

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Assessments for Whispering Hills, made on the date hereinafter set forth by THE WHISPERING HILLS PARTNERSHIP, an Ohio partnership, hereinafter referred to as "Declarant".

RECITALS

A. On August 9, 1977, Declarant submitted certain premises located in the City of Centerville, County of Montgomery, and State of Ohio to the provisions of a legal instrument entitled "Declaration of Covenants, Conditions, Restrictions and Assessments for Whispering Hills", hereinafter referred to as "Declaration", by filing said instrument in the deed records of the Recorder of Montgomery County, Ohio at Microfiche Nos. 77-441-A01 through 77-441-D01, inclusive.

B. The present owners and mortgagees of each Lot for which provision is made in the Declaration are:

<u>Lot Nos.</u>	<u>Owner</u>	<u>Mortgagee</u>
1 through 5 and 12 through 45, inclusive	Declarant	
6 through 11, inclusive	Mastercraft Homes, Inc.	State Fidelity Federal Savings and Loan Association

C. Declarant desires to amend the Declaration to correct an omission from the recording of the Declaration and in order to add additional provisions thereto as requested by a lending institution of Montgomery County, Ohio.

D. Declarant is, pursuant to the provisions of Article IX, Section 3 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Lot owners for the purpose of executing for and in the name of each Lot owner such Amendments to the Declaration as are contemplated by Article IX, Section 3 thereof.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration.

2. For purposes of correcting an omission to the recording of the Declaration with the Recorder of Montgomery County, Ohio, the Declaration is hereby amended by adding thereto Exhibit "A" hereof, which shall for all purposes serve in stead of Exhibit "A" of the Declaration as referred to and incorporated into the Declaration by Recital A. thereof.

3. The Declaration is further amended, in accordance with the provisions of Article IX, Section 3 by adding thereto the following Article X and Sections 1 through 4, inclusive, thereof:

78 112B11

ARTICLE X
RIGHTS OF FIRST MORTGAGEES

Section 1. Notice to Mortgagees. Notwithstanding any other provisions of this Declaration, the Association shall upon the written request of the owner of the first mortgage lien on any Lot notify such holder, in writing, of any default by the mortgagor of such Lot in the performance of that mortgagor's obligations under this Declaration, the Articles, or the By-Laws, which is not cured within sixty (60) days.

Section 2. 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 (a) pay taxes, real estate assessments or other charges which are in default and which may or have become a charge against a common area, and (b) pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such common area. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent 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 assessment against all owners and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 3. Books and Records of the Association. The first mortgagee of any Lot shall have the right to examine the books and records of the Association at reasonable times and upon presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage on such Lot.

Section 4. Supplement. Notwithstanding any other provisions contained in this Declaration, the right granted to the holders of any first mortgages of any Lot shall supplement and be in addition to any other rights conferred to them in this Declaration. The provisions of this Article X shall not be construed to limit or restrict any other rights granted to or given to the holder of a first mortgage of any Lot in this Declaration.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration shall be and hereby are declared to remain in full force and effect.

5. Consent to this First Amendment on behalf of all owners, other than Declarant, is hereby granted by Declarant which, in its capacity as attorney-in-fact for six (6) Lot owners, has caused this instrument to be executed this 9th day of March, 1978.

Signed and acknowledged
in the presence of:

Caroline M. Lee

Paul J. Lee

Robert L. Lee

THE WHISPERING HILLS PARTNERSHIP

By Dale R. Smith
Dale R. Smith, Partner

By Scott H. Cappel
Scott H. Cappel, Partner

By James P. McConaughy
James P. McConaughy, Partner

78 112B12

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this
9th day of March, 1978, by DALE R. SMITH,
Partner, SCOTT H. CAFFEL, Partner, and JAMES P. MCCONHAUGHY,
Partner, of THE WHISPERING HILLS PARTNERSHIP.

