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INDEX TO

HUBER BUNGALOWS NO. 2

A Planned Unit Development  
DECLARATIONS OF RESTRICTIONS

VICKI D. PEGG  
RECORDER

Fee: \$34.00 K

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MONTGOMERY CO. OHIO  
RECORDED

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NO THING FEE NEEDED  
VICKI D. PEGG  
RECORDER  
MONTGOMERY COUNTY AUDITOR  
NOV 16 '79

HUBER BUNGALOWS NO. 2

A Planned Unit Development

DECLARATION OF RESTRICTIONS

General Plan

THIS DECLARATION is made for the purposes hereinafter set forth, as of the \_\_\_\_\_ day of November, 1979, by C. H. HUBER ENTERPRISES, INC., an Ohio corporation, (hereinafter called the "Declarant").

WHEREAS, the Declarant holds record title to certain real estate situated in the Township of Wayne, Montgomery County, Ohio, as now described as:

Lot 11153 and Part Lot 11152, Herbert C. Huber Plat No. 51, Section 5, as recorded in Plat Book 98, Page 42 and Part Lot 11156, Herbert C. Huber Plat No. 51, Section 6, as recorded in Plat Book 104, Page 25, both references of the Plat Records of Montgomery County, Ohio, as described on Exhibit A attached hereto (hereinafter called the "Property").

WHEREAS, Declarant desires to cause to be developed and constructed on the Property, a Planned Unit Development type residential community, without commercial facilities (hereby named and herein sometimes called "Huber Bungalows No. 2) designed for the purpose of obtaining for the owners and residents thereof the benefits of more effective and attractive land use, privacy and security, and

WHEREAS, said Declarant hereby establishes by this Declaration of Restrictions a plan for the individual ownership of the real property estates consisting of the building and structure comprising each of the units erected and to be erected, together with the fee simple title to the real property, as platted into individual lots, the easement rights and obligations as regards land surrounding each such lot, the rights and obligations of membership in the Home Owners Association and the rights and obligations of the Home Owners Association.

WHEREAS, Huber Bungalows No. 2 is established upon filing for record in the Office of the Recorder of Montgomery County, Ohio, a replat of the Property to be known and described of record thereafter as:

Huber Bungalows No. 2, Herbert C. Huber Plat No. 64, as recorded in Plat Book 109, Page 30 of the Plat Records of Montgomery County, Ohio

(Exhibit B) which Property is hereby declared to be subject to all the covenants, conditions and restrictions contained herein.

WHEREAS, Huber Bungalows No. 2, when completed, will consist of residential buildings, each containing individual single family, without basement, dwelling units, with construction to be frame and brick, wood, or aluminum siding, and concrete or wood floors and wood framing. One dwelling unit shall be located on each of the lots. The Record Plan of the Plat is Exhibit B, herein, and shall be recorded in the Plat Records of Montgomery County, Ohio. Hereinafter, such respective numbered individual dwelling units and lots are called "Residential Units", and the owners thereof are called "Residential Owners".

WHEREAS, the streets as constructed on the Property shall be common areas (herein called the "Commons") and shall be owned by the Property Owners Association, and is designated as Lot Number 20417 on the Record Plan and Plat attached hereto as Exhibit B.

WHEREAS, the streets shall be held subject to the provisions of this Declaration for the benefit of the Residential Owners, and an Association of all Residential Owners will be established to administer the rights and duties herein established, own the Commons and implement the terms of this Declaration.

WHEREAS, the remainder of the Property (that is the real estate described on Exhibit A excluding the Residential Units and excluding the streets designated as Lot 20417 on Exhibit B) shall be limited common areas for the use and enjoyment of the Residential Owners (herein called "Limited Commons") and shall be owned by the Property Owners Association, and is designated as Lots Number 20414, 20415 and 20416 on the Record Plan and Plat attached hereto as Exhibit B.

WHEREAS, each Residential Owner shall in connection with his Residential Unit have the exclusive right to use and enjoy, and the sole obligation of maintaining, a part of the Limited Commons as established by the terms of this Declaration.

WHEREAS, fee simple title to the Residential Units shall not be separated or separately conveyed from the exclusive rights and obligations as regards a part of the Limited Commons and the membership interest in the Property Owners Association, and such exclusive rights and obligations and each individual interest in the Association shall be deemed to be conveyed or encumbered with its respective Residential Unit even though the description of conveyance or encumbrance may refer only to the fee title to the Residential Unit.

NOW, THEREFORE, said Declarant, the fee owner of the real property described on Exhibit A, hereby makes the following declaration as to covenants, restrictions, and conditions to which the real estate described on Exhibit B, may be put, hereby specifying that these Declarations shall constitute covenants to run with the land and shall be binding on said Declarant, its successors and assigns, with all subsequent owners of all or any part of the real property and improvements subjected to these Declarations in accordance with its terms, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

#### ARTICLE I

##### Definitions

1.01 "Declarant" shall mean C. H. HUBER ENTERPRISES, INC., an Ohio corporation, its successors and assigns.

1.02 "Property" shall mean all of the property described on Exhibit A, as replatted and described on Exhibit B, attached hereto and by this reference made a part hereof, which is subject to this Declaration of Restrictions, as so declared in Section 2.01, together with all improvements and appurtenances thereto.

1.03 "Association" shall mean and refer to Huber Bungalows Property Owners Association No. 2, an Ohio not-for-profit corporation, its successors and assigns. (See Exhibit C).

1.04 "Residential Unit" (sometimes called "Unit") shall mean the dwelling erected and fee simple title to the Property as is individually and separately owned, and being that part of the Property described on the Recorded Plat and Record Plan (Exhibit B) as a lot which carries with it membership in the Property Owners Association in the ratio of one unit to the total units completed.

1.05 "Commons" shall mean the private roadways shown and identified as Lot 20417 on Exhibit B, for the purpose of access to the Limited Commons and the Units. For the purposes of this Declaration, the curb and gutters shall be deemed to be Commons even though located in whole or in part on land described as Limited Commons. Title to said Lot shall be conveyed to and held by the Property Owners Association. Each Owner shall, except as otherwise limited in this Declaration of Restrictions, have the right to use the Commons for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration of Restrictions, which right shall be appurtenant to and run with his Unit and lot.

1.06 "Limited Commons" shall mean the areas shown and identified as Lots 20414, 20415 and 20416 on Exhibit B. For the purpose of this Declaration, curbs and gutters shall be deemed to be Commons even though located in whole or in part on the land described as Limited Commons. Title to

said Lots shall be conveyed to and held by the Association. Each Owner shall, as provided in this Declaration, have the exclusive right to use and enjoy, and the exclusive obligation to maintain, a part of the Limited Commons, which right shall be appurtenant to and run with his Unit and lot.

1.07 "Residential Owner" shall mean and refer to the Owner in fee simple of a Residential Unit and lot, being that person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and lot, together with membership in the Property Owners Association.

1.08 "Person" shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

## ARTICLE II

### Property Rights

2.01 All of the Property described and shown on Exhibit B, shall be and is hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration of Restrictions, to be and remain in effect until such time as amended, modified, or revoked in accordance with the provisions.

2.02 The Commons shall be held and maintained by the Property Owners Association for the use and benefit of the Owners and residents of the Residential Units and their guests and invitees, and the public, generally. Control and ownership of the Commons and its facilities, is hereby declared to be in the Property Owners Association, established by the Declarant (Exhibit C). Every Owner shall have a right and easement of enjoyment in and to the Commons, which shall be appurtenant to and shall pass with the title to every Unit, subject to the right of the Association to dedicate or grant by easement or right-of-way, all or any part of the Commons to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Board of Managers, agreeing to such dedication or transfer, has been recorded.

2.03 Each Residential Owner shall have an exclusive right and easement of enjoyment in and to a part of the Limited Commons which shall be appurtenant to and shall pass with the title to every Residential Unit in accord with and subject to the following provisions:

(a) The part of the Limited Commons appurtenant to each Unit shall be as shown and identified on Exhibit E attached hereto consisting of pages 1 through 9, inclusive.

(b) Each Unit Owner shall maintain the part of the Limited Commons which is appurtenant to his Unit as required by rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article V hereof.

(c) Each Unit Owner shall pay such real estate taxes and assessments as are charged or attributable to the part of the Limited Commons which is appurtenant to his Unit. If such taxes or assessments are charged to the Association, same shall be a regular or special assessment chargeable to the Unit Owner as the Association deems appropriate.

(d) No structure, building or other type of physical addition to or improvement to any lot or the Limited Commons (including, without limitation, buildings, garages, carports, fences, sheds and out buildings), whether or not requiring a foundation, shall be erected, altered, placed or permitted to remain except in accord with and subject to the following provisions:

(i) The dwelling unit constructed on the lot by Declarant, and any replacement thereof having the same size, dimensions and configuration.

(ii) Landscaping, including grass, trees and shrubs.

(iii) Fences located only within the area permitted for such as shown on Exhibit E attached hereto consisting of

pages 1 through , inclusive, and any such fence shall be no higher than six (6') feet above ground level and shall be of cedar or comparable wood material.

- (iv) Uncovered patios having a surface level no greater than six (6") inches above surrounding ground level.
- (v) Barbecues or similar outdoor cooking facilities provided that same can be located on a lot only within an area enclosed by a permitted fence.

(e) Each Unit Owner will be responsible for injury or damage to persons or property while on the part of the Limited Commons appurtenant to his Unit and will hold the Association harmless from all claims and expenses in connection therewith.

