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KARL L. KEITH, COUNTY AUDITOR

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE RESIDENTIAL REAL ESTATE SUBDIVISION
KNOWN AS THE COUNTRY WALK**

This will certify that the Amended And Restated Declaration of Covenants, Conditions, and Restrictions for the Residential Real Estate Subdivision Known as the Country Walk has been filed in the office of the County Auditor, Montgomery County, Ohio, this _____ day of _____, 20_____.

MONTGOMERY COUNTY AUDITOR

By _____

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE RESIDENTIAL REAL ESTATE SUBDIVISION
KNOWN AS THE COUNTRY WALK**

This Amended and Restated Declaration is made this 21 day of MARCH, 2014, by The Country Walk Association, an Ohio non-profit corporation (the "Association").

INTRODUCTION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Residential Real Estate Subdivision to be known as The Country Walk (hereinafter the "Declaration") was recorded on May 31, 1994 and is recorded at Microfiche 94-336-B03 in Plat Book 156, Page 48 with the Montgomery County, Ohio Recorder's Office; and

WHEREAS, the By-Laws for The Country Walk Association were attached as Exhibit C to the Declaration and was recorded on May 31, 1994 and is recorded at Microfiche 94-336-B03 in Plat Book 156, Page 48 with the Montgomery County, Ohio Recorder's Office; and

WHEREAS, on the 26th day of July, 1994, there was filed with the Montgomery County, Ohio Recorder's Office the First Amendment to the Declaration, which was recorded at Microfiche 094-467-A01, in Plat Book 159, Page 45; and

WHEREAS, on the 10th day of December, 1998, there was filed with the Montgomery County, Ohio Recorder's Office the Second Amendment to the Declaration, which was recorded at Microfiche 098-834-B05, in Plat Book 165, Page 24; and

WHEREAS, the Declaration, By-Laws and its supplements and amendments are binding on the property described more fully in the attached Exhibit A; and

WHEREAS, Chapter 12, Section 12.2 of the Declaration permits amendment of the Declaration by the affirmative vote of at least a majority vote and/or written consent of a majority of the total number of votes held by each class of members, with each class counted separately; and

WHEREAS, at least a majority of the total number of votes held by each class of members have voted affirmatively to amend the Declaration and replace the Declaration and its First and Second Amendments with this Amended and Restated Declaration;

NOW THEREFORE, the Declaration and By-Laws and their supplements and amendments are hereby amended and restated, in their entirety, as follows.

CHAPTER ONE
EXPLANATION OF THE PURPOSE OF THIS DECLARATION

Section 1.1 Role of the Declaration. This Declaration is prepared to describe the duties of a homeowners association which has been created to hold title to certain tracts of land upon which storm water retention ponds will be located and to supervise maintenance activities with regard to the land Described in Exhibit A. In addition, this Declaration is prepared to describe the types of maintenance that may be performed by the association, to make provisions for the money necessary to pay expenses of the association, to impose land use and other restrictions upon all Lots made subject to the Declaration and upon the Owners and occupants of those Lots and to impose various easements regarding these matters.

Section 1.2 Creation of the Association. The homeowners' association has been created as a non-profit corporation under the laws of the state of Ohio. Its name is The Country Walk Association (the "Association"). The Articles of Incorporation and the Amended and Restated By-Laws of the Association are attached to and made a part of this Declaration, marked Exhibits B and C.

Section 1.3 All Terms in This Declaration, as It May Be Amended from Time to Time, Will Constitute Covenants Running With the Title to All Real Estate Made Subject to the Declaration. All of the land described in Exhibit A, plus all buildings and improvements constructed, erected or placed on land made subject to this Declaration, shall be used, held, transferred, sold, conveyed, devised, encumbered, pledged, occupied, leased, rented, and enjoyed (whether by operation of law or otherwise) subject to all terms and provisions of this Declaration as it may be amended from time to time.

All of those terms and provisions shall be deemed to touch and concern every portion of the real estate subject to this Declaration and to constitute covenants running with the title to each and every portion thereof so as to be binding upon and to inure to the benefit of all parties who (now or in the future) hold any right, title or interest in any portion of that real estate.

CHAPTER TWO
DEFINITIONS

Section 2.1 Additional Property shall mean and refer to any part or all of the real estate described in Exhibit D.

Section 2.2 Affirmative Vote When an affirmative vote of the Members of the Association is required, that vote may be cast via proxy, on a handwritten or typed ballot, or via email ballot from an email address that Member has provided to the Board of Directors.

Section 2.3 Articles of Incorporation shall mean and refer to the Articles that were filed with the Secretary of the State of Ohio to bring the Association into existence. A copy of those Articles of Incorporation is attached as Exhibit B.

Section 2.4 Association shall mean and refer to The Country Walk Association, an Ohio non-profit corporation, its successors and assigns.

Section 2.5 By-Laws shall mean and refer to the By-Laws of the Association as defined above. A copy of those By-Laws is attached as Exhibit C.

Section 2.6 Directors shall mean and refer to the Board of Directors of the Association. The word "Board" may also be used to refer to that Board of Directors.

Section 2.7 General Expenses shall include all expenses incurred by the Association to maintain its existence, and/or in the ownership, maintenance and control of reserve areas A and B and the storm water retention ponds and any other improvements located upon those areas, and shall also include any other costs declared by this Declaration to be part of those expenses. It shall also include expenses incurred by the Association in the maintenance of the fence, constructed by the Developer, that runs along Spring Valley Pike parallel with the north common boundary of The Country Walk and the maintenance of the right-of-way between Spring Valley Pike and the Lots adjacent to Spring Valley Pike in Section One of The Country Walk.

Section 2.8 Lot shall mean and refer to any plot of land depicted as a subdivided lot upon the plat of Section One of The Country Walk or of any subsequent plat section of The Country Walk that constitutes part of the Property, excluding reserve areas A and B and any other reserve areas.

Section 2.9 Owner shall mean and refer to the record holder of the fee simple title of any Lot. Further, the term Owner shall be deemed to include any Lot purchaser on a land installment contract (as such instruments are defined in Ohio Revised Code Chapter 5313), but only to the extent such a contract is recorded with and by the Montgomery County Recorder so as to give record notice of the existence of that contract. Finally, the word Owner shall also be deemed to include contract sellers, instead of purchasers, on other forms of executory contracts for the sale of a Lot, but shall be deemed to exclude those holding an interest in a Lot merely as security for the performance of an obligation.

Section 2.10 Property shall mean and refer to the land described in Exhibit A plus reserve areas A and B as created by the platting of the 14.632 acres into the subdivision known as The Country Walk, Section One. The Property shall also mean and refer to any part of the Additional Property made subject to the provisions of this Declaration at a later date.

Section 2.11 Special Expenses shall mean and include expenses incurred by the Association to provide exterior maintenance which is the responsibility of a Lot Owner (see Chapter 5 below), to perform maintenance or repair work made necessary by the negligent or intentional act or

omission of an Owner or resident on a Lot or an invitee of such a person (see Chapter 5 below). In addition, these expenses include the cost of enforcement of this Declaration against any Owner (see Section 12.5 below) and any other costs to be levied by the Association as a Special Individual Lot Assessment as described in Section 8.5.

Section 2.12 Addresses and Method of Communications This definition applies to the Declaration and By-Laws wherever/however the reference to Communications appears. All Communications to Members shall be conclusively presumed to have been given to any Lot and the Owner thereof by the Association sending a letter to that Owner, postage prepaid, at the last known address for the Owner in the records of the Association, or in lieu of such mailing by placing a copy of the written notification under or on the door of a residence on the Lot owned by that Owner, or by any other type of communication including, notification by phone, emails, voice mail, texting or other electronic means, to an approved address provided by that Owner. Adapting to future communication methods commonly in use need not require an Amendment but will require advance approval by the Owner.

A copy of the above-described written (or otherwise) proof of notification shall be available for a reasonable time in the office of the Association (or in the office of any person or organization that is managing the Association). Each Owner of a Lot shall be obligated to notify the Association in writing of the address he wishes to be used for notice purposes and of any change in that address (including the acceptable type of communication and addresses).

CHAPTER THREE **RESERVE AREAS A AND B, RETENTION PONDS**

Section 3.1 Storm Water Retention Ponds on Reserve Areas A and B. It is expected that reserve areas A and B in Section One of The Country Walk will include storm water retention ponds. Those reserve areas also may be the location of landscaping features, fountains, vegetation, a sign identifying this development of The Country Walk and containing such other information as the Board of Directors deems appropriate, and other improvements.

Section 3.2 Ownership. Reserve areas A and B shall be owned by the Association. Those reserve areas may not be mortgaged or conveyed by the Association without the affirmative vote or written consent of at least two-thirds of members.

Section 3.3 Abutting Owners' Easement of Enjoyment. Every Owner of a Lot abutting on and adjoining either reserve area A or B shall have an easement of use and enjoyment in and to that abutting reserve area. No other Owners may have access to the reserve areas. That easement for Owners of abutting Lots shall be appurtenant to and shall pass with the title to every abutting Lot whether or not it is mentioned in the instrument of conveyance. This easement shall be subject to the following matters:

- (a) Other easements created by or referred to in Chapter Nine of this Declaration and all other terms and provisions of this Declaration.
- (b) The right of the Association to dedicate or transfer all or any part of the reserve area to any public agency, authority, or utility, subject to the retention pond obligations described in this Declaration and to such other conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed or approved by a two-thirds vote or written consent of members, with documentary evidence of that vote or written consent being referred to and recorded as part of the dedication or transfer, and unless approved in writing by the Montgomery County Engineer and/or by Miami Township in Montgomery County, Ohio.
- (c) The right of the Association to make reasonable regulations concerning use of reserve areas A and B.
- (d) The right of the Association to suspend the voting and written consent rights of any member, and also to suspend his right to use any reserve area, for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for each infraction of this Declaration or any published regulations issued by the Association. No such suspension may interfere with the drainage of water into the retention ponds.
- (e) The right and duty of the Association to use part of the reserve areas as water retention ponds as may be required by Montgomery County for drainage control purposes, and the easement right appurtenant to and for the benefit of all Lots and the Additional Property (whether or not made part of The Country Walk) to use those retention ponds for their surface water drainage,
- (f) The right of the Association to use reserve areas for any additional purposes deemed by it to be for the benefit of the adjacent and abutting Lots or for the benefit of The Country Walk as a whole and for the benefit of any part or all of the Additional Property, whether or not that land is made subject to this Declaration.

Section 3.4 Delegation of Use. Any Owner may delegate his right and easement of use and enjoyment in and to the reserve areas to the members of his household, his tenants, his invitees and his contract purchasers who reside on the Property. Suspension of an Owner's rights to use the reserve area adjoining his Lot shall be deemed to suspend any such delegated rights.

CHAPTER FOUR
THE COUNTRY WALK ASSOCIATION

Section 4.1 Formation, Duty and Authority. For the purpose of owning the reserve areas, maintaining those areas including all improvements on them and performing the duties and exercising the rights assigned and granted to the Association by this Declaration and the Articles of Incorporation, The Country Walk Association has been formed as an Ohio non-profit corporation prior to the recording of this Declaration. The Association acts by and through its Board of Directors unless otherwise stated in this Declaration or the By-Laws or in any statute in the Ohio Revised Code.