Carolyn H. Rhein
Notary Public

CAROLYN H. RHEIN, Notary Public
in and for the State of Ohio,
My Commission Expires Nov. 22, 1980

THIS INSTRUMENT PREPARED BY:
ROBERT L. DEDDEN
Attorney at Law
367 West Second Street
Dayton, Ohio 45402

78 112C01

EXHIBIT A
(Page 1 of 2)

March 8, 1977

LEGAL DESCRIPTION OF
EAST PORTION OF WHISPERING HILLS

Situated in Section 20, Town 2, Range 6 MRS, City of Centerville, Montgomery County, State of Ohio and being more bounded and particularly described as follows:

Beginning at the southwest corner of Lot 454, Red Coach South section three as recorded in Plat Book 87, Page 67, of the Montgomery County Plat Records; thence with the south line of said Lot 454, N 68° 38' 02" E a distance of 56.33 feet to a point; thence S 27° 35' 58" E a distance of 210.01 feet to the south right-of-way of Kentshire Drive; thence continuing on said right-of-way, on a curve to the left a radius of 3955.00 feet, an arc of 7.77, a long chord of 7.77 feet and a chord bearing of N 62° 20' 39" E to a point on said right-of-way; thence S 27° 42' 43" E a distance of 168.64 feet to a point; thence S 67° 24' 32" E a distance of 253.65 feet to a point; thence S 0° 07' 48" E a distance of 71.44 feet to a point; thence S 89° 29' 11" W a distance of 415.00 feet to the east right-of-way of the Pennsylvania Railroad; thence on a curve to the left a radius of 1951.5, an arc of 100.48 feet a long chord of 100.47 feet and a chord bearing of N 21° 41' 36" W to a point; thence N 23° 10' 00" W 353.35 feet to a point; thence on a curve to the right, a radius 910.32 feet, an arc of 347.92 feet, a long chord of 345.80 feet, and a chord bearing of N 12° 13' 04" W to a point; thence on a curve to the right a radius of 604.28 feet, an arc of 192.69 feet, a long chord 191.87 feet, and a chord bearing of N 7° 51' 58" E to a point; thence on a curve to the right a radius of 1399.69 feet, an arc of 212.34 feet, a long chord of 212.13 feet, and a chord bearing of N 21° 10' 49" E to a point; thence on a curve to the right, a radius of 1009.14 feet, an arc of 336.53 feet, a long chord of 334.97 feet, and a chord bearing of N 33° 13' 47" E to a point; thence N 44° 48' 00" E a distance of 98.40 feet to a point; thence N 89° 52' 12" E a distance 294.80 feet to a point; thence S 0° 07' 48" E a distance of 996.78 feet to the point of beginning and containing 20.121 acres, or less however, subject to all easements of record.



By Wayne M. Orrison
Registered Surveyor #6038.

78 112C02

EXHIBIT A
(Page 2 of 2)

March 8, 1977

LEGAL DESCRIPTION OF
WEST PORTION OF WHISPERING HILLS

Situated in Section 20, Town 2, Range 6 MRS, City of Centerville, Montgomery County, Ohio and being more particularly described as follows:

Beginning at an iron pin on the southeast right-of-way line of Millbank Drive and the westernmost corner of Lot No. 37, Whipp Road Estates, Section 2 as recorded in Book 97, Page 17 of the Montgomery County Plat Records; thence from said place of beginning S 46° 25' 00" E with the southwest line of said Lot No. 37 a distance of 192.45 feet to an iron pin on the northwest right-of-way line of the Pennsylvania Railroad; thence with said right-of-way southwestwardly on a curve to the left an arc distance of 150.60 feet to a point, said curve having a radius of 1455.69 feet, a chord of 150.54 feet and a chord bearing of S 19° 36' 34" W; thence southwestwardly on a curve to the left an arc distance of 213.73 feet to a point, said curve having a radius of 670.28 feet, a chord of 212.33 feet and a chord bearing of S 7° 51' 53" W; thence southeastwardly on a curve to the left an arc distance of 373.14 feet to a point, said curve having a radius of 976.32 feet, a chord of 370.87 feet and a chord bearing of S 12° 11' 04" E; thence S 23° 10' 00" E a distance of 353.35 feet to a point; thence southeastwardly on a curve to the right an arc distance of 74.69 feet to an iron pin on the north line of the Inland Systems, Inc. tract as recorded Microfiche 71-104 N 91 of the Montgomery County Deed Records, said curve having a radius of 1887.75 feet, a chord of 74.69 feet, and a chord bearing of S 22° 02' 00" E; thence S 88° 29' 11" W with said Inland Systems, Inc. north line a distance of 340.84 feet to an angle point in the east line of Lot No. 338, Village South, Section 16 as recorded in Book 88, Page 74 of the Montgomery County Plat Records; thence N 0° 01' 32" W with the east line of said Village South, Section 14 as recorded in Book 83, Page 35 of the Montgomery County Plat Records, a distance of 1211.89 feet to a point on the southeast right-of-way line of Millbank Drive at the northeast corner of Lot No. 240 of said Village South, Section 14; thence N 43° 35' 00" E with said right-of-way line a distance of 53.40 feet to the place of beginning containing 4.687 acres, more or less, subject, however, to all easements of record.