2.04 There shall be and hereby are reserved, whether shown on the plat or not, easements and rights-of-way for the benefit of governmental agencies, authorities or instrumentalities, and for the benefit of public utilities, and for the benefit of the Association and for the benefit of the Residential Units, on, under and through the Property for the ownership, use, operation, maintenance, repair and replacement of water, sewage, gas, electrical and other facilities, including lines, pipes, wires, valves, switches, etc., and all parts of the Property may be entered under reasonable circumstances for maintenance and repair of the aforementioned utilities or of the facilities and for the purpose of keeping the private streets and paths thereon open at all times for the passage of fire, police, safety and other emergency vehicles, school buses and public utility vehicles, personnel and equipment, including in this connection but without being limited thereto, the removal of snow and other obstructions from said streets and paths and for the purpose of the exercise of enforcement of any of the rights or privileges granted herein. Nothing herein contained shall require a governmental agency or public utility to do any of the things herein authorized to it to do, or to excuse the Association from any of its obligations with respect thereto, but governmental agencies and public utilities are hereby granted the right to make such charges for the performance of any such action, as they shall deem appropriate, and if the charge is to be to the Association, same shall be a regular or special assessment chargeable against all or some of the Residential Owners as the Association deems appropriate.

2.05 The Association may limit the use of the Commons for vehicles used daily for transportation purposes, establishing reasonable regulations with reference to other uses of said area. No parking shall be permitted within any part of Lot 20417.

2.06 The Property described and shown on the Plat and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article V hereof.

### ARTICLE III

#### Property Owners Association

3.01 In order to carry out the intents and purposes hereof, a corporation (hereinafter called the "Association") has been formed under and pursuant to the General Not-For-Profit Corporation Act of Ohio. The Articles of Incorporation shall conform to those recorded in the Office of the Recorder of Montgomery County, Ohio, as Exhibit C to this Declaration of Restrictions, which are incorporated herewith and made a part hereof by reference.

Membership shall be expressed by the ratio each unit bears to the total Units completed.

The Association shall have a Board of Managers consisting of not less than three persons who shall be elected by the members of the Association at such intervals as the Corporate Charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring

between regular scheduled meetings of the members of the Association may be filled by the Board of Managers, if so provided by the Corporate Charter or By-Laws. Said Charter and By-Laws may provide for said Managers to be elected for terms of more than one year and for such terms to be staggered so that in any year the terms of none or any number less than all of the Managers, shall expire.

The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Managers and who shall manage and conduct the affairs of the Association under the direction of the Board of Managers.

3.02 The purpose of the Association shall be to perform all the functions provided in this Declaration of Restrictions to be performed by the Association, and the Association shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof. Such powers shall be exercised in accordance with the By-Laws (Exhibit D), attached hereto and made a part hereof, as amended from time to time.

3.03 The Owner or Owners of each Residential Unit shall be a member of the Association, and shall be entitled to cast upon all matters which the members shall be entitled to vote, one vote for each Residential Unit, regardless of the number of persons or entities who shall share in the title to, or be beneficially interested in such Residential Unit; except that until 75% of the total Residential Units have been sold by Declarant, or until January 1, 1983, whichever shall be the earlier, the Declarant shall be entitled to three votes for each Residential Unit owned by Declarant instead of one vote.

3.04 The provision of Section 4.02 shall be mandatory and the transfer of membership shall be automatic upon transfer of title to a Unit. No Owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner shall be of any force or effect for any purposes.

3.05 Except as expressly otherwise provided by the Articles of Incorporation or By-Laws of the Association or this Declaration of Restrictions or as otherwise required by law, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise, shall be vested in its Board of Managers and its officers under the direction of said Board, and shall not be subject to any requirement of approval on the part of its members. The By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

3.06 The Association shall deal with the Commons and Limited Commons and such other assets as it may receive from time to time, in accordance with the provisions of this Declaration of Restrictions and of its Articles of Incorporation and By-Laws. Upon dissolution of the Association, which requires approval by the affirmative vote of members entitled to vote not less than 75% of the votes of the members, its assets shall be dedicated or distributed to an appropriate public agency or other non-profit organization to be devoted to uses and purposes corresponding as nearly as practicable to those set forth in this Declaration or in said Corporate Charter.

3.07 By reason of the nature of the planned community herein contemplated, any violation on the part of any Residential Owner of any of the terms and conditions of this Declaration of Restrictions to be kept, observed or performed by him or of any rules and regulations adopted by the Association pursuant to the authority herein granted to it so to do, will or is likely to result in damages which are irreparable or impossible of ascertainment. Therefore the Association shall have, and is hereby granted, the right to prevent any such actual or threatened violation on the part of any Residential Owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings, as well as by restricting or entirely suspending for such period or periods not exceeding sixty (60) days as the Board of Managers of the Association may from time to time determine, the use by the offending person of any facility or service the privilege of which use has been abused.

3.08 The various rights and remedies herein granted to the Association shall be in addition to all other rights and remedies which may be available

and in addition to each other. All rights and remedies available to the Association may be exercised either concurrently or consequently, or partly concurrently and partly consecutively, as the Association may from time to time elect, and as often as the Association may elect.

3.09 The making of changes or amendments in this Declaration of Restrictions or in the easements and rights herein set forth, and the amendment, modification and revocation thereof, all pursuant to the powers to do so granted or reserved to the Association in and by this Declaration, shall be done only with the approval by affirmative vote of members entitled to vote not less than seventy-five percent (75%) of all the votes which the members of the Association shall be entitled to vote. Notwithstanding the foregoing, any change, amendment, modification or revocation of the Declaration involving or affecting the provisions of subparagraph (d) of Section 2.03 hereof shall require both (a) the affirmative vote of all (100%) members of the Association entitled to vote, and (b) approval by the governmental agency or board which has the right to grant variances from local zoning laws as may be applicable to the Property, such as, for example, the Wayne Township Board of Zoning Appeals. The approval required by subparagraph (b) hereof, shall be endorsed on this written instrument to be recorded as provided in Section 6.02 hereof.

#### ARTICLE IV

##### Obligations Of Residential Owners And The Association Regarding Assessments, Maintenance And Insurance

4.01 The Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which shall include by way of example items of maintenance, repair, and contract services and (2) special assessments other than annual items of replacement, repair, and reserves in connection with new items to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The amount of such assessments shall be based on the percentage of membership in the Property Owners Association as set forth in Section 3.03 and shall be determined not less frequently than annually by the Board of Managers of the Association who shall notify the members thereof of the imposition thereof or of any change in the amount thereof, as the case may be, not less than thirty (30) days before such action shall become effective and shall be paid monthly.

The assessment as to each Unit (including those owned by Declarant) shall commence as of the 1st day of the second month after construction of such Unit is certified complete by the Building Inspector of Montgomery County, Ohio, or comparable governmental agency, provided, however, that the Declarant shall begin payment in all events on January 1, 1982.

4.02 In addition to the special assessments authorized above, the Association may levy, in any assessment year, a special assessment for capital improvements, provided that any such assessment shall have the assent of 2/3 of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.03 No Residential Owner may exempt himself from liability for the assessment imposed by this Article IV by waiver of the use or enjoyment of any of the Commons or Limited Commons or by the abandonment of his Residential Unit or otherwise.

4.04 Notwithstanding anything to the contrary in this Declaration of Restrictions contained, if the Association shall incur any cost or expense

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for or on account of any items of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Residential Owner, such cost or expense shall not be borne by the Association, but by such Residential Owner, and if paid out by the Association by such Owner as a special assessment forthwith upon the Association's demand.

4.05 Any sum due to be paid by any Residential Owner to the Association, as a regular or special assessment as provided in 4.01 of this Article IV or a special capital improvement assessment as provided in 4.02 of this Article IV or otherwise, which shall not be paid when due shall bear interest until paid at the rate of the maximum allowable by law, and if there be no maximum, then at the greater of a rate of eight percent (8%) or the prime rate then being charged by national banks in Dayton, Ohio, if any such sum shall not be paid when due, the Association shall have the right upon not less than fifteen (15) days' notice to such Residential Owner, to collect such sum by suit at law and all other legal means and to add to such sum and collect to the extent and if allowable by law reasonable attorney's fees and all other expenses incurred by the Association in connection therewith.

4.06 The obligation of each Residential Owner to pay all sums assessed or imposed upon him to pay pursuant to this Declaration of Restrictions, and to keep, observe and perform all the terms and provisions of this Declaration to be kept, observed and performed by him shall be a continuing lien upon the Residential Unit and lot owned by such Residential Owner, subject only to the lien of a first mortgage as may be placed upon such Residential Unit and lot.

4.07 The Association shall determine and carry out or cause to be performed all maintenance, improvements, repair and replacement of the Commons and the private streets situated thereon or appurtenant thereto, including curbs and gutters, but in any event, shall cause all said private streets and facilities to be maintained and repaired. Without limitation of the foregoing, it is expressly stipulated and agreed that said private streets shall be kept free of snow and other obstructions so as to be open for the passage of fire, police, safety, and other emergency vehicles, school buses and public utility vehicles, personnel and equipment at all times, and that the Residential Owners shall be obligated and responsible therefor in any case in which the Association shall fail so to do.

4.08 The Association shall be required to maintain comprehensive public liability insurance covering the Commons and to insure any tangible or intangible assets owned by the Association or for which the Association may have responsibility from time to time, and may also obtain such liability and other kinds of insurance protection against such other matters or happenings as its Board of Managers shall from time to time deem prudent. Such insurance shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners.

#### ARTICLE V

##### Mortgages

5.01 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments due or from the lien thereof.

5.02 For all the purposes of this Declaration of Restrictions, the term "mortgage" shall mean and include mortgages, trust deeds, and all other documents in the nature of mortgages.

5.03 Any mortgagee, bona fide purchaser or his proposed mortgagee, shall be entitled to a certification that the current instalment and all prior installments have been paid and the dollar amounts of the current assessment from the Association promptly upon request.

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5.04 Any first mortgagee is entitled to written notification of any default by the owner of a Unit mortgaged to such mortgagee of any default in the performance of obligations which attach to such Unit by reason of this Declaration of Restrictions or operation of law, which is not cured in thirty (30) days.