Section 4.2 Organization and Operation of the Association Controlled by Its Articles of Incorporation and By-Laws. Since the Articles of Incorporation and the By-Laws of the Association are attached to and made a part of this Declaration as Exhibits B and C, this Chapter Four will not set forth any matters relating to the organization and operation of the Association (such as membership requirements and classifications, voting rights, meetings of members, election of Directors, meetings of Directors, appointment of officers, etc.) because those matters are already covered in those exhibits.

Section 4.3 Power and Authority of Association to be Exercised by its Board of Directors. Wherever this Declaration refers to an action being taken or decision made by the Association, it shall mean by the Board of Directors of the Association, unless the Declaration, Articles of Incorporation, By-Laws or the statutes of Ohio require that action or decision to be made by the members of the Association.

CHAPTER FIVE
MAINTENANCE

Section 5.1 Association Has Duty to Maintain the Reserve Areas and the Storm Water Retention Ponds. The Association shall be responsible for the Ownership, maintenance and control of reserve areas A and B. This shall include but not be limited to the storm water retention ponds located on those reserve areas. The standard of maintenance for the retention ponds shall be that they must be maintained and/or repaired so as to function in the manner required by the Subdivision Regulations of Montgomery County, Ohio in effect at the time the preliminary plan for the entire development of The Country Walk and the plat of Section One of that development were approved by the appropriate authorities of that county. The maintenance required by this section shall include but not be limited to removal of accumulations of sediment so as to maintain the storage capacity of the water retention ponds and keeping any inflow and outflow facilities free from obstruction. The Association shall have total and sole responsibility for safety maintenance of reserve areas A and B.

The cost to the Association of performing its duties under this Section 5.1 shall be part of the General Expenses as defined in Section 2.7 above in this Declaration. Those expenses are to be assessed against all Lots in The Country Walk and are to be paid by the Owners of those Lots, including Lots which do not abut or adjoin either reserve area A or B.

Section 5.2 Owners Have Duty to Maintain Their Lots and All Structures and Improvements On Those Lots. Each Owner shall maintain and repair his own Lot and all structures and improvements thereon, including the exterior and interior of all buildings on the Lot. The standard as to the amount and quality of such maintenance and repair is that no Owner shall permit the maintenance or repair status of his Lot (and buildings and improvements thereon) to have an adverse impact, as determined by the reasonable judgment of the Board of Directors, upon its aesthetic appearance or upon the property value of, or the enjoyment by other Owners and occupants of, the Lots in The Country Walk upon which houses have been built. All costs of such maintenance and repair shall be the responsibility of the individual Lot Owner. This maintenance obligation of each Owner is subject to the Architectural Control provisions of Chapter Eleven of this Declaration and also to the supervisory exterior maintenance responsibility of the Association as described in Sections 5.3 and 5.4 below.

Section 5.3 Association Has Authority to Provide Exterior Maintenance on Lots if the Owner Fails to Do So. If an Owner of any Lot shall fail to maintain and repair the ground and vegetation on his Lot or the exterior of any buildings or improvements on that Lot to the performance standards set forth in paragraph 5.2 above, in the determination of the Board of Directors, that Board may determine to, and may, cause its employees and/or agents to enter upon the Lot to perform such maintenance and repair work as is necessary to bring that Lot and all structures and improvements thereon up to that standard. Written notice of the decision of the Board of Directors to act in this manner shall be delivered to the Lot Owner at least seven (7) days in advance of such entry upon the Lot. If such failure to maintain refers to failure to keep grass mowed frequently enough or short enough, the notice need not be more than two (2) days in advance. The cost of any such maintenance and repair performed by the Association shall be part of the Special Expenses as defined above in Section 2.11 of this Declaration and shall be assessed against that Lot and its Owner as a Special Individual Lot Assessment described in Section 8.5. An easement to permit such entry and work is provided for in Chapter Nine of this Declaration.

Section 5.4 Maintenance Required Because of Negligent or Intentional Acts. In the event the need for maintenance or repair of any part of the reserve areas A or B is caused by the negligent or intentional act or omission of any Owner, of any persons residing on any Lot owned by such Owner, or of any invitee of the Owner or an occupant, the cost of such maintenance and repair shall be part of the Special Expenses as defined above in Section 2.11 of this Declaration and shall be charged against the Owner and any Lot he may own as a Special Individual Lot Assessment as described in Section 8.5.

CHAPTER SIX
REAL ESTATE TAXES

Section 6.1 Association. The Association shall be responsible for the payment of all taxes and government assessments that may from time to time be levied against reserve areas A and B. The cost of paying these obligations shall be part of the General Expenses as defined in Section 2.7 of this Declaration.

CHAPTER SEVEN
INSURANCE

Section 7.1 Liability Insurance for Reserve Areas A and B. The Association shall maintain in effect liability insurance for bodily injury, disease, illness or death and for damage to or destruction of property occurring on, in, about or arising from reserve areas A and B, including but not limited to the storm water retention ponds on those areas. Keeping this insurance in effect shall be part of the responsibility of the Association for safety of those reserve areas.

The dollar amounts of such insurance protection shall be as determined by the Board of Directors, but without a unanimous vote or written consent of that Board shall not be less than \$500,000.00 with respect to bodily injury, disease, illness or death of any one person with an aggregate limit of not less than \$1,000,000.00 with regard to such risks for more than one person. The minimum amount of property damage or destruction coverage shall be \$50,000.00. The Directors and Officers of the Association and all Owners of Lots in The Country Walk and their respective household members shall be listed as additional insureds under this liability insurance coverage.

Section 7.2 Additional Insurance. The Board of Directors may obtain such other insurance as it deems necessary or appropriate in connection with performance of the duties of the Association, including but not limited to financial surety bonds and Officers' and Directors' insurance.

Section 7.3 Insurance Cost to be Part of General Expenses. The cost of all such insurance referred to in Sections 7.1 or 7.2 shall be part of the General Expenses as defined in Section 2.7 above in this Declaration.

CHAPTER EIGHT ASSESSMENTS

Section 8.1 Two Types of Assessments. The Association shall have full power and authority to levy and collect the following two types of assessments:

- (a) General Assessments. These are to be levied to pay the General Expenses as defined above in Section 2.7 of this Declaration. These assessments shall be set at amounts that include not only the funds necessary to pay such current expenses of the Association but also amounts necessary to create reserve funds for maintenance, repairs and replacements of any elements of reserve areas A and B that must be replaced on a periodic basis. These assessments may be divided into monthly, quarterly or semi-annual installments as determined by the Board of Directors.
- (b) Special Individual Lot Assessments. These are to be levied to pay any Special Expenses of the Association, as defined above in Section 2.11.

Section 8.2 Authority of Association to Levy Assessments. The Association, by and through its Board of Directors, shall have full power and authority to levy general assessments against the Lots in The Country Walk and the Owners of those Lots, including Lots which do not abut or adjoin either reserve area A or B. Further, the Association shall have power and authority to levy Special Individual Lot Assessments against such individual Lots and Owners as are referred to in Chapter Five dealing with maintenance, in Section 5.2 dealing with cost of enforcement by the Association, and in any other provision of the Declaration regarding such Special Assessments. Every assessment against a Lot shall be deemed to be against its Owner, and vice versa.

Section 8.3 Obligation of Owners to Pay Assessments. Each Owner, by acceptance of his Ownership interest in a Lot, whether or not it shall be so expressed in the instrument of conveyance, in a Will, or in any other document granting such Ownership interest, shall be deemed to covenant and agree to pay such assessments to the Association when such assessments come due. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Element or abandonment of his Lot.

Section 8.4 General Assessments Shall Be Levied On the Basis of the Number of Dwelling Units. These assessments shall be divided into as many equal shares as there are dwelling units on Lots in the Country Walk, including Lots which do not abut or adjoin reserve areas A or B. Each such Lot shall be assessed the number of those equal shares that is equal to the number of dwelling units on that Lot. This principle does not apply, of course, to Special Individual Lot Assessments.

Section 8.5 Special Individual Lot Assessments. These assessments may be levied as described in Chapter Five dealing with maintenance, in Section 12.5 dealing with the cost of enforcement by the Association, and as described in any other applicable section of the Declaration. When any such assessment is levied, it shall be accompanied by a written explanation of the basis for such action by the Board of Directors, delivered in the manner described in Section 8.14 below.

Section 8.6 Assessments to Be a Lien Against Lots. The General Assessments and Special Individual Lot Assessments, together with late charges, enforcement costs and attorneys' fees, all of which shall be included in the meaning of the word "assessments," shall be a charge or lien on the Lot and Owners against which they are levied.

The right to such a lien shall arise against a particular Lot immediately upon that assessment not being paid to and received by the Association by the date on which it was due and payable. To place a lien against any Lot, a certificate or affidavit therefore must be filed with the Montgomery County Recorder pursuant to authorization given by the Directors of the Association. The lien certificate or affidavit shall contain a description of the Lot, the name(s) of the record Owner thereof, the amount of the unpaid assessments, and shall be signed by an Officer or the manager of the Association as may be designated by its Board of Directors. Such a lien shall remain valid for a period of five (5) years from the date of its recording, unless released or satisfied sooner in the same manner provided by law for release and satisfaction of mortgages on real estate or unless discharged by final judgment of a court having jurisdiction of the matter. Any such lien may be renewed for additional five (5) year terms in the same manner provided by law for renewal of judgment liens.

- (a) Priority. An assessment lien shall take priority over any lien or encumbrance subsequently arising or created against that Lot, except liens for real estate taxes and assessments and liens of first mortgages (as described in subparagraph (c) below).
- (b) Protection of First Mortgage Holder Upon Foreclosure. The Association shall be required to notify the record holder of any first mortgage of record on a Lot, in writing, no fewer than thirty (30) days prior to instituting an action to foreclose an assessment lien. Until the expiration of said thirty (30) days, such holder of a first mortgage shall have the right to cure the default.
- (c) Subordination of the Lien to Mortgages. Assessment liens shall be subordinate to the lien of any first mortgage on the subject Lot, whether signed and recorded before or after the recording of the lien certificate or affidavit. Sale or transfer of any Lot shall not affect the assessment lien, except that sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish such part or all of the assessment lien as relates to assessments which become due prior to such sale or transfer. No sale or transfer whatsoever shall

relieve a Lot from liability for any assessments subsequently becoming due or from a lien for unpaid subsequent assessments. See Section 8.10 below.

- (d) Lawsuit to Discharge the Lien. Any Owner who believes that an assessment lien has been improperly charged against his Lot may bring an action in the Court of Common Pleas of Montgomery County, Ohio for the discharge of that lien. In any such action the court may provide for a discharge of record of all or a portion of that lien or may uphold the validity of the lien in full.

Section 8.7 Assessments to Be Personal Obligations of Owners. Each such assessment shall also be the joint and several personal obligation of the persons who were the Lot Owners at the time any such assessment was levied against their Lot.