By Wayne M. Grierson
Registered Surveyor #6038

78 112C03

CONSENT OF MORTGAGEE

The undersigned, STATE FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, the holder of certain mortgage deeds to the premises of MASTERCRAFT HOMES, INC., recorded in the office of the Recorder of Montgomery County, Ohio as follows:

<u>Lot No.</u>	<u>Microfiche Nos.</u>
6	77-1405E09
7	77-1406A01
8	77-1406A04
9	77-1407A07
10	77-1406A10
11	77-1406B01

hereby consents to the execution and delivery of the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Assessments for Whispering Hills and to the filing of same in the office of the Recorder of Montgomery County, Ohio, and further subjects the above described mortgages to the provisions of the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Assessments for Whispering Hills.

IN WITNESS WHEREOF, State Fidelity Federal Savings and Loan Association, by its duly authorized officers has caused the execution of the aforesaid Consent of Mortgagee this 13 day of March, 1978.

Signed and acknowledged
in the presence of:

STATE FIDELITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

By

By

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 13th day of March, by Eugene C. Dever Sr. Vice President, and Howard Offenbacher Vice President, of State Fidelity Federal Savings and Loan Association, an Ohio corporation, on behalf of the corporation.

R. L. Greene
Notary Public

THIS INSTRUMENT PREPARED BY:
ROBERT L. DEDDOENS
Attorney at Law
367 West Second Street
Dayton, Ohio 45402



R. L. GREENE, Notary Public
in and for the State of Ohio
My Commission Expires July 8, 1981

78 112C04

CONSENT OF MORTGAGEE

The undersigned, THE WHISPERING HILLS PARTNERSHIP, the holder of certain mortgage deeds to the premises of MASTERCRAFT HOMES, INC., recorded in the office of the Recorder of Montgomery County, Ohio as follows:

<u>Lot No.</u>	<u>Microfiche Nos.</u>
6	77-1406C02
7	77-1406B12
8	77-1406B10
9	77-1406B08
10	77-1406B06
11	77-1406B04

hereby consents to the execution and delivery of the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Assessments for Whispering Hills and to the filing thereof in the office of the Recorder of Montgomery County, Ohio, and further subjects the above described mortgages to the provisions of the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Assessments for Whispering Hills.

IN WITNESS WHEREOF, The Whispering Hills Partnership, by its duly authorized officers has caused the execution of the aforesaid Consent of Mortgagee this 9th day of March, 1978.

Signed and acknowledged
in the presence of:

Carolyn McGee

Ann J. Hines

Robert H. Deedens

THE WHISPERING HILLS PARTNERSHIP

By Dale R. Smith
Dale R. Smith, Partner

By Scott H. Cappel
Scott H. Cappel, Partner

By James P. McConaughay
James P. McConaughay, Partner

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 9th day of March, 1978, by Dale R. Smith, Partner, Scott H. Cappel, Partner, and James P. McConaughay, Partner, of THE WHISPERING HILLS PARTNERSHIP.

Carolyn McGee, Notary Public

CAROLYN H. RHEIN, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 22, 1980

THIS INSTRUMENT PREPARED BY:
ROBERT L. DEEDENS
Attorney at Law
367 West Second Street
Dayton, Ohio 45402

78 112C05



TED W. BROWN
Secretary of State

E0287-0900

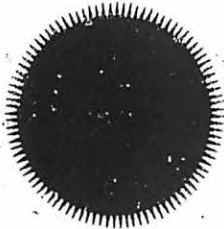
Certificate

499970

It is hereby Certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN OF WHISPERING HILLS ASSOCIATION, INC.

United States of America
STATE OF OHIO
Office of the Secretary of State

Recorded on Roll E287 at Frame 0901 of the
Records of Incorporation and Miscellaneous Filings.



Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 20TH day of JUNE, A. D. 19 77

A handwritten signature in cursive script, reading "Ted W. Brown".

TED W. BROWN
Secretary of State

E0287-0901

ARTICLES OF INCORPORATION

OF

WHISPERING HILLS ASSOCIATION, INC.