#### ARTICLE VI

##### Amendments And Miscellaneous Additional Rules

6.01 The Association shall have, and is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements and restrictions herein contained, at any time and from time to time, by action recommended by its Board of Managers and approved by the affirmative vote of any proportion of its members herein stipulated but in no event less than those Unit Owners exercising not less than seventy-five percent (75%) of the voting power, subject to the limitation that such action shall not cause the Property or any part thereof to be in noncompliance with any zoning ordinance or other applicable law or governmental regulation, nor shall such action change the percentage of ownership in the Commons by any Residential Unit or the rights and obligations of each Unit Owner as regards the part of the Limited Commons as is appurtenant to his Unit, nor shall such action prejudice the rights or priority of any mortgagee without its consent in writing. Notwithstanding the foregoing, any change, amendment, modification or revocation of the Declaration involving or affecting the provisions of subparagraph (d) of Section 2.03 hereof shall require both (a) the affirmative vote of all (100%) members of the Association entitled to vote, and (b) approval by the governmental agency or board which has the right to grant variances from local zoning laws as may be applicable to the Property, such as, for example, the Wayne Township Board of Zoning Appeals. The approval required by subparagraph (b) hereof, shall be endorsed on this written instrument to be recorded as provided in Section 6.02 hereof.

6.02 Any action taken pursuant to 6.01 of this Article VI shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the Office of the Recorder of Montgomery County, Ohio.

6.03 The Association shall have, and is hereby granted, the power to adopt, amend, modify, otherwise alter and enforce additional rules and regulations bearing upon the use and the manner of occupancy and maintenance of the Property, including either or both the Commons and the Limited Commons and the Residential Units, or any part thereof, at any time and from time to time by action recommended by its Board of Managers, subject only to the limitations that any such action bearing upon Residential Units and Limited Commons shall be applied uniformly to all the Residential Units and the Limited Commons appurtenant to all Units, and that such action shall not cause the Property or any part thereof to be in noncompliance with any zoning ordinance or other applicable governmental law or regulation or any provision of this Declaration or the Articles of Incorporation of the Association. The failure of the Association to seek redress for any violation, or to enforce any term or provisions of this Declaration or of any rule or regulation issued hereunder or pursuant hereto shall never be deemed a waiver of any such right of redress or enforcement, either as to any subsequent violation of a similar or other nature or as to any further continuation of any violation.

6.04 If the effect of taking through condemnation of any part of the Property by any governmental authority having power so to do shall be to isolate any part of the Property from the remainder of the Property and if no dwelling units shall then have been constructed or be upon any of the Residential Units situated within the portion of the Property so isolated; then all the Residential Units lying wholly or partly within the portion of the Property so isolated and all of the Commons and Limited Commons lying within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall

be of no further force or effect with respect thereto. For all the purposes of this Article VI, the term "condemnation" shall include also any sale under threat or condemnation to any governmental authority having condemnation power.

6.05 Any notice to be given hereunder shall be deemed conclusively to have been given the following recipients in the following manner: respectively: (a) in the case of a Residential Owner, if delivered personally to him, or to a member of his household of the age of more than sixteen (16) years, or when placed in the United States mail, first class and registered or certified, postage fully prepaid, addressed to him at his most recent address as shown on the records of the Association (or of the Declarant prior to the organization of the Association); (b) in the case of the Declarant, upon delivery to the Declarant at its usual place of business, provided that no notice shall be binding upon the Declarant until actually received by it; (c) in the case of the Association, upon delivery to its President, its Secretary, or its Statutory Agent in person or when placed in the United States mail, first class and registered or certified, postage fully prepaid, addressed to the Association in care of its then Statutory Agent. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by the Declaration of these By-Laws to be given to the Owner or owners whose unit ownership is subject to such mortgage or trust deed.

6.06 If any term, provision, covenant, easement, agreement or condition contained in this Declaration, or any rule or regulation issued hereunder, shall be or be held invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rules or regulations had never been.

6.07 The divisions of this Declaration into Articles, and the Articles and section numbers and headings are for convenience, only, and the validity and enforceability of any portion of this Declaration shall never be affected or called into question by reason of the position thereof in this Declaration or the captions or Article headings pertaining thereof.

IN WITNESS WHEREOF this Declaration has been executed by C. H. HUBER ENTERPRISES, INC., by Charles H. Huber, Jr., its Executive Vice President, and by Richard H. Packard, its Secretary, this 13th day of November, 1979.

IN THE PRESENCE OF:

C. H. HUBER ENTERPRISES, INC.

Wendy D. Johnson

By Charles H. Huber, Jr.  
Charles H. Huber, Jr., Executive  
Vice President

L.O. Baughman

By Richard H. Packard  
Richard H. Packard, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

On this 13th day of November, 1979, before me, a Notary Public in and for said County and State, personally appeared C. H. HUBER ENTERPRISES, INC., by Charles H. Huber, Jr., its Executive Vice President and Richard H. Packard, its Secretary, who acknowledged the execution of this instrument to be the free act and deed of the corporation and their free act and deed personally and as such officers of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Dayton, Ohio as of the day and year mentioned above.

L.O. Baughman  
Notary Public  
L.O. BAUGHMAN, Notary Public  
in and for The State of Ohio  
My Commission Expires June 30, 1984

This instrument prepared by Richard H. Packard, Attorney at Law, Dayton, Ohio.

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EXHIBIT "A"  
Description of  
Herbert C. Huber Plat No. 64

Located in Section 29, Town 2, Range 8 N.R.S., Wayne Township, County of Montgomery, State of Ohio, and being all of Lot No. 11153 and part of Lot No. 11152 in the Herbert C. Huber Plat No. 51, Section 5 as recorded in Plat Book 98, Page 42 in the Plat Records of Montgomery County, Ohio, and also being part of Lot No. 11156 in the Herbert C. Huber Plat No. 51, Section 6 as recorded in Plat Book 104, Page 25 in the Plat Records of Montgomery County, Ohio, and being more particularly described as follows:

Beginning at a point in the east right-of-way line of Mount Hood, said point being the southwest corner of said Lot No. 11153, said point also being the northwest corner of Hilltop Condominiums, Section Two-B as recorded in Plat Book 97, Page 60 in the Plat Records of Montgomery County, Ohio;

thence with the east right-of-way line of said Mount Hood for the following seven (7) courses:

northwardly on a curve to the right with a radius of four hundred sixty-nine and 00/100 (469.00) feet for forty-one and 20/100 (41.20) feet [long chord bearing North twenty-six degrees thirty-nine minutes no seconds (26° 39' 00") East for forty-one and 19/100 (41.19) feet];

thence on a tangent bearing, North twenty-nine degrees ten minutes no seconds (29° 10' 00") East for one hundred eighty-two and 65/100 (182.65) feet;

thence on a curve to the left with a radius of seven hundred thirty-one and 00/100 (731.00) feet for three hundred fifty-seven and 30/100 (357.30) feet [long chord bearing, North fifteen degrees nine minutes fifty seconds (15° 09' 50") East for three hundred fifty-three and 76/100 (353.76) feet];

thence on a tangent bearing, North one degree nine minutes forty seconds (1° 09' 40") East for two hundred fifty-eight and 16/100 (258.15) feet;

thence on a curve to the right with a radius of one hundred sixty-nine and 00/100 (169.00) feet for two hundred sixty-five and 46/100 (265.46) feet [long chord bearing, North forty-six degrees nine minutes forty seconds (46° 09' 40") East for two hundred thirty-nine and 00/100 (239.00) feet];

thence on a tangent bearing, South eighty-eight degrees fifty minutes twenty seconds (88° 50' 20") East for fifty and 00/100 (50.00) feet;

thence on a curve to the left with a radius of fifty and 00/100 (50.00) feet for forty and 13/100 (40.13) feet [long chord bearing, North sixty-eight degrees ten minutes fifteen seconds (68° 10' 15") East for thirty-nine and 05/10 (39.05) feet];

thence leaving the east right-of-way line of said Mount Hood on a radial line bearing, South forty-four degrees forty-nine minutes ten seconds (44° 49' 10") East for seventy-nine and 67/100 (79.67) feet;

thence South thirty-eight degrees no minutes no seconds (38° 00' 00") East for one hundred thirty-five and 00/100 (135.00) feet;

thence South fourteen degrees thirty minutes no seconds (14° 30' 00") East for one hundred twenty-nine and 00/100 (129.00) feet to the northwest corner of land conveyed to the United States Government by deed recorded in Deed Book 1154, Page 256 in the Deed Records of Montgomery County, Ohio;

thence with the west line of said U.S. Government land, South one degree seven minutes twenty seconds (1° 07' 20") West for six hundred fifty-nine and 19/100 (659.19) feet;

thence continuing with the west line of said U.S. Government land, South one degree seven minutes fifty seconds (1° 07' 50") West for forty and 74/100 (40.74) feet to the northeast corner of Hilltop Condominiums, Section Two-A as recorded in Plat Book 94, Page 45 in the Plat Records of Montgomery County, Ohio, said point also being the southeast corner of said Lot No. 11153;

thence with the south line of said Lot No. 11153, the north line of said Hilltop Condominiums, Section Two-A and the westward extension of said north line, said extension being the north line of said Hilltop condominiums, Section Two-B, North eighty-eight degrees fifty minutes no seconds (88° 50' 00") West for six hundred twenty-one and 90/100 (621.90) feet to the point of beginning, containing nine and 970/1000 (9.970) acres, more or less, subject, however, to all easements of record. Curve distances are measured on the arc.