Section 8.8 Liability for Assessments Upon Voluntary Transfers of Title. If an interest in the record title of a Lot is voluntarily conveyed or voluntarily transferred at a time when assessments have been levied against such Lot but are still unpaid, the personal obligation to pay such assessment shall immediately extend to and include the new holder of that title interest. That new title holder shall be jointly and severally liable to the Association for all such unpaid assessments, together with any person or entity who or which, under Section 8.7 above, was liable personally for the payment of such assessments prior to the transfer or conveyance of title. The existence of such joint and several liability shall not prejudice any rights of the new titleholder, under the contract or other arrangement through which the Ownership interest was acquired (or by separate agreement), to recover from the previous titleholder any amounts of previously existing and unpaid assessments which the new titleholder is required to pay to the Association. This personal liability for previously existing and unpaid assessments shall be deemed to apply to any such new titleholder whether or not it is set forth in the instrument of conveyance as an assumption of liability. No assumption of such liability by the new titleholder, in and of itself and without an express release signed by the Association, shall release any previous titleholder who was liable personally from his or its liability to the Association for such payment.

The liability created by this section is subject to certain exceptions described in the next two paragraphs.

Section 8.9 Certification of Unpaid Assessment Amounts. The Association shall furnish to any person or organization holding or seeking to acquire an interest in a Lot, upon demand and for a reasonable charge, a certificate as to whether or not the assessments against that Lot have been paid, the amount and due dates of unpaid assessments, and the time period for which such assessments are due. Regardless of the provisions of Section 8.8 immediately above, no new titleholder who obtains such a certificate shall be liable for previously existing and unpaid assessments in excess of the amount set forth in such certificate (for the period reflected in such certificate), nor shall the Ownership interest received by such new titleholder be subject to a lien for any such excess amount of assessments.

Section 8.10 Non-Liability of Foreclosure Sale Purchaser, or a Transferee Who Receives Title in Lieu of Foreclosure, for Past Due Assessments. Notwithstanding the provisions of 8.8 above, any person or entity who acquires an Ownership interest to a Lot as a result of a foreclosure sale or by a deed in lieu of foreclosure, together with successors and assigns of such new titleholder, shall not be liable personally for any unpaid assessments against the Lot in question which became due prior to the foreclosure sale or deed in lieu of the foreclosure. (See 8.6(c) above.)

Section 8.11 Exempt Property. All portions of the Property dedicated to any local public authority utility, as well as all of reserve areas A and B, shall be exempt from the assessments created herein. No land or improvements devoted to residential dwelling use shall be exempt from assessments, however.

Section 8.12 Preparation of Estimated Budget. At least once for every fiscal year, although not necessarily during that year, the Association should estimate the total dollar amount necessary to continue in operation, to pay its General Expenses and to operate and perform its various duties that year, including an adequate reserve fund as referred to in Section 8.1 of this Declaration. Such an estimating procedure may be repeated from time to time for any year and the total dollar estimate changed as the Association deems appropriate. Such estimates shall be referred to as the Estimated Budget of General Expenses. The Estimated Budget amount shall be divided into as many equal shares as there are dwelling units on Lots in The Country Walk, including Lots which do not abut or adjoin either reserve area A or B. Each such Lot shall be assessed that number of those equal shares which equals the number of dwelling units on that Lot.

Section 8.13 Due Dates of Assessments. The due dates for assessments shall be as described in Section 8.15 below, unless otherwise determined by the Board of Directors of the Association.

Section 8.14 Notice of Assessments. Notice of assessments shall be conclusively presumed to have been given to any Lot and the Owner thereof through the Association sending a written notification of the assessment amount to that Owner, postage prepaid, at the last known address for the Owner on the records of the Association, or in lieu of such mailing by placing a copy of the written notification under or on the door of a residence on the Lot owned by that Owner, or by any type of communication to include, notification by phone, email, voice mail, texting or other electronic means, to an approved address provided by that Owner. Adapting to future communication methods commonly in use need not require an amendment but will require advanced approval by that Owner.

A copy of the above-described written notification shall be available for a reasonable time in the office of the Association (or in the office of any person or organization that is managing the Association). Each Owner of a Lot shall be obligated to notify the Association in writing of the address he wishes to be used for notice purposes and of any change in that address and any acceptable types of communication and addresses for said communication.

Once an assessment notice is sent for a Lot and to that Owner of the amount of general assessments, that amount shall be deemed to have been levied and shall be paid by the Owner in subsequent months (or quarters or semi-annual periods, if on such a basis) and continuing into future years without the necessity of additional notice. An additional notice shall be necessary only if and when the amount of such assessments is changed by the Board of Directors.

Section 8.15 When Assessments Are Payable, Acceleration Due Dates. The general assessments to be paid with regard to each Lot shall be due and payable in advance on or before the first day of each calendar period for which levied, i.e. each month, quarter or semi-annual period. If any such installment assessment is not paid for some particular Lot within thirty (30) days after its due date, then (at the option of the Association) the assessments for the remaining period of that calendar year with regard to the Lot shall accelerate so that the total amount of general assessments for that Lot in that year shall be considered to be due and payable immediately.

Special Individual Lot Assessments shall be deemed to have been levied and shall be due and payable in full immediately upon notice of those assessments being given in the manner described in Section 8.14 above. If any such Special Individual Lot Assessment is not paid in full within the next thirty (30) days, all then-outstanding such Special Assessments (together with General Assessments for the remaining periods of the calendar year) with regard to that Lot shall (at the option of the Association) accelerate so that the total amount of pending assessments for that lot shall be considered to be due and payable immediately.

Section 8.16 Failure to Prepare Estimated Budget of General Expenses, Failure to Receive Notice. Any failure or delay of the Association in preparing the Estimated Budget of General Expenses and/or the failure of any Owner to receive the written notification of assessment amounts and of such Estimated Budget (provided the Association follows the notification procedures set forth above) shall not constitute a waiver, release or excuse in any manner of any or each Owner's obligation to pay his proportionate share of such expenses in the form of such assessment installments. If no such Estimated Budget is prepared for a new calendar year and if no amount of General Assessments is determined or set by the Association for that year, or if the Association has failed to give notification of a revised Estimated Budget and revised assessment amounts in the manner required above, each Lot Owner shall still be obligated to pay assessment installments for the new calendar year at the last rate, level or amount of such installments established for the previous calendar year (until the Association revises the budget and sets new assessment installment amounts).

Section 8.17 Late Charges. If any assessment is not paid in full to the Association by 5:00 p.m. on the date it is due, interest will begin to accrue from the due date at a rate of 2% per month until the assessment is paid in full. If payment of said assessment is not received in full by the thirtieth day after the assessment is due, a \$25.00 flat late fee will be charged in addition to the interest charges. Any account that is at all past due is deemed delinquent. Delinquent accounts will also be charged a \$25 administrative fee plus the costs of printing, photocopying, and

mailing all notices and enforcement documents. Additionally, a delinquent account may, at the discretion of the Board of Directors, be referred to a collection agency and be reported to credit agencies. The delinquent Owner will be liable for collection agency fees of up to 40% of the total delinquent account, including late charges, administrative fees and interest charges. Further, a lien may be placed upon the Lot of a delinquent Owner for the total amount of the delinquency, including late charges, administrative fees, interest charges, and attorney's fees and all costs associated with collection. The Board of Directors may waive any fee or charge associated with a delinquent account by affirmative written vote of the majority of the Board of Directors.

Section 8.18 Collection of Assessments, Enforcement of Lien. The Association may bring an action at law against any person or entity personally obligated to pay assessments for the purpose of collecting such assessments. In addition or alternatively, the Association may file a lawsuit to foreclose the assessment lien in the same manner as a mortgage on real property is foreclosed in Ohio (subject to the thirty (30) day advance notice to the holder of any first mortgage of record on the Lot, as required in Section 8.6 (b) above). In a foreclosure action the titleholder of the Lot shall be required to pay a reasonable rental for the Lot (as it may have been improved) during the time the foreclosure action remains pending, and the Association as plaintiff in such action shall be entitled to the appointment of a receiver to collect such rent. In any action at law for collection of unpaid assessments, and in any assessment lien foreclosure lawsuit, expenses incurred by the Association in attempting to collect the assessments, including without limitation legal fees and court costs, shall be added to the amount of any judgment. The Association shall be entitled to become a purchaser at any such foreclosure sale.

CHAPTER NINE EASEMENTS

Section 9.1 Easement for Enjoyment of Retention Ponds. Each Owner of any Lot which abuts and adjoins reserve area A or B shall have an easement to use and enjoy all portions of the retention pond on the particular reserve area adjoining his Lot, together with a right of ingress and egress over that reserve area to the extent necessary to exercise this easement. The easement and that ingress and egress right shall be subject to any restrictions and limitations in this Declaration. This easement is referred to above in Chapter Three.

Section 9.2 Easement for Maintenance. The Association shall have an easement over, under and through all Lots and reserve areas A and B (including corridor portions which connect reserve area A to adjoining streets) for ingress and egress and to allow the Association to perform its maintenance duties and other obligations and exercise its rights as set forth in this Declaration.

Section 9.3 Drainage Easement and Indemnification. Every Lot is subject to a drainage easement so as to allow storm and surface water to be conveyed across the Lot and eventually to the retention ponds on reserve areas A and B. There is one or more drainage swale areas on

every Lot, and the drainage easement provided in this section shall be deemed to exist over those drainage swales. No Lot Owner nor any other person may attempt to relocate, fill in or otherwise obstruct any drainage swale-easement area, nor may any Lot Owner permit such action by any other person. Every Lot Owner is obligated to indemnify, defend and hold the Association harmless from any liability or damage resulting from any interference with this drainage easement or any alteration of the drainage swale areas on the Lot.

Section 9.4 Easement for Use of Retention Ponds on Reserve Areas A and B. The retention ponds on reserve areas A and B are for the benefit of all Lots in Section One of The Country Walk and for the benefit of the Additional Property, whether or not it is added as subsequent stages of The Country Walk. Accordingly, all Lots in The Country Walk and all of the Additional Property (whether or not added to The Country Walk) shall be deemed to have and also be subject to whatever easement rights are necessary and appropriate to pass storm and surface water accumulating on those Lots and land on to other Lots and eventually into those retention ponds.

Section 9.5 Easement for Connection to Utilities. The Additional Property shall have an easement to connect to utility lines and facilities within The Country Walk, whether or not it is added to that development.

CHAPTER TEN **USE RESTRICTIONS**

Section 10.1 Detached Single Family Dwellings in Section One of The Country Walk. All Lots in Section One of The Country Walk shall be known and described as residential Lots. No structure shall be erected on any such Lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, exclusive of any basement, plus a private garage for not less than two (2) cars attached to that residence (unless otherwise approved in writing and in advance by the Board of Directors). Subsequent stages added as additional plat sections may contain some multi-family Lots.

Section 10.2 Development Standards. The following development standards may be enforced by the Association through civil court proceedings at law or in equity against the person (s) violating or attempting to violate any of these standards, either to prevent such violation or to recover damages resulting therefrom.

As an alternative method of enforcement, the Association may enter onto the Lot in question to perform whatever work is necessary to eliminate a violation of and to enforce these development standards. The cost to the Association of doing so shall be a Special Expense and shall be levied as a Special Individual Lot Assessment.

Where a violation of the standards in this paragraph is deemed by the Board of Directors to exist, the Board may refer the violation to legal counsel for any appropriate action legal counsel deems necessary including but not limited to violation letters, a civil lawsuit, and a request for

injunctive relief. All attorney's fees and costs incurred by the Association for enforcing the Declaration and/or administering this enforcement policy shall be levied as a Special Individual Lot Assessment to the Owner who is in violation or who owns the Lot in violation.