APPROVED

By PC

Date 6/20/77

Amount 25.00

In compliance with the requirements of the provisions of Chapter 1702 of the Revised Code of Ohio, the undersigned, of full age, does this age voluntarily form a corporation not-for-profit, and does hereby certify:

ARTICLE I

NAME

The name of the corporation is WHISPERING HILLS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 28 East Rahn Road, Kettering, Ohio 45429, Montgomery County.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to:

- (a) promote and serve the common good and general welfare of that portion or portions of the community of homes, and the adjacent green areas and private drives and courts (the "Common Areas") that are subjected to assessment by the Association and that are within or hereafter developed within that tract of real property (the "Property"), situated in the

W0287-0002

City of Centerville, Montgomery County, Ohio. described as follows:

Lots 1 through 45, inclusive, and Reserves A through D, inclusive on the Plat of Whispering Hills, Section One, as the same will be recorded in the plat records of Montgomery County, Ohio, together with any land thereafter annexed to the Property; and for these purposes, fulfilling the more specific functions hereinafter set forth;

(b) own, manage and maintain the Common Area and establish rules and regulations for the use thereof;

(c) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Assessments, hereinafter called the "Declaration", applicable to the Property described therein, and recorded or to be recorded in the Office of the Recorder of Montgomery County, Ohio, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(d) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(e) pay all expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, and fix, levy, collect and enforce payment by any lawful means, of charges or assessments to defray these costs;

(f) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, and maintain real or personal property in connection with the affairs of the Association;

(g) borrow money, and with the approval of seventy-five percent (75%) of the voting power of members, and the

W0287-0003

approval of all holders of first mortgage liens on Lots subject to assessment by the Association, mortgage, pledge, deed in trust, hypothecate, or otherwise encumber any or all of its real or personal property;

(h) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Property or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;

(i) upon approval of members exercising not less than seventy-five percent (75%) of the voting power of members, and the approval of all holders of first mortgage liens on Lots subject to assessment by the Association, dedicate, sell or transfer all or any part of property owned by the Association to any public agency, authority, or utility, provided, that the Association's Trustees shall have the right without approval of any others to grant easements for public utilities or for other public purposes consistent with the intended use of the property by the Association;

(j) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the approval of members exercising not less than seventy-five percent (75%) of the voting power of members, and the approval of all holders of first mortgage liens on Lots subject to assessment by the Association;

(k) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by law, provided that if any activities of the Association should disqualify it from tax-exempt status under the Internal Revenue laws of the United States, notwithstanding any other provisions hereof, the Trustees of the Association may, in their sole discretion, discontinue any activity that would so disqualify the Association; and,

(l) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

E0257-0904

ARTICLE IV

MEMBERSHIP

At any time hereafter, every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Property which is subject to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and transfer of a Lot shall automatically transfer membership to the transferee, together with all rights of the transferor with respect to the Common Area to which ownership of such Lot relates.

ARTICLE V

VOTING RIGHTS

Each member of the Association shall be entitled to one vote for each Unit owned, and a proportionate part of a vote for a proportionate part of the fee simple interest in a lot, provided, however, that the "Declarant" (under the Covenants, Conditions, Restrictions and Assessments recorded against the Property), and its successors and assigns (but not its transferees who acquire Lots for purposes of building homes for third parties) shall have the sole right and authority to elect or appoint the Association's Trustees who will serve until a special meeting of members called by the Trustees and held within one hundred eighty (180) days after the sale of all Lots (on the Property and any additions thereto) by the Declarant, or until Declarant waives such requirement by calling a special meeting of members for the purpose of relinquishing such rights, whichever shall occur first.

ARTICLE VI

BOARD OF TRUSTEES

Until the meeting at the time specified in Article V, above, the affairs of the Association shall be managed by a board of three (3) Trustees, selected by Declarant. The names and addresses of the initial persons who are to act in the capacity of Trustees, until the selection of their successors, are:

123

E0287-0905

<u>Name</u>	<u>Address</u>
Dale R. Smith	28 East Rahn Road Kettering, Ohio 45429
Scott H. Cappel	28 East Rahn Road Kettering, Ohio 45429
James P. McConnaughey	28 East Rahn Road Kettering, Ohio 45429

The number of Trustees thereafter, the manner of selection of these successor Trustees, and their terms of office shall be as set forth in the Association's Code of Regulations.