# Articles of Incorporation

—OF—

By \_\_\_\_\_  
Date \_\_\_\_\_  
Amount \_\_\_\_\_  
FO. OFFICIAL  
USE ONLY

HUBER BUNGALOW PROPERTY OWNERS ASSOCIATION NO. 2

(Name of Corporation)

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under Sections 1702.01 et seq., Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be HUBER BUNGALOW PROPERTY OWNERS

ASSOCIATION NO. 2

SECOND. The place in Ohio where the principal office of the corporation is to be located is

Wayne Township, Montgomery County.

(City, Village or Township)

THIRD. The purpose or purposes for which said corporation is formed are:

To exercise the powers and authority set forth in the Declaration of Covenants, Conditions and Restrictions, to be recorded in the Deed Records of Montgomery County, Ohio, as same may from time to time, be amended or supplemented in accordance with the terms and provisions thereof, and the By-Laws of said Association incorporated herein as if set forth at length; to do all things required or permitted by property owners' associations as provided in Chapter 5311 of the Revised Code of Ohio, and to have and to exercise all powers, rights, and authority granted to non-profit corporations under Chapter 1702 of the Revised Code of Ohio.

In furtherance of the foregoing, and subject to the terms and conditions of said By-Laws, the corporation may acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, manage, administer and dedicate for common or public use real and personal property, and may borrow money for any of the purposes of the corporation and in connection therewith, issue bonds, debentures, notes, or other obligations therefor, either without security or by securing the same by pledge or mortgage of the whole or any part of the property of the corporation.

FOURTH: The members of the corporation shall be the owners of real property described in the aforesaid Declaration.

EXHIBIT C


79 611C05 -

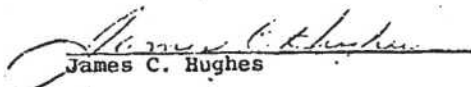
FIFTH: The following persons shall serve said corporation as members of the Board of Managers, and their respective terms of office shall expire as of the annual meeting in the year indicated as follows:

		Term End
Charles H. Huber, Jr.	5318 Pollard Way, Dayton, Ohio 45424	1980
James C. Hughes	5318 Pollard Way, Dayton, Ohio 45424	1981
Bernard J. Middleton	5318 Pollard Way, Dayton, Ohio 45424	1982

IN WITNESS WHEREOF, we have hereunto subscribed our names  
this 13<sup>th</sup> day of November, 1979.

HUBER BUNGALOW PROPERTY OWNERS  
ASSOCIATION NO. 2

  
Charles H. Huber, Jr.

  
James C. Hughes

  
Bernard J. Middleton





INDEX TO BY-LAWS

HUBER BUNGALOW PROPERTY  
OWNERS ASSOCIATION NO. 2

- I. Definitions
  - 1. Association
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  - 3. Property
  - 4. Commons and Limited Commons
- II. Location
- III. Membership, Voting and Other Rights
- IV. Board of Managers
  - 1. Creation and Election
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- V. Managers Meetings
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- VI. Members Meetings
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- VII. Officers
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  - 4. Deposits
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- IX. Indemnification and Fidelity Bond
- X. Conflicts and Amendments

Exhibit A

79 611C08

HUBER BUNGALOW PROPERTY OWNERS ASSOCIATION NO. 2

BY-LAWS

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Huber Bungalow Property Owners Association No. 2, a non-profit corporation organized and existing under the laws of the State of Ohio.

Section 2. "Declaration" shall mean and refer to Huber Bungalows No. 2 Declaration of Restrictions of Ownership, (Declaration) recorded in the Deed Records of Montgomery County, Ohio, to which these By-Laws are attached and incorporated as an Exhibit.

Section 3. "Property" shall mean and refer to land located in the Township of Wayne, County of Montgomery, State of Ohio, and known as Herbert C. Huber Plat No. 64.

Section 4. "Commons" shall mean and refer to all property owned or maintained by the Association for the common benefit and enjoyment of the residents of the Plat, being the Commons referred to and established by the Declaration.

ARTICLE II

Location

The principal office of the Association shall be located at 5318 Pollard Way, Dayton, Ohio 45424.

ARTICLE III

Membership, Voting and Other Rights

The membership, voting rights, property rights in the property shall be as set forth in the Declaration and the purposes of the Association shall be as set forth in the Association's Articles of Incorporation.

ARTICLE IV

Board of Managers

Section 1. Creation and Election. There shall be three members on the Board of Managers. Upon the expiration of the respective terms of the members of the initial Board of Managers as specified in the Articles of Incorporation of the Association, their respective successors shall be elected, each for the term of three (3) years, by a majority vote of the members of the Association present in person or by proxy at the annual meeting of said members at which such election shall be held. Nomination may be by nominating committee appointed by the Board of Managers and may also be made from the floor. Vacancies in the Board of Managers shall be filled by the remaining Managers, any such appointed Manager to hold office for the remainder of the term of the Manager whose office shall have become vacant. Members of the Board of Managers may, but need not, be members of the Association.

Section 2. Powers. The Board of Managers shall manage the affairs of the corporation and shall have such powers as are given to it by law and by the Articles of Incorporation including but not limited to, the power:

(a) to call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership;

(b) to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any member, officer or Trustee of the Association in any capacity whatsoever;

(c) To establish, levy and assess, and collect all the various assessments or charges which under the terms and provisions of the Declaration the Association is empowered or required to establish, levy, assess or collect.

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The Board of Managers may designate and retain a collecting agent to collect assessments or charges:

(d) to adopt and publish from time to time rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guest thereon and to amend, modify or withdraw such rules and regulations from time to time;

(e) to exercise for the Association all powers, duties and authority vested in or delegated to this Association.

The Board of Managers shall designate that portion of the assessment which shall be considered a contribution to the capital of the Association by the Residential Owner. Such capital contribution shall be placed in a separate savings account or legal investment and shall be used solely for specified capital improvements to the property to be maintained by the Association. Such capital improvements for which such funds are to be used, include, but are not limited to:

Improvement to all common areas,

Replacement and initial construction of private street.

Construction of facilities for the supply of public utilities, including water, gas, electricity, sewage, and other utilities, and for drainage,

Any project costing \$1,000 or more to complete shall be considered a capital improvement.

Such capital contribution shall be made in the same manner as assessments as set forth in Article IV, Section 4.02, of the Declaration. In addition to the procedures described in Article IV the Board of Managers, by resolution, must identify all capital improvements. Notice will then be given to all Residential Owners of the proposed assessment and use of the capital contributions prior to the actual assessment.

The books and records of the Association shall treat such assessment for capital improvements as a contribution to the capital of the Association.

Section 3. Duties. It shall be the duty of the Board of Managers:

(a) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership.

(b) to supervise all officers, agents and employees of the Association, and to see their duties are properly performed.

(c) to carry out all of the obligations and duties imposed upon the Board of Managers by Declaration.

Section 4. Compensation. The Managers may be paid no compensation for their services, but shall be reimbursed for their actual expenses incurred.

#### ARTICLE V

##### Managers' Meetings

Section 1. Annual Meetings.

(a) An annual meeting of the Board of Managers shall be held at the principal office of the Association on the second Wednesday of October at the hour of 8:00 P.M. EST in each year beginning with the year 1980. The Board of Managers may from time to time establish and alter a set time for the holding of additional meetings of the Board of Managers on a monthly or other regular basis.

(b) Notice of such annual and other regular meetings is hereby dispensed with. If the day for any such meeting shall fall upon a holiday,

the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 2. Special Meetings. Special meetings of the Board of Managers shall be held when called by the President of the Association or by any two (2) Managers after not less than three (3) days' notice to each Manager.

Section 3. Conduct of Business.

(a) The transaction of any business at any meeting of the Board of Managers, however called or wherever held, shall be as valid as though made at a meeting duly held, after regular call and notice if a quorum is present and if, either before or after the meeting, each of the managers not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

(b) The majority of the Board of Managers shall constitute a quorum thereof. In the event less than a quorum is present at any meeting, the majority of the managers present can adjourn the meeting from time to time without further notice.

(c) Any action which may be taken at a meeting of the Board of Managers may be taken without a meeting by means of a consent in writing, setting forth the action so taken, signed by all the Managers.

#### ARTICLE VI

##### Members Meetings

Section 1. Regular Meetings. The regular annual meeting of the members shall be held at a place designated by the Board of Managers on the third Wednesday of October in each year, beginning with the year 1980, at the hour of 8:00 P.M. EST.

Section 2. Special Meetings. Special meetings of the members for any purpose, may be called at any time by the President, the Secretary or the Treasurer, or by any two (2) members of the Board of Managers, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice. Notice of annual and special meetings shall be given in writing to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notice of meeting shall be mailed to him at such address. Notice of any meeting, regular or special, shall be given, or sent not less than five (5) days or more than thirty (30) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that for any action governed by the Articles of Incorporation or the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. Conduct of Business

(a) Quorum. The presence of the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes of the total membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Declaration applicable to the property shall require a quorum as therein provided. In the event less than a quorum is present, the majority of the members present may adjourn the meeting from time to time without further notice.

(b) Unanimous Consent. Any action which may be taken at a meeting of members may be taken without a meeting by means of a consent in writing setting forth the action so taken and signed by all of the members entitled to vote thereon.

(c) Proxies. At all corporate meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and

filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his Residential Unit.

#### ARTICLE VIII

##### Officers

Section 1. Titles. The principal officers of the Association shall consist of a President, a Secretary and a Treasurer, and such Vice-President, Assistant Secretaries and Assistant Treasurers (the number and seniority thereof to be determined by the Board of Managers), and other officers and agents as the Board of Managers may from time to time determine. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 2. Appointment. The officers shall be chosen by majority vote of the Managers.

Section 3. Term. All officers shall hold office during the pleasure of the Board of Managers for terms not exceeding three (3) years.

Section 4. Duties.

(a) The President shall preside at all meetings of the Board of Managers, shall see that orders and resolutions of the Board of Managers are carried out and perform such other duties as from time to time may be assigned to him by the Board of Managers.