Any improvements, including but not limited to structures, driveways, sidewalks, fences, that were installed without written Board of Director approval and that does not meet the criteria set forth in the Declaration will be allowed to remain only at the discretion of the Board of Directors. Any alteration, changes, repairs, or replacement to the improvements referred to in this paragraph requires approval by the Board of Directors.

When a home is sold the new Owner must comply with these standards as if it were the original home. Modifications to that property that have not been approved by the Association will require a new request for approval by the new Owner. Any maintenance needed to comply with the standards herein must be accomplished to bring the property up to the standards.

- (a) The front yard, both side yards and five (5) feet from the house into the rear yard must be sodded on each Lot. The remaining portion of each rear yard must be either sodded or seeded. On corner Lots, both front yards must be sodded.
- (b) Landscaping requirements shall be a minimum of two (2) front yard shade trees of a species approved by the Board of Directors (excluding silver maples) two and one-half (2½) inches or larger in diameter, plus evergreen foundation plantings of species and size approved by the Board of Directors, planted at a minimum interval of six (6) feet center to center.
- (c) Each Lot Owner shall finish grade elevations in accordance with the approved grading plan for the subdivision. The top of the foundation or slab must be a minimum of thirty (30) inches about the average curb elevation along the Lot.
- (d) Before the residential structure on any Lot is complete and before any part of that structure is occupied as a residence, the Owner of that Lot shall install a poured concrete driveway and concrete driveway approach. If required by Miami Township, Ohio, each Lot Owner shall install poured concrete sidewalks prior to the structure on that Lot being occupied as a residence. In any event, the installation of such driveways, driveway approaches and sidewalks must be completed by each Lot Owner no later than six (6) months after the deed of the Lot to that Owner was recorded in the office of the Recorder of Montgomery County, Ohio. If the requirement of such sidewalks is imposed by Miami Township only after residential occupancy of the structure on a particular Lot has occurred, the

Lot Owner shall be required to install and/or pay for such sidewalks only to be extent that the obligation is imposed upon him by a sidewalk assessment levied under Ohio statutes.

- (e) No building may be located nearer to the front Lot line or the side street Lot line than the building set back line as depicted on the recorded plat of the subdivision.
- (f) Solar panels must be approved or disapproved in writing and in advance by the Board of Directors.
- (g) Roof pitches or slopes must be 7/12 or more.
- (h) No aluminum or vinyl siding may be used. All exteriors shall be built of natural materials. No T1-11 or 4x8 sheet siding may be used. The only vinyl windows which may be used are those known as Trend Setter; any other windows must be of wood.
- (i) Each dwelling unit shall have a mailbox for street delivery. That mailbox shall be a cedar wrapped mailbox, mounted on a post as shown in Exhibit E. That mailbox and post must be painted the same color as the house located on the Lot. The front of the mailbox may be covered by wood or metal as long as it is painted the same color as the house on that Lot.

Brick mailboxes of the type shown in Exhibit E, are allowed if the brick used for construction of the mailbox matches that of the house on that Lot.

Any other mailbox requires prior, written approval by the Board of Directors.

- (j) Every Lot Owner shall install an individual lamp post controlled by a photoelectric cell at each driveway on his Lot, five (5) feet from the street right-of-way line.
- (k) Every Lot Owner shall leave all sanitary sewer manholes, storm sewer manholes, water main valve boxes and water tap box uncovered and exposed to finish grade after sodding and seeding of the yards and installation of walks and driveways.
- (l) No pump or piping device shall discharge sump pump effluent onto a public right-of-way without approval of the Board of Directors and the Montgomery County Engineer. No sump pump effluent shall be discharged into the sewer system.

- (m) The total floor area of the main structure of each detached single family dwelling, exclusive of open porches, the garage and steps, shall be not less than thirteen hundred (1,300) square feet for a one (1) story dwelling, a sixteen hundred (1,600) square feet for a two story dwelling, and fourteen hundred (1,400) square feet for a tri-level dwelling.
- (n) Every Lot Owner shall be responsible for any damage to curbs, water tap boxes, manholes and catch basins on or in the right-of-way adjacent to and abutting his Lot.
- (o) Each Lot Owner shall be responsible for cleaning up after his contractor, sub-contractors or other persons engaged by him who have caused mud or debris to be deposited on streets of The Country Walk or adjacent streets. Such cleaning up shall be accomplished on the same day that the mud or debris problem occurs. This obligation shall not prevent the Lot Owner from requiring that his contractor, sub-contractors or other such persons take responsibility for this clean-up work, but such an arrangement shall not relieve the Lot Owner from his obligation to be responsible for the clean-up work being performed correctly and in a timely manner.

Section 10.3 Accessory Structures. No additional and/or accessory structures of any nature whatsoever shall be erected above ground on any Lot in addition to the residential building, excepting the following:

1. One storage container may be installed with prior approval in writing by the Board of Directors. It must be made of composite non-deteriorating material placed against the rear of the house. The dimensions must not exceed 60"W x 79"D x 54"H. The unit and lid must be securely fastened down so it is unable to be blown by the wind.

Section 10.4 Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood of Lot Owners at The Country Walk, nor shall anything be done thereon which has been determined by an affirmative majority vote of the Board of Directors to be a nuisance to the neighborhood of Lot Owners at Country Walk. A nuisance at The Country Walk includes but is not limited to harassment and/or interference by an Owner, member, or their guest or tenant toward a member of the Board of Directors or toward vendors hired by The Country Walk while said Board members or vendors are performing their duties on behalf of the Association. Unless there is an emergency, members, Owners or their tenants shall contact members of the Board of Directors with Association business by using the contact information provided to the community from the Board of Directors.

The following are some examples of a nuisance at The Country Walk; interfering with the comfort, convenience, or health of an occupant, foul odors that interfere with another Owners' enjoyment of their home, noxious gases, smoke, dust, excessive light, public yelling or cursing, indecent exposure or gestures, loud continuous noise such as audio systems or radio, especially songs with offensive language or TV, having parties or gatherings that are noisy or are excessively exuberant.

If the Board of Directors seeks legal counsel to enforce this provision of the Declaration, the costs and fees, including attorney's fees associated with the same are charged to the Lot and its Owner as a Special Individual Lot Assessment. These fees include all work done toward efforts of enforcing this provision of the Declaration, including, but are not limited to: phone calls, research, written communication, as well as actual expenses incurred by the Association (delivery/postal fees, copies, etc.).

Section 10.5 Signs/Clothes Lines. No signs of any kind shall be displayed to the public view on the Property, whether free standing or attached to any building or improvement, except:

- (a) A permanent entrance sign on reserve area B;
- (b) One sign on any Lot no larger than nine (9) square feet in size (on each side) advertising that Lot or a dwelling upon it as being for sale;
- (c) One street number and/or resident identification name plate on any Lot (in addition to mailbox identification) no larger than one (1) square foot in size (on each side);
- (d) Street and traffic control signs erected by or through Miami Township or Montgomery County, Ohio (or any government which subsequently takes control of the property); and
- (e) Signs approved in advance by the Board of Directors as being for the benefit of The Country Walk on a whole.
- (f) No exterior clothes poles, lines, or hanging of clothes are allowed.

Section 10.6 Restrictions on Residences. No trailer, tent, shack or garage, nor any basement without a residential structure on top of it, shall be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence on any Lot.

Section 10.7 Exterior Wiring, Antennas or Installations. No exterior wiring or antennas shall be permitted on the exterior portion of any building or additional above ground structure on any Lot

except for wireless cable antennas approved in writing in advance by the Board of Directors. No window air conditioners are permitted.

Section 10.8 Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind may be raised, bred or kept upon or in any portion of the properties, except that dogs, cats or other household pets may be kept in and upon Lots but not commercial purposes.

Section 10.9 Trash Storage/Material Storage. Trash containers must be coverable (except the small Recycle open boxes, to which all other restrictions herein apply do not have to be coverable), waterproof, and resistant to insects, rodents, and animals. Trash containers must be stored inside the dwelling unit of any Lot except on days of trash collection. Any containers that are approved by the Board to be stored outside must not be visible to the street or a neighbor.

Trash containers shall not be put out near the street until one hour before dusk on the evening preceding the day of trash collection. Any excess trash, rubbish, or garbage of any kind which is placed near the curb must be tied in trash bags, bundled, or otherwise secured, including small recycle open boxes, to prevent it from being scattered about the community.

If trash collection is picked up regularly after 8:00 a.m. it is recommended that trash be put out the morning the day of trash collection.

Containers for the Yard Waste & Organics Recycling Program must be maintained and placed in such a manner so that no odor is offensive to any neighbors. In the event that the Board of Directors determines by a majority affirmative vote that a Lot Owner's containers for the Yard Waste & Organics Recycling Program are offensive, the Board may provide written notice to the Owner and removal of offensive containers for the Yard Waste & Organics Recycling Program must take place within twenty-four hours.

The outdoor storage of any building materials or other items for a continuous period exceeding fifteen days is prohibited except during actual building proceedings where the Board of Directors has been given written notice of said building proceedings and their expected duration. Functional working bicycles and play equipment, firewood, patio furniture, and Board approved patio equipment are allowed. The storage on any Lot of highly flammable and explosive materials is prohibited.

Section 10.10 Open Fires. The only fires permitted on individual Lots are fires in an outdoor grill or a small portable fire pit. The use of such units must be in accordance with Miami Township Fire Department regulations.

Section 10.11 Trailers Boats, Motor Homes Recreational Vehicles. No trailer, boat, motor home or recreational vehicle of any kind shall be parked on any Lot, other than within an enclosed garage.

Section 10.12 Further Subdivision. No Lot on any plat section of The Country Walk shall subsequently be subdivided into smaller parcels for the location of additional residences.

Section 10.13 Fences. No chain link fence, metal fence, wooden stockade fence (with long poles, planks, or boards and pointed tops), or any fence not pre-approved by the Board of Directors, will be permitted on any Lot. No fence may be greater than six feet in height. No fence may be any further forward on the Lot than the rear of the house. If the fence is to be brought forward past the rear of the house to encompass a side door entry, written permission from the Board of Directors must first be obtained. All fences must be contained within the Lot Owner's property line boundary. The Owner of a fence on any Lot is responsible to maintain the outside edge of the fence free of uncut grass, weeds, or other debris. The Owner of a fence on any Lot is responsible to maintain the fence so it does not show deterioration or damage. All fences must be maintained in compliance with Section 10.2. In the event an Owner does not properly maintain their fence or the area around their fence, the Association may enter upon such Lot and perform said maintenance with the cost of said maintenance to be charged to the Owner as a Special Individual Lot Assessment.

Section 10.14 Prohibition Against Entrance Upon or Use of Reserve Area A and B Except by the Association and Abutting Owners. No persons may enter upon or use a particular reserve area other than the Association, and Owners of Lots abutting that reserve area, together with persons residing on those Lots, and the invitees of any such persons or organizations. This shall not bar entrance by properly authorized government representatives.

CHAPTER ELEVEN **ARCHITECTURAL CONTROL**

Section 11.1 Initial Approval by the Association. The following appearance standards may be enforced by the Association by any civil court proceeding at law or in equity against the person(s) violating or attempting to violate any of these standards, either to prevent such violation or to recover damages resulting therefrom. The Association shall be entitled to recover its attorney fees and costs, reasonably incurred, in the enforcement efforts, including but not limited to preparation for and prosecution of such litigation, for violation of any of these standards.