The Trustees shall exercise all of the powers and authority and discharge all of the duties of Trustees as defined in Chapter 1702 of the Revised Code of Ohio.

No Trustee need be a member of the Association.

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the approval given in writing and signed by members exercising not less than seventy-five percent (75%) of the voting power of members and the approval of all holders of first mortgage liens on Lots subject to assessment by the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that a dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE VIII

DURATION

The Association shall exist perpetually.

E287-0899

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require (a) the approval of members exercising not less than seventy-five percent (75%) of the voting power of members and (b) if material to the rights of a mortgagee, the approval of all holders of first mortgage liens on Lots subject to assessment by the Association.

ARTICLE X

INCURRING OF DEBTS

Any indebtedness or liability, direct or contingent, must be authorized by the affirmative vote of a majority of the votes cast by the Trustees at a lawfully held meeting, provided that, if the Trustees engage the services of a professional property manager, the Trustees may delegate to the manager the power and authority to incur indebtedness on behalf of the Association, subject to such limitations as they may establish.

ARTICLE XI

INDEMNIFICATION

(1) Except as otherwise provided herein, every person who is or has been a Trustee, officer or employee of the Association and his or her heirs and legal representatives is hereby indemnified by the Association against expenses actually and necessarily incurred in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he or she is or may be made a party by reason of being or having been such Trustee, officer, or employee, provided (a) he or she is adjudicated or determined not to have been negligent or guilty of misconduct in the performance of his or her duty to the Association of which he or she is a Trustee, officer, or employee (b) he or she is determined to have acted in good faith in what he or she reasonably believed to be the best interests of the Association, and (c) in any matter the subject of a criminal action, suit, or proceeding, he or she is determined to have had no reasonable cause to believe that his or her conduct was unlawful. The determination as to (b) and

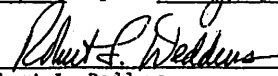
E0287-0907

(c) and, in the absence of an adjudication as to (a) by a court of competent jurisdiction, the determination as to (a), shall be made by the Trustees acting at a meeting at which a quorum consisting of Trustees who are not parties to or threatened with any such action, suit, or proceeding is present. Any trustee who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote, and if for this reason a quorum cannot be obtained to vote on such indemnification, no indemnification shall be made except in accordance with division (2) or (3) of this Article.

(2) The Association agrees to indemnify such Trustee, officer, or employee against expenses, judgments, decrees, fines, penalties, or amounts paid in settlement in connection with the defense of any pending or threatened action, suit, or proceedings, criminal or civil, to which he or she is or may be made party by reason of being or having been such Trustee, officer or employee, provided a determination is made by the Trustees in the manner set forth in paragraph (1) of this Article: (a) that such Trustee, officer or employee was not, and has not been adjudicated to have been negligent or guilty of misconduct in the performance of his duty to the Association, (b) that he or she acted in good faith in what he or she reasonably believed to be the best interest of the Association, and (c) that, in any matter the subject of a criminal action, suit, or proceeding, he or she had no reasonable cause to believe that his or her conduct was unlawful.

(3) Such indemnification shall not be deemed exclusive of any other rights to which such Trustee, officer, or employee may be entitled under regulations, any agreement, any insurance purchased by the Association, vote of members, or otherwise.

IN-WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, I, the undersigned, the incorporator of this Association, have executed these Articles of Incorporation this 1st day of June, 1977.


Robert L. Deddens
Sole Incorporator

Form C-103 Prescribed by Secretary of State Ted W. Brown

E0287-0908

Original Appointment of Agent

The undersigned, being at least a majority of the incorporators of _____
(Name of Corporation)

WHISPERING HILLS ASSOCIATION, INC.

hereby appoint Dale R. Smith
(Name of Agent)

a natural person resident in the county in which the corporation has its principal office, ~~an incorporation~~
~~having its principal office in the county in which~~ _____
(Name of Corporation)

_____ ~~has no business office (which is not a place where process is applicable)~~, upon whom (which) any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His (Her)

complete address is RAHW
28 East Park Road, Kettering, Ohio
(Street or Avenue) (City or Village)

Montgomery County, Ohio, 45429
(Zip Code)

WHISPERING HILLS ASSOCIATION, INC.

(Name of Corporation)

Robert L. Deddens
Robert L. Deddens, Sole Incorporator

(INCORPORATORS NAMES SHOULD BE TYPED OR PRINTED BENEATH SIGNATURES)

Dayton, Ohio

June 1, 1977

WHISPERING HILLS ASSOCIATION, INC.