(b) The Secretary shall be ex-officio the Secretary of the Board of Managers, shall record the votes and keep the minutes of all the proceedings in a book to be kept for the purposes. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association, together with their addresses as registered by such members. He shall also perform such other duties as from time to time may be assigned to him by the President or the Board of Managers.

(c) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Managers, provided, however, that a resolution of the Board of Managers shall not be necessary for disbursements made in the ordinary course of business. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes may be signed by the President, or the Secretary in the absence of the Treasurer. He shall also perform such other duties as from time to time may be assigned to him by the President or the Board of Managers.

(d) The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting. Any mortgagee of a unit upon written request, shall be given a copy of the annual audit and the projected budget for the coming year.

(e) Any Assistant Secretary or Assistant Treasurer shall perform all of the duties of the Secretary or Treasurer, respectively, in their absence, and such other duties as from time to time may be assigned to them by the President or the Board of Managers.

Section 5. Compensation. The Officers, or any of them may be paid such compensation for their services as may from time to time be fixed by the Board of Managers.

#### ARTICLE VIII

##### The Business Management

Section 1. Contracts. The Board of Managers may authorize any officer or

officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Managers. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Managers.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Managers may select.

Section 5. Books and Papers. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection by any members, or their first mortgagees, for any proper purpose.

#### ARTICLE IX

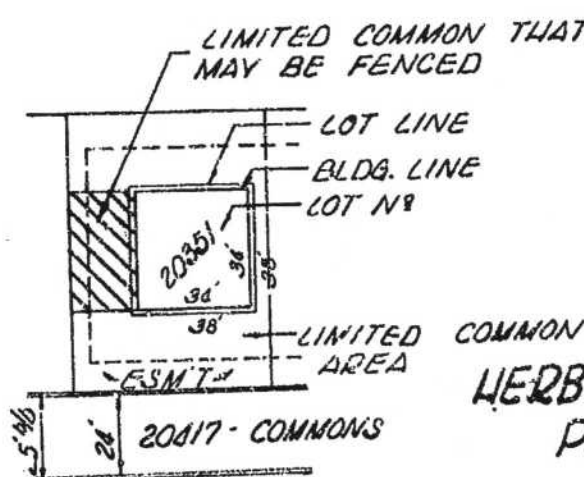
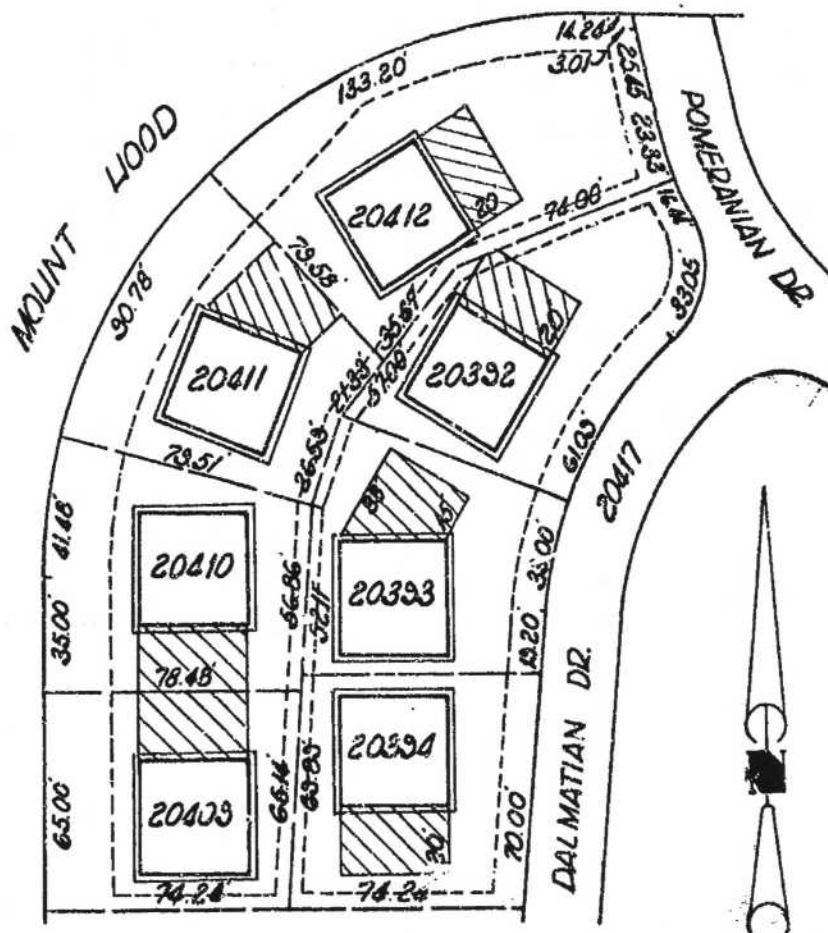
##### Indemnification

Each manager, officer, or employee, or former manager, officer, or employee, of the Association, and each person who is serving or has served at the request of the Association as a manager, officer, or employee of another corporation, shall be indemnified by the Association against all expenses actually and reasonably incurred, judgments, decrees, fines, penalties, or amounts paid in settlement in connection with the defense of any pending or threatened action, suits, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such manager, officer, or employee, provided a determination is made by or in accordance with the method hereafter provided for that:

(a) Such manager, officer or employee was not and has not been adjudicated to have been guilty of, or liable for, criminal acts, or willful misconduct or gross neglect of duty to the corporation of which he is a manager, officer, or employee; and

(b) In case of any amount paid in settlement, such settlement is or was reasonable and in the interest of such corporation.

The determination as to (b) and, in the absence of an adjudication as to (a) by a court of competent jurisdiction, the determination as to (a) shall be made by a court, by the members, or by the managers of the Association acting at a meeting at which a quorum consisting of managers who are not parties to or threatened with any such action, suit or proceedings, is present. Any manager who is a party to or threatened with any such action, suit, or proceeding, shall not be qualified to vote. If, for this reason, a quorum of managers cannot be obtained to vote on such determinations, or if such quorum exists and it is so resolved, the determinations shall be made by a group of three or more disinterested persons to whom the same shall be referred by a quorum of the entire Board of Managers. In making the determination above referred to, the quorum of the disinterested managers, or such disinterested group, as the case may be, may conclusively rely upon an opinion as to facts or law or both of independent legal counsel selected by them. Expenses incurred in defending any such civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in a method provided above, upon receipt of an undertaking by or on behalf of such manager, officer, or employee, to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association.



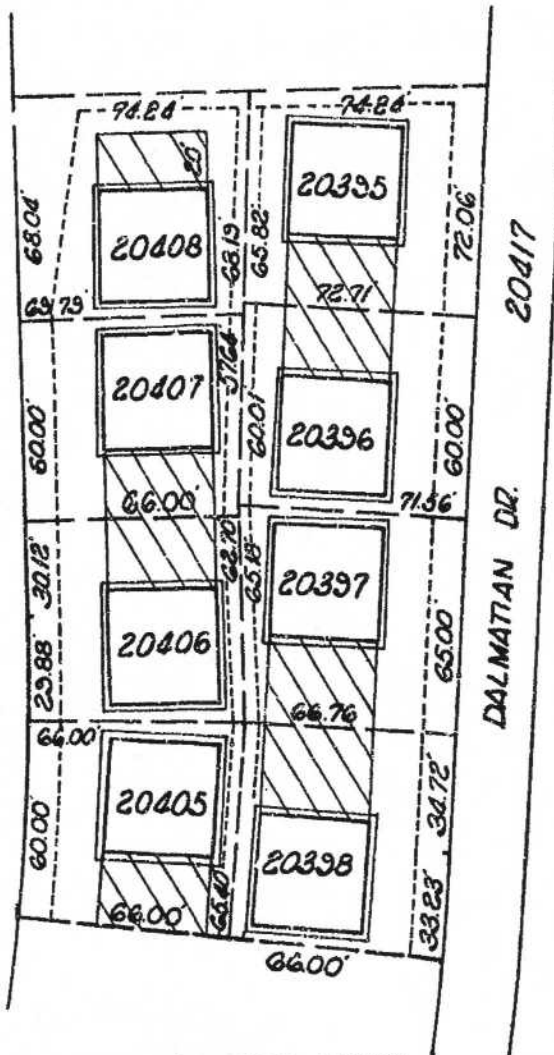
HERBERT C. HUBER  
 PLAT N<sup>o</sup> 64