- (a) No building, fence, wall or other structure or improvement (including paving or other surfaces) shall be commenced, erected or maintained upon any Lot until and unless plans and specifications showing the nature, kind, shape, height, color, materials and location of all its aspects have been submitted to and approved in advance in writing by the Association as to harmony of external design, general appearance and location in relation to surrounding structures, improvements and topography. The color of any improvement must be compatible with the primary colors of the house on the Lot which are typically in earth tones such as beige,

taupe, tan, white, off-white, grayed blue, dove gray, sage green, or butter cream yellow. Approval or disapproval of plans for the first house shall be based on Board of Director's judgment of what would be appropriate. The plans and specifications shall include floor plans and elevations showing all four (4) sides of every residential structure.

- (b) If the Association fails to mark on one set of the documents "approved", "disapproved" or "modified" (identifying the modifications) and to date and sign that notation, all within fifteen (15) days after the Association received complete plans and specifications, the documents and the proposed improvement shall be deemed to have been rejected and declined as submitted.
- (c) One copy of the documents, so marked, shall be returned to the Lot Owner. Another copy, so marked, shall be retained by the Association. In this way the Association will be able to maintain a record of the approved original construction and of subsequent approval modification.

Section 11.2 Architectural Committee. The Board of Directors of the Association may appoint three (3) separate persons as an architectural committee but shall not be required to do so. That committee shall have the responsibility of acting under this chapter of the Declaration. In the absence of the appointment of such separate persons, the Directors themselves shall have all the powers and duties granted to, and shall be deemed to be, that committee.

Section 11.3 Advance Written Approval of Exterior Changes and Additions. The Association must approve exterior changes and additions through its architectural committee as referred to above in Section 11.2.

Section 11.4 Removal of Structures, Improvements Violating This Chapter. Any structure or improvement commenced, erected or maintained in violation of this chapter may be required by the Association to be removed at the expense of the Lot Owner. If not so removed within a reasonable time after a written notice from the Board of Directors, delivered in the manner described in Section 8.14 above, the Board of Directors shall have full power and authority to remove the structure or other improvement and to charge the costs of doing so, including attorneys' fees, to that Lot and its Owner as a Special Individual Lot Assessment.

CHAPTER TWELVE **MISCELLANEOUS**

Section 12.1 Duration, Time Limits. The covenants, conditions and restrictions contained in this Declaration shall run with the land perpetually, but subject to amendments made according to the terms of this Declaration. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of

- (a) the rule against perpetuities or some analogous statutory provision; or
- (b) any rule restricting restraints on alienation which continue for any indefinite time.

Section 12.2 Amendments. Any provision of this Declaration may be amended at any regular or special meeting of the members of the Association in the manner provided in this Section 12.2 except that no amendment may:

- (a) Restrict, condition or eliminate the Declarant's right to add part or all of the Additional Property;
- (b) Change these requirements with regard to amendments, or
- (c) Change the requirements as to Ownership, control and maintenance of the retention ponds on reserve areas A and B and the provisions regarding assessments to pay for the expenses of such activities.

Amendments made under this Section 12.2 shall require the affirmative vote and/or written consent of at least a majority of the total number of votes held by the members, but this shall not include any voting rights then under suspension by action of the Board of Directors.

Any amendment adopted in this manner shall be placed in writing, shall be signed and acknowledged by the president and by the secretary or some other officer of the Association who shall certify that such a vote occurred and/or written consent was obtained. There is no requirement that the amendment itself need be signed by all members voting in favor thereof or giving their written consent. No amendment shall be effective, however, until it is recorded in the office of the Recorder of Montgomery County, Ohio, together with a description of all Lots then subject to this Declaration.

Section 12.3 Corrective Amendments. The Association may, at any time and without voted approval or consent of members of the Association, make amendments to the Declaration which merely correct errors in typing, sentence style, grammar, arithmetic, or errors on the plats of subdivisions which form one or more of the stages or phases of this development. Any such amendment will become effective upon being recorded in the office of the Recorder of Montgomery County, Ohio together with an acknowledged statement from the secretary or acting secretary of the Association stating:

- (a) the date of the meeting of the Board of Directors of the Association;
- (b) that a true and accurate copy of the amendment is attached to the statement, and that it makes no changes other than the corrections referred to above; and

- (c) That the person making the statement is the president, vice-president or secretary of the Association.

Section 12.4 Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 12.5 Cost of Enforcement. Any and all costs of enforcement efforts by the Association under any provision of this Declaration, including but not limited to costs, fees and expenses of attorneys and court costs, shall constitute a Special Individual Lot Assessment against the Lot and its Owner, against whom such enforcement was sought and against the Owner of that Lot.

Section 12.6 No Waiver or Estoppel. Failure or delay by the Association or its Board of Directors, or by any Owner member to attempt to enforce any covenant, restriction, condition, obligation, easement, reservation, right, lien or other provision of this Declaration shall in no event be deemed a waiver or estoppel of the right to enforce at a later date that or any other provision of the Declaration against the original violation or any subsequent violation, nor shall the doctrine of laches bar any such enforcement at a later date since every Lot Owner took title with record notice of the contents of this Declaration, and failure to be aware of the requirements of this Declaration and to abide by them constitutes fault so that the Lot Owner is not an innocent party and must bear the consequences of such failure, regardless of delay or previous non-enforcement.

Section 12.7 Association and Board of Directors Responsibility. In carrying out the provisions of this Declaration and in performing any of the rights, duties and obligations created or referred to herein, the Association, its Officers, members of the Board of Directors and agents and employees of any of them shall be required to exercise reasonable care only and in no way shall be deemed absolutely liable nor shall be deemed insurers.

Section 12.8 Service of Documents. Service of process and other legal documents upon the Association may be made upon such person as is named the statutory agent of the Association through a filing with the Secretary of State in Columbus, Ohio.

CHAPTER THIRTEEN **MORTGAGEE PROTECTION; SECONDARY MARKET REQUIREMENTS**

If the provisions of this Chapter conflict with any other provisions of this Declaration or of the Articles of Incorporation or the By-Laws of the Association, the language of this Chapter Thirteen shall prevail.

Section 13.1 Assessment Lien Subordinate to First Mortgages. This Declaration states in Section 8.6 (c) that assessments liens are subordinate to the lien of any first mortgage on a lot,

whether that mortgage is signed and recorded before or after recording of the assessment lien certificate or affidavit.

Section 13.2 Transfer of Any Lot Through Mortgage Foreclosure or Any Proceeding in Lieu Thereof Extinguishes Previous Assessment Lien. Section 8.6 (c) of this Declaration also states that sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof will extinguish that part of the assessment lien relating to assessments which became due prior to such sale or transfer. Section 8.10 declares that a new title holder who takes title through such foreclosure or a proceeding in lieu thereof has no personal liability for unpaid assessments against that Lot which became due prior to the foreclosure sale or deed in lieu.

Section 13.3 Notice Information. Each holder, insurer or guarantor of a first mortgage who has filed with the Association a written request for notice shall be entitled to a timely written notice of:

- (a) any condemnation or eminent domain proceeding and any loss or taking resulting from such a proceeding which affects any part of the real estate subject to this Declaration.
- (b) substantial damage or destruction which causes loss in excess of ten thousand dollars (\$10,000.00) to any part of the real estate subject to this Declaration.
- (c) any default in performance by an individual Lot Owner of any duty or obligation existing under the Declaration or the Articles of Incorporation or By-Laws of the Association, including but not limited to the nonpayment of assessments which is not cured within sixty (60) days after the Association learns of such default. The notice of such default is to state the length of time which the Lot Owner has been delinquent.
- (d) any cancellation, lapse or material modification which reduces coverage of any insurance policy or fidelity bond maintained by the Association.

Section 13.4 Access to Information. The holder of a first mortgage on any Lot who requests it, giving five business days notice, will be entitled to:

- (a) examine the books and records of the Association during normal business hours and/or a previously agreed upon time and location; and
- (b) review any financial statements and other financial data as the Association may distribute or make available to Lot Owners.

Section 13.5 Management Contract. Any agreement for professional management of the Association may not exceed a term of one (1) year, but may be renewable for one year at a time by agreement of the parties. Any such management agreement must provide for termination by either party without cause on thirty (30) days written notice, without payment of a termination fee.

Section 13.6 Distribution of Insurance and Condemnation Proceeds. No provision of the Declaration or Association legal documents shall be interpreted to give any Lot Owner or any other party priority over rights of the first mortgagee of that Lot as to distribution of insurance proceeds or condemnation awards for losses to or takings of all or any part of that Lot.

Section 13.7 Protection of Reserve Areas. The holders of first mortgages on Lots may, singly or jointly, pay taxes or other charges which are in default and which may have become a lien on either reserve area A or B and may also pay overdue premiums on hazard insurance policies or obtain new hazard insurance coverage on the lapse of such a policy for the reserve areas. Any first mortgagee making such a payment shall be due immediate reimbursement from the Association.

Section 13.8 Reserve Funds. Section 8.1 of this Declaration requires that the general assessments include adequate reserve funds for maintenance, repairs and replacement of those elements of reserve areas A or B that must be replaced on a periodic basis.

Section 13.9 Seventy-five Percent (75%) of Members of the Association Required to Approve Certain Matters. The following matters shall require the affirmative vote or written consent of seventy-five percent (75%) of voting power of members of the Association:

- (a) any amendment of this Declaration which seeks to change the method of determining the obligations, assessments, dues or other charges which may be levied against any Lot.
- (b) any act or omission which seeks to abandon, partition, subdivide, encumber, sell or transfer any part of reserve areas A or B. The granting of easements for public utilities or other public purposes consistent with the intended uses of the reserve areas shall not be deemed to transfer within the meaning of this clause, but in any event any such action must have the written approval of the Montgomery County Engineer and/or of Miami Township in Montgomery County, Ohio.
- (c) use of hazard insurance proceeds for losses to reserve area A or B for other than repair, replacement or construction of such area.
- (d) any decision of the Association to terminate professional management and assume self-management, if and to the extent that such professional management was

previously made a requirement by a holder, insurer or guarantor of any first mortgage on a Lot.

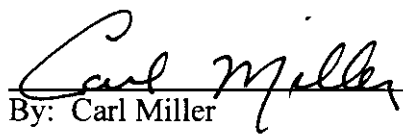
- (e) failure to maintain fire and extended coverage on insurable elements of reserve areas A and B, if any exist, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value.
- (f) abandonment or termination of the Association, except as provided by Ohio non-profit corporations statutes, and even then only as long as another non-profit corporation has been created to act as the Association required by this Declaration, with all assets of this Association transferred to that new corporation, or if those assets have been dedicated or transferred to (and accepted by) an appropriate public agency to be used for purposes similar to those for which this Association was created, and if such dissolution, dedication or transfer has been approved by written consent of the Montgomery County Engineer and/or Miami Township in Montgomery County, Ohio.

IN WITNESS WHEREOF, pursuant to Chapter 12, Section 12.2 of the Declaration, the President of The Country Walk Association has executed this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Residential Real Estate Subdivision to be known as The Country Walk and does hereby certify that this Amended and Restated Declaration was duly adopted in accordance with the provisions of the Declaration and that the affirmative vote of a majority of the total number of votes held by each class of members. This Amended and Restated Declaration is executed this 21 day of MARCH, 2014.