(Name of Corporation)

Gentlemen: I, ~~it (which is not a place where process is applicable)~~ hereby accept(s) appointment as agent of your corporation upon whom process, tax notices or demands may be served.

Dale R. Smith
(Signature of Agent or Name of Corporation) DALE R. SMITH

Remarks: All articles of incorporation must be accompanied by an original appointment of agent. There is no filing fee for this appointment.



TED W. BROWN
Secretary of State

E0525-0412

Certificate

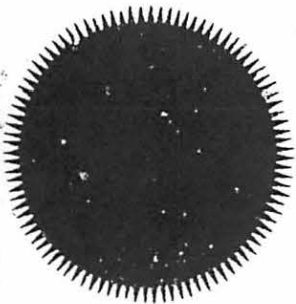
499970

It is hereby Certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD CHN OF HIDDEN HILLS ASSOCIATION, INC. FORMERLY WHISPERING HILLS ASSOCIATION, INC.

United States of America
STATE OF OHIO
Office of the Secretary of State

Recorded on Roll E525 at Frame 0413 of the
Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of
Columbus, Ohio, this 21ST day of DECEMBER, A. D. 19 78



TED W. BROWN
Secretary of State

E525-0413

499770
 APPROVED
 By: Sur
 Date: 12/21/78
 Amount: 25.00

CERTIFICATE OF AMENDMENT OF ARTICLES

OF

WHISPERING HILLS ASSOCIATION, INC.

Dale R. Smith, President, and Scott H. Cappel, Secretary, of Whispering Hills Association, Inc., an Ohio corporation, organized not-for-profit, do hereby certify that in a writing signed by all the members who would be entitled to notice of a meeting or such other proportion not less than a majority as the articles or regulations permit, the following resolution of amendment was adopted:

WHEREAS, it is desired that this non-profit corporation change its name from Whispering Hills Association, Inc. to HIDDEN HILLS ASSOCIATION, INC., and

WHEREAS, it is further desired that the Articles of Incorporation be amended to reflect such change; now, therefore, be it

RESOLVED, that the name of this Corporation be changed from Whispering Hills Association, Inc. to HIDDEN HILLS ASSOCIATION, INC., and be it

RESOLVED, FURTHER, that the First Article of Incorporation shall be and hereby is amended as follows:

The name of the Corporation is HIDDEN HILLS ASSOCIATION, INC., hereinafter called the "Association".

IN WITNESS WHEREOF, said Dale R. Smith, President, and Scott H. Cappel, Secretary, of Whispering Hills Association, Inc., acting for and on behalf of said Corporation. have hereunto subscribed their names this 10th day of November, 1978.

Dale R. Smith
 Dale R. Smith, President

Scott H. Cappel
 Scott H. Cappel, Secretary

LAW OFFICES
YOUNG & ALEXANDER
367 WEST SECOND STREET
P. O. BOX 578
DAYTON, OHIO 45402
513 224-9291

E0525-0414

ROBERT C. ALEXANDER
MAXWELL H. STAMPER, JR.
FREDERICK N. YOUNG
JAMES M. ORENNAN
IRVIN H. HARLANERT, JR.
NEIL E. FREUND
JOSEPH B. MILLER

DOUGLAS B. KRAMER
HANS H. SOLTAN
STEPHEN V. FREEZE
GORDON D. ARNOLD
ROBERT L. DEDDENS
ANTHONY R. KIDD
ROBERT F. YOUNG
1905-1970

November 17, 1978

Secretary of State
State Office Tower
Columbus, Ohio

Re: Certificate of Amendment of Articles
Non-profit Corporation

Gentlemen:

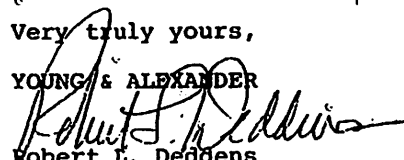
We enclose herewith a Certificate of Amendment of Articles, Whispering Hills Association, Inc., changing the name to Hidden Hills Association, Inc. This was deemed necessary to avoid confusion with another similarly named project in the Dayton area.

We would appreciate your filing this and returning to us the Certificate.

Also enclosed is our check to cover the filing fee for this change.

Very truly yours,

YOUNG & ALEXANDER


Robert L. Deddens

RLD:bal
enc.