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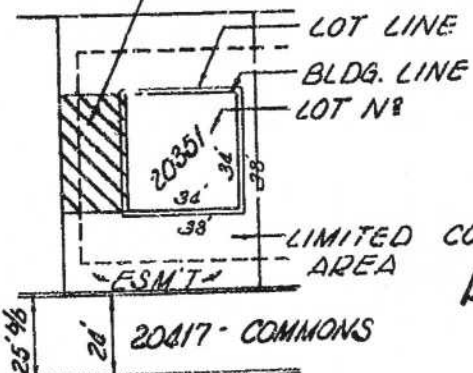
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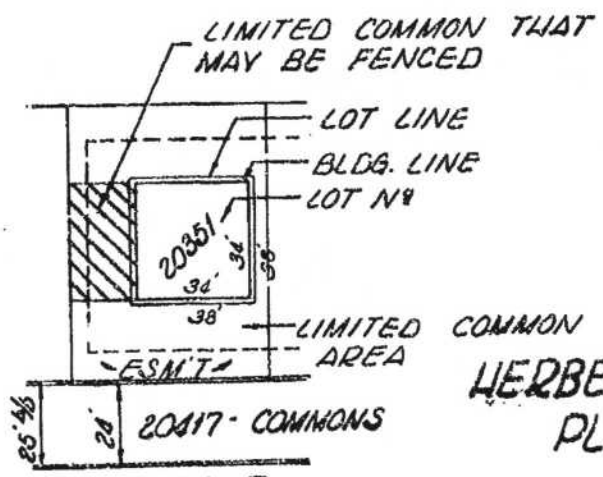
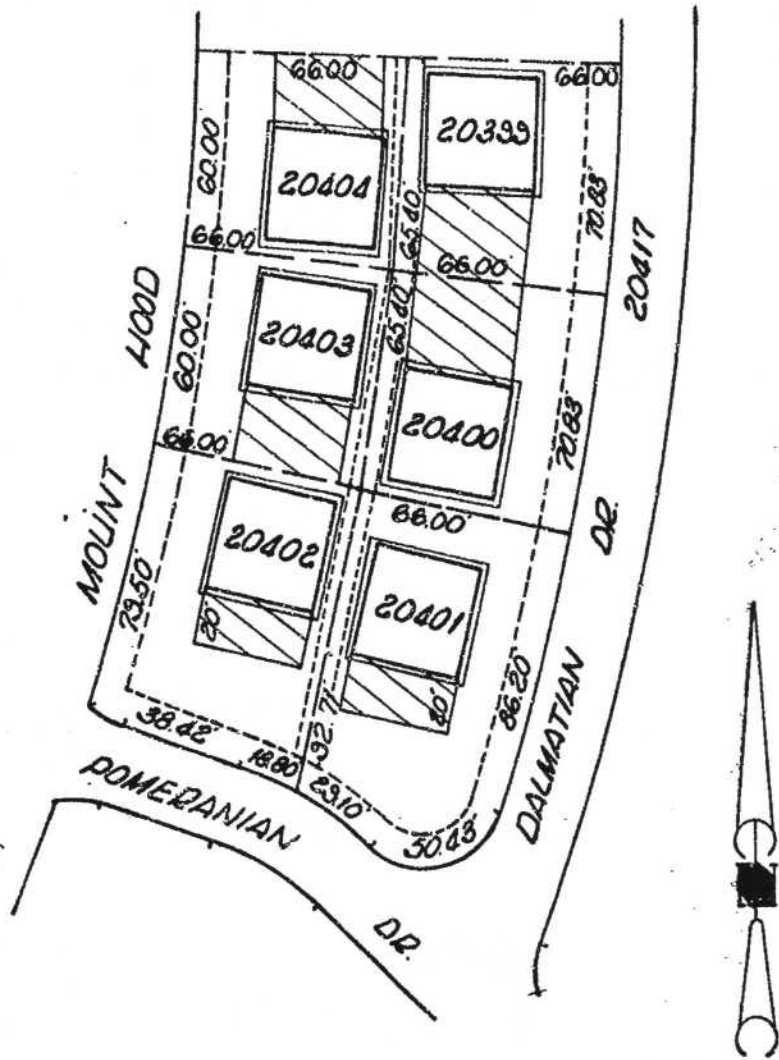
HERBERT C. HUBER  
PLAT N<sup>o</sup> 64

25' 1/2" 2' 20417 - COMMONS

PAGE 2  
EXHIBIT E

79 611D03



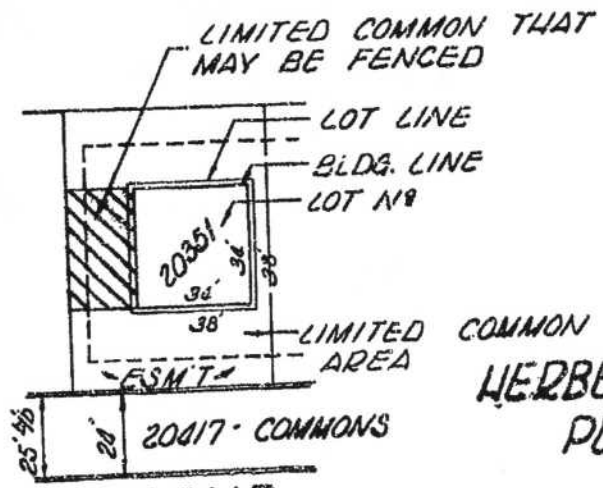
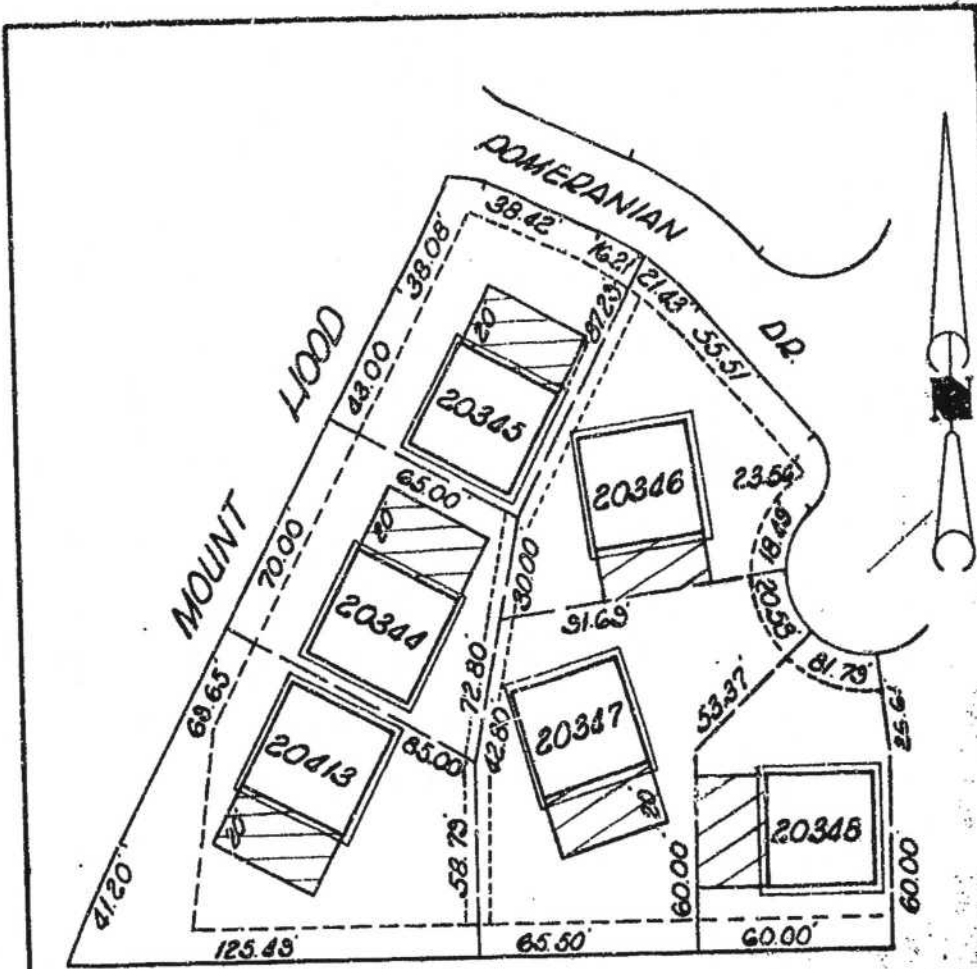


HERBERT C. HUBER  
PLAT N° 64

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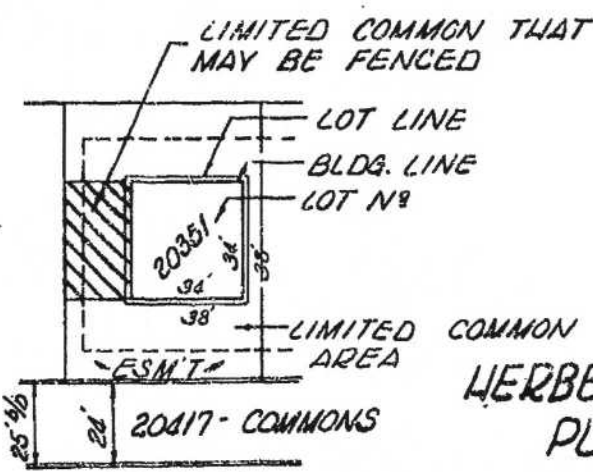
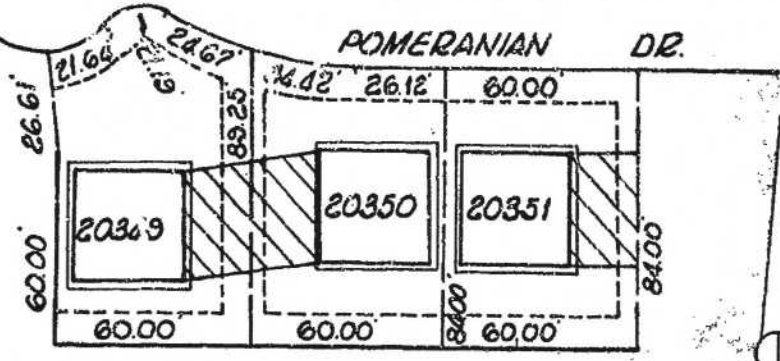
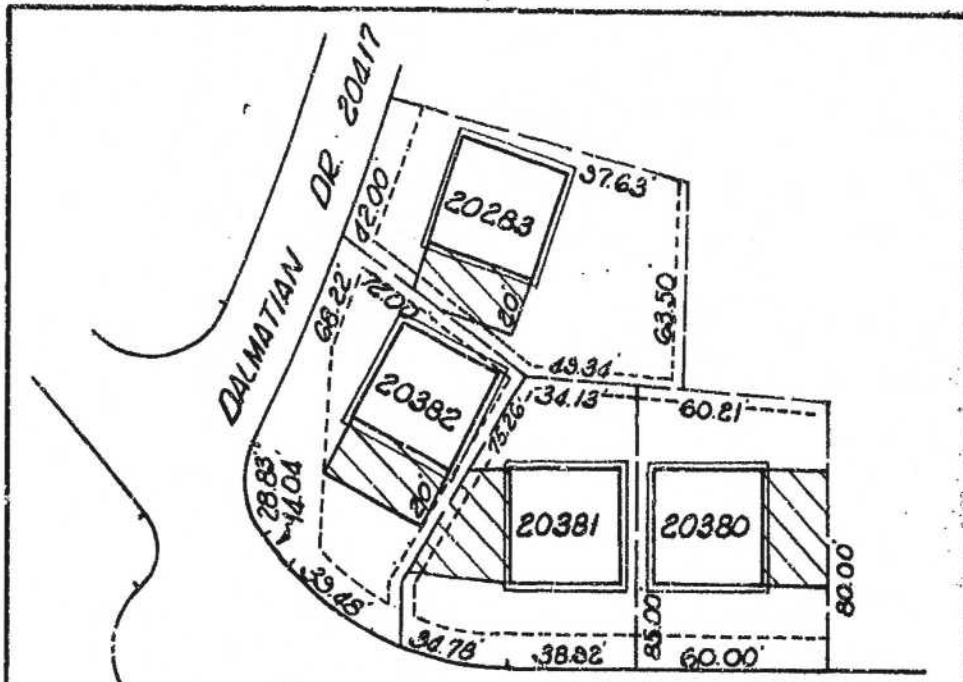