Jeffrey G. Wren
Notary Public
In and for the State of Ohio
My Commission Expires
October 20, 2015

THE COUNTRY WALK ASSOCIATION


By: Carl Miller
Its: President

STATE OF OHIO

)
) SS:
)

COUNTY OF MONTGOMERY

The foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Residential Real Estate Subdivision to be known as The Country Walk was sworn to and subscribed before me by Carl Miller, President of The Country Walk Association, an Ohio non-profit corporation, by and on behalf of the Association on the 21 day of MARCH, 2014.



Jeffrey G. Wren
Notary Public
In and for the State of Ohio
My Commission Expires
October 20, 2015

Jeffrey G. Wren

NOTARY PUBLIC

IN WITNESS WHEREOF, pursuant to Chapter 12, Section 12.2 of the Declaration, the Secretary of The Country Walk Association has executed this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Residential Real Estate Subdivision to be known as The Country Walk and does hereby certify that this Amended and Restated Declaration was duly adopted in accordance with the provisions of the Declaration and that the affirmative vote of a majority of the total number of votes held by each class of members. This Amended and Restated Declaration is executed this 21 day of March, 2014.



Jeffrey G. Wren
Notary Public
In and for the State of Ohio
My Commission Expires
October 20, 2015

THE COUNTRY WALK ASSOCIATION

Carolynn J. Hellman

By: ~~Carol Pyska~~ CAROLYNN HELLMAN
Its: Secretary

STATE OF OHIO)

)SS:

COUNTY OF MONTGOMERY)

The foregoing Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Residential Real Estate Subdivision to be known as The Country Walk was sworn to and subscribed before me by Carol Pyszka, Secretary of The Country Walk Association, an Ohio non-profit corporation, by and on behalf of the Association on the 21 day of MARCH, 2014.



Jeffrey G. Wren
Notary Public
in and for the State of Ohio
My Commission Expires
October 20, 2015

[Handwritten Signature]
NOTARY PUBLIC

This Instrument Prepared by:
Lisa M. Conn, Esq.
CUNI, FERGUSON & LeVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513)771-6768

Exhibit "A"

LEGAL DESCRIPTION

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio and being Lots 1 through 48, inclusive, of The Country Walk Section 1, the plat for which is recorded at Plat Book 156, Page 48 of the Plat Records of Montgomery County, Ohio.

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio and being Lots 49 through 98, inclusive, of The Country Walk Section 2, the plat for which is recorded at Plat Book 159, Page 45 of the Plat Records of Montgomery County, Ohio.

Situate in Section 11, Township 2, Range 5 M.Rs., Township of Miami, County of Montgomery, State of Ohio and being Lots 98 through 153, inclusive, of The Country Walk Section 3, the plat for which is recorded at Plat Book 165, Page 24 of the Plat Records of Montgomery County, Ohio.



The State of Ohio

Bob Taft

Secretary of State

869610

Certificate

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:

THE COUNTRY WALK ASSOCIATION

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 9503 at Frame 0019 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 7TH day of APRIL ,

A.D. 19 94



Bob Taft
Bob Taft
Secretary of State

ARTICLES OF INCORPORATION

OF

THE COUNTRY WALK ASSOCIATION

Prepared by:

JAMES R. GOULD
Attorney at Law
4305 Delco Dell Road
Dayton, OH 45429-1210
Daytime: (513) 296-2456
Home: (513) 293-5446

APPROVE
By: [Signature]
Date: 4/9/12
Amount: \$250
940907467

ARTICLES OF INCORPORATION

OF

THE COUNTRY WALK ASSOCIATION

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

ARTICLE I

NAME

The name of this non-profit corporation shall be The Country Walk Association.

ARTICLE II

LOCATION

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

ARTICLE III

DEFINITIONS

Terms used in these Articles of Incorporation shall have the same meanings as defined in the Declaration of Covenants, Conditions and Restrictions that will be recorded to establish a residential real estate development to be known as The Country Walk, Section One (together with any additional plat sections subsequently added to that real estate development so as to be made subject to said Declaration).

ARTICLE IV

PURPOSE AND POWERS

This non-profit corporation, sometimes referred to as the Association, does not contemplate pecuniary gain or profit to its members, and the general purpose for which it is formed is to act as the owners' association for the real estate development referred to above, i.e. The Country Walk. That real estate development will be created by filing for record with the Montgomery County Recorder a Declaration of Covenants, Conditions, and Restrictions (the Declaration) applicable to that development, and then similarly recording a record plan (sometimes known as a plat) of 14.632 acres to be known as The Country Walk, Section One, which incorporates the Declaration by reference.

There is a possibility that The Country Walk will be expanded in the future by adding more land. The Declaration describes the land which may be so added to the development and defines it as the Additional Property. If and when part or all of that property is subdivided and added to the development of The Country Walk, it will be through the process of additional plats being filed as Sections Two, Three, etc., with the plat covenants making the additional Lots subject to the provisions of that Declaration.

The subsidiary purposes for which this Association is formed include providing an entity (this Association) to hold ownership of and to provide for the maintenance of reserve areas A and B (those parcels being identified as such on the plat of Section One and being the location of storm water retention ponds) and administering all provisions of the Declaration. For all of these purposes the Association shall have power:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, in these Articles and in the By-Laws of this Association, as those documents may be amended from time to time;

(b) to fix, levy, collect and enforce payment of all assessments and charges levied pursuant to the terms of the Declaration;

(c) to pay all expenses incurred by the Association for or incidental to the exercise of the powers of this Association or to accomplish its purposes, and also to pay real estate taxes and assessments levied against reserve areas A and B;

(d) to acquire by any method and to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with affairs of this Association;

(e) to borrow money and (with the assent of two-thirds of each class of members, such assent to be given by oral vote, written proxy, or other form of written consent at, for or in connection with a meeting of members called to discuss and/or decide such matter) to pledge, assign or encumber any or all of its personal property, including accounts receivable in the form of unpaid assessments and also including assessment liens, all as security for money borrowed or debts incurred;

(f) to obtain, pay for and maintain insurance for the protection of land subject to the Declaration and of owners and occupants of any portion of the property subject to the Declaration, to the extent permitted or required by the Declaration, including but not limited to general or public liability insurance, fire and extended coverage insurance on improvements, vandalism and windstorm insurance, financial surety bonds, and officers' and trustees' insurance;

(g) to do any and all other things necessary, expedient, incidental, appropriate or convenient to the carrying-out of the foregoing purposes, or which will promote the common benefit and enjoyment of the occupants of the Lots included within The Country Walk, to the extent not prohibited from doing so by the terms and conditions of the Declaration; and

(h) to have and exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation laws of the State of Ohio may now or hereafter have or exercise under the state statutes, to the extent not inconsistent with the purposes of this Association or the terms and conditions of said Declaration.

ARTICLE V

MEMBERSHIP; VOTING RIGHTS

At the outset, the Association shall have two classes of membership, Class A and Class B.

Class A. When the plat of Section One of The Country Walk is recorded, every owner of an interest in the fee simple title of a Lot which abuts and adjoins either reserve area A or B shall be a Class A member of this Association. At a later date this Class A membership shall be expanded to include every owner of an interest in the fee simple title of each remaining Lot which is subject to the Declaration (i.e. those lots which do not abut and adjoin either reserve area A or B).

This membership expansion shall occur automatically the day after the Declarant, Duckro Development Co., Inc., conveys to other owners all of its interest in every Lot which is subject to this Declaration and to any part of the Additional Property not yet made part of The Country Walk. Class A membership excludes the Declarant for as long as the Class B membership exists.

Class B. The Class B member shall be the Declarant. This category of membership shall cease and shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(a) when three-fourths of all Lots which are subject to the Declaration have been conveyed by the Declarant to other owners. If this occurs before all the land which may be added to The Country Walk (as described in Article IV) has been made a part of this development, and if part or all of that land is subsequently added to The Country Walk so as to create an additional number of residence Lots owned by the Declarant, with the result that the proportion of Lots conveyed away by the Declarant is decreased below said three-fourths, then and in that event the Class B membership shall be recreated automatically in the same manner and in the same condition as that in which it existed originally; or

(b) On March 1, 2004.

When the Class B membership has terminated and there is no possibility of its being recreated, the Association shall have only one class of membership, Class A.

Membership does not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership is mandatory in that it shall be appurtenant to and shall not be separated from ownership of a Lot, and shall terminate upon the sale or other disposition of the ownership interest in the Lot, at which time the new titleholder automatically shall become a member of the Association.

Owners of Lots shall include purchasers under land installment contracts as those instruments are defined in Ohio Revised Code, Chapter 5313, but only to the extent such contracts are recorded with and by the Recorder of Montgomery County, Ohio so as to give record notice of their existence. With regard to other forms of executory contracts of the sale of a Lot, the contract sellers shall still be deemed to constitute the "Owners" of each such Lot for the purpose of membership in this Association until the sale or other disposition is completed.

Voting rights. Each Lot owned by one or more Class A members shall be entitled to one vote. The Class B member, i.e. Duckro Development Co., Inc., the Declarant, shall be entitled to three votes for each Lot it owns. When more than one member holds a portion of the title to any Lot, each member may cast his or her fractional share of the vote for that Lot, based on the share of the title he or she owns, but in no event shall there be deemed to be more than one vote for any Lot (except as to Lots owned by the Declarant while it is the Class B member).

ARTICLE VI

TRUSTEES

The affairs of this Association shall be managed by a board of trustees. All trustees shall be natural persons. Further, every trustee must be a member of the Association (or a duly authorized representative of an entity which is a member) except for any person serving as trustees through being named in these Articles of Incorporation or through subsequent appointment by the Declarant. The number of trustees may be changed by a vote of the members of the Association (after membership is expanded as described in Article V above) as provided in the By-Laws, but in no event shall the number of trustees shall be less than three. The names and addresses and the terms of office of the persons who are to act in the capacity of initial trustees (and who shall be deemed to have been appointed by the Declarant) are set forth below:

<u>NAME</u>	<u>ADDRESS</u>
John E. Duckro, Sr.	5425 Spice Bush Dayton, Ohio 45429
Thomas Smith	6400 Bigger Road Centerville, Ohio 45459
John E. Duckro, Jr.	214 Marchester Drive Dayton, Ohio 45429

Term of office. The term of each trustee appointed in these Articles of Incorporation shall be for three (3) years, or until membership in the Association is expanded to include the owners of all Lots subject to the Declaration and the members then elect a new board of trustees, whichever occurs later. A special meeting of members shall be called after the membership is so expanded, and at that meeting an election shall be held to replace those trustees holding office through appointment in these Articles (or subsequent replacement appointment by the Declarant). Matters regarding that election and the terms of elected trustees are set forth in the By-Laws of the Association.

Any trustee holding office through appointment in these Articles (or through subsequent appointment by the Declarant) may resign prior to expiration of his/her term, and may also be removed by the Declarant with or without cause. Any vacancy caused by resignation, removal or death of such appointed trustee may be filled by the Declarant appointing a successor trustee for the balance of the unexpired term.