HERBERT C. HUBER  
PLAT N° 64

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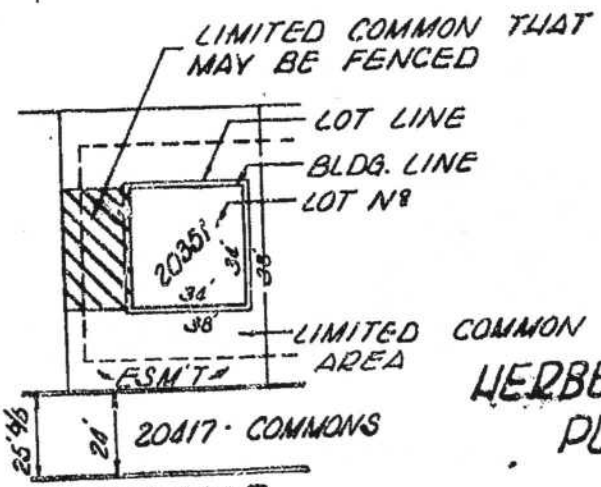
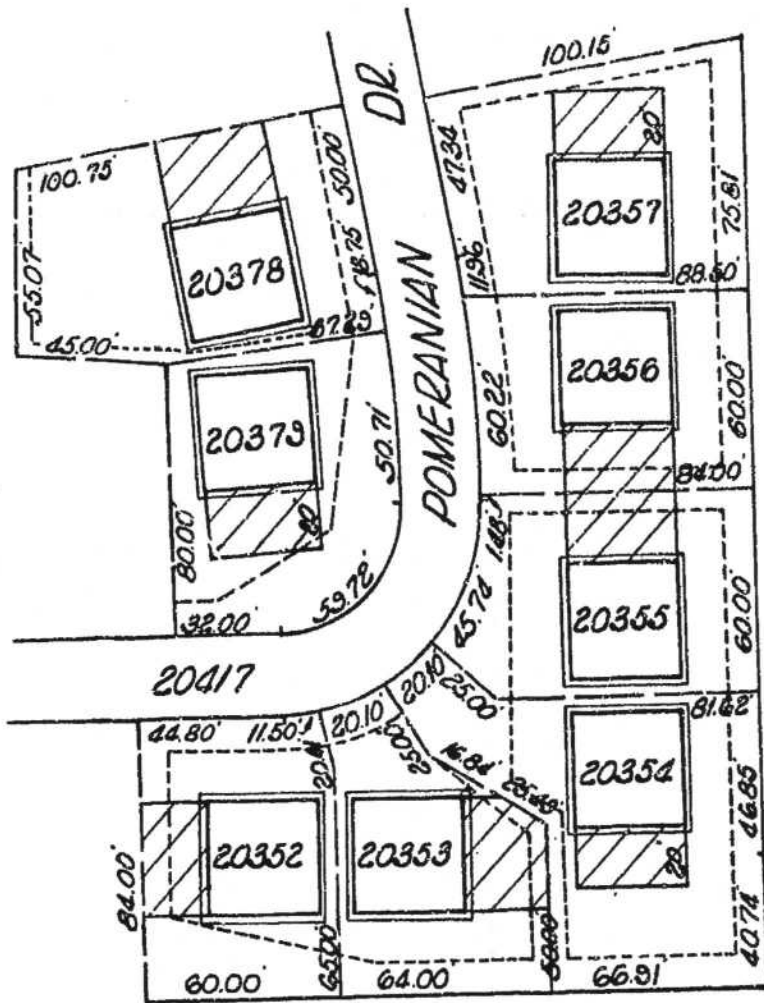
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HERBERT C. HUBER  
PLAT N<sup>o</sup> 64

25'-9/16" 24' 20417 - COMMONS

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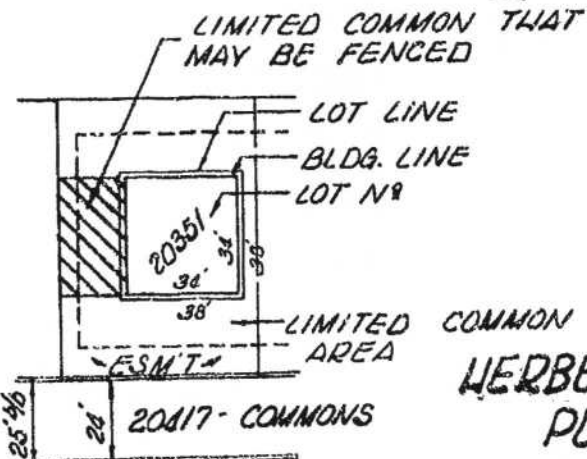
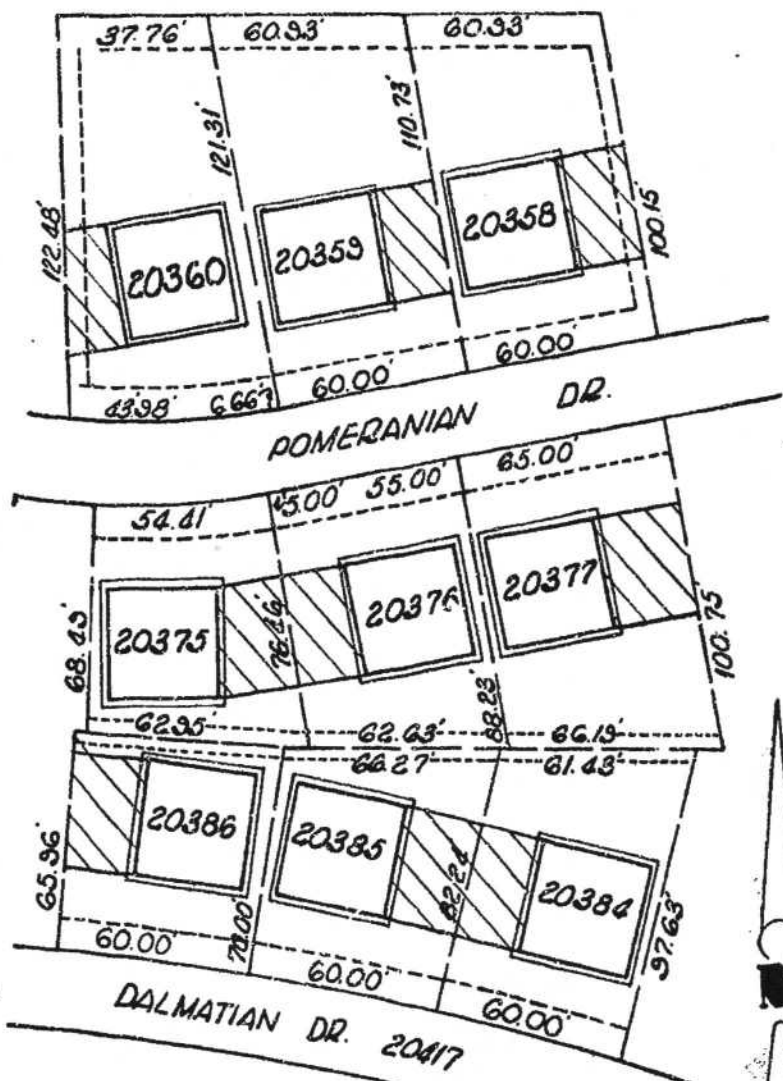