ARTICLE VII

DISSOLUTION

The Association may be dissolved, in the manner provided by the non-profit corporation statutes of Ohio, as long as another non-profit corporation has been created to act as the association which is required by the Declaration and as long as all assets of this Association have been transferred to the new association. In addition, the Association may be dissolved in similar manner if all its assets have been dedicated or transferred to (and accepted by) an appropriate public agency to be used for purposes similar to those for which this Association was created, such dedication or transfer to be approved by a vote of two-thirds of the members in the same manner as described in that article of these Articles of Incorporation dealing with the purpose and powers of this Association.

ARTICLE VIII

DEALINGS WITH ASSOCIATION

The fact that a trustee, officer or any firm in which he or she is a member holds an interest in a contract, transaction or business venture with the Association (or proposes to acquire such an interest) must be disclosed to or known by such trustees as may be present at the meeting of the board at which action is taken upon that matter or who act upon it by written consent.

To the extent that such advance disclosure was made, no such contract, transaction or business venture shall be void or voidable and no trustee or officer shall be accountable or responsible to the Association for the transaction, contract, or business venture or for any gains or profits from it. Without that disclosure, the converse shall apply.

Any such trustee or officer may be counted in determining the existence of a quorum at any meeting of the board of trustees of the Association which shall authorize or take action in respect of any such contract, transaction or business venture, and may vote to authorize, ratify or approve it, as long as such disclosure was made.

ARTICLE IX

INDEMNIFICATION OF TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES

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

(b) Litigation, etc. by or on behalf of the Association. In case any person was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust, or other enterprise, the Association shall indemnify such person against expenses as provided in this Article. Those expenses shall include attorney fees, reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought or decided, shall determine, upon

application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as that court shall deem proper.

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

Any determination made by the disinterested trustees under the paragraph immediately above in this subsection (c) shall be communicated promptly to any person who threatened or brought the action or suit by or in the right of the Association referred to in paragraph (b) of this Article. If within ten days after the receipt of such notification that person shall petition the court in which such action or suit was brought or decided to review the reasonableness of such determination, no action in implementing such determination until after the final judgment of such court has been had and such determination has been modified to the extent necessary to accord with such judgment. If, however, such person shall not have filed such a petition within said ten days, the Association shall proceed to implement such determination.

(d) Advance payment of expenses. Expenses, including attorney fees, reasonably incurred in defending any action, suit, or proceeding referred to in paragraphs (a) or (b) of this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the trustees in any specific case. Such advance payment may be made only upon receipt of a written and binding contract by or on behalf of the trustee, director, employee, or agent to repay such amount unless it shall ultimately be determined that said person is entitled to be indemnified by the Association as authorized in this Article.

(e) Mandatory indemnification for successful defenses. To the extent that a trustee, director, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraphs (a) or (b) of this Article or in any defense of any claim, issue or matter therein, the Association shall indemnify that person against expenses, including attorney fees, reasonably incurred by that person in connection therewith.

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

(g) Maximum indemnification permitted under Ohio law. Notwithstanding the foregoing, the provisions of this Article shall be deemed to be amended automatically to provide for the maximum indemnification permitted under Section 1702.12(E) of the Ohio Revised Code, including amendments thereto, or any comparable provisions any future Ohio statute. In order to implement the foregoing, the trustees of the Association are authorized to amend the provisions of paragraphs (a) through (f) of this Article to provide for such indemnification; such

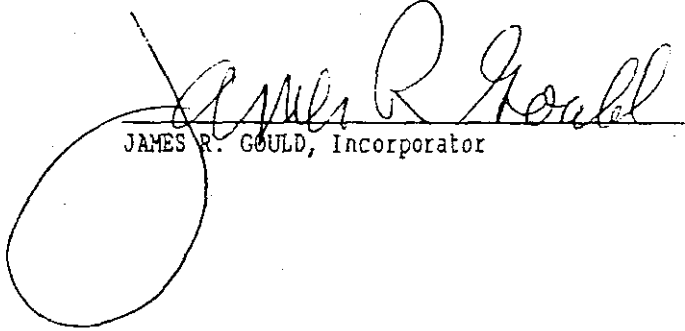
amendments shall be deemed to have been adopted and approved by the requisite vote or written consent of the members of the Association (under Ohio Revised Code Sections 1702.38 and 1702.25) through the initial adoption and filing of these Articles of Incorporation and through the voluntary action of every member of the Association in purchasing a Lot subject to the Declaration and closing the purchase of that Lot at such time as these Articles (or a true copy or them) had been filed for record in the office of the Recorder of Montgomery County, Ohio, as an exhibit to and part of the Declaration applicable to the real estate development known as The Country Walk, so as to give record notice to each prospective member of the Association of these indemnification provisions and of this provision for and authorization of such future amendments.

ARTICLE X

AMENDMENTS

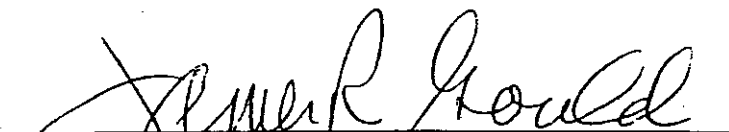
Amendment of these Articles shall require the affirmative vote, proxy or written assent of two-thirds of the voting power of each class of members, except to the extent provided in the Article above relating to indemnification of trustees, officer and other persons. Any such amendment shall be adopted and filed for record with the Recorder of Montgomery County, Ohio in the same manner as the Declaration which established the real estate development known as The Country Walk.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, the undersigned incorporator of this Association has executed these Articles of Incorporation this 31st day of March, 1994.


JAMES R. GOULD, Incorporator

ORIGINAL APPOINTMENT OF AGENT


The undersigned, being the incorporator of The Country Walk Association, an Ohio non-profit corporation, hereby appoints James R. Gould as the agent upon whom any process, notice or demand required or permitted by statute to be served upon said corporation may be served. His complete address is 4305 Delco Dell Road, Dayton, Ohio 45429-1210 (Montgomery County).



JAMES R. GOULD, Incorporator

31st day of March, 1994

I hereby accept appointment as the statutory agent of The Country Walk Association upon whom process, tax notices and demands may be served.



JAMES R. GOULD

EXHIBIT C

AMENDED AND RESTATED BY-LAWS OF THE COUNTRY WALK ASSOCIATION

The Country Walk Association has been formed as an Ohio non-profit corporation by the filing of its Articles of Incorporation with the Secretary of State of Ohio. Its general purpose is to act as the Lot owners' association of and for the residential real estate development project to be known as The Country Walk. More specific purposes of this corporation (and the powers it holds) are set forth in those Articles of Incorporation.

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

The Articles of Incorporation create certain classes of membership, define the qualifications of membership, and explain the voting rights of members.

CHAPTER I NAMES AND LOCATION

Section 1.1. The Association. The name of this non-profit corporation, The Country Walk Association, will not be repeated throughout these By-Laws, but instead the corporation will be referred to simply as the "Association." The principal office of the Association shall be located in Miami Township or at such other location as the Board of Directors subsequently decide upon, and meetings of Members and the Board of Directors may be held at such places within Montgomery County, Ohio as may be designated from time to time by the Board of Directors.

CHAPTER II DEFINITIONS

Section 2.1. Covenants, Conditions and Restrictions. For all purposes throughout these By-Laws, the definitions contained in the Declaration shall apply.

CHAPTER III MEETING OF MEMBERS

Section 3.1. Annual Meetings. Annual meetings of the Members are to be held on a date between ninety and one hundred twenty days immediately after the expiration of each fiscal year, at the hour of 7:30 P.M. or at such other hour as the Board of Directors may determine and on such specific date as may be selected by the Board of Directors in the notices of the annual meetings.

Section 3.2. Special Meetings. Special meetings of the Members may be called by the president or by the Board of Directors, or upon written request of one-fourth of the Members who are entitled to vote. Any call for a special meeting must specify the date, time, place and purpose of the meeting and shall be delivered to the secretary so as to enable that officer to give notice to the Members and Board of Directors. In lieu of such delivery, notice may be given as described below in Section 3.3.

Section 3.3. Notice of Meetings. Written notice of annual and special meetings of the Members shall be given by or at the direction of the secretary. In the alternative, notice may be given by the persons who called a special meeting (under Section 3.2 above). Notice shall be given by mailing a copy, postage prepaid, at least fifteen (15) and not more than sixty (60) days before such meeting to each member entitled to vote, addressed to the Member's address as it appears on the books of the Association. Such address shall be deemed to be the address of the Lot owned by such Member, unless the Owner requests in writing that meeting notices be mailed to a different address (which must be included in that written request). In lieu of such mailing, delivery may be made by placing a copy of the written notification under or on the door of a residence on the Lot owned by that Owner, or by any type of communications including notification by phone, email, voice mail, texting or other electronic means, to an approved address provided by that Owner. Adapting to Future methods commonly in use, need not require an Amendment but will require advance approval by the Home Owner

Notice of any meeting, annual or special, shall set forth the place, day, hour and also the purposes of the meeting as may be described in the written call for such meeting.

The Board of Directors may add additional items of business to be included in such notices and to be transacted at such meetings. No business other than that specified in the call for a meeting (plus items of business added by the Board of Directors) and described in the written notice shall be transacted at the meeting; this prohibition shall not prohibit informal discussion of other matters, but no vote or other action may be taken as to such other matters not included in the notice.

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

Section 3.5. Quorum. Quorum shall mean and refer to those Members of the Association who are in attendance either in person or by proxy at any meeting of the Members. Every reference to the "voting power" in these By-Laws, in the Articles of Incorporation and in the Declaration shall mean such votes as are then authorized to be cast, excluding votes under suspension.

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

Section 3.7. Proxies. A Member entitled to vote or to execute consents, waivers, or releases may be represented at a meeting by, and may exercise any of his rights as a Member through, a proxy or proxies appointed in writing signed by such Member. Every appointment of a proxy shall be revocable (unless such appointment of a proxy is coupled with an interest) and shall automatically cease when the Member ceases to be a Lot owner.

Section 3.8. Purposes of Meetings of Members. Meetings of Members are held, generally, for the purposes of electing a Board of Directors and reviewing the financial statements of the corporation. They are not for the purpose of transacting normal business affairs of the corporation since those matters are all within the authority of the Board of Directors, not the Members. In short, the status of Members of this Association is similar to that of shareholders in

a corporation organized for profit, with management of the affairs of the association to be conducted by the Board of Directors.

Section 3.9. Vote Required for Action by Members. A majority of the voting power of Members present in person or by proxy at a meeting at which a quorum is present may decide any question or election properly before that meeting unless the issue is one upon which by express provision of the Articles of Incorporation, the Declaration or these By-Laws or Ohio law a different vote is required, in which case such express provisions shall control the vote necessary.

CHAPTER IV BOARD OF DIRECTORS: MISCELLANEOUS PROVISIONS

Section 4.1. Number. The affairs of this non-profit corporation shall be managed by a Board of Directors. All directors shall be natural persons. Further all Directors must be Members of the Association (or must be authorized representatives of entities that are Members), or spouses of Members of the Association. The number of members of the Board of Directors shall not be less than three (3).

Section 4.2. Term of Office. The term in office for members of the Board of Directors shall be for three (3) years.

Section 4.3. Removal. Each Director elected by the Members may be removed from such position for good cause shown by an election held at a Meeting of Members called for that purpose. If such a removal by election occurs, a successor shall be appointed by the majority vote remaining members of the Board of Directors to serve for the unexpired term of his or her predecessor. An elected Director shall be deemed to have been removed automatically, without necessity of any election vote by the Members, if he is declared by court order to be of unsound mind, if a court order appoints a guardian for that Director, if he fails to attend three (3) consecutive duly-called meetings of the Board of Directors without his absence being excused, if he fails to pay two (2) or more assessments, or if he is penalized as provided through the Declaration for having violated any provision of that document, or upon his ceasing to be a Member of the Association.

Section 4.4. Vacancies Occurring through Resignation, Death or Automatic Removal. Any Director may resign without completing his full term. If a vacancy occurs through resignation, through death of the Director, or through automatic removal as described in 4.3 above (as opposed to removal for cause by vote of the Members) the remaining Directors shall by a majority vote appoint a successor to serve for the balance of the unexpired term of his or her predecessor.

Section 4.5. Compensation. Directors may receive such compensation as may be determined by the Members. At any time, however, each Director may be reimbursed for actual expenses incurred in the performance of Director duties.

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

CHAPTER V NOMINATION AND ELECTION OF DIRECTORS

Section 5.1. Nomination, Manner of Delivering Nomination Notices. Nominations for election to the Board of Directors shall be made by a nominating committee if one is appointed by the Directors. Nominations may also be made from the floor at any meeting called to elect one or more Directors. Incumbents may nominate themselves for re-election. Further, nominations may be made in advance by any two Members who give written notice of their nomination to all other Members at least three days before the election meeting. Any nominating committee which is appointed shall consist of not less than two and not more than four persons. The appointments to such committee shall expire immediately upon completion of the election for which the nominations were made, and another nominating committee may or may not be appointed by the Board of Directors prior to the next election.

Section 5.2. Election. Election to the Board of Directors shall be by written ballot. To be elected a candidate must receive the votes of a majority of the voting power of Members present in person or by proxy. In any such election the Members or their proxies may cast, in respect to each Director position to be elected, as many votes as they are entitled to exercise under the provisions of the Declaration.

CHAPTER VI MEETINGS OF DIRECTORS

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

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

Section 6.3. Notice of Meetings. Not less than three (3) days notice of regular and special meetings shall be given to each Director, using the same delivery procedure described above in Section 3.3. Written notice of regular and special meetings of the Directors shall be given to each Director.

Section 6.4. Waiver of Notice. Notice of the time, place and purpose of any meeting may be waived by a Director only as follows: (a) in writing before, during or after the holding of such meeting; or (b) by the attendance of that Director at such meeting.

Section 6.5. Directors' Meetings Limited to Directors and Their Agents. In the same manner that corporations organized for profit provide that meetings of shareholders and meetings of the Board of Directors are separate from one another (with the result that attendance at such meetings is limited to the category involved, i.e. owners of shares of stock at shareholders meetings, and Directors at meetings of the Board of Directors), so meetings of the Board of Directors shall be limited to the Directors and to such agents, employees and invitees as the Board may wish to have present.

Section 6.6. Quorum. A majority of the Directors serving at the time shall constitute a quorum for the transaction of business. Every act or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board.

Section 6.7. Meetings to Appoint Officers. One of the purposes and powers of the Board of Directors is to appoint (by a majority vote of the Directors) officers to serve the Association.

CHAPTER VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- a. adopt and publish reasonable regulations governing the community and Common Element, reserve areas A and B, and the storm water retention ponds located upon those lots, to provide for enforcement of the Declaration documents and those rules and regulations, and to establish and apply penalties for violations thereof;
- b. suspend the voting rights and/or the right to be elected or serve as a Director of this Association during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed sixty days for each infraction of any provisions of the Declaration, including published rules and regulations;
- c. administer the covenants, conditions and restrictions established by the Declaration, and to exercise for the Association all powers, duties and authority vested in or delegated to this Association;
- d. employ any Manager, independent contractor, attorney, accountant and such employees and/or agents as the Board of Directors may deem necessary or appropriate.

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

- a. cause to be kept a record of the acts and decisions of this Association in the form of meeting minutes containing minutes of the meetings of Members and of Directors. Minutes may be summary in nature but shall record the actions and decisions taken and made by official resolution at such meetings. These records shall be available, for review by Members at reasonable times and upon reasonable advance request;
- b. appoint, supervise and remove all officers of the Association and to determine the compensation of those officers;
- c. act on assessment matters as required by the Declaration;
- d. cause annual financial statements of the fiscal condition of the Association, both balance sheets and income statements, to be made available to all Members once each year; and to cause all officers or employees having fiscal responsibilities to be bonded if the Board deems it advisable to do so;

- e. cause the maintenance work required in the Declaration to be performed with regard to Common Element, reserve areas A and B, to the extent the Directors deem such maintenance to be reasonably necessary and appropriate; and
- f. keep a list of the names and addresses of all Members and of all Lot Owners including the Lot number and street address of the Lot owned by each Owner.

CHAPTER VIII OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Officers. The officers that the Association is required to designate and elect shall be those required by Ohio statute 1702.34, to-wit: a president, a secretary and a treasurer. Officers shall be members of the Board of Directors. In the event of absence of any officer of the Association or for any other reason which the Board of Directors may deem sufficient, the Board of Directors may delegate powers or duties of that officer to any other officer.

Section 8.2. Appointment of Officers. The appointment of officers shall take place at such times as the Board of Directors deems appropriate.

Section 8.3. Term. Each officer of this Association shall hold office for an indefinite term of time continuing until his successor is elected, unless he shall sooner die, resign, be removed, or otherwise cease to act as such officer or member of the Board of Directors, or be disqualified from serving.

Section 8.4. Resignation and Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board; such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.5. Vacancies. A vacancy in any office shall be filled by appointment by the Board. A vacancy shall be deemed to exist as to any officer who is subject to any form of suspension of voting rights as a Member.

Section 8.6. Multiple Offices. The offices of secretary and treasurer may be held by the same person, and the office of vice president may be held by the same person who serves either as secretary or treasurer.

Section 8.7. Duties. The duties of the officers shall be as follows:

- a. President. The president shall preside at all meetings of the Members and shall preside at meetings of the Board of Directors. The president shall see that orders and resolutions of the Board are carried out; shall sign (together with the secretary) or delegate authority to sign all leases, mortgages, deeds and other written agreements; shall sign or co-sign all promissory notes; shall be one of the officers, if any, authorized to sign on any checks issued by the Association (but one signature on any check shall be sufficient) and shall in general perform all duties of the chief executive and operating officer of this corporation, always being subject to the superior authority of the Board of Directors.
- b. Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors or delegated to him by the president.
- c. Secretary. The secretary shall keep the minutes of all meetings of the Members so as to show the official actions and decisions taken and made at such meetings. The secretary shall keep similar minutes with regard to meetings of the Board of Directors. He shall serve notice of Meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board or delegated by the president or vice president.
- d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by the president or by resolution of the Board of Directors; shall sign or co-sign all promissory notes of the Association; shall be one of the officers authorized to sign on checks issued by the Association; keep proper books of account, cause annual financial statements of the Association's fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the annual meeting of Members and deliver a copy thereof to that meeting and to the Board of Directors in advance of that meeting. The treasurer shall perform such other duties as the Board of Directors may require or as may be delegated to him by the president or vice president.
- e. Transfer of Duties. All or any portion of the duties of the president as operating officer and of the secretary and/or the treasurer may be transferred by the Board

of Directors to a manager or other employee or agent employed by the Directors, including the power to sign checks of the Association.

CHAPTER IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, and upon five business days notice, be subject to inspection by any Member, Director, officer or to any holder or insurer of a first mortgage on a Lot or building thereupon (or attorney representing such person or entity) for any reasonable and proper purpose. Copies may be purchased at reasonable cost.

CHAPTER X CORPORATE SEAL

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

CHAPTER XI AMENDMENTS

Section 11.1. Method of Amending. These By-Laws may be amended by the affirmative vote, proxy or written assent of 65% of the voting power of the Members of the Association. At any time and from time to time the original By-Laws and all previously adopted amendments may be consolidated into one document which itself effects no revisions (other than page numbers, typographical errors, deletion of language replaced by voted amendments, and the table of contents) but merely assembles the language of the By-Laws into one source document. Such a consolidation needs no percentage vote or percentage of written approval of Members, but may simply be signed and acknowledged by the president and one other officer of the Association as such a consolidation. Any amendments to these By-Laws (and any such consolidation) shall be recorded with the Recorder of Montgomery County, Ohio together with a description of the real estate subject to the Declaration and to these By-Laws.

Section 11.2. Conflict among Declaration, By-Laws and Articles of Incorporation. In the event of any conflict between the Articles of Incorporation and these By-Laws or any amendment thereto, the Articles shall control. If there is a conflict between the Declaration and these By-

Laws or any amendment thereto, the Declaration shall control. Finally, if there is a conflict between the Declaration and the Articles of Incorporation, the Declaration shall control.

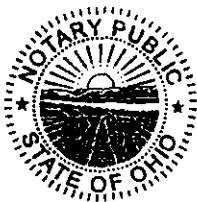
**CHAPTER XII
ORDER OF BUSINESS**

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

**CHAPTER XIII
FISCAL YEAR**

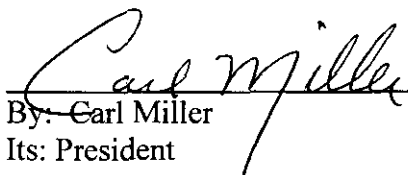
The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December each year.

IN WITNESS WHEREOF, pursuant to Chapter XI, Section 11.1 of the By-Laws, the President of The Country Walk Association has executed this Amended and Restated By-Laws and does hereby certify that this Amendment was duly adopted in accordance with the provisions of the By-Laws and that the affirmative vote of At least two-thirds of the voting power of each class of Members. This Amendment is executed this 21 day of MARCH, 2014.



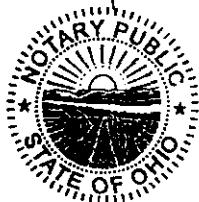
Jeffrey G. Wren
Notary Public
In and for the State of Ohio
My Commission Expires
October 20, 2015

THE COUNTRY WALK ASSOCIATION


By: Carl Miller
Its: President

STATE OF OHIO)
)SS:
COUNTY OF MONTGOMERY)

The Amended and Restated By-Laws for The Country Walk Association were sworn to and subscribed before me by Carl Miller, President of The Country Walk Association, an Ohio non-profit corporation, by and on behalf of the Association, on the 21 day of MARCH, 2014.



Jeffrey G. Wren
Notary Public
In and for the State of Ohio
My Commission Expires
October 20, 2015

Jeffrey G. Wren

NOTARY PUBLIC

THE COUNTRY WALK ASSOCIATION

Carolyn J. Hellman

By: ~~Carol Pyszka~~ CAROLYN HELLMAN
Its: Secretary

STATE OF OHIO)
)SS:
COUNTY OF MONTGOMERY)

The Amended and Restated By-Laws for The Country Walk Association were sworn to and subscribed before me by Carol Pyszka, Secretary of The Country Walk Association, an Ohio non-profit corporation, by and on behalf of the Association, on the 21 day of MARCH, 2014.



Jeffrey G. Wren
Notary Public
In and for the State of Ohio
My Commission Expires
October 20, 2015

Jeffrey G. Wren

NOTARY PUBLIC

This Instrument Prepared by:

Lisa M. Conn, Esq.

CUNI, FERGUSON, & LeVAY CO., L.P.A.

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