HERBERT C. LUBER  
 PLAT N° 64

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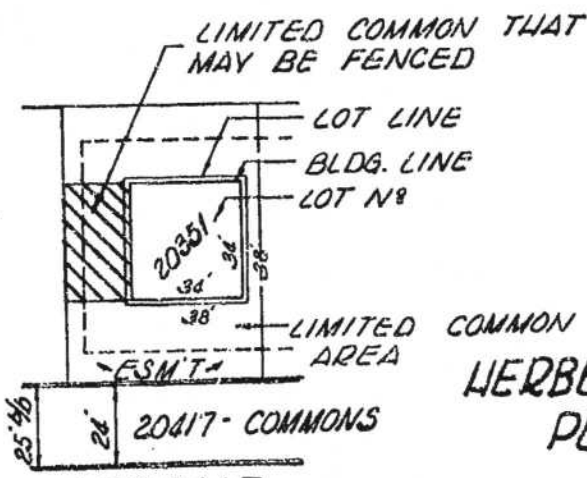
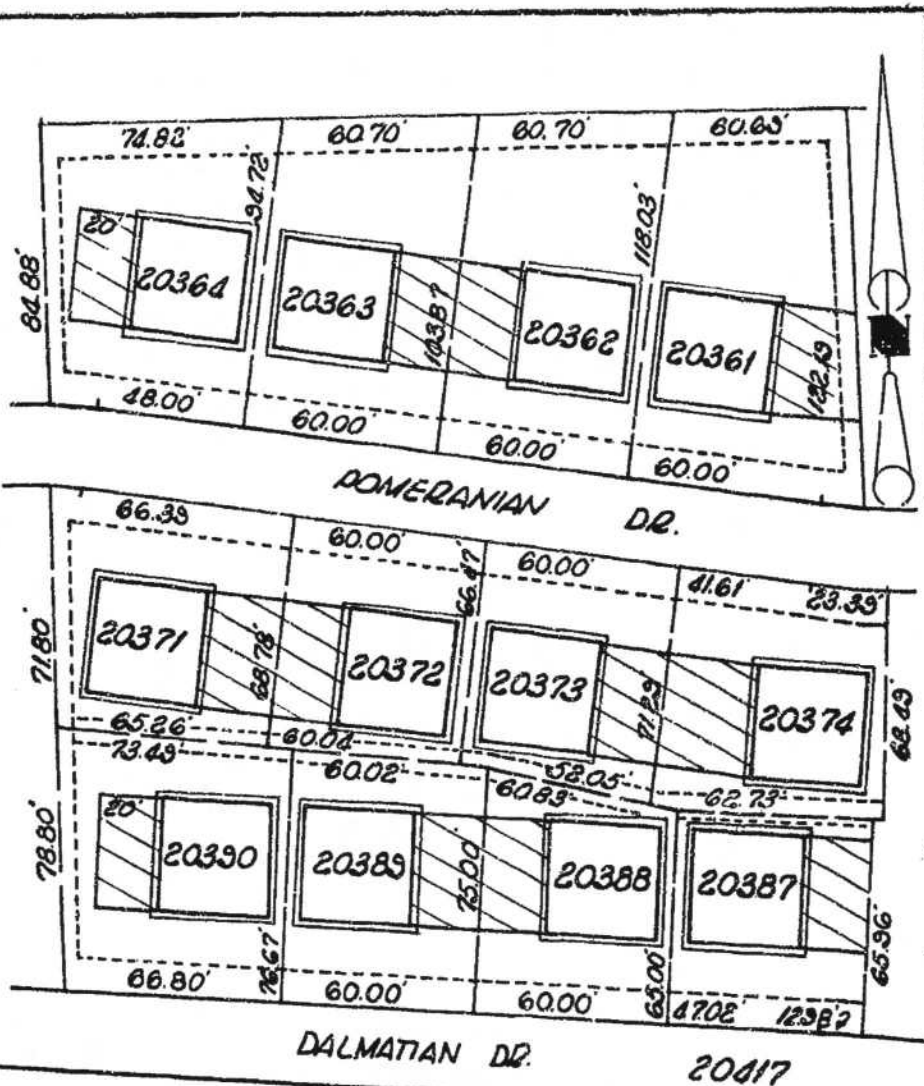


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HERBERT C. HUBER  
PLAT N<sup>o</sup> 64

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EXHIBIT E

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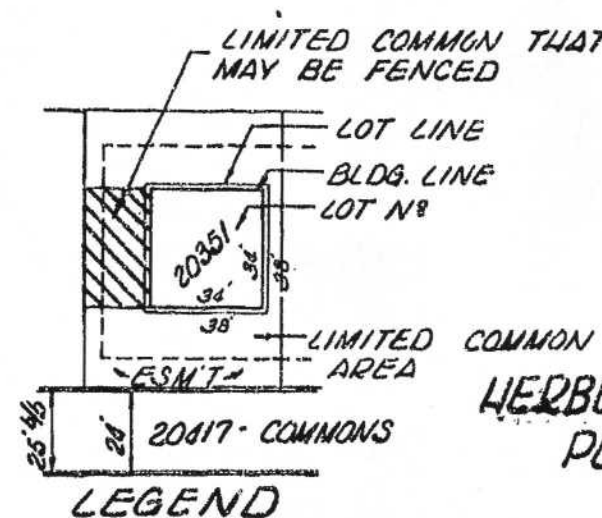
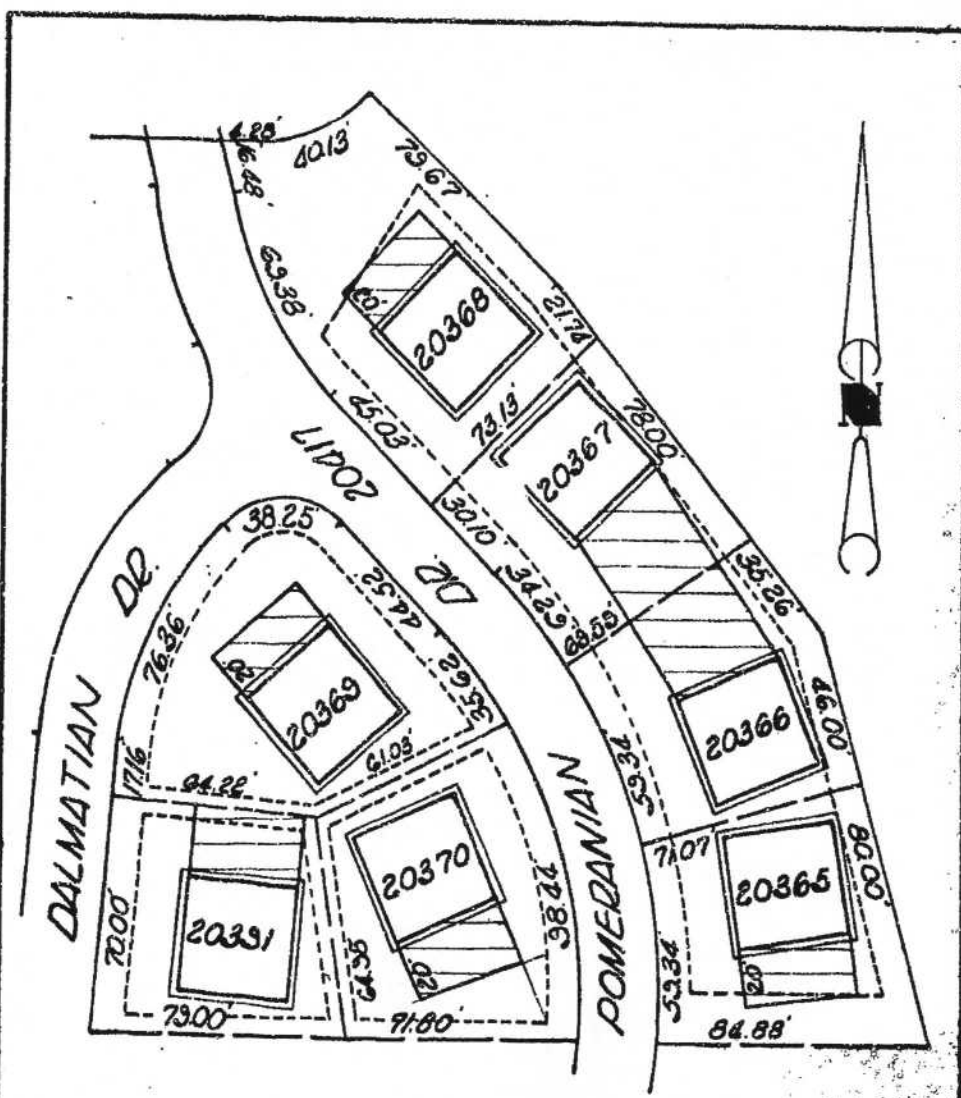


HERBERT C. HUBER  
 PLAT N<sup>o</sup> 64

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PAGE 3  
 EXHIBIT E

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HERBERT C. HUBER  
PLAT N<sup>o</sup> 64

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EXHIBIT E

79 611D10





SAID GRANTOR, and his successors, hereby further covenants that said Grantor, and his successors, will FOREVER WARRANT AND DEFEND the same with the appurtenances thereunto belonging, unto said Grantee(s), and the heirs and assigns of said Grantee(s), against the lawful claims of all persons claiming by, from, through or under the said Grantor herein.

IN WITNESS WHEREOF, the undersigned on 20 SEPTEMBER 1979, has set his hand and seal as Field Office CHIEF, H.M.P.D., FHA Field Office, CINCINNATI, Ohio, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

Signed, acknowledged and delivered in the presence of:

*Jean Smith*  
*Doug Bummer*

JAY JANIS, ACTING  
Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: *William D. Moses* (SEAL)  
William D. Moses  
Field Office CHIEF, H.M.P.D.  
FHA Field Office CINCINNATI, Ohio

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STATE OF OHIO )  
COUNTY OF HAMILTON ) ss

Before me, the undersigned, a notary public in and for the said State and County, personally appeared the above named William D. Moses who is personally well known to me and known to me to be the duly appointed Field Office CHIEF, H.M.P.D., FHA Field Office, CINCINNATI, Ohio, and the person who executed the foregoing instrument bearing date of 20 SEPTEMBER 1979, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and acknowledged the signing thereof and that such signing was freely and voluntarily performed, as his free act and deed as Field Office CHIEF, H.M.P.D. for and on behalf of JAY JANIS, ACTING Secretary of Housing and Urban Development, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto signed my name and affixed my official seal this 20 day of SEPTEMBER, 1979

*Earlene Sowell*  
Notary Public

EARLENE SOWELL  
Notary Public, State of Ohio  
My Commission Expires May 28, 1980

THIS INSTRUMENT WAS PREPARED UNDER THE DIRECTION OF  
ROBERT F. HOLLISTER, CHIEF, HOME MORTGAGE SECTION,  
FEDERAL HOUSING ADMINISTRATION, WASHINGTON, D.C.